



PLAN COMMISSION MEETING AGENDA

MONDAY, MAY 22, 2023 AT 4:30 PM

COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING, 106 JONES STREET,
WATERTOWN, WI

By Phone or GoToMeeting:

Members of the media and the public may attend by calling:

(Toll Free): 1 877 309 2073 Access Code: 986-793-389 or <https://meet.goto.com/986793389>

All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. APPROVAL OF MINUTES

A. Review and take action: Site Plan Review minutes dated May 8, 2023

B. Review and take action: Plan Commission minutes dated May 8, 2023

3. BUSINESS

A. Conduct public hearing: 1722 S. Church Street - Conditional Use Permit (CUP) request for a double drive through In-vehicle sales or service under Section 550-33B(2)(f)

B. Review and take action: 1722 S. Church - Conditional Use Permit (CUP) request for a double drive through In-vehicle sales or service under Section 550-33B(2)(f)

C. Review public hearing comments and make recommendation to Common Council: Hunter Oaks Planned Unit Development Plan (PUD) General Development Plan (GDP)

D. Review and take action: 2002 Airport Road – Preliminary Certified Survey Map (CSM)

E. Review and take action: 1046 Meadow Street and 1048 Meadow Street – Condominium Plat

F. Initial review and schedule public hearing: Zoning Ordinance Text Amendments

G. Convene into closed session per Wis. Stat. Sec. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (100 Western Ave., Watertown, WI 53094)

H. Reconvene into open session

I. Review and take possible action: transfer up to 58.996 acres of land from the Wastewater Department to General City Fund

4. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@CityofWatertown.org, phone 920-262-4006

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only

SITE PLAN REVIEW COMMITTEE
May 8, 2023

Section 2, Item A.

The Site Plan Review Committee met on the above date at 1:30 P.M. in the Council Chambers on the second floor of City Hall. The following members were present: Brian Zirbes of Building, Safety & Zoning; Doug Zwieg of Building, Safety & Zoning; Maureen McBroom of Stormwater Utility and Engineering; Mayor Emily McFarland; Strategic Initiatives and Development Coordinator Mason Becker; Kristine Butteris of Park & Rec; Stacy Winkelman of Streets; and John Duvernell of the Fire Department. Also in attendance were: Recording Secretary Nikki Zimmerman. Joining virtually were Chris McGuire and Emily Bublit of McCON Building Corporation.

1. Call to Order

The meeting was called to order by Chairperson Brian Zirbes.

2. Approval of Minutes

A. Review and take action: Site Plan Review Minutes Dated April 24, 2023

Motion was made by Doug Zwieg and seconded by Emily McFarland to approve the April 24, 2023 Site Plan Review minutes as submitted. Unanimously approved.

3. Business

Due to a representative not being present for 1748 River Drive, the order was changed to discuss 1722 S. Church Street first.

B. Review and take action: 1722 S. Church Street – Culver's second drive thru

Representative Chris McGuire was present virtually to discuss a proposed second drive thru at Culver's. The second drive thru will hopefully assist with a better flow of traffic.

The following was discussed by staff:

Fire Department:	Contact the Fire Department for an inspection before officially opening the second drive thru for public use.
Parks:	No comments
Stormwater/Eng:	No comments
Mayor:	Excited about the project and believes this will assist in alleviating current traffic flow issues on the frontage road and Highway 26.
Zoning:	<p>The following needs to be clearly shown on the site plan:</p> <ul style="list-style-type: none">-The pedestrian crosswalks must be clearly marked.-The overhead canopy specs must be added (shall not exceed 20 feet in height).-The concrete/paved surface must be appropriate for a minimum of a four-ton axle load.-The drive-up lane shall have a minimum stacking length of 100 feet behind the pass-through window and 40 feet beyond the pass-through window.-The parking requirements must still be met which is one space per every three patron seats or one space per three persons at the maximum capacity of the establishment (whichever is greater).
Building:	Stamped architectural plans must be submitted with the building permit.
Streets:	No comments

Motion was made by Doug Zwieg and seconded by Kristine Butteris to recommend approval of this proposal to Plan Commission with the conditions of the Fire Department, Zoning Department, and Building Department stated above.

Unanimously approved.

A. Review and take action: 1748 River Drive – new airplane hangar

A representative was not present to discuss this matter. The proposal is for a 64-foot x 84-foot hangar at the Watertown Municipal Airport for private use by the local EAA Chapter #320.

The following was presented by staff:

Fire Department:	The Fire Department needs to know which Group Number (1, 2, or 3) the hangar will be so the correct code requirements (i.e. sprinklers, etc.) are clear. In addition, the Fire Department shall be contacted for an inspection before official use.
Parks:	No comments
Stormwater/Eng:	An erosion control permit will be required for this project. For notation in the future for the airport, though a stormwater BMP will not be required for this project, it will be needed in the future once the threshold has been reached.

Mayor: Typically, there is a lease that is submitted with this information.

Section 2, Item A.

Zoning: No comments

Building: Stamped architectural plans must be submitted with the building permit.

Streets: No comments

Motion was made by Emily McFarland and seconded by Doug Zwieg to recommend approval of this proposal to Plan Commission with the conditions of the final inspection by the Fire Department, the erosion control permit through the Engineering Department, and stamped plans to the Inspection Department.

Unanimously approved.

4. Adjournment

Motion was made by Doug Zwieg and seconded by Kristine Butteris to adjourn. Unanimously approved.

Respectfully submitted,
Nikki Zimmerman, Recording Secretary

NOTE: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

MINUTES

MAY 08, 2023

The Plan Commission met at 4:30 p.m. on the above date in the Council Chambers.

The following members were present: Mayor McFarland, Ald. Blanke, Holloway, Konz, Krueger, Lampe, Talaga, and Zirbes.

Also in attendance were: Eric Wegner and Trav Hardy from EAA Chapter 320, Sarah Walter for Michael R + Sarah S Walter Trust, and James Songhurst.

1. Call to order

2. Approval of Minutes

A. Site Plan Review minutes April 24, 2023

Motion to approve made by Lampe and seconded by Holloway, passed on unanimous voice vote.

B. Plan Commission minutes April 10, 2023

Motion to approve made by Konz and seconded by Lampe, passed on unanimous voice vote.

C. Plan Commission minutes April 24, 2023

Motion to approve made by Lampe and seconded by Holloway, passed on unanimous voice vote.

3. Business

A. Conduct public hearing: 1309 River Drive – Conditional Use Permit (CUP) request for an Accessory dwelling unit under under Section 550-25C(2)(b)

Mayor McFarland opened the public hearing at 4:32pm and invited public comment.

Hearing none, the public hearing was closed.

B. Review and take action: 1309 River Drive – Conditional Use Permit (CUP) request for an Accessory dwelling unit under under Section 550-25C(2)(b)

Brian Zirbes (Zoning Administrator) presented the request for a CUP for 1309 River Drive. James Songhurst was present to answer questions.

Motion to approve with the condition that the primary building be completed within one year of pulling building permit for the accessory dwelling and that the CUP be recorded was made by Lampe, and seconded by Holloway, passed on a unanimous voice vote.

C. Review and take action: 1748 River Drive – 64' x 84' Airplane Hangar

Brian Zirbes presented the request for approval to construct a new hangar at the Watertown Municipal Airport.

Eric Wegner and Trav Hardy were present to answer questions on the project.

Motion to approve with the condition that all appropriate permits are met, fire department guidelines for group type and roof height are met, and that a lease with the city is in place prior to occupancy was made by Holloway and seconded by Lampe, passed on a unanimous voice vote.

D. Review and take action: N8449 Baurichter Lane – Township Preliminary Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM for the referenced property.

Sarah Walter was present to answer questions on this request.

Motion to approve with the condition that the 66' right of way is maintained on Baurichter Lane and Naven Road is maintained made by Holloway and seconded by Krueger, passed on a unanimous voice vote.

E. Review and take action: Hilltop Road – Township Preliminary Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM for the referenced property.

Sarah Walter was present to answer questions on this request.

Motion to approve with the condition that the 33' right of way is maintained on Hilltop Road is maintained made by Krueger and seconded by Holloway, passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

<https://mccmeetings.blob.core.usgovcloudapi.net/watertwnwi-pubu/MEET-Packet-7cb4501e86b644fb8429b2071ce1c023.pdf>

4. Adjournment

Motion to adjourn was made by Lampe and seconded by Talaga passed on a unanimous voice vote.

Respectfully Submitted,

Alderman Brad Blanke

Main Office
920-262-4060

Brian Zirbes
920-262-4041

Mark Hady
920-342-0986

Nikki Zimmerman
920-262-4045

Dell Zwieg
920-262-4042

Doug Zwieg
920-262-4062

Dennis Quest
920-262-4061

TO: Plan Commission
DATE: May 22nd, 2023
SUBJECT: 1722 S Church Street, Conditional Use Permit - CUP

A request by Brooke Oleson, agent for Culver's of Watertown, for a Conditional Use Permit (CUP) for an accessory use of 'In-Vehicle Sales and Service'. Parcel PIN: 291-0815-0932-011

SITE DETAILS:

Acres: 1.14
Current Zoning: General Business
Existing Land Use: Restaurant
Future Land Use Designation: Planned Mixed Use

BACKGROUND AND APPLICATION DESCRIPTION:

The applicant is seeking approval of a conditional use permit for 'In-Vehicle Sales and Service' to expand an existing single lane drive-through into a double lane drive-through. The expanded drive-through will eliminate seven existing parking stalls. The existing drive-through lane will remain in operation while the new lane is constructed to the west. New drive-through ordering kiosks and menu boards are also proposed to be installed. The proposed menu boards exceed the size allowed in the Zoning Code for drive-through signs.

STAFF EVALUATION:

Site Plan Review Committee:
See Minutes of May 8th, 2023.

Land Use and Zoning:

1. Within the General Business (GB) Zoning District 'In-Vehicle Sales and Service' is an accessory land use to 'Indoor Commercial Entertainment' and is permitted as a Conditional Use *[per § 550-33C(2)(d)]*. 'In-Vehicle Sales and Service' includes all land uses which perform sales and/or services to persons in vehicles. Examples of such land uses include drive-in, drive-up, and drive-through facilities. *[per § 550-52G]*.

Applicable regulations for 'In-Vehicle Sales and Service' land uses include the following: *[per § 550-52G(1) & 550-52G(2)]*

- Clearly marked pedestrian crosswalks shall be provided for each walk-in customer access to the facility adjacent to the drive-through lane(s).
- The drive-through facility shall be designed so as to not impede or impair vehicular and pedestrian traffic movement or exacerbate the potential for pedestrian/vehicular conflicts.
- In no instance shall a drive-through facility be permitted to operate which endangers the public safety, even if such land use has been permitted under the provisions of this section.
- The setback of any overhead canopy or similar structure shall be a minimum of 10 feet from all street right-of-way lines, a minimum of 20 feet from all residentially zoned property lines, and shall be a minimum of five feet from all other property lines. The total height of any overhead canopy or similar

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Opportunity Runs Through It

structure shall not exceed 20 feet as measured to highest part of structure.

- All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four-ton axle load.
- Facility shall provide a bufferyard with a minimum opacity of 0.60 along all property borders abutting residentially zoned property (§ 550-99).
- Interior curbs shall be used to separate driving areas from exterior fixtures such as fuel pumps, vacuums, menu boards, canopy supports and landscaped islands. Said curbs shall be a minimum of six inches high and be of a nonmountable design. No curb protecting an exterior fixture shall be located closer than 25 feet to all property lines.
- Each drive-up lane shall have a minimum stacking length of 100 feet behind the pass-through window and 40 feet beyond the pass-through window.

Applicable regulations for 'Indoor Commercial Entertainment' land uses include the following: [per § 550-52H(2)]

- Parking requirements. One space per every three patron seats or lockers (whichever is greater) or one space per three persons at the maximum capacity of the establishment (whichever is greater).
2. Within the Permitted Sign Rules in the Zoning Code drive-through signs are permitted under the 'Permanent Changeable Sign Category'. [per § 550-132A(1)] A maximum of 24 square feet in area per sign and a maximum of 8 feet in height is allowed.

WISCONSIN STATUTES:

All Conditional Use Permits are subject to the requirements of Wisconsin Act 67.

Under 2017 Wisconsin Act 67: Section 16. 62.23 (7) (de) Conditional Use Permits.

1. 62.23 (7) (de)(1) *In this paragraph:*

- a. "Conditional use" means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance.
- b. "Substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

2. 62.23 (7) (de)(2)

- a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.
- b. The requirements and conditions described under subd. 2. a. must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The city's decision to approve or deny the permit must be supported by substantial evidence.

3. 62.23 (7) (de)(3)

Upon receipt of a conditional use permit application and following publication in the city of a class 2 notice under ch. 985, the city shall hold a public hearing on the application.

3. 62.23 (7) (de)(4)

Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.

4. 62.23 (7) (de)(5)

If a city denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in par. (e) 10.

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PLAN COMMISSION DECISIONS:

In-Vehicle Sales and Service Land Use Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
1. Clearly marked pedestrian crosswalks shall be provided for each walk-in customer access to the facility adjacent to the drive-through lane(s).	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
2. The drive-through facility shall be designed so as to not impede or impair vehicular and pedestrian traffic movement or exacerbate the potential for pedestrian/vehicular conflicts.	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
3. In no instance shall a drive-through facility be permitted to operate which endangers the public safety, even if such land use has been permitted under the provisions of this section.	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
4. The setback of any overhead canopy or similar structure shall be a minimum of 10 feet from all street right-of-way lines, a minimum of 20 feet from all residentially zoned property lines, and shall be a minimum of five feet from all other property lines. The total height of any overhead canopy or similar structure shall not exceed 20 feet as measured to highest part of structure.	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
5. All vehicular areas of the facility shall provide a surface paved with concrete or bituminous material which is designed to meet the requirements of a minimum four-ton axle load.	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
6. Facility shall provide a bufferyard with a minimum opacity of 0.60 along all property borders abutting residentially zoned property (§ 550-99).	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
7. Interior curbs shall be used to separate driving areas from exterior fixtures such as fuel pumps, vacuums, menu boards, canopy supports and landscaped islands. Said curbs shall be a minimum of six inches high and be of a nonmountable design. No curb protecting an exterior fixture shall be located closer than 25 feet to all property lines.	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No
8. Each drive-up lane shall have a minimum stacking length of 100 feet behind the pass-through window and 40 feet beyond the pass-through window.	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No

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Opportunity Runs Through It

Indoor Commercial Entertainment Land Use Criteria	Applicant Provided Substantial Evidence		Opponent Provided Substantial Evidence		PC Finds Standards Met	
1. Parking requirements. One space per every three patron seats or lockers (whichever is greater) or one space per three persons at the maximum capacity of the establishment (whichever is greater).	<u>Yes</u>	No	Yes	<u>No</u>	<u>Yes</u>	No

If Plan Commission answers “no” to any of the questions, above, the CU permit must be denied. Otherwise, proceed to the conditions of approval.

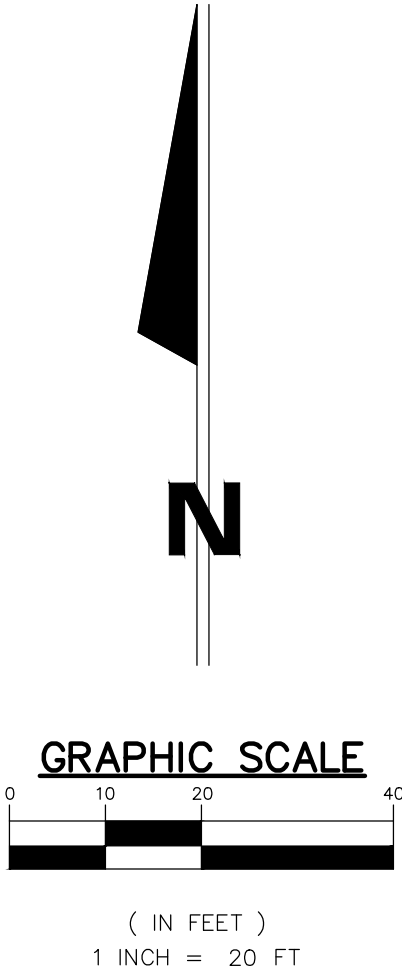
PLAN COMMISSION OPTIONS:

The following are possible options for the Plan Commission:













1. Deny the Conditional Use Permit, based on failure to provide substantial evidence to meet one or more of the regulatory standards.
2. Approve the Conditional Use Permit without conditions, based on successfully providing substantial evidence of regulatory compliance.
3. Approve the Conditional Use Permit with conditions identified by the Plan Commission:
 - a. Obtain menu board sign compliance by altering design, by variance, or by Zoning Ordinance text amendment.

ATTACHMENTS:

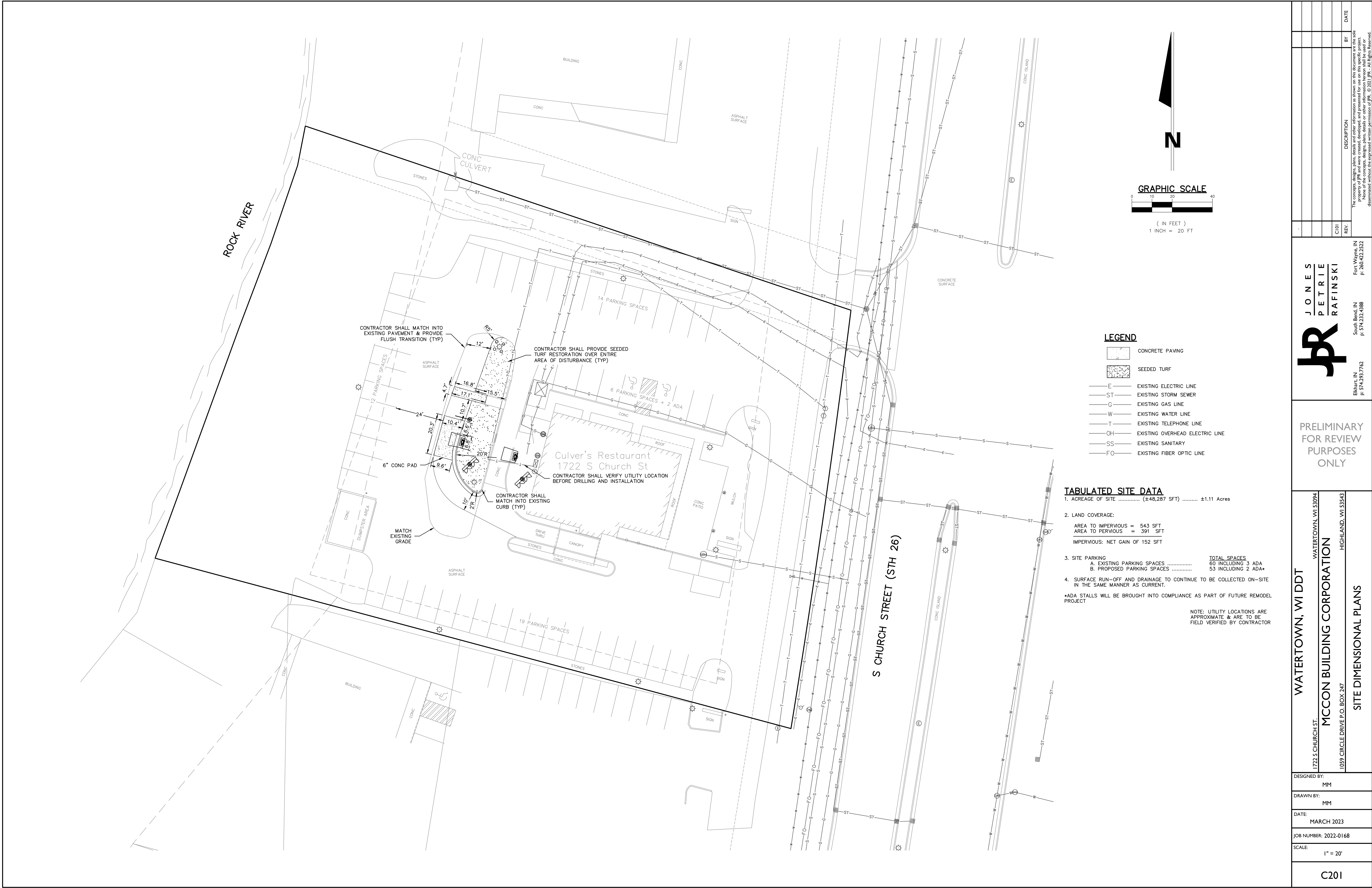
- Application materials



LEGEND

	PROTECT
	REMOVE
	FULL DEPTH REMOVAL OF ASPHALT CONCRETE, AND SOD (± 1965 SFT)
	REMOVE CONCRETE CURB & GUTTER FULL DEPTH
	EXISTING ELECTRIC LINE
	EXISTING STORM SEWER
	EXISTING GAS LINE
	EXISTING WATER LINE
	EXISTING TELEPHONE LINE
	EXISTING OVERHEAD ELECTRIC LINE
	EXISTING SANITARY
	EXISTING FIBER OPTIC LINE

[illegible]



DESIGNED BY:		MM
DRAWN BY:		MM
DATE:		MARCH 2023
JOB NUMBER:		2022-0168
SCALE:		1" = 20'
C201		

WATERTOWN, WI DDT		WATERTOWN, WI 53094
1722 S CHURCH ST.		
MCCON BUILDING CORPORATION		
1059 CIRCLE DRIVE P.O. BOX 247		HIGHLAND, WI 53543
SITE DIMENSIONAL PLANS		

JONES PETRIE RAFINSKI		Fort Wayne, IN p. 264.422.2322
South Bend, IN p. 574.232.4388		
Elkhart, IN p. 574.287.762		

PRELIMINARY FOR REVIEW PURPOSES ONLY		
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DESCRIPTION		BY
REV		C101

DRIVE-THRU

Vehicle Height Detector

VHD-1

Vehicle Height Detector

SIGN DETAILS:

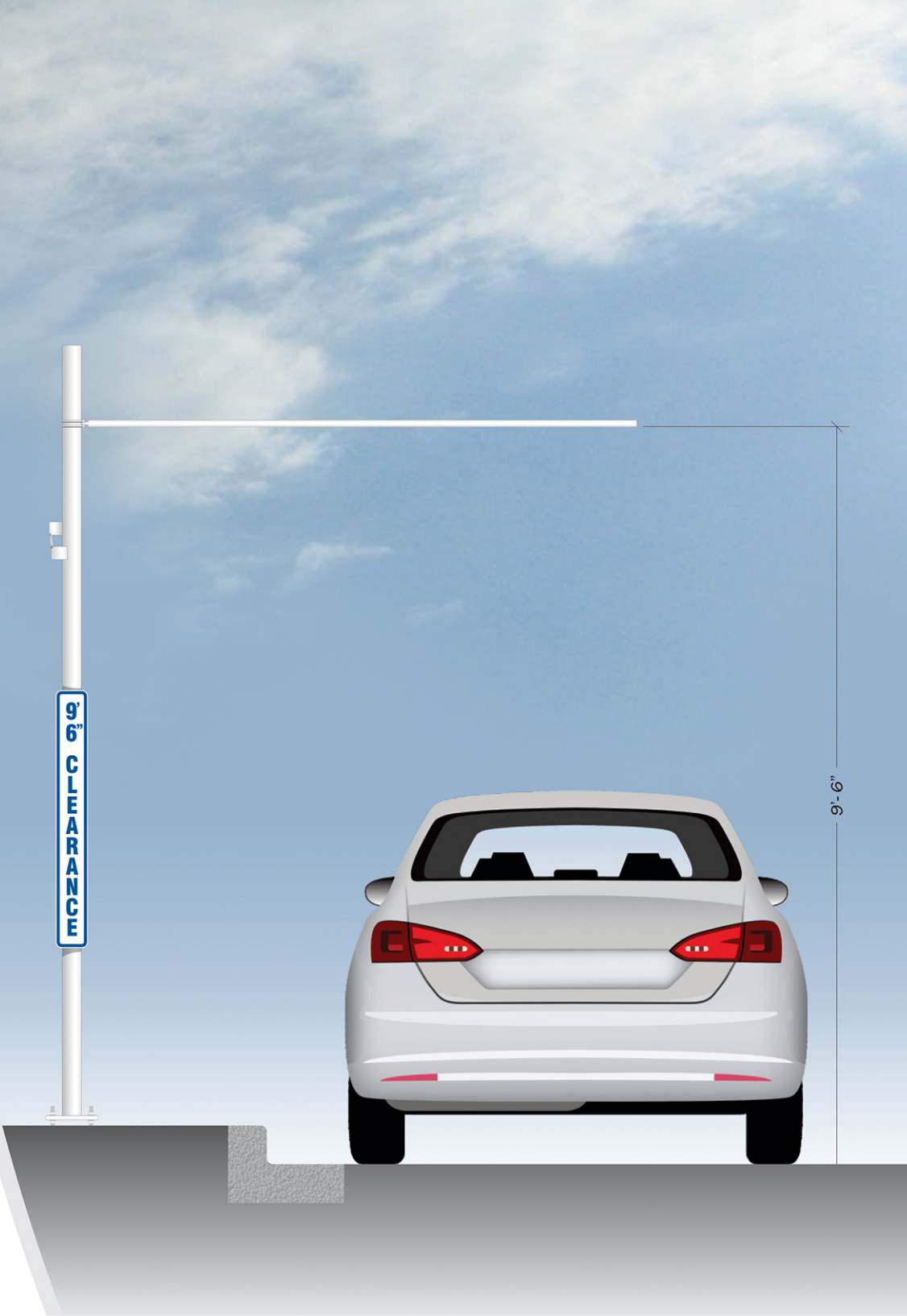
All steel (painted) construction

Re-settable if engaged

Used to help protect canopies from advancing vehicles that are too tall

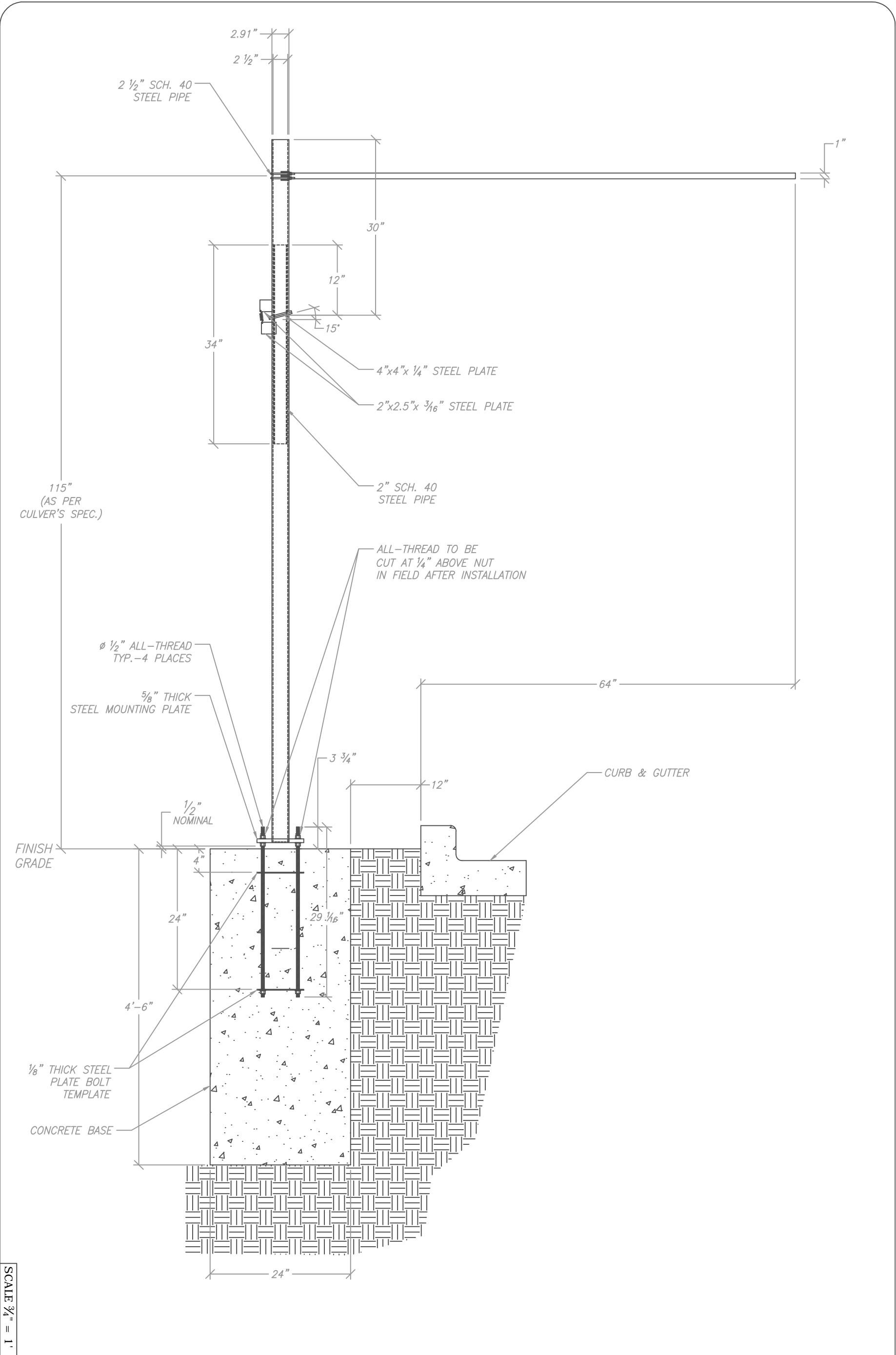


SIGN & MENU BOARD BRAND STANDARDS
WITH TECHNICAL SPECIFICATIONS



SCALE: 1/2" = 1'

VHD-1



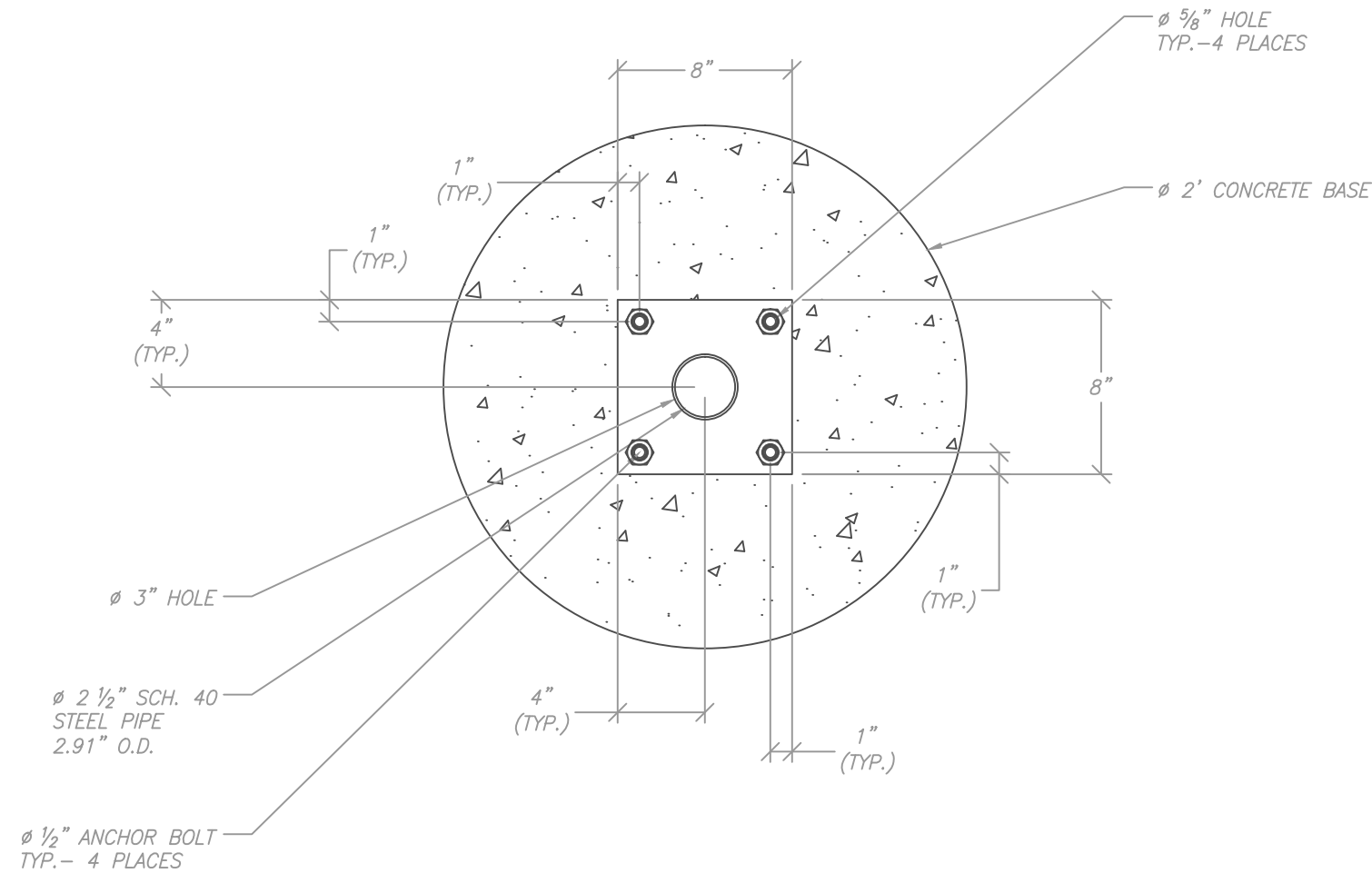
SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Client:
Culver Franchising
System, Inc.
540 Water Street
Prairie du Sac, WI 53578
p (608) 643-7980

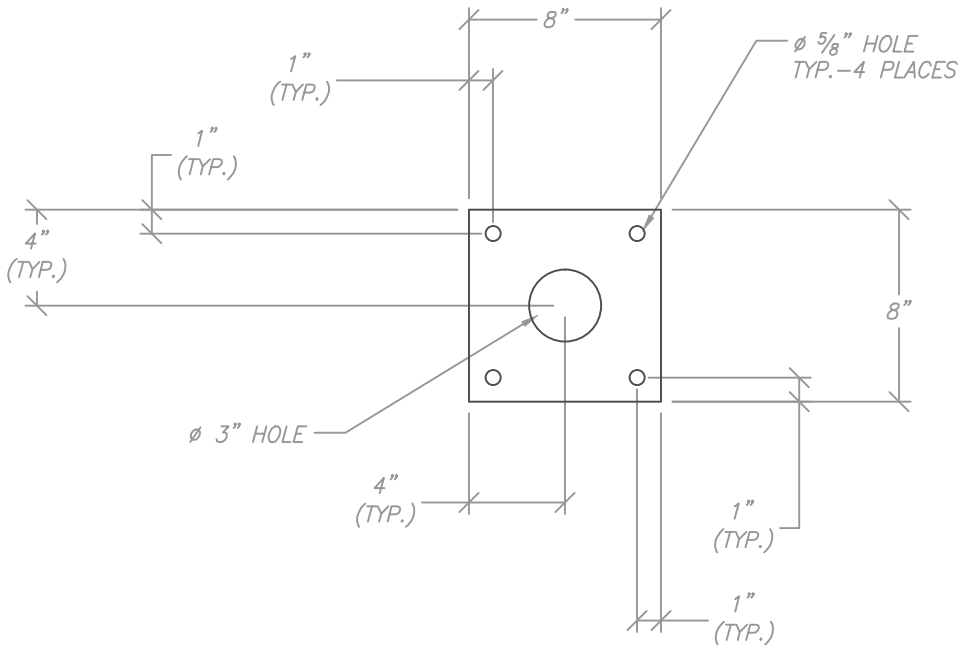
CULVER FRANCHISING SYSTEM, INC.
VEHICLE HEIGHT DETECTOR
CONCRETE BASE/MOUNTING PLATE
TOP VIEW

Project Number:	XXXXX
Drawn By:	DM
Reviewed By:	MW
Date:	3-02-17
Sheet Number:	2 OF 3

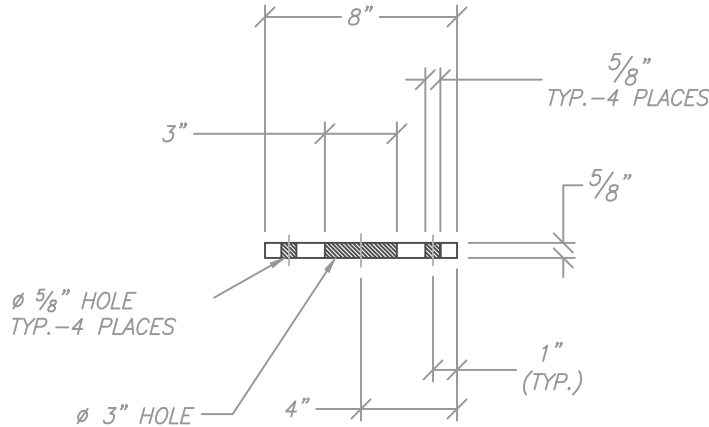
SCALE 1 1/2" = 1'



STEEL PLATE-5/8" THICK
CENTERED ON 2' CONCRETE BASE

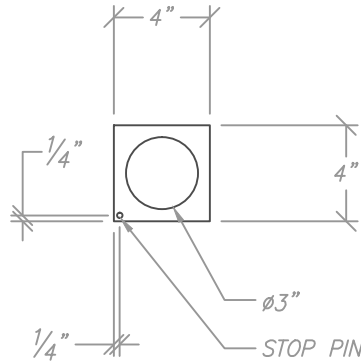


TOP VIEW

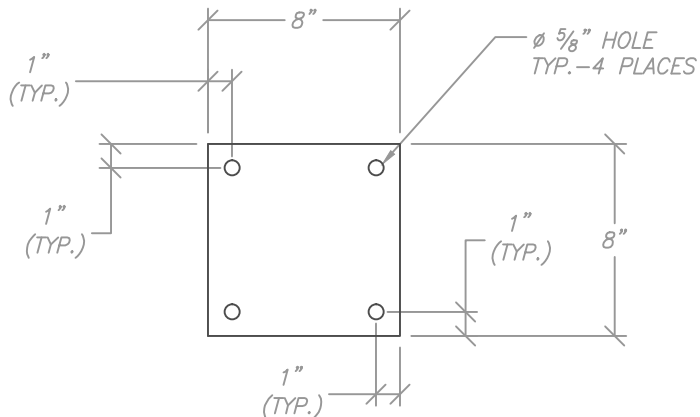


SIDE VIEW

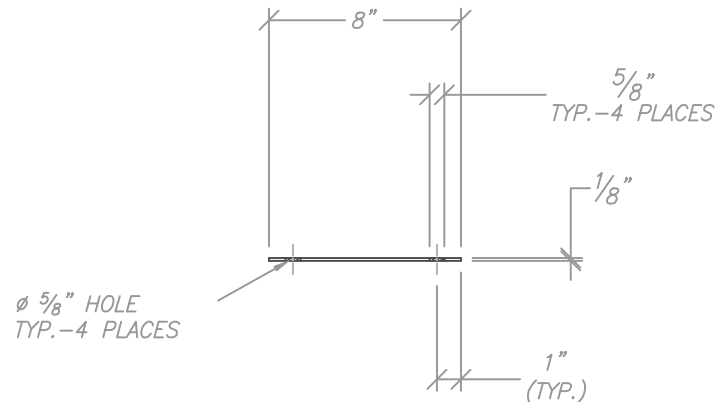
STEEL PLATE-5/8" THICK



STEEL PLATE-1/4" THICK

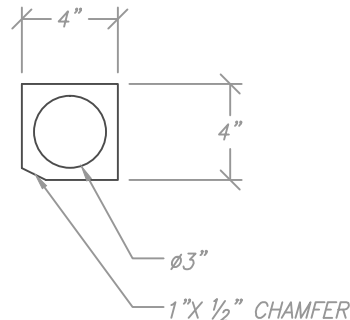


TOP VIEW



SIDE VIEW

STEEL PLATE-1/8" THICK



STEEL PLATE-1/4" THICK

SCALE 1 1/2" = 1'

Project Number: XXXXX
 Drawn By: DEN
 Reviewed By: MW
 Date: 3-02-17

3 OF 3

SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Client: Culver Franchising System, Inc.
540 Water Street
Prairie du Sac, WI 53578
(608) 643-7080

DRIVE-THRU

Drive-Thru Canopy For Order Confirmation System (OCS)



DTC-2

Drive-Thru Canopy

SIGN DETAILS:

- All aluminum construction
- Rated for 160 mph & extreme northern 48 states snow load
- Order Confirmation System (OCS) by others
- Rear panel (door) access - lockable
- Provides protection from rain for DT customer
- Houses OCS, speaker & microphone

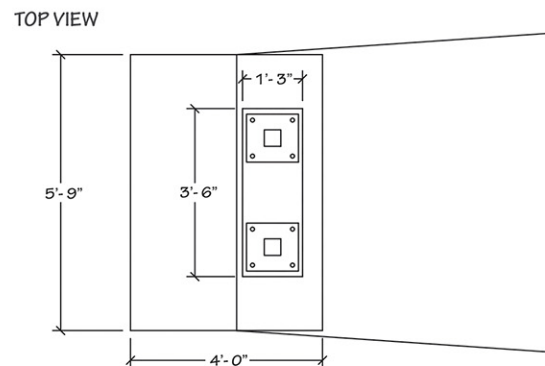
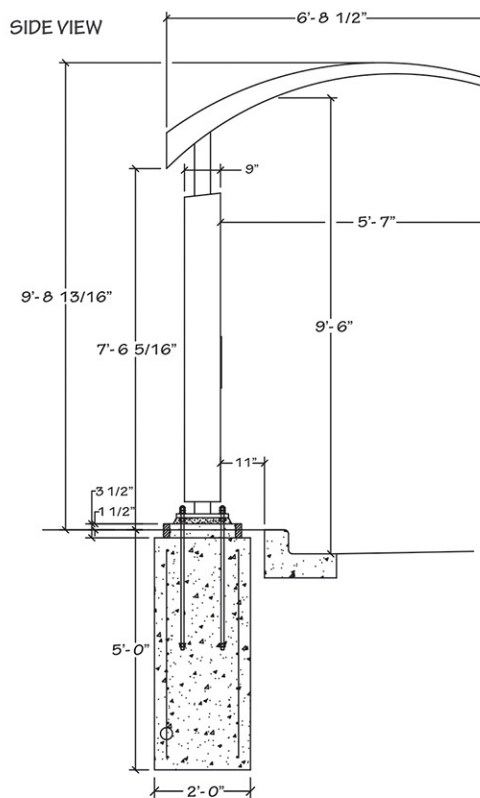


SIGN & MENU BOARD BRAND STANDARDS
WITH TECHNICAL SPECIFICATIONS

DTC-2

SCALE: 1/2" = 1'

Drive-Thru Canopy Technical Specifications



7-1

SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

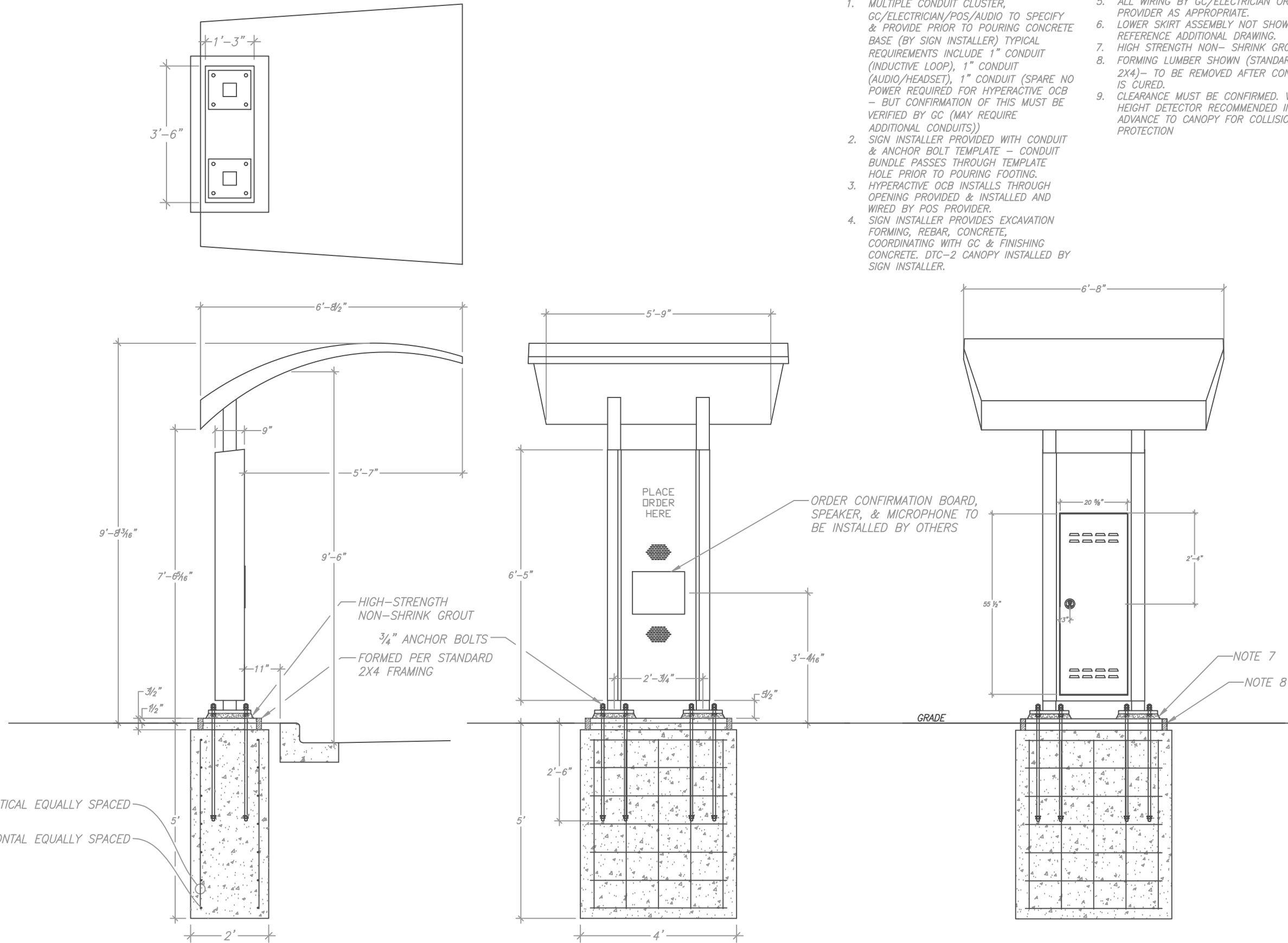
CULVER FRANCHISING SYSTEM, INC.
CANOPY AND ORDER CONFIRMATION SYSTEM-DTC-2

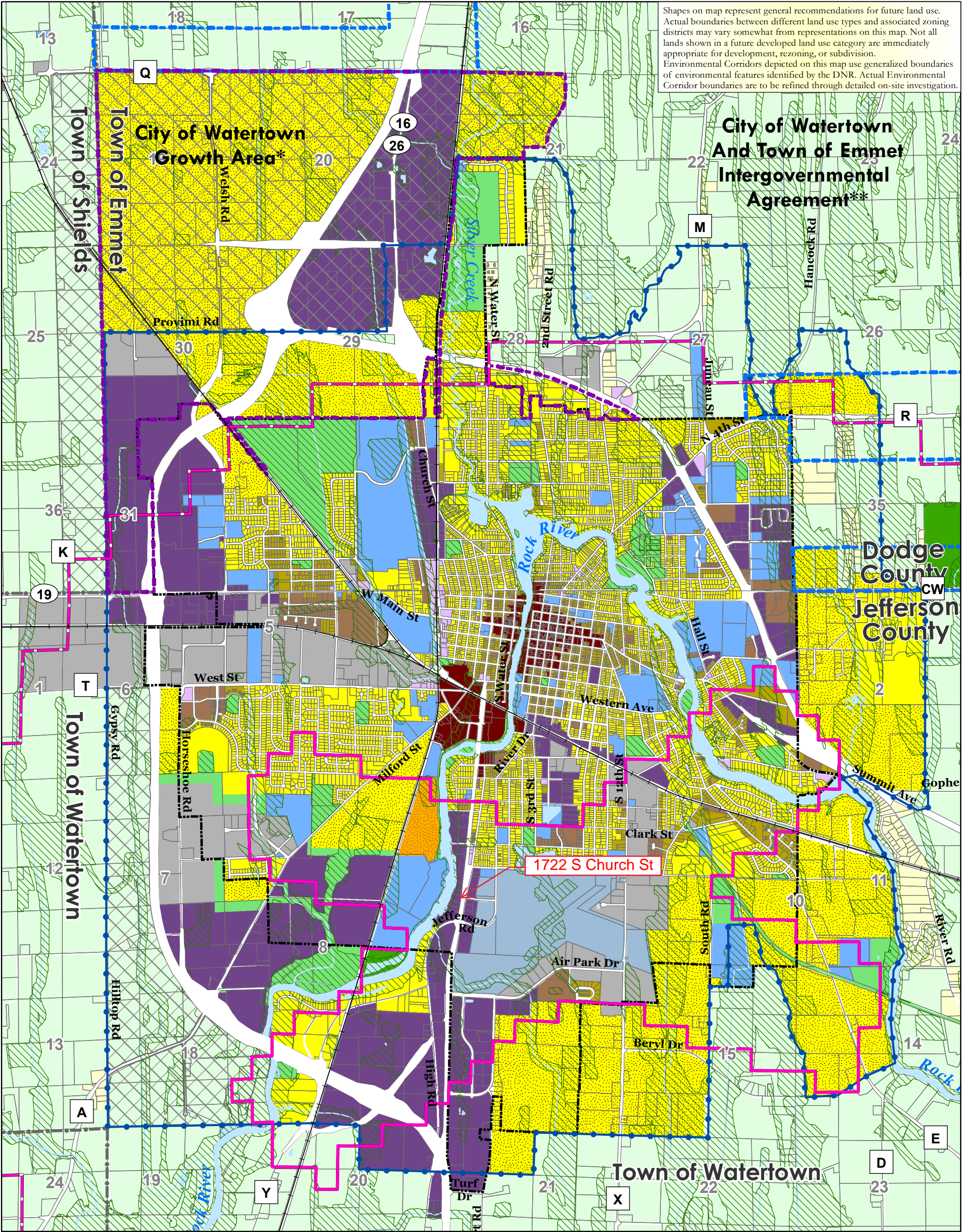
Project Number: 21016
Drawn By: HA
Reviewed By: RW
Date: 2-20-20
Sheet Number:
1 OF 1

SCALE $\frac{3}{8}" = 1'$

- NOTE:
1. MULTIPLE CONDUIT CLUSTER, GC/ELECTRICIAN/POS/AUDIO TO SPECIFY & PROVIDE PRIOR TO POURING CONCRETE BASE (BY SIGN INSTALLER) TYPICAL REQUIREMENTS INCLUDE 1" CONDUIT (INDUCTIVE LOOP), 1" CONDUIT (AUDIO/HEADSET), 1" CONDUIT (SPARE NO POWER REQUIRED FOR HYPERACTIVE OCB - BUT CONFIRMATION OF THIS MUST BE VERIFIED BY GC (MAY REQUIRE ADDITIONAL CONDUITS))
 2. SIGN INSTALLER PROVIDED WITH CONDUIT & ANCHOR BOLT TEMPLATE - CONDUIT BUNDLE PASSES THROUGH TEMPLATE HOLE PRIOR TO POURING FOOTING.
 3. HYPERACTIVE OCB INSTALLS THROUGH OPENING PROVIDED & INSTALLED AND WIRED BY POS PROVIDER.
 4. SIGN INSTALLER PROVIDES EXCAVATION FORMING, REBAR, CONCRETE, COORDINATING WITH GC & FINISHING CONCRETE. DTC-2 CANOPY INSTALLED BY SIGN INSTALLER.

5. ALL WIRING BY GC/ELECTRICIAN OR POS PROVIDER AS APPROPRIATE.
6. LOWER SKIRT ASSEMBLY NOT SHOWN REFERENCE ADDITIONAL DRAWING.
7. HIGH STRENGTH NON-SHRINK GROUT.
8. FORMING LUMBER SHOWN (STANDARD 2X4)- TO BE REMOVED AFTER CONCRETE IS CURED.
9. CLEARANCE MUST BE CONFIRMED. VEHICLE HEIGHT DETECTOR RECOMMENDED IN ADVANCE TO CANOPY FOR COLLISION PROTECTION





Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.

City of Watertown And Town of Emmet Intergovernmental Agreement**

Dodge
County
Jefferson
County

Future Land Use Urban Area

Map 6b

City/Town IGA**
City Growth Area
City Periphery Areas

City of Watertown Comprehensive Plan

Land Use Categories

- Agricultural
- Single-Family Residential - Unsewered
- Single-Family Residential - Sewered
- Two-Family Residential
- Multi-Family Residential
- Planned Neighborhood**
- Institutional
- Airport

- Rights-of-Way
- Neighborhood Mixed Use
- Planned Mixed Use*
- Central Mixed Use
- Riverside Mixed Use***
- Mixed Industrial
- Parks & Recreation
- Environmental Corridor
- Surface Water

*Each "Planned Mixed Use Area" may include mix of:
1. Office
2. Multi-Family Residential
3. Mixed Industrial
4. Commercial Services/Retail
5. Institutional
6. Parks & Recreation

***"Planned Neighborhoods" should include a mix of the following:
1. Single-Family - Sewered (predominant land use)
2. Two-family Residential
3. Multi-Family Residential
4. Institutional
5. Neighborhood Mixed Use
6. Parks & Recreation

***Each "Riverside Mixed Use Area" may include mix of:
1. Office
2. Single-Family - Sewered
3. Two-Family Residential
4. Multi-Family Residential
5. Commercial Services/Retail
6. Institutional
7. Parks & Recreation

- City of Watertown
- Town Boundary
- Parcel
- Railroad
- Watertown Urban Service Area
- Watertown Long Range Growth Area

Airport Height Limitations

- Maximum Building Elevation b/t 865 and 968 ft
- Maximum Building Elevation b/t 968 and 1005 ft

Draft: August 7, 2019
Source: WisDNR, FEMA, City of Watertown, Dodge Co. LIO & Jefferson Co. LIO, V&A

VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

THE CITY OF
WATERTOWN
Opportunity runs through it.



0 0.25 0.5 1 Miles

MB-DT-46 EXTERIOR MENU BOARD

Blue Outdoor Drive-Thru Menu Board

MB-DT-46

Standard Menu Board for Drive-Thru Lane

LED Internal Illumination

POP Graphic panels must be purchased separately

POPP-Out magnet access panels included for easy in & out of POP panels

"-CS" option for 160mph coastal wind standards available

Locking rear access doors (4)

Culver's

FRONT



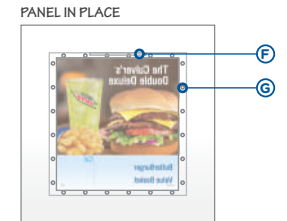
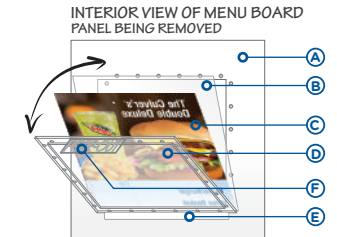
REAR



SCALE: 3/8" = 1'

*SCALE AND COLORS NOT REPRESENTATIVE FROM EMAIL ATTACHMENTS
*ALL MEASUREMENTS ARE APPROXIMATE

POPP-Out Point Of Purchase Panel System

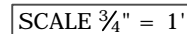


- A - INSIDE BACK OF MENU BOARD FACE (ONLY ONE PANEL SHOWN FOR CLARITY)
- B - FRONT PANEL IS ANTI-GLARE (CLEAR) FOR INCREASED VISIBILITY
- C - POP PANEL - PRODUCT GRAPHIC
- D - REAR PANEL FITTED WITH POPP-Out PANEL
- E - SUPPORTING "TIP TRAY" FOR PANELS (SELF ALIGNING)
- F - POPP-Out TAB HANDLE
- G - PAIRED MAGNETIC "LATCH" (MAGNETS EMBEDDED IN POP-Out PANEL & BACK OF MENU BOARD)

SALES PERSON:	DESIGNED BY:	A0:
MARK WESSELL	R HICKS	42002

DATE CREATED / REVISION HISTORY	
01/16/23 - NEW	

FILE PATH: T:\Cyrious\Doc\Order\42000\o42002



CULVER FRANCHISING SYSTEM, INC.
MB-DT-BASE
MAIN MENU BOARD
FRONT VIEW

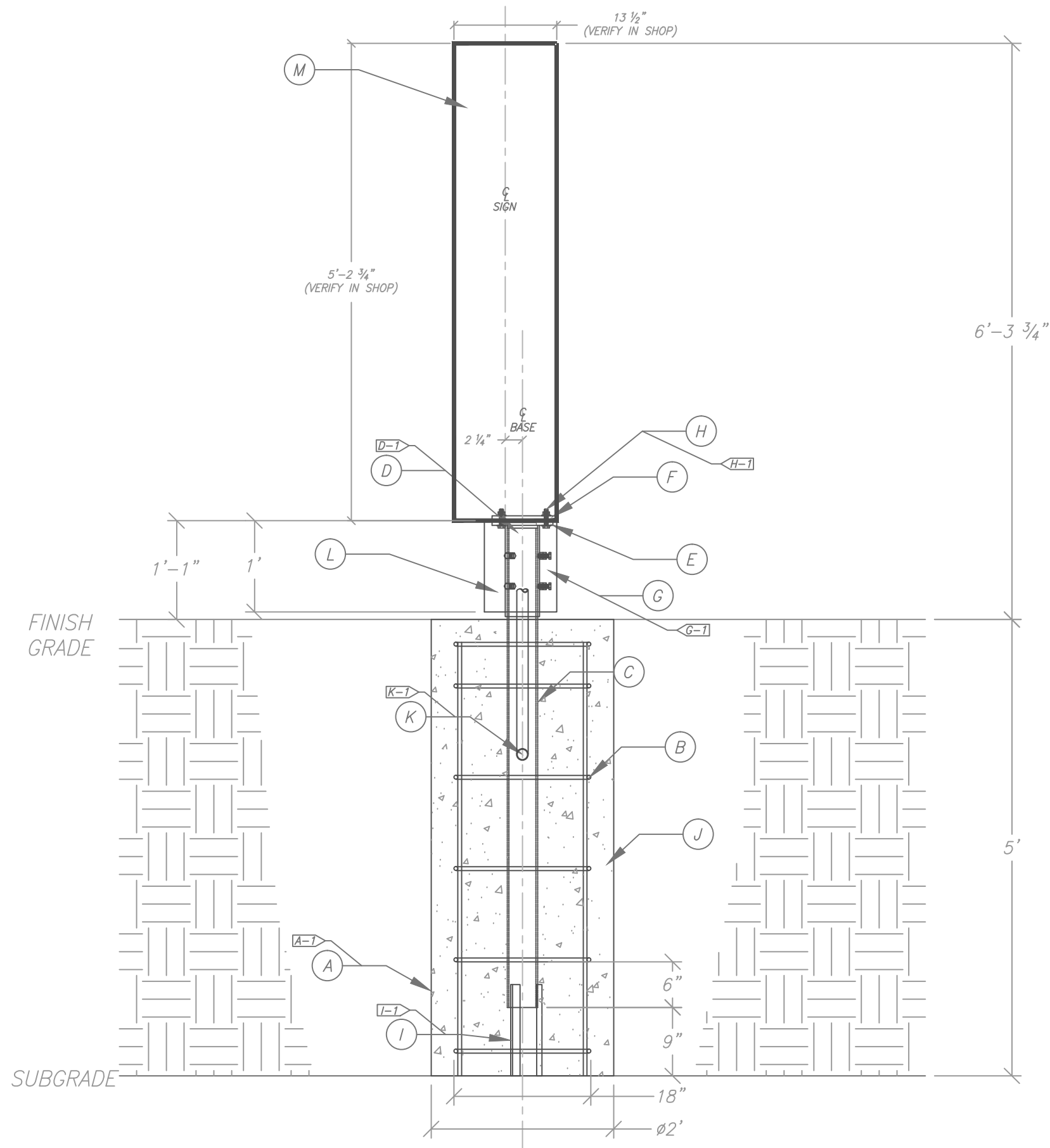
Project Number:	9902
Drawn By:	DEN
Reviewed By:	MW
Date:	7-25-17
Sheet Number:	

Sheet Number:
1 OF 5

LOCATION: **CULVER'S**

SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Client: Culver Franchising
System, Inc.
540 Water Street
Prairie du Sac, WI 53578
(608) 643-7980



DRIVE-THROUGH MENU BOARD		
Ⓐ	AUGER	
	SIZE:	24" UNLESS OTHERWISE DETERMINED BY ENGINEERING/CODE REQUIREMENTS
	A-1	NO OVERDIG WILL BE ALLOWED. THE SOIL REMAINING OUTSIDE OF THE DIMENSIONAL LIMITS OF THE AUGERED HOLE IS TO REMAIN UNDISTURBED.
Ⓑ	REBAR REINFORCING	
	SIZE:	#4'S UNLESS OTHERWISE DETERMINED BY ENGINEERING/CODE REQUIREMENTS
	SPACING:	TO BE DETERMINED ON SITE BY ENGINEER
Ⓒ	STEEL PIPE	
	MATERIAL:	3 1/2" SCHEDULE 40
	FINISH:	SAND SMOOTH APPLY RED OXIDE PRIMER
Ⓓ	STEEL PIPE	
	MATERIAL:	4" SCHEDULE 40
	FINISH:	SAND SMOOTH APPLY RED OXIDE PRIMER
	D-1	WELDED TO MOUNTING PLATE ALL THE WAY AROUND-2 PLACES
Ⓔ	OUTSIDE BASE MOUNTING PLATE	SEE SHEET 5
	MATERIAL:	5/8" PLATE STEEL
Ⓕ	INSIDE BASE MOUNTING PLATE	SEE SHEET 5
	MATERIAL:	5/8" PLATE STEEL
Ⓖ	PIPE BOLTS	
	MATERIAL:	1/2" x 1 3/4" BOLTS / NUTS
	G-1	6 PLACES
Ⓗ	MOUNTING PLATE BOLTS	
	MATERIAL:	1/2" x 2 1/2" BOLTS / NUTS / WASHERS
	H-1	4 PLACES
Ⓘ	BASE PIPE SUPPORT	
	MATERIAL:	1" STEEL ANGLE-3 PLACES
	I-1	WELDED TO BASE PIPE
Ⓢ	BACKFILL	
	MATERIAL:	2500 PSI CONCRETE OR AS PER ENGINEERING
Ⓚ	ELECTRICAL PRIMARY	
	K-1	CONDUIT, SWEEP THROUGH FOOTING
Ⓛ	SIGN SKIRT	
	MATERIAL:	0.063" ROUTED ALUMINUM
Ⓜ	MAIN MENU BOARD	
	PART #:	MB-DT-46

SCALE $\frac{3}{4}" = 1'$

LOCATION: **CULVER'S**

SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Client: Culver Franchising
System, Inc.
5540 Water Street
Prairie du Sac, WI 53578
(608) 643-7980

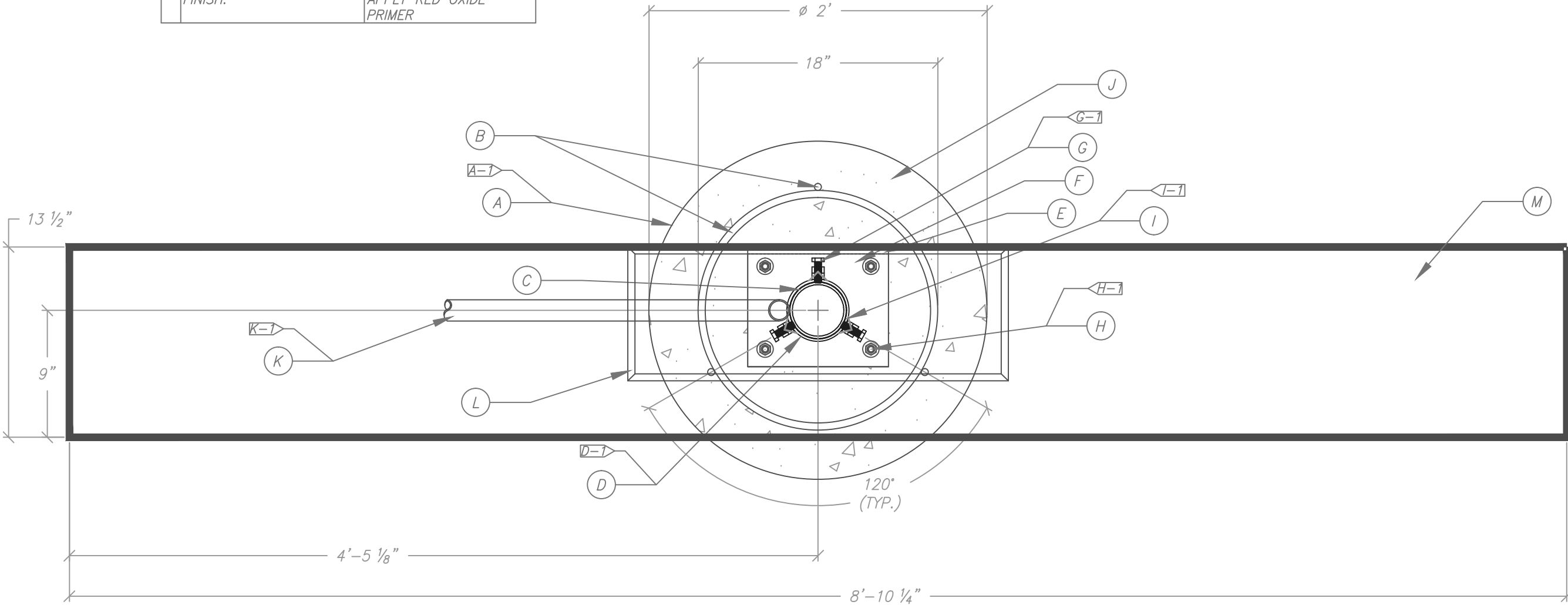
**CULVER FRANCHISING SYSTEM, INC.
MB-DT-BASE
MAIN MENU BOARD
SIDE VIEW**

Project Number:	9902
Drawn By:	DEN
Reviewed By:	MW
Date:	7-25-17
Sheet Number:	

DRIVE-THROUGH/MAIN MENU BOARD		
Ⓐ	AUGER	
	SIZE:	24" UNLESS OTHERWISE DETERMINED BY ENGINEERING/CODE REQUIREMENTS
	A-1	NO OVERDIG WILL BE ALLOWED. THE SOIL REMAINING OUTSIDE OF THE DIMENSIONAL LIMITS OF THE AUGERED HOLE IS TO REMAIN UNDISTURBED.
Ⓑ	REBAR REINFORCING	
	SIZE:	#4'S UNLESS OTHERWISE DETERMINED BY ENGINEERING/CODE REQUIREMENTS
	SPACING:	TO BE DETERMINED ON SITE BY ENGINEER
Ⓒ	STEEL PIPE	
	MATERIAL:	3 1/2" SCHEDULE 40
	FINISH:	SAND SMOOTH APPLY RED OXIDE PRIMER

Ⓓ	STEEL PIPE	
	MATERIAL:	4" SCHEDULE 40
	FINISH:	SAND SMOOTH APPLY RED OXIDE PRIMER
	D-1	WELDED TO MOUNTING PLATE ALL THE WAY AROUND-2 PLACES
Ⓔ	OUTSIDE BASE MOUNTING PLATE	SEE SHEET 5
	MATERIAL:	5/8" PLATE STEEL
Ⓕ	INSIDE BASE MOUNTING PLATE	SEE SHEET 5
	MATERIAL:	5/8" PLATE STEEL
Ⓖ	PIPE BOLTS	
	MATERIAL:	1/2" x 1 3/4" BOLTS / NUTS
	G-1	6 PLACES

Ⓗ	MOUNTING PLATE BOLTS	
	MATERIAL:	1/2" x 2 1/2" BOLTS / NUTS / WASHERS
	H-1	4 PLACES
Ⓘ	BASE PIPE SUPPORT	
	MATERIAL:	1" STEEL ANGLE-3 PLACES
	I-1	WELDED TO BASE PIPE
⓵	BACKFILL	
	MATERIAL:	2500 PSI CONCRETE OR AS PER ENGINEERING
Ⓚ	ELECTRICAL PRIMARY	
	K-1	CONDUIT, SWEEP THROUGH FOOTING
Ⓛ	SIGN SKIRT	
	MATERIAL:	0.063" ROUTED ALUMINUM
Ⓜ	MAIN MENU BOARD	
	PART #:	MB-DT-46



SCALE 1/8" = 1"

LOCATION:
CULVER'S

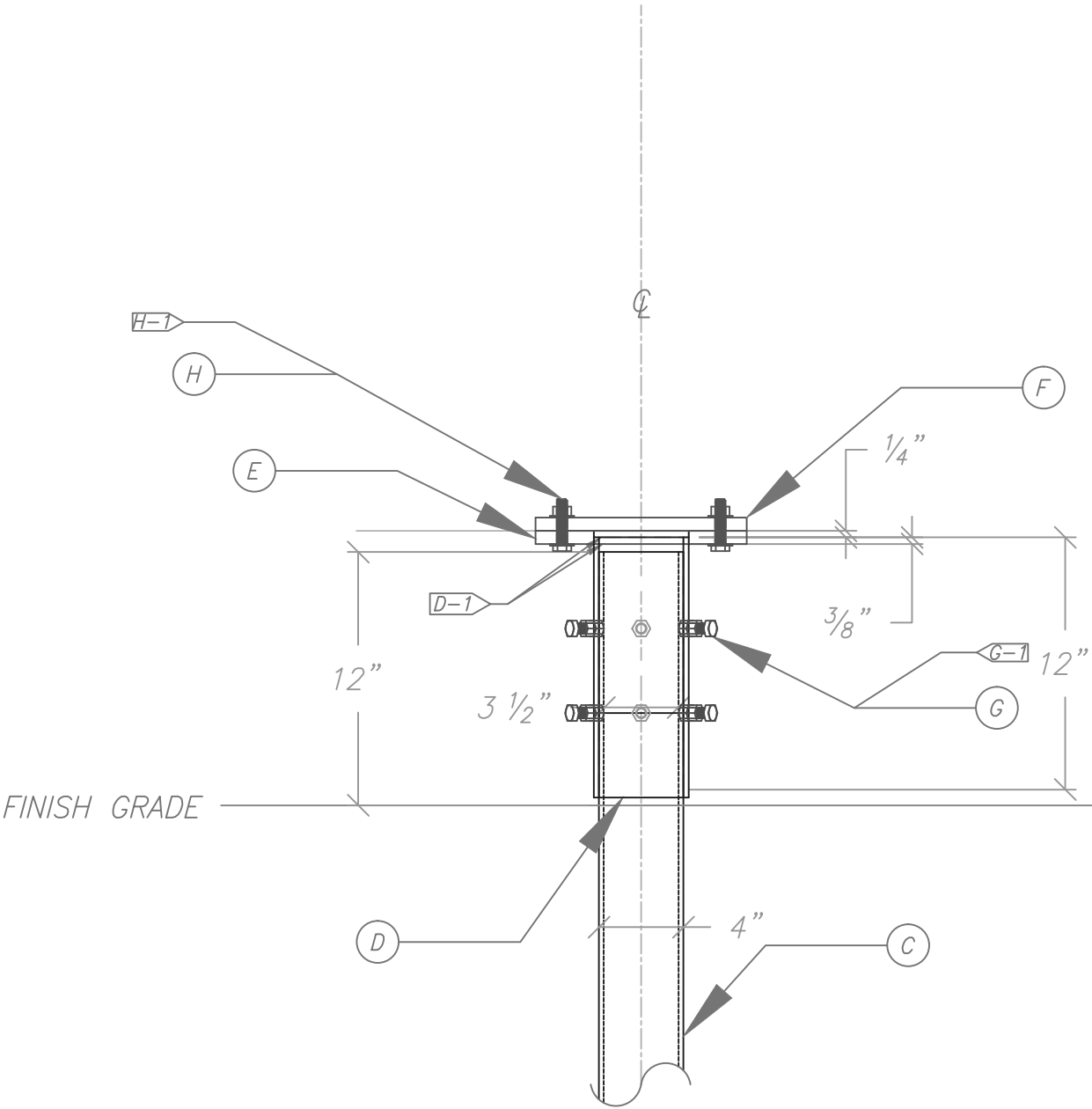
SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Client:
Culver Franchising
System, Inc.
540 Water Street
Prairie du Sac, WI 53578
p (608) 643-7980

CULVER FRANCHISING SYSTEM, INC.
MB-DT-BASE
MAIN MENU BOARD
TOP VIEW

Project Number: 9902
Drawn By: DEN
Reviewed By: MW
Date: 7-25-17
Sheet Number:

3 OF 5



DRIVE-THROUGH/MAIN MENU BOARD	
Ⓒ STEEL PIPE	
MATERIAL:	3 1/2" SCHEDULE 40
FINISH:	SAND SMOOTH APPLY RED OXIDE PRIMER
Ⓓ STEEL PIPE	
MATERIAL:	4" SCHEDULE 40
FINISH:	SAND SMOOTH APPLY RED OXIDE PRIMER
D-1	WELDED TO MOUNTING PLATE ALL THE WAY AROUND-2 PLACES
Ⓔ OUTSIDE BASE MOUNTING PLATE	SEE SHEET 5
MATERIAL:	5/8" PLATE STEEL
Ⓕ INSIDE BASE MOUNTING PLATE	SEE SHEET 5
MATERIAL:	5/8" PLATE STEEL
Ⓖ PIPE BOLTS	
MATERIAL	1/2" x 1 3/4" BOLTS / NUTS
G-1	6 PLACES
Ⓗ MOUNTING PLATE BOLTS	
MATERIAL:	1/2" x 2 1/2" BOLTS / NUTS / WASHERS
H-1	4 PLACES

SCALE 1/8" = 1"

LOCATION:
CULVER'S

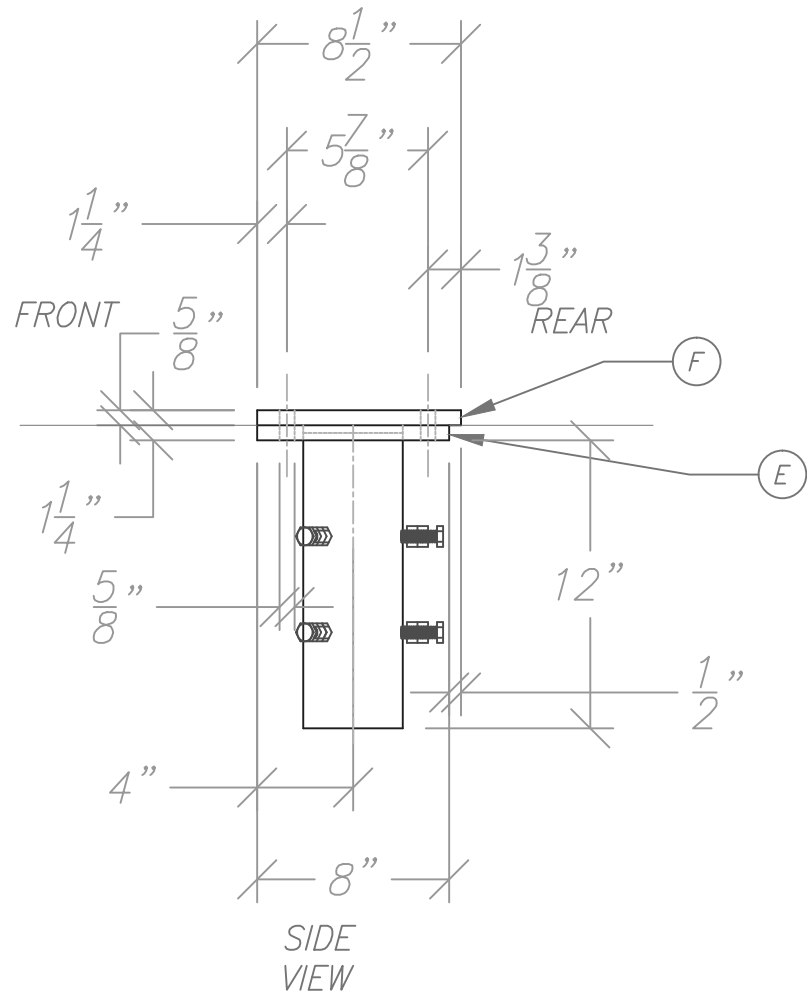
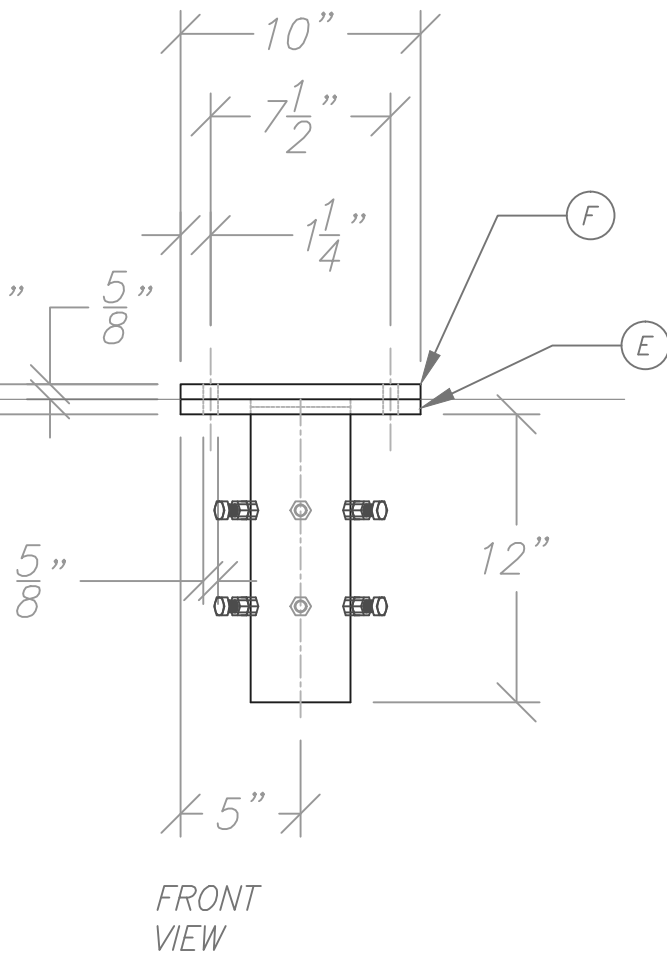
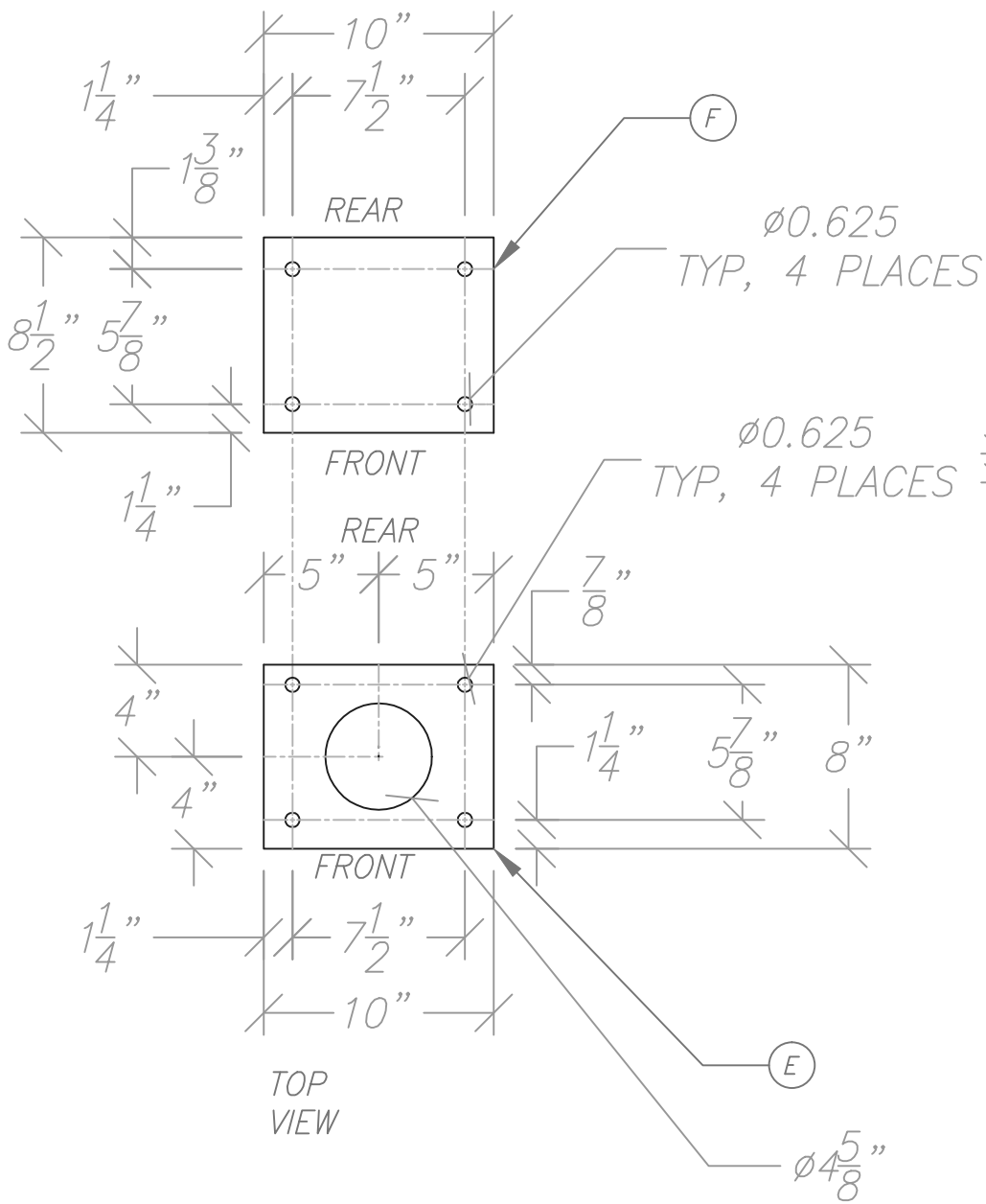
SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Client:
Culver Franchising
System, Inc.
540 Water Street
Prairie du Sac, WI 53578
p (608) 643-7980

CULVER FRANCHISING SYSTEM, INC.
DRIVE-THROUGH/MAIN MENU BOARD
SIGN BASE
DETAIL A

Project Number: 9902
Drawn By: DEN
Reviewed By: MW
Date: 7-25-17

Sheet Number:
4 OF 5



DRIVE-THROUGH/MAIN MENU BOARD	
E	OUTSIDE BASE MOUNTING PLATE
	MATERIAL: 5/8" PLATE STEEL
F	INSIDE BASE MOUNTING PLATE
	MATERIAL: 5/8" PLATE STEEL

LOCATION:
CULVER'S

SPRINGFIELD SIGN
4825 E. Kearney St.
Springfield, MO 65803
(417) 862-2454

Client:
Culver Franchising
System, Inc.
540 Water Street
Prairie du Sac, WI 53578
p (608) 643-7980

CULVER FRANCHISING SYSTEM, INC.
DRIVE-THROUGH/MAIN MENU BOARD
BASE MOUNTING PLATES
SIGN BASE-DETAIL

Project Number: 9902
Drawn By: DEN
Reviewed By: MW
Date: 7-25-17
Sheet Number:

5 OF 5

SCALE 1/8" = 1"

Main Office
920-262-4060

Brian Zirbes
920-262-4041

Mark Hady
920-342-0986

Nikki Zimmerman
920-262-4045

Dell Zwieg
920-262-4042

Doug Zwieg
920-262-4062

Dennis Quest
920-262-4061

TO: Plan Commission
DATE: May 22, 2023
SUBJECT: Hunter Oaks PUD – Recommendation to Council

Recommendation to Council for a Planned Unit Development (PUD) General Development Plan (GDP) requested by John Donovan, agent for Bielinski Homes Inc., Hunter Oaks Subdivision, West Street, Watertown, WI. Parcel PIN(s): 291-0815-0642-005, 291-0815-0642-004, 291-0815-0642-003, 291-0815-0642-006, 291-0815-0642-007, 291-0815-0643-001 & 291-0815-0644-022

SITE DETAILS:

Acres: 58.89

Current Zoning: PUD Overlay

Existing Land Use: Undeveloped

Future Land Use Designation(s): Neighborhood Mixed Use, Multi-Family, Two Family, & Single-Family

BACKGROUND AND APPLICATION DESCRIPTION:

Applicant is seeking a Recommendation to Council by the Plan Commission for a Planned Unit Development (PUD) General Development Plan (GDP). The proposal looks to revise a now expired General Development Plan from 2017. The proposal consists of 27 two-family Ranch Style Condominiums, 34 two-family Sabrina Ranch Style condominiums, and 91 single-family home lots. Changes to the GDP proposal as a result of comments from Plan Commission, Site Plan Review Committee, and a public hearing before the Common Council have been incorporated into the attached GDP dated April 14th, 2023. These changes include minor text edits, clarification of the park dedication and access, changes to lot configurations in the Single Family Area H-2, and additional information on private roadway widths.

STAFF EVALUATION:

Land Use and Zoning:

The proposed PUD General Development Plan is requesting flexibilities to Zoning Standards as allowed under the Zoning Code *[per § 550-152B]*. For the proposed condominiums, the applicant seeks to reduce the Minimum Lot Area requirements from 4,350 sq. ft. per dwelling unit to 2,600 sq. ft. per dwelling unit and reduce the Minimum Street Yard from 40 ft to 25 ft.

An additional flexibility requested by the applicant is the use of condominium plats for a few areas of the proposed development. Approval of this flexibility would allow multiple principal structures per lot and private streets.

Flexibilities allowed by a Planned Unit Development under Section § 550-152B:

B. Provision of flexible development standards for planned unit developments.

- (1) Permitted location. Planned unit developments shall be permitted with the approval of a Planned Unit Development Overlay Zoning District specific to the approved planned unit development.*
- (2) Flexible development standards. The following exemptions to the development standards of the underlying zoning district may be provided with the approval of a planned unit development:*

106 Jones Street • P.O. Box 477 • Watertown, WI 53094-0477 • Phone 920.262.4060

Opportunity Runs Through It

- (a) *Land use requirements. All land uses listed as "residential," "institutional" or "commercial" may be permitted within a planned unit development.*
 - (b) *Density and intensity requirements. All requirements listed for residential density and nonresidential intensity may be waived within a planned unit development.*
 - (c) *Bulk requirements. All residential and nonresidential bulk requirements may be waived within a planned unit development.*
 - (d) *Landscaping requirements. All landscaping requirements may be waived within a planned unit development.*
 - (e) *Parking and loading requirements. All requirements for off-street parking, traffic circulation, and off-street loading may be waived within a planned unit development.*
 - (f) *Drainageway Overlay District requirements. All Drainageway Overlay District requirements may be waived within a planned unit development.*
- (3) *Requirements to depict all aspects of development. Only development which is explicitly depicted on the required site plan approved by the Common Council as part of the approved 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. Requested exemptions from these standards 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 exemptions shall not be permitted. Flexible development standards shall be limited to density and intensity bonuses of no greater than 25% higher than otherwise permitted by the MR-10 District, unless specifically granted by the Common Council, and shall be limited to reductions in bulk, landscaping, parking and loading requirements of no greater than 25% lower than otherwise permitted for the proposed land uses, unless specifically granted by the Common Council.*

Per Sections § 550-152G(2), the GDP step shall be identical to that for Zoning Map amendments:

- (2) *The process and fees for review and approval of the GDP shall be identical to that for Zoning Map amendments per this chapter and (if land is to be divided) to that for preliminary and final plats of subdivision per the City Code.*

PUBLIC HEARING COMMENTS:

May 16, 2023 public hearing comments:

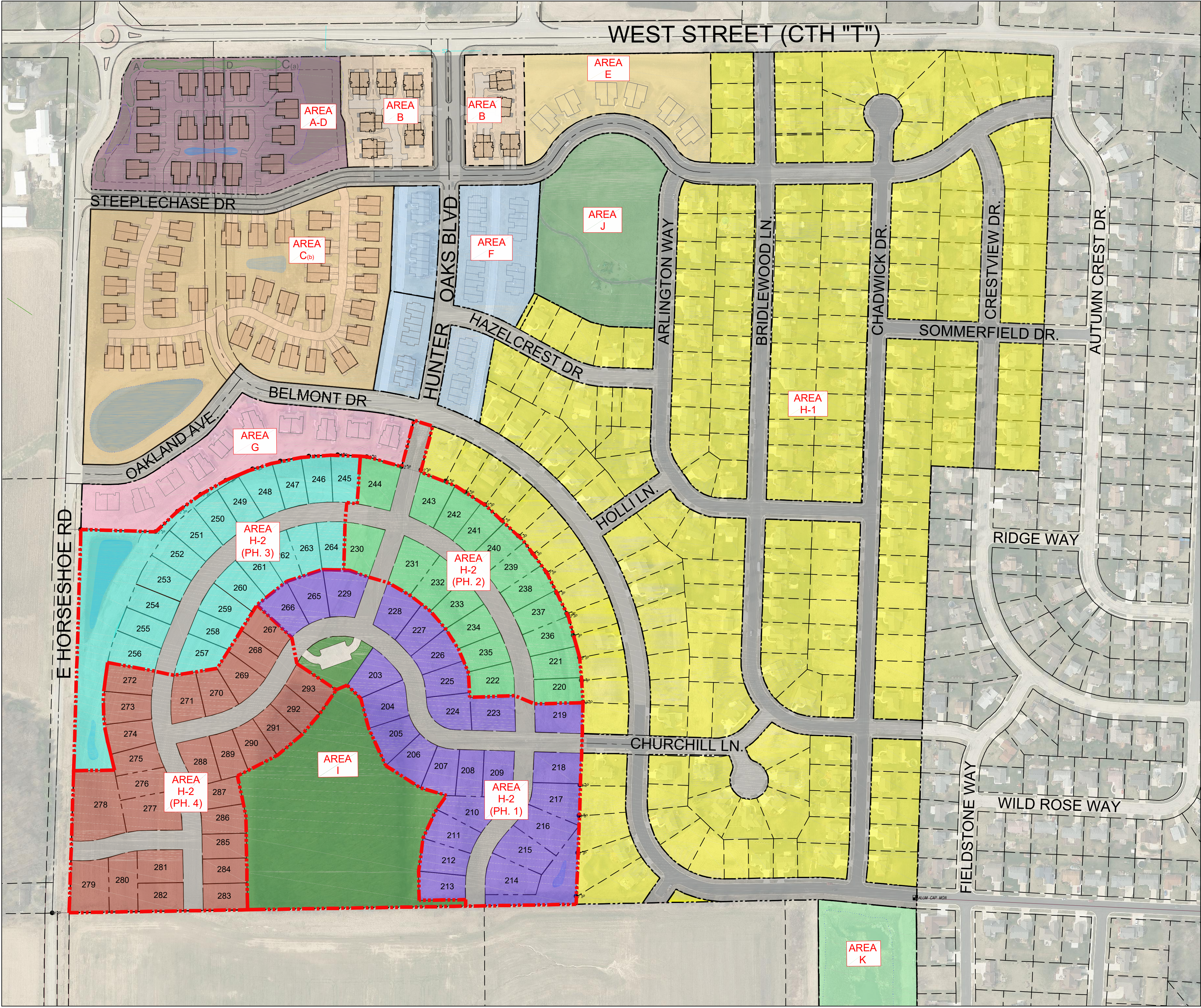
PLAN COMMISSION OPTIONS:

The following are possible options for the Plan Commission:

1. Negative recommendation of the General Development Plan (GDP) to Common Council.
2. Positive recommendation of General Development Plan (GDP) to Common Council.
3. Positive recommendation of the General Development Plan (GDP) to Common Council, with conditions identified by the Plan Commission.

ATTACHMENTS:

- Application materials.



GENERAL DEVELOPMENT PLAN
"Hunter Oaks Neighborhood"
City of Watertown, Wisconsin

Site Data Table (Original)

Acreage Calculations & Unit Counts					
Area	Land Use	Net Acreage	Number of Units	Net Density	% of Unit Count
A	Neighborhood Retail	3.3			
B	Neighborhood Retail	2.8			
C(a)	Multi-Family Homes	3.8	54	14.2	9.0%
C(b)	Multi-Family Homes	6.2	81	13.1	16.7%
D	Branch Fire Station				
E	Single-Family Attached Condos (2-Unit)	3.2	12	3.8	2.0%
F	Single-Family Attached Condos (4 to 6 Unit)	5	50	10	9.0%
G	Single-Family Attached Condos (4 to 8 Unit)	6.4	60	9.4	11.0%
H	Single-Family Attached Condos (2-Unit)	3.7	20	5.4	4.0%
I	Single-Family Lots (75'w to 110'w)	3.8	294	3.9	51.0%
J	Neighborhood Park	8.2	-	-	
K	Neighborhood Park	4.3	-	-	
L	Storm Water Detention	8.9	-	-	
	Street Right of Way	38.9			
Total Project Area		169.7	571		

Site Data Table (Revised)

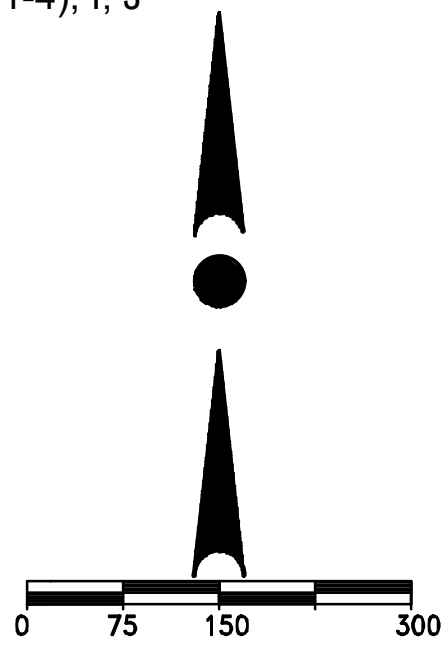
Acreage Calculations & Unit Counts					
Area	Land Use	Net Acreage	Number of Units	Net Density	% of Unit Count
A-D	Multi-Family Condos (2-Unit)	6.5	34	5.23	6.8%
B	Single-Family Attached Condos (2-Unit)	3.5	20	5.71	4.0%
C(b)	Multi-Family Homes	13.1	68	5.2	13.7%
E	Single-Family Attached Condos (2-unit)	3.3	12	3.64	2.4%
F	Single-Family Attached Condos (4 to 6 Unit)	5.1	50	9.80	10.1%
G	Single-Family Attached Condos (2-Unit)	3.8	20	5.26	4.0%
H-1	Single-Family Lots	55.3	202	3.60	40.8%
H-2 (P1)	Single-Family Lots	8.5	26	3.06	5.2%
H-2 (P2)	Single-Family Lots	5.3	18	3.39	3.6%
H-2 (P3)	Single-Family Lots	7.8	20	2.56	4.0%
H-2 (P4)	Single-Family Lots	8.1	27	3.33	5.4%
I	Neighborhood Park	7.1	-	-	
J	Neighborhood Park	4.4	-	-	
K	Storm Water Detention	8.9	-	-	
	Street Right of Way	32.5			
Total Project Area		173.2	497		

Overall Gross Density:
• 497 Total Units / 173.2 Total Project Acres = 2.87 DUA
Overall Net Density:
• 497 Total Units / 140.7 = 3.53 DUA
*Net Residential & Neighborhood Park Land Use Acres

*Net Residential & Neighborhood Park Land Use Acres is Equal to Areas A-D, B, C(b), E, F, G, H-1, H-2(P1-4), I, J



4100 North Calhoun Road
Brookfield, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com



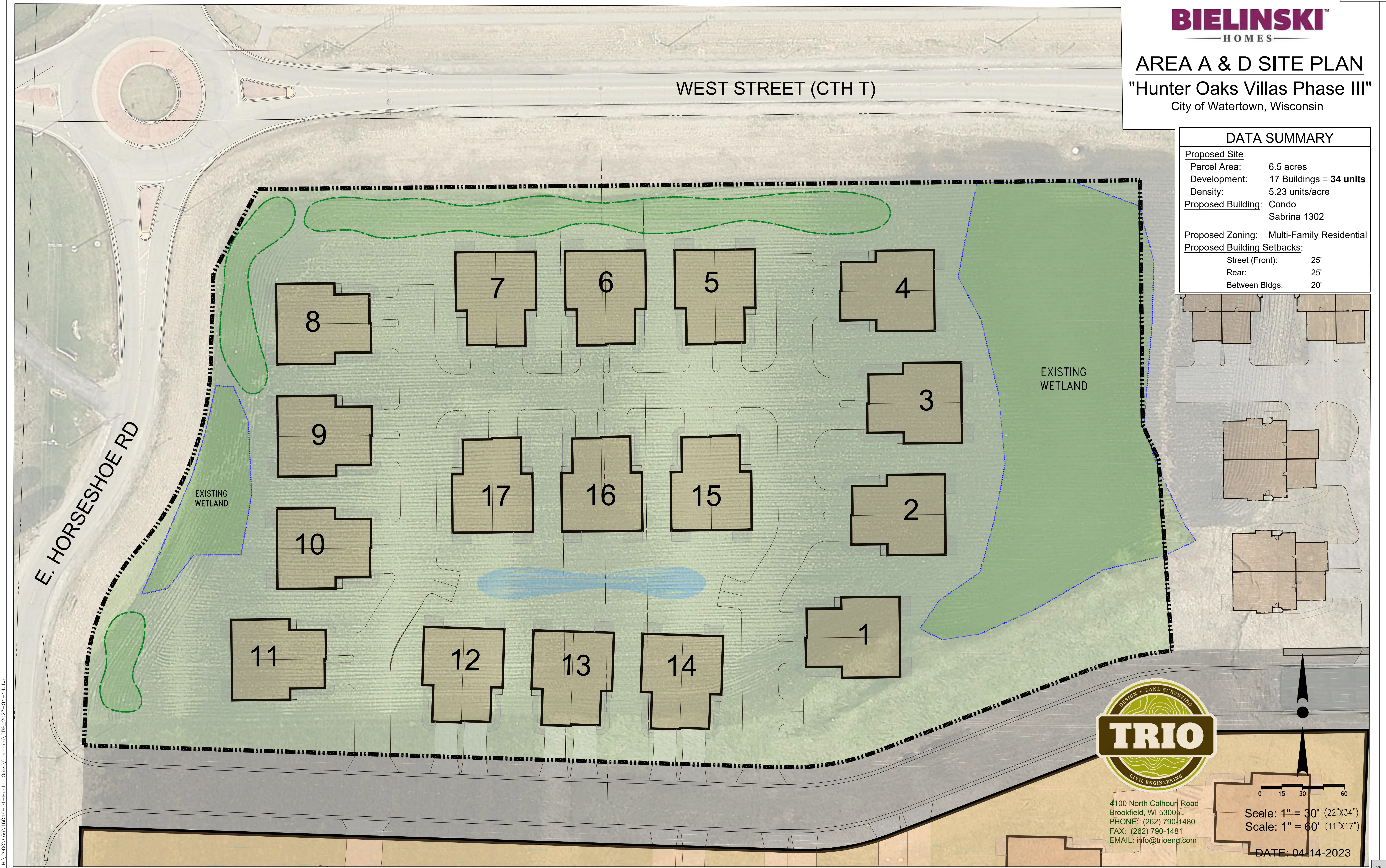
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Scale: 1" = 300' (11"x17")

DATE: 04-14-2023



AREA A & D SITE PLAN
"Hunter Oaks Villas Phase III"
City of Watertown, Wisconsin

DATA SUMMARY	
<u>Proposed Site</u>	
Parcel Area:	6.5 acres
Development:	17 Buildings = 34 units
Density:	5.23 units/acre
<u>Proposed Building:</u> Condo	
Sabrina 1302	
<u>Proposed Zoning:</u> Multi-Family Residential	
<u>Proposed Building Setbacks:</u>	
Street (Front):	25'
Rear:	25'
Between Bldgs:	20'



4100 North Calhoun Road
Brookfield, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

Scale: 1" = 30' (22"x34")
Scale: 1" = 60' (11"x17")
DATE: 04/14/2023



AREA B SITE PLAN
"Hunter Oaks Villas Phase II"
City of Watertown, Wisconsin

DATA SUMMARY

Proposed Site	
Parcel Area:	3.5 acres
Development:	10 Buildings = 20 units
Density:	5.71 units/acre
Proposed Building:	
Phase 1:	Condo (Existing)
Phase 2:	Condo
	Adalyn 1300
Proposed Zoning: Multi-Family Residential	
Proposed Building Setbacks:	

EXISTING
WETLAND

PHASE II

PHASE I
(EXISTING)

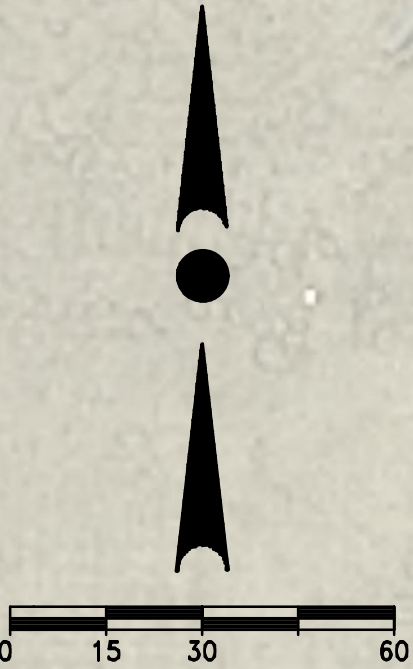
HUNTER OAKS BLVD

STEEPLECHASE

DRIVE



4100 North Calhoun Road
Brookfield, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com



Scale: 1" = 30' (22"x34")
Scale: 1" = 60' (11"x17")

DATE: 04-14-2023

AREA C(b) SITE PLAN

"Hunter Oaks Cottages"

City of Watertown, Wisconsin

SITE PLAN 3



DATA SUMMARY

Proposed Site	
Parcel Area:	13.13 acres
Development:	68 Units
Density:	5.18 units/acre
Proposed Building: Condo	
Sabrina 1302	
Proposed Zoning: Multi-Family Residential	
Proposed Building Setbacks:	
Street (Front):	25'
Rear:	25'
Between Bldgs:	20'



4100 North Calhoun Road
Brookfield, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com



0 20 40 80

Scale: 1" = 50' (22"x34")

Scale: 1" = 100'(11"x17")

DATE: 04-14-2023

AREA H & I SITE PLAN

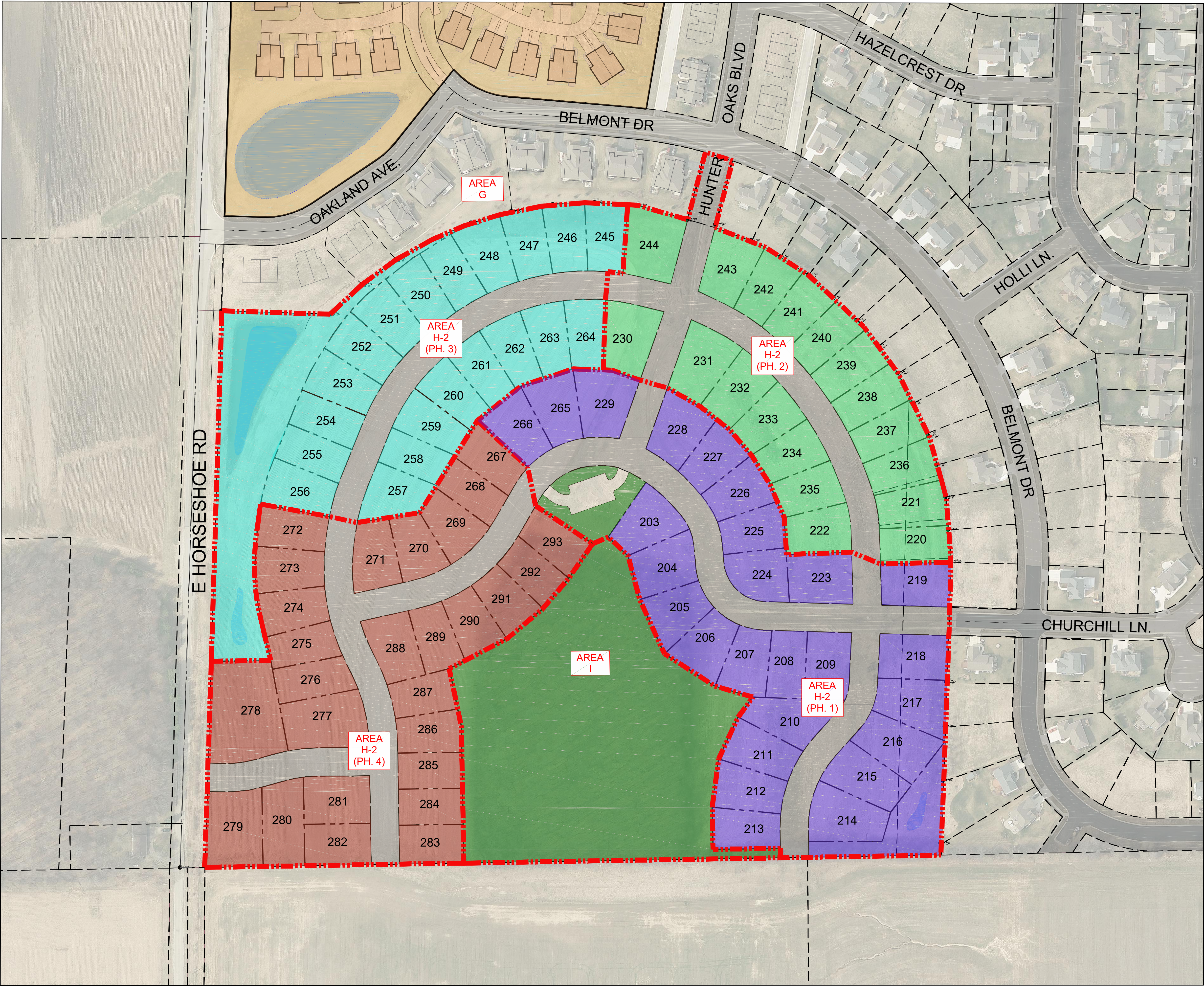
"Hunter Oaks"
Neighborhood

City of Watertown, Wisconsin

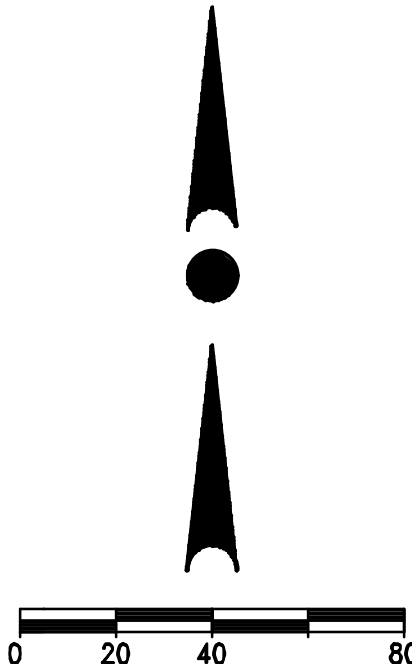


DATA SUMMARY

Proposed Site	
Area H-2:	
Phase 1	26 Single Family Lots Area = 8.5 Acres
Phase 2	18 Single Family Lots Area = 5.3 Acres
Phase 3	20 Single Family Lots Area = 7.8 Acres
Phase 4	27 Single Family Lots Area = 8.1 Acres
Total Lots: 91 Single Family Lots Total Area: 29.7 Acres Density: 3.06 units/acre	
Area I:	Neighborhood Park Net Area = 7.1 acres
Proposed Single Family Lot Requirements:	
Min. Lot Area: 8,000 s.f.	
Min. Lot Width: 75'	
Setbacks:	Street (Front): 25'
	Rear: 25'
	Side: 8'
Total Street Length: 5,580.0 ft.	



4100 North Calhoun Road
Brookfield, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com



Scale: 1" = 100' (22"x34")

Scale: 1" = 200' (11"x17")

DATE: 04-14-2023

Main Office
920-262-4060

Brian Zirbes
920-262-4041

Mark Hady
920-342-0986

Nikki Zimmerman
920-262-4045

Dell Zwieg
920-262-4042

Doug Zwieg
920-262-4062

Dennis Quest
920-262-4061

TO: Plan Commission
DATE: May 22th, 2023
SUBJECT: Hilltop Road - Extraterritorial Certified Survey Map (CSM)

A request by Thomas Funk to create a Certified Survey Map (CSM) within the City of Watertown. Parcel PIN: 291-0815-1633-001

SITE DETAILS:

Parent Parcel Acres: 28.50

Proposed Lot Size(s): Lot 1 – 9.21 acres, Outlot 1 - 12.14 acres, Outlot 2 - 5.89 acres

Jurisdiction: City of Watertown

BACKGROUND & APPLICATION DESCRIPTION:

The applicant is proposing to create a CSM with one lot and two outlots. Lot 1, located on the western side of the property, will be 9.21 acres and access Gateway Dr with right turn in and right turn out access only. Outlots 1 and 2 along with an 80 foot right-of-way extension for Market Way will be located on the east side of the parcel. The CSM utilizes the outlots to delay the need to construct the extension of Market Way until development is proposed for these areas.

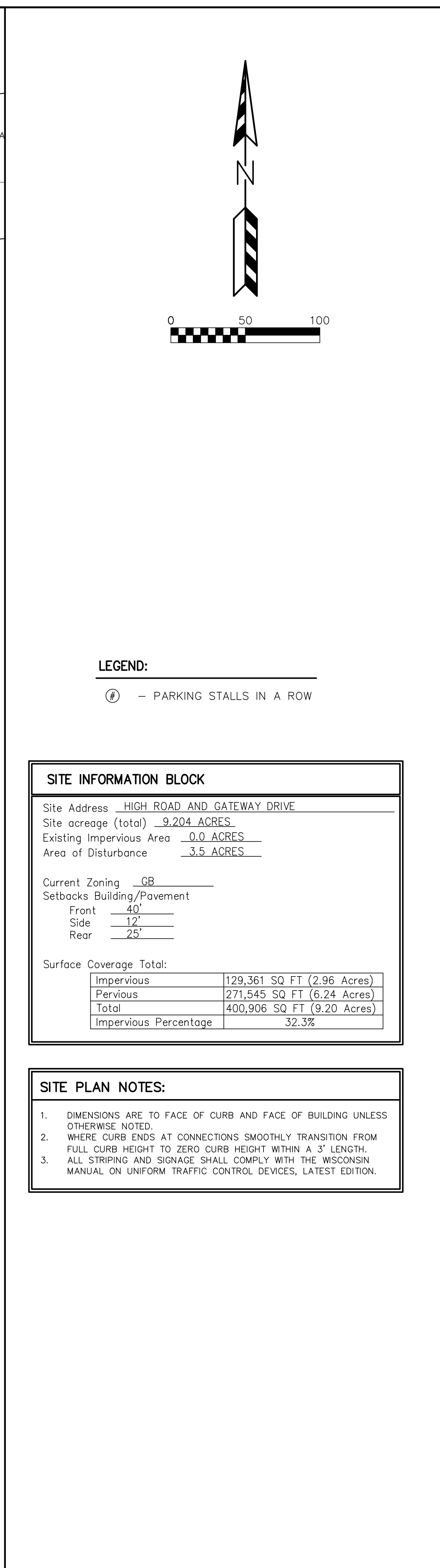
PLAN COMMISSION OPTIONS:

The following possible options for the Plan Commission:

1. Deny the preliminary extraterritorial CSM.
2. Approve the preliminary extraterritorial CSM without conditions.
3. Approve the preliminary CSM with other conditions as identified by the City of Watertown Plan Commission.

ATTACHMENTS:

- Application materials.

[illegible]

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

PROJECT TITLE:

**WATERTOWN STORAGE
HIGH ROAD
WATERTOWN, WI**

CONCEPT PLAN

DRAWN BY: **JDR**
DESIGNED BY: **JDR**
CHECKED BY: **KJP**

PLAN DATE:
4.20.2023

PROJECT NO:
\\AT-05-22

PRELIMINARY

SHEET NO:

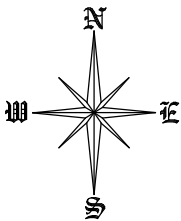
C1.02

PRELIMINARY CERTIFIED SURVEY MAP

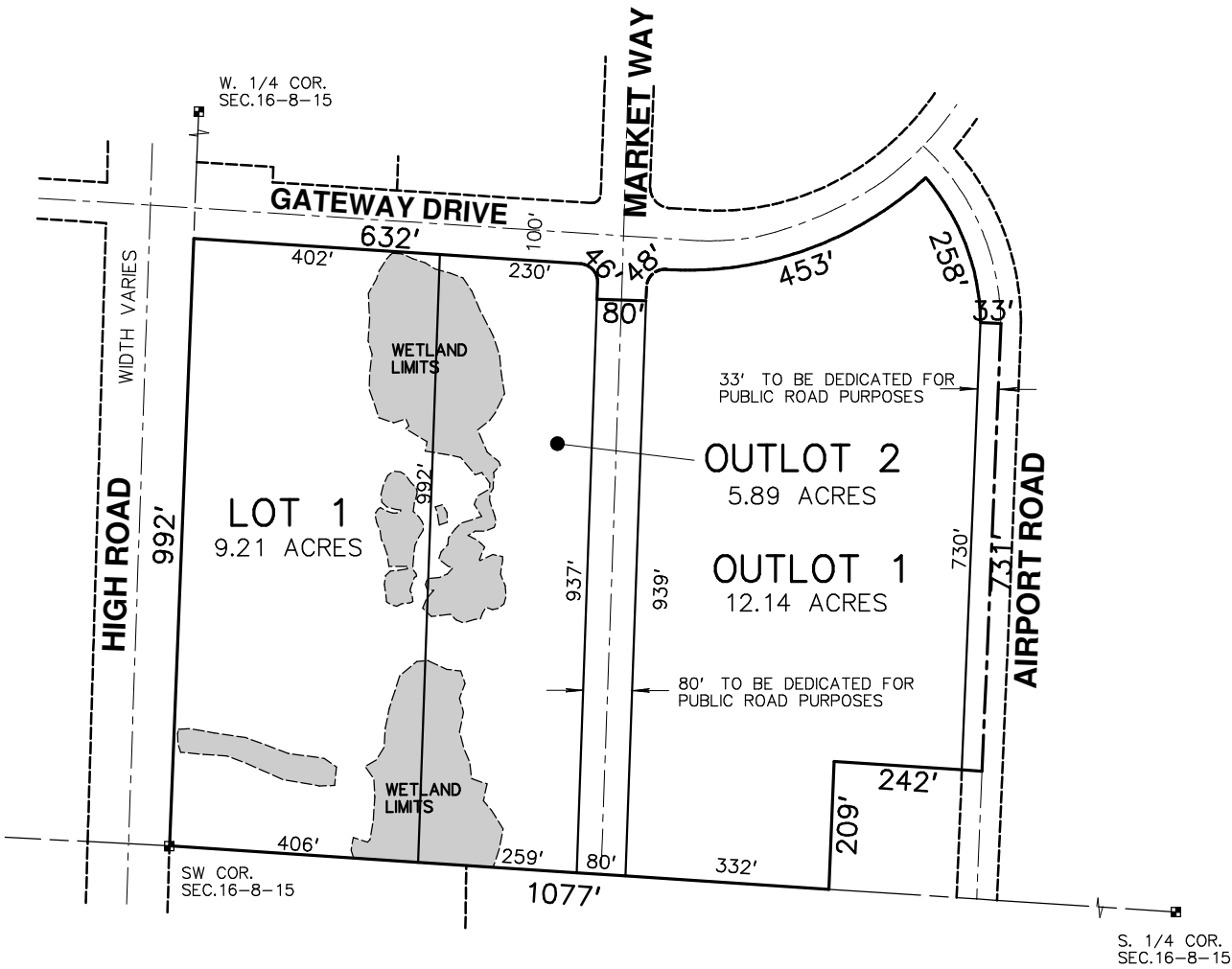
PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16
TOWN 8 NORTH, RANGE 15 EAST, CITY OF WATERTOWN,
JEFFERSON COUNTY, WISCONSIN.



SCALE: 1"=300'



OWNER
THOMAS FUNK
2002 AIRPORT RD
WATERTOWN, WI 53094



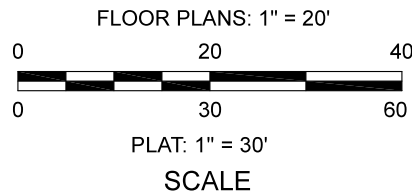
NOTE:
WETLAND LOCATION SUPPLIED BY
PARISH SURVEY & ENGINEERING

KW SURVEYING, INC.
725 PALMYRA STREET
P.O. BOX 32
SULLIVAN, WI. 53178
(262)-593-5800

WATERTOWN MEADOWS CONDOMINIUM

A CONDOMINIUM PLAT

CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN



SURVEYORS CERTIFICATE:

I, Mark A. Pynnonen, Wisconsin Professional Land Surveyor No. 2538, do hereby certify that I have surveyed and mapped the property described and pictured hereon in accordance with official records. I further certify that this plat is prepared in accordance with Wisconsin Statutes Section 703.11 and is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from this plat.

Mark A. Pynnonen, P.L.S. No. 2538

Description:

Lot 5, Lemminger's Addition, City of Watertown,
Jefferson County, Wisconsin.

Notes

- 1) This property is subject to any and all easements and agreements, both recorded and unrecorded.
- 2) Wetlands, if present, have not been delineated.
- 3) This survey shows above-ground improvements only. No guarantee is made for below-ground structures.
- 4) All areas outside of building are Limited Common Elements unless otherwise noted hereon or in the Condominium Declaration.

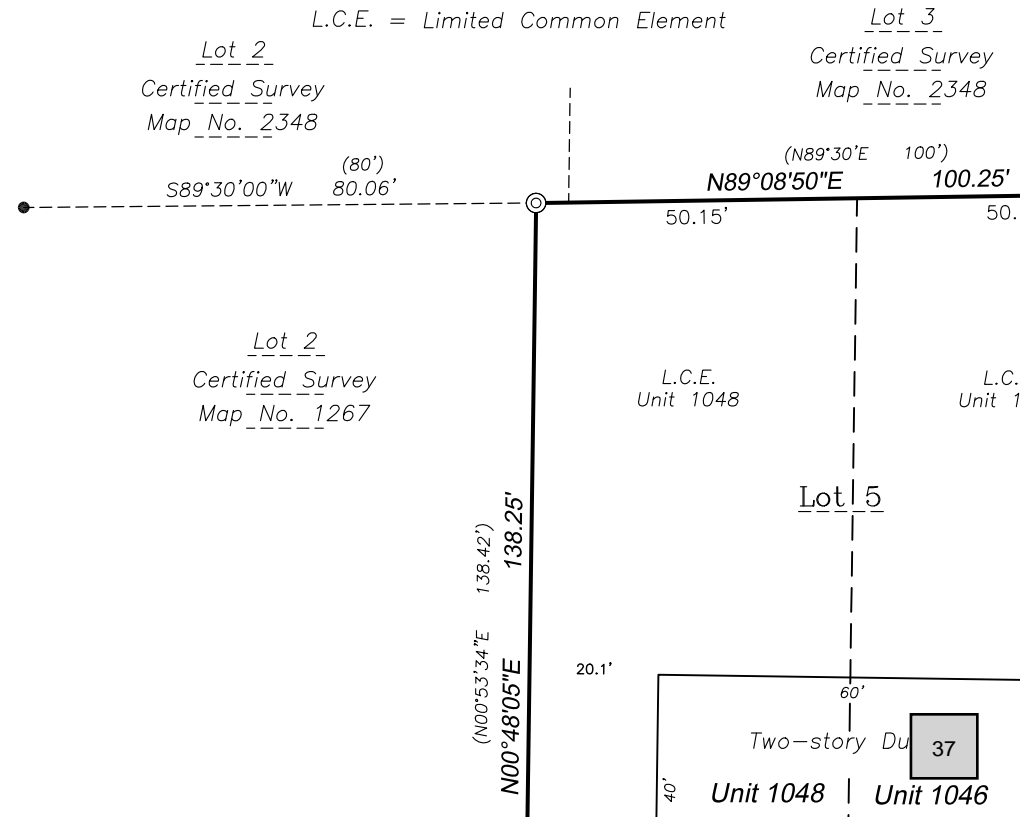
Bearings referenced to the North right
of way line of Meadow Street Drive,
platted bearing N85°58'45"E

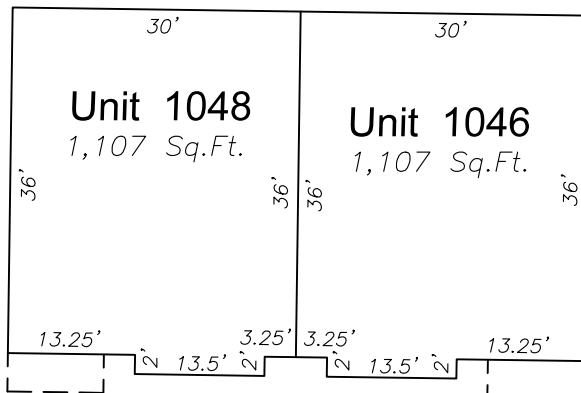
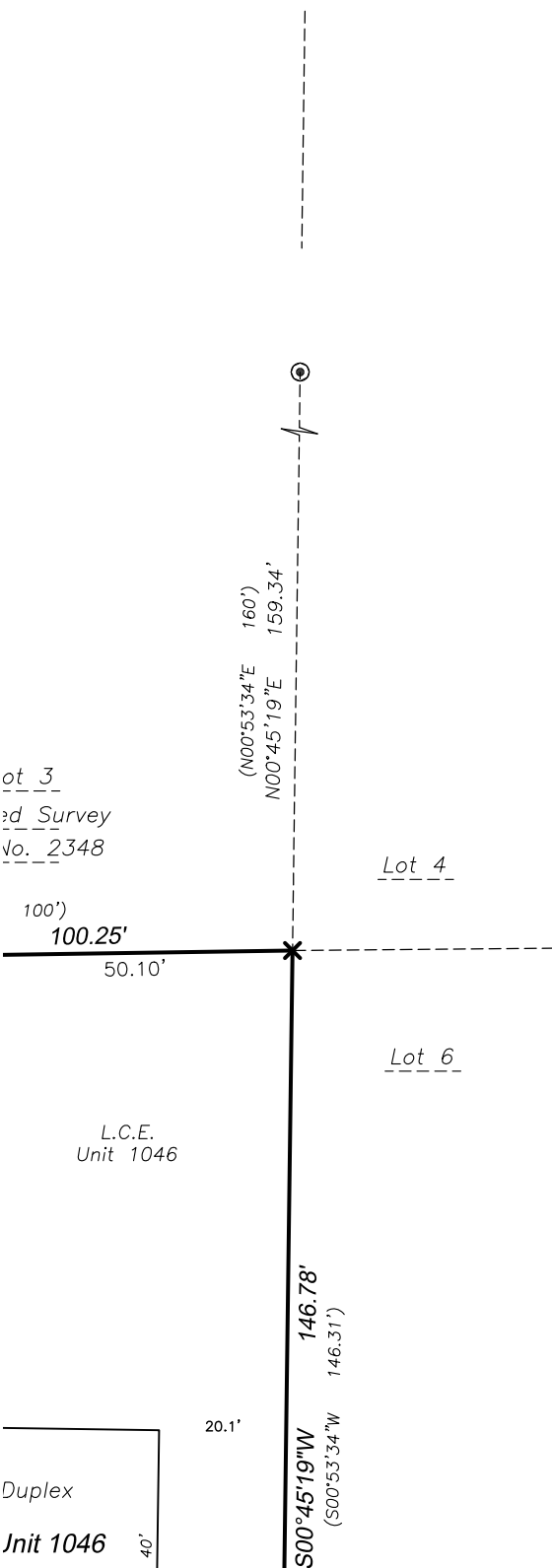
Legend:

- = Found $\frac{3}{4}$ " Iron Bar
- ⊙ = Found 1- $\frac{1}{4}$ " Iron Bar
- ⊙ = Found 1" Iron Pipe
- ✕ = Found Chiseled 'x' in Concrete
- = Set $\frac{3}{4}$ " Iron Rebar
wt. 1.68 lb./lin. ft.

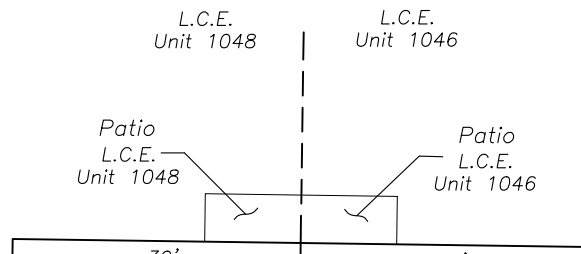
C.E. = Common Element

L.C.E. = Limited Common Element





Upper Level



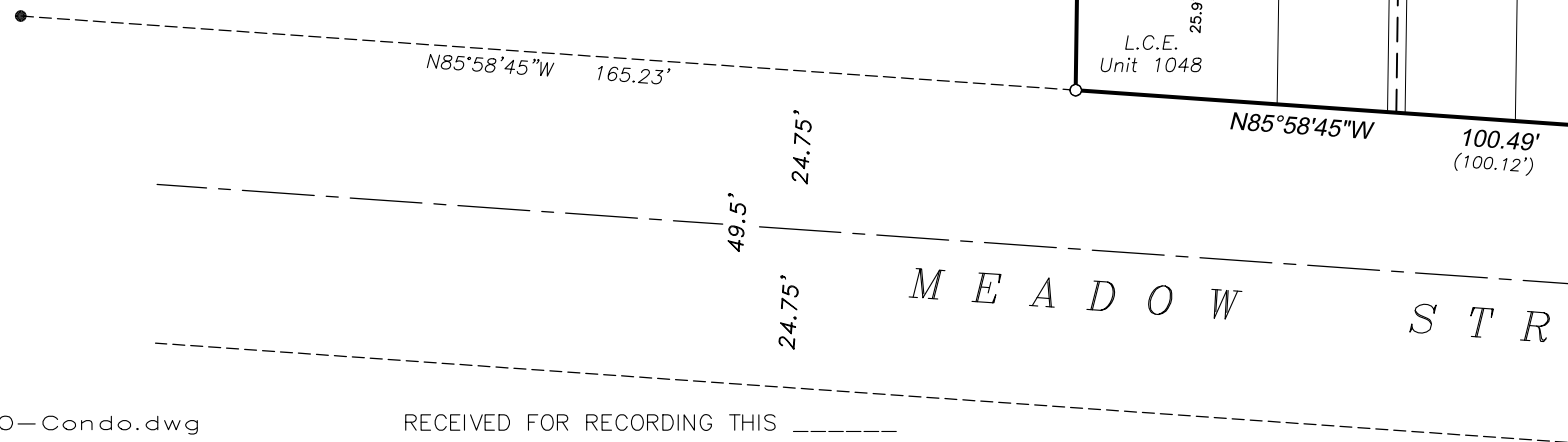
Main Level

Description:

Lot 5, Lemminger's Addition, City of Watertown,
Jefferson County, Wisconsin.

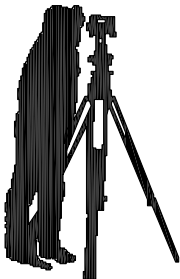
Notes

- 1) This property is subject to any and all easements and agreements, both recorded and unrecorded.
- 2) Wetlands, if present, have not been delineated.
- 3) This survey shows above-ground improvements only. No guarantee is made for below-ground structures.
- 4) All areas outside of building are Limited Common Elements unless otherwise noted hereon or in the Condominium Declaration.
- 5) Porches, patios, drives, garages and areas outside buildings immediately adjacent to the Units are Limited Common Elements for the appurtenant Units.
- 6) Unit areas are taken from building plans provided and/or calculated from the outside dimensions of the buildings. They are therefore approximate.



L: \2022\220910-Condo.dwg

BIRRENKOTT SURVEYING



PREPARED BY:
BIRRENKOTT SURVEYING, INC.
1677 N. BRISTOL STREET
P.O. BOX 237
SUN PRAIRIE, WI 53590
(608) 837-7463 office
(608) 837-1081 fax

PREPARED FOR:
Brittany Soto
761 N. Forest Ridge Ct.
Oconomowoc, WI 53066

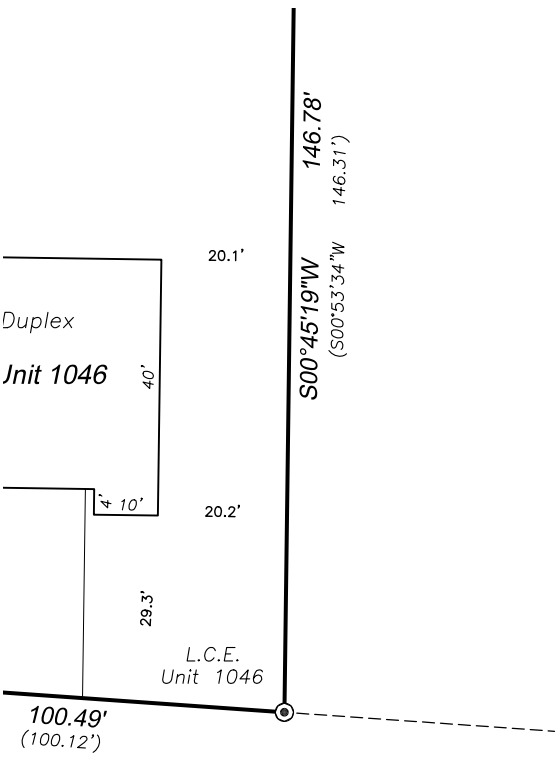
RECEIVED FOR RECORDING THIS _____
DAY OF _____, 2023 AT
_____ O'CLOCK _____M, AND
RECORDED IN VOLUME _____ OF
CONDOMINIUM PLATS ON PAGE _____, AS
DOCUMENT NUMBER _____.

STACI M. HOFFMAN, REGISTER OF DEEDS
JEFFERSON COUNTY, WISCONSIN

CITY OF WATERTOWN APPROVAL

There are no objections to this condominium respect to Chapter 703 Wis. Stats. and it is approved for recording.

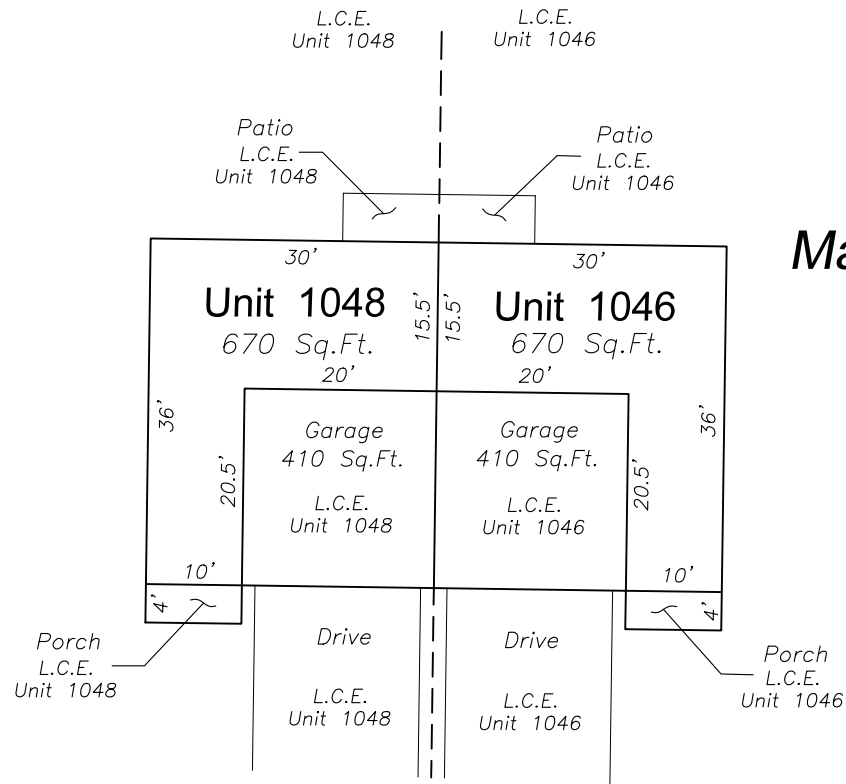
Director of Building, Safety and Zoning Department
City of Watertown Dated: _____



T R E E T

condominium with
s. and it is hereby

oning Department.
:



Main Level

Document No.

DECLARATION OF
CONDOMINIUM

Return to:

291-0815-0522-029
Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this “Declaration”) is made this ____ day of ____, 2023, by B & M Group LLC, a Wisconsin limited liability company (the “Declarant”).

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the “Property”), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the “Condominium Ownership Act”).

ARTICLE II

NAME; DESCRIPTION OF PROPERTY; STATUTORY SMALL CONDOMINIUM ELECTION

2.01. Name. The name of the condominium created by this Declaration (the “Condominium”) is “1046/1048 Meadow Street Condominium.”

2.02. Legal Description. The land comprising the Property (the “Land”) is located in the City of Watertown, County of Jefferson, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03. Address. The address of the Condominium is 1046/1048 Meadow Street, Watertown, Wisconsin 53094.

2.04. Statutory Small Condominium Election. The Condominium is a small condominium, as defined in Section 703.02(14m) of the Condominium Ownership Act, and the following subsections apply to it: and Section 703.365(8) (concerning disclosure requirements).

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. One (1) building (“Building”) has been constructed with the location identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the “Condominium Plat”). The Condominium shall consist of two (2) units, which are mirror images of each other (individually a “Unit” and collectively the “Units”) located in the Building each with two (2) levels of living space, together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Unit 1 and Unit 2, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “Unit Owner.” When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

3.03. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.02:

- (a) Garage.
- (b) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.
- (c) Interior lights and light fixtures.
- (d) Cabinets.
- (e) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- (f) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.
- (g) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.
- (h) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for the gas fireplace system, furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Units are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

- (c) The crawl space located below the Units at the lowest level of the Building.
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and

4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All driveways, sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and
- (b) The lawn adjacent to each Unit as identified on the Condominium Plat.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements (the “Percentage Interest”) appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Each Unit’s Percentage shall be 50%.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner’s Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner’s name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association.

ARTICLE VI

[Reserved for Future Use]

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as “**1046/1048 Meadow Street Condominium Association, Inc.**,” a Wisconsin nonstock corporation (the “Association”), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association’s articles of incorporation (the “Articles”) and bylaws (the “Bylaws”), Chapter 703, Wisconsin Statutes (the “Condominium Ownership Act”), this Declaration, and Chapter 181, Wisconsin Statutes (the “Wisconsin Nonstock Corporation Law”). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules and Regulations”), this Declaration, the Articles, and

Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by two (2) which number represents the total number of Units within the Condominium.

7.04. Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios, driveways, and lawns and landscaping) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements except patios, driveways, and lawns and landscaping.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems). Each Unit Owner shall be further responsible for the maintenance, repair, and replacement, including all snow removal, of exterior patio areas, driveways, sidewalks, and lawn and landscaping

appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7.05. Annual Budget. The Association, annually, shall adopt and distribute to all Unit Owners an annual budget setting forth the following:

- (a) All anticipated Common Expenses and any amounts to be allocated to the Statutory Reserve Account, if any, and to any other funds for future expenditures.
- (b) The amount and purpose of any other anticipated Association expenditure.
- (c) The amount of any Statutory Reserve Account, or other reserve account, if any, or any other funds held for future expenditures.
- (d) Any common surpluses.
- (e) The amount and source of any income, other than assessments of the Unit Owners.
- (f) The aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessments.

7.06. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common

Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: improvements to the Common Elements and maintenance and management salaries and wages.

7.07. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

7.08. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.09. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.10 Statutory Reserve Account. Pursuant to the authority granted to the Declarant under Section 703.163(3)(c) of the Condominium Ownership Act, the Declarant hereby elects not to establish a statutory reserve account ("Statutory Reserve Account"), as the term "Statutory Reserve Account" is defined in Section 703.163(1)(b) of the Condominium Ownership Act. The Declarant is hereby authorized to execute and record a Statutory Reserve Account Statement, as required by Section 703.163(11) of the Condominium Ownership Act. Nothing herein shall prohibit the Declarant, or the Association, from making a later determination to establish a Statutory Reserve Account pursuant to the procedures set forth in Section 703.163 of the Condominium Ownership Act.

7.11. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.12. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) under which services may be provided to the Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII
ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

- (a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.
- (b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.
- (c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner’s Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger, and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(A) In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.

(B) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.

(C) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined Percentage Interests of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement

of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.04. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

- (a) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- (b) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.07. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.08. Pets. Pets are permitted in accordance with the current applicable ordinances, regulations, or other requirements of the City of Watertown or the County of Jefferson.

ARTICLE IX
INSURANCE

9.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association’s service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium’s Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a “severability of interest” or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association’s annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Directors’ and Officers’ Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least \$1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.05. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder’s rating of at least “A” and a financial rating of at least Class VII, as rated in the latest edition of Best’s Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

**RECONSTRUCTION, REPAIR, OR SALE IN
THE EVENT OF DAMAGE OR DESTRUCTION**

10.01. Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

- (a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction

exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available. If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner’s Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as “Construction Funds.” It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07. Partition and Sale Upon Consent. If following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Jefferson County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08. Mortgagees’ Consent Required. No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI

CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

- (a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.
- (b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02 below, the award for the taking of the Unit shall be

provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

11.02. Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03. Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

11.04. Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08. Partition and Sale Upon Consent. If, pursuant to Section 11.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject

the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Jefferson County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII

MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the “Mortgagee”) that has so requested of the Association in a writing received by the Association’s agent for service of process shall be entitled to receive notice of the following matters:

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.
- (c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a “Mortgagee” as well as a “Unit Owner” for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit’s unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the unanimous written consent of the Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Jefferson County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV
REMEDIES

14.01. Remedies and Arbitration. The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Watertown or the County of Jefferson to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof, to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

Notwithstanding the forgoing, any controversy or claim arising from or relating to this Declaration, the Articles or Bylaws of the Association, or any rules and regulations adopted by the Association, or the breach of any of the foregoing, which controversy or claim involves (a) an amount in dispute that exceeds the jurisdictional limit of the small claims court in Jefferson County, (b) an act or omission by a Unit Owner that has a material effect on the value of another Unit, or (c) an act or omission by a Unit Owner having a negative effect on the overall health and safety of the Condominium or any Unit therein, shall be submitted to arbitration in accordance with the Wisconsin Arbitration Act, Chapter 788 of the Wisconsin Statutes. If the Wisconsin Arbitration Act is not applicable, then in accordance with the provisions of the United States Arbitration Act, 9 U.S.C. §1 et. seq., or any revisions or recreations thereof. In the event of an arbitration, each party shall select an arbitrator within thirty (30) days after submission of the dispute to arbitration. If an

arbitrator selected by a party is unable, for any reason, to serve until the making of a decision or an award, that party may name a successor arbitrator. If a party fails to designate an arbitrator within the thirty (30) day period, that party's right to name an arbitrator (or any successor arbitrator) is forfeited, and any arbitrator timely named shall select a second arbitrator. The first two arbitrators shall then (within thirty (30) days of the selection of the last of them) jointly select a third arbitrator. If the two arbitrators to be selected by the parties are unable to agree upon the selection of a third arbitrator, the third arbitrator shall be supplied by the Circuit Court for Jefferson County, Wisconsin. In the event a party forfeits its right to have an arbitrator, then the second arbitrator shall be paid by the forfeiting party upon the same terms as the non-forfeiting party compensates his appointed arbitrator. The Company shall pay the fees and expenses of the arbitration panel. Notwithstanding any other provision to the contrary, the parties agree and consent to the taking of depositions and the use of discovery in accordance with the Federal Rules of Civil Procedure as modified by the local rules for the Western District of Wisconsin.

14.02. Miscellaneous. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, second, to the owners of the Units damaged by the violation pro rata. Furthermore, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Watertown and County of Jefferson or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair

Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within the Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

15.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Brittany Anne Soto, 761 N. Forest Ridge Ct., Oconomowoc, WI 53066. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09. Disclosure Regarding Warranties. The Declarant hereby assigns to the all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and

merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

[Signature page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day ____
of ____, 2023.

B & M GROUP LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF __)

Personally came before me this _ day of _, 2023, _, the __ of ____, a ____, who acknowledged the foregoing document for the purposes recited therein on behalf of said ____.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by _____ to the undersigned recorded in the office of the Register of Deeds of Jefferson County, Wisconsin on 10/14/22, as Document No. 1468587, in Volume _____ of Records, Page _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 15th day of May, 2023.

Dominion Financial Services, LLC
By: _____
Name: Joseph Linnenkamp
Its: Authorized Signer

Maryland
STATE OF ~~WISCONSIN~~)
)
COUNTY OF Baltimore) ss.

Personally came before me this 15th day of May, 2023, the Authorized Signer of Dominion Financial, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Tawana L. Guy
Name: Tawana L. Guy
Notary Public, State of ~~Wisconsin~~ Maryland
My Commission: March 31, 2026



This document drafted by _____ and should be returned to: _____

Atty. Nicholas G. Verhaalen
DeMark, Kolbe & Brodek, S.C.
7418 Washington Ave.
Racine, WI 53406

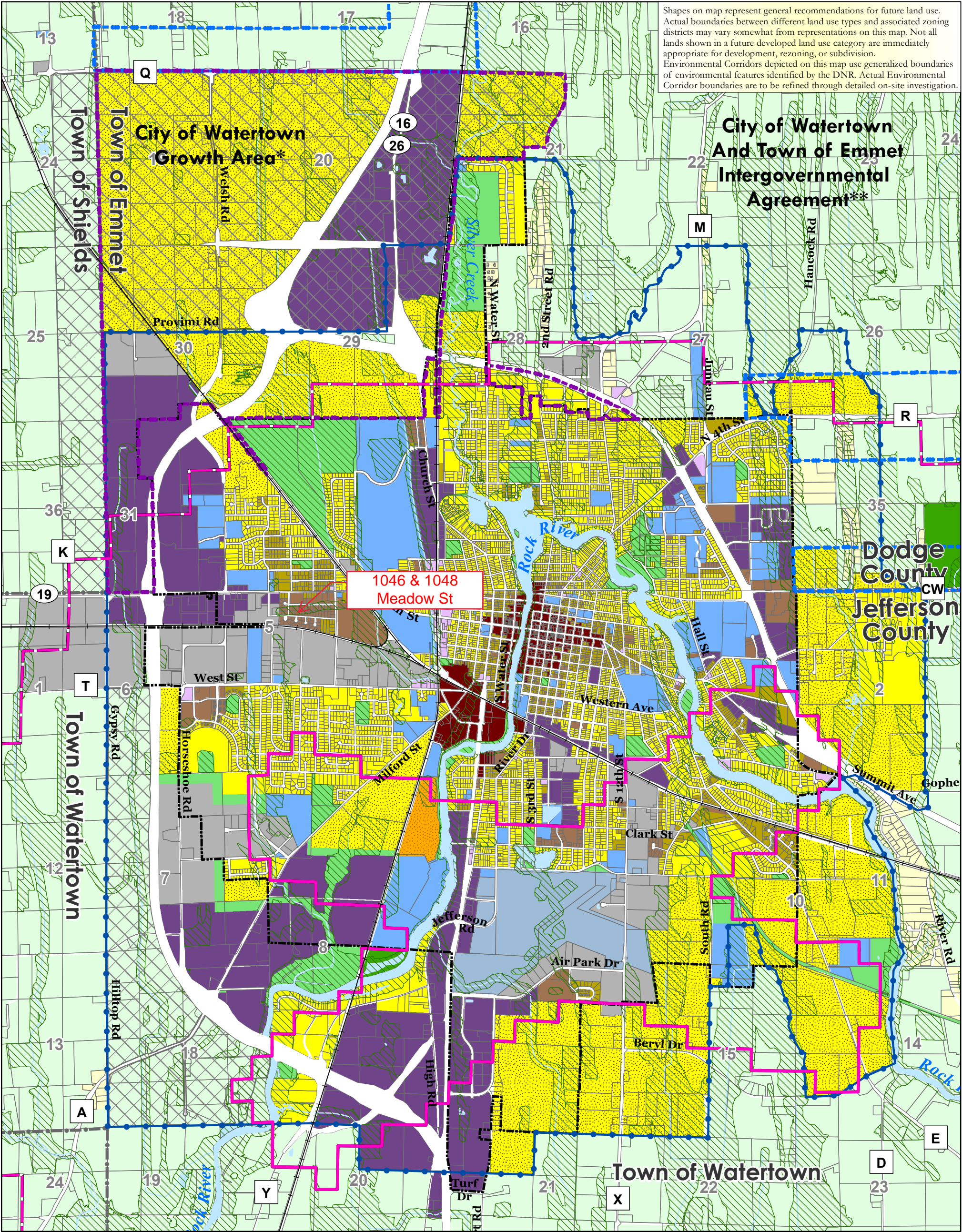
Exhibit A

Legal Description of Land

00438974-4 - 14888

Exhibit B
Condominium Plat

00438974-4 - 14888



Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.

City of Watertown And Town of Emmet Intergovernmental Agreement**

Dodge
County
Jefferson
County

Future Land Use Urban Area

Map 6b

City/Town IGA**
City Growth Area
City Periphery Areas

City of Watertown Comprehensive Plan

Land Use Categories

- Agricultural
- Single-Family Residential - Unsewered
- Single-Family Residential - Sewered
- Two-Family Residential
- Multi-Family Residential
- Planned Neighborhood**
- Institutional
- Airport

- Rights-of-Way
- Neighborhood Mixed Use
- Planned Mixed Use*
- Central Mixed Use
- Riverside Mixed Use***
- Mixed Industrial
- Parks & Recreation
- Environmental Corridor
- Surface Water

*Each "Planned Mixed Use Area" may include mix of:
1. Office
2. Multi-Family Residential
3. Mixed Industrial
4. Commercial Services/Retail
5. Institutional
6. Parks & Recreation



**"Planned Neighborhoods" should include a mix of the following:
1. Single-Family - Sewered (predominant land use)
2. Two-family Residential
3. Multi-Family Residential
4. Institutional
5. Neighborhood Mixed Use
6. Parks & Recreation



***Each "Riverside Mixed Use Area" may include mix of:
1. Office
2. Single-Family - Sewered
3. Two-Family Residential
4. Multi-Family Residential
5. Commercial Services/Retail
6. Institutional
7. Parks & Recreation



- City of Watertown
- Town Boundary
- Parcel
- Railroad
- Watertown Urban Service Area
- Watertown Long Range Growth Area

Airport Height Limitations

- Maximum Building Elevation b/t 865 and 968 ft
- Maximum Building Elevation b/t 968 and 1005 ft

Draft: August 7, 2019
Source: WisDNR, FEMA, City of Watertown, Dodge Co. LIO & Jefferson Co. LIO, V&A

VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change



0 0.25 0.5 1 Miles

Main Office
920-262-4060

Brian Zirbes
920-262-4041

Mark Hady
920-342-0986

Nikki Zimmerman
920-262-4045

Dell Zwieg
920-262-4042

Doug Zwieg
920-262-4062

Dennis Quest
920-262-4061

TO: Plan Commission
DATE: May 22nd, 2023
SUBJECT: 1046 & 1048 Meadow St Condominium Plat

A request by Brittany Soto to create a two-unit Condominium Plat. Parcel PIN: 291-0815-0522-029

SITE DETAILS:

Acres: 0.16
Current Zoning: Two-Family Residential
Existing Land Use: Two-Family Residential
Future Land Use Designation: Multi-Family Residential

BACKGROUND & APPLICATION DESCRIPTION:

The applicant is proposing to create a two-unit Condominium Plat to split an existing duplex into separate condominium units. Each Condo Unit will have a 1,107 sq. ft. footprint with the remainder of the lot consisting of the Common Element.

STAFF EVALUATION:

Within the City's Subdivision Ordinance Condo Plats are reviewed in the same manner as Certified Survey Maps (CSM). Meadow Street does not have a designated extended right-of-way in the 2019 City of Watertown Comprehensive Plan and is properly dedicated. The proposed Condo Plat is not located within the Airport Approach Protection Zone.

PLAN COMMISSION OPTIONS:

The following possible options for the Plan Commission:

1. Deny the Condo Plat.
2. Approve the Condo Plat without conditions.
3. Approve the Condo Plat with conditions identified by the City of Watertown Plan Commission.

ATTACHMENTS:

- Application materials.

Main Office
920-262-4060

Brian Zirbes
920-262-4041

Mark Hady
920-342-0986

Nikki Zimmerman
920-262-4045

Dell Zwieg
920-262-4042

Doug Zwieg
920-262-4062

Dennis Quest
920-262-4061

TO: Plan Commission
DATE: May 22nd, 2023
SUBJECT: Initial Review and Schedule Public Hearing – Text Amendments to Chapter 550 Zoning

A request for text amendments to the City of Watertown Zoning Code - Chapter 550.

BACKGROUND DESCRIPTION:

Amendment #1:

Current zoning code requires a minimum lot width of 85 ft for each side of a Twin Home. Since Twin Homes share a wall with a zero lot line, extra lot width to accommodate two side yards is not required. This text amendment reduces the lot width requirements for Twin Homes to 50 ft to recognize the zero lot line and the need for only one side yard.

Amendment #2:

Current zoning code allows Personal Storage Facilities as a Conditional Use in the General Business (GB) Zoning District. General Business Zoning is often located along high visibility commercial corridors within the City. This text amendment restricts how close Personal Storage Facilities can be located from one another within the General Business (GB) Zoning District.

Amendment #3:

Current zoning code requires a Conditional Use Permit (CUP) to exceed the maximum width of curb openings for driveways. The CUP process creates an additional fee and public hearing, as well as increases the length of time for these approvals. This text amendment transfers the decision-making approval of these curb openings to the Public Works Director, with appeals of the Public Works Director's decision to be heard before the Plan Commission.

Amendment #4:

Auxiliary Freestanding Signs and Auxiliary Wall Signs were unintentionally omitted from a recent update of the City sign regulations. This text amendment adds those omitted sign types to Table 550-132A(3): Permanent Misc. Sign Group.

PROPOSED TEXT AMENDMENT LANGUAGE:

Amendment #1 - § 550-25F(2)(b)

§ 550-25 Two-Family Residential-6 (TR-6) District.

F. Regulations applicable to residential uses.

(2) Residential bulk requirements.

- (a) Minimum lot area: 9,000 square feet (except for twin homes at 4,500 square feet per dwelling unit).
- (b) Minimum lot width: 85 feet unless Principal Land Use is a Twin Home. Twin Home Minimum Lot width: 50 feet.

§ 550-53 Storage or disposal land uses.

C. Personal storage facility. Description: Personal storage facilities are land uses oriented to the indoor storage of items entirely within partitioned buildings having an individual access to each partitioned area. Such storage areas may be available on either a condominium or rental basis. Also known as "mini warehouses."

(1) Regulations.

- (a) Facility shall be designed so as to minimize adverse visual impacts on nearby developments. The color, exterior materials, and orientation of proposed buildings and structures shall complement surrounding development.
- (b) Facility shall provide a bufferyard with a minimum opacity of 0.80 along all property borders abutting residentially zoned property (see § 550-99).
- (c) Shall comply with § 550-142, standards and procedures applicable to all conditional uses.

(d) Within the General Business (GB) Zoning District, no Personal Storage Facility shall be located within 3,500 feet of another Personal Storage Facility in any Zoning District.

[1] Standards of measurement. The distances identified in this subsection shall be measured in a straight line, from the closest point of the parcel of property proposed for use by a Personal Storage Facility to the nearest point of the parcel of property from which the proposed land use is to be separated.

Amendment #3 - § 550-105J(1)§ 550-105 Access standards.

J. Width of driveways. All access drives shall have a minimum width of 10 feet for one- and two-family dwellings and 18 feet for all other land uses. All curb openings for access drives shall have a maximum width of 25 feet for a one- or two-car garage or 30 feet for a three-car garage for all residential uses and 35 feet for all nonresidential uses, as measured at the right-of-way line. Access drives may be flared between the right-of-way line and the roadway up to a maximum of five additional feet. [Amended 7-19-2016 by Ord. No. 16-8]

(1) ~~Conditional use permit required.~~ Exceeding Maximum Width of Driveways. Curb openings for access drives that exceed the maximum width, as measured at the right-of-way line, may be approved by the Public Works Director/City Engineer. Appeals of the Public Works Director/City Engineer's decision may be heard before the Plan Commission.

~~(a) All residential curb openings for access drives that exceed the maximum width, as measured at the right-of-way line, will require the granting of a conditional use permit which specifically states the maximum permitted width of the proposed driveway at the right-of-way line.~~

~~(b) All nonresidential curb openings for access drives that exceed the maximum width, as measured at the right-of-way line, will require the granting of a conditional use permit which specifically states the maximum permitted width of the proposed driveway at the right-of-way line.~~

§ 550-132 Permitted sign rules.

A. Signs shall be allowed on private property in the City of Watertown in accordance with Tables 550-132A(1) through 550-132A(4), which addresses permitted signage as it relates to permits, quantity, area, location, lighting, and zoning districts. The requirements set forth in Tables 550-132A(1) through 550-132A(4) shall be declared to be part of this chapter. Figure 550-132A illustrates the specific sign types.

- (1) The rules for permanent signs are located in Table 550-132A(1).
- (2) The rules for temporary signs are located in Table 550-132A(2).
- (3) The rules for permanent miscellaneous signs are located in Table 550-132A(3).
- (4) The rules for temporary miscellaneous signs are located in Table 550-132A(4).

Table 550-132A(3): Permanent Misc. Sign Group ¹						Sign Area & Height Maximums for Zoning Districts		
Sign Categories & Sign Types	Sign Permit Needed	Number of Signs Allowed	Sign Area Formula (each side)	Sign Location Requirements	Sign Lighting Allowed	ER, CR, SR, TR, MR, SNR	RH, NO, NB	PO, PB, GB, CB, PI, GI, HI
B. Optional Miscellaneous Sign Category: *								
1. Plaque Sign	Sign Permit required for each new sign	Up to 3 per designated historic property, site, or district.	None needed. Use max area limit.	On-Building, within 10 ft of the main entrance.	Ambient only	6 sf max area per sign 8 ft max height per sign		
2. Permanent Plat Sign		Per Final Plat or Certified Survey Map		In Plat or Certified Survey Map Outlot		100 sf max area per sign 8 ft max height per sign		
3. Auxiliary Freestanding Sign		Not to exceed the total number of required parking stalls		3 ft from any street, side, or rear lot line		2 sf max area per sign 8 ft max height per sign		
4. Auxiliary Wall Sign				0 ft for parcels located within the CB Zoning District		6 sf max area per sign		
* = Refer to Section § 550-131C for definition and rules for each Sign Category (lettered) and each Sign Type (numbered).								
1: Available to all land uses.								
2: "Standard" means the following forms of sign lighting: ambient, backlit, internal character or cabinet, and gooseneck								

PLAN COMMISSION OPTIONS:

The following are possible options for the Plan Commission:

1. Set the public hearing date for June 20th, 2023.
2. Postpone public hearing to a later date or indefinitely.

4



Section 3, Item G.

DocId:8195125

TX:4134191

1472676

Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
04/03/2023 01:12:34 PM
Staci M. Hoffman
Total Pages: 4
REC FEE: 30.00
TRANSFER FEE:
EXEMPT #

Document No.

Document Title

RAZE ORDER

Notice is given by the City of Watertown Building, Safety & Zoning Department, under authority of Wisconsin § 66.0413(1)(b), Wisconsin § 66.0413(1)(c), and Watertown Municipal Ordinance § 253-5, that Zsa Zsa Sterwalt from the date of this recording is to raze all principal and accessory structures located within the boundaries of the following property described below.

Failure to comply may result in actions under Wisconsin § 66.0413(1)(f) and/or Wisconsin § 66.0413(1)(f).

Return to:

City Clerk
106 Jones Street, P.O. Box 477
Watertown, WI 53094

Parcel Number:
291-0815-0424-088

1. Address of premises: 100 Western Avenue, Watertown, WI 53094
2. Legal description of premises:

The South Fifty-Two and One-half feet of Lot Four, Block Thirty-eight of Cole, Bailey and Co's plat, the same being the original plat of the East side of the City of Watertown (PIN: 291-0815-0424-088).
3. The basis for this Raze Order is as noted on the attached Exhibit A, which is incorporated and made a part of this Raze Order.

CITY OF WATERTOWN

Dated this 22 day of March, 2023

By: [Signature]

STATE OF WISCONSIN)
(SS
JEFFERSON COUNTY)

Personally came before me this 22nd day of March, 2023, to me known to be the person who executed the foregoing instrument.

Print name: Steven T. Cherebro

Notary Public: Steven T. Cherebro Jefferson County, WI

My commission is permanent. If not, state expiration date: _____



RAZE ORDER

March 22, 2023

In the Matter of the Razing of a Principal Structure Situated on Premises Located in the County of Jefferson, State of Wisconsin, Legally Described as:

100 Western Ave, Watertown, Wisconsin, on premises described as:

The South Fifty-Two and One-half feet of Lot Four, Block Thirty-eight of Cole, Bailey and Co's plat, the same being the original plat of the East side of the City of Watertown (PIN: 291-08150424-088).

OWNER:

RENEE R STERWALT F/K/A ZSA ZSA STERWALT
5601 E MOOSE STREET
WASILLA AK 99654

INTERESTED PARTIES:

Jefferson County Clerk
Jefferson County Courthouse
311 S. Center Avenue, RM 109
Jefferson, WI 53549

Jefferson County Treasurer
Jefferson County Courthouse
311 S. Center Avenue, RM 107
Jefferson, WI 53549

City Clerk/Treasure
City of Watertown
106 Jones Street
Watertown, WI 53094

Shannon Arenz
912 Sand Street
Watertown, WI 53094

Specialized Loan Servicing, LLC
6200 S. Quebec Street
Greenwood Village, CO 80111

Service Link
3220 El Camino Real
Irvine, CA 92602

Sterling Claims Management
3944 Murphy Canyon Road, C204
San Diego, CA 92123

Pursuant to sec. 66.0413(1)(b), Wis. Stats., and on the finding by the Building Inspector of the City of Watertown that the principal structure located on the above-described premises is so dilapidated, damaged and out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use; and on the determination by said Building Inspector that the cost of such repairs would exceed fifty (50) percent of the assessed value of such buildings divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for this municipality in that said improvements were last assessed at eighty-seven thousand eight hundred (\$87,800) dollars, which assessment was at 101.31% of full value level, thus making the full assessed value of the principal and accessory structure eighty-six thousand six hundred forty-nine and 82/100 (\$86,649.82) dollars. The necessary repairs for said principal and accessory structure would exceed fifty (50) percent of this amount.

NOW, THEREFORE, IT IS HEREBY ORDERED that the structure(s) located at 100 Western Ave, Watertown, Wisconsin, on premises described as:

The South Fifty-Two and One-half feet of Lot Four, Block Thirty-eight of Cole, Bailey and Co's plat, the same being the original plat of the East side of the City of Watertown (PIN: 291-0815-0424-088)

be razed and removed and the site restored to a dust-free and erosion-free condition by the owner of said premises within thirty (30) days of service of this Order.

NOTICE IS HEREBY GIVEN that, in the event of failure or refusal to comply with this Order within the time prescribed herein, the principal and accessory structures shall be razed and removed and the site restored to a dust-free and erosion-free condition in accordance with sec. 66.0413(1)(f), Wis. Stats., and the cost of such razing, removal and restoration of the site to a dust-free and erosion-free condition shall be charged against the above-described real estate upon which such principal and accessory structures are located and shall be a lien upon such real estate, and may be assessed and collected as a special tax.

NOTICE IS FURTHER GIVEN that, in the event the principal and accessory structures contains personal property or fixtures which will unreasonably interfere with the razing of said principal and accessory structures, or if the razing of the principal and accessory structures makes necessary the removal, sale or destruction of such personal property or fixtures, the Building Inspector further orders the removal of said personal property and fixtures, pursuant to sec. 66.0413(1)(i), Wis. Stats., by April 9, 2023.

REMEDY FROM ORDER. Any person affected by Orders issued under this subsection may within thirty (30) days of service of the Order, apply to the Circuit Court for an Order restraining the City and the Building Inspector from entering on the premises and razing the structure, or be forever barred. The Court upon receiving the application shall determine the reasonableness of the Order to raze the Structure.

CITY OF WATERTOWN, WISCONSIN

Doug G. Zwieg
Building Inspector

DZ/nmz

**RESOLUTION TO TRANSFER
UP TO 58.996 ACRES OF LAND FROM THE WASTEWATER
DEPARTMENT TO GENERAL CITY FUND**

**SPONSOR: ALDERPERSON BOB WETZEL
FROM: PUBLIC WORKS COMMISSION**

WHEREAS, on or about July 31, 2020 the Wastewater Utility closed on the purchase of two parcels comprising of approximately 172.45 acres of land for \$1,900,000; and,

WHEREAS, included in the purchase of land was PIN 291-0815-0831-000 comprised of 169.418 acres of land (hereinafter the “Parcel”); and,

WHEREAS, of the funds used to purchase the land \$650,000 was unrestricted funds from the Wastewater Department’s account # 02-01-12-60, which means that approximately 58.996 acres of the land was purchased with unrestricted funds; and,

WHEREAS, the City is interested in pursuing development opportunities with the land that is not currently used for water quality trading and was purchased with unrestricted funds by the Wastewater Department.

WHEREAS, the City believes that approximately 58.996 acres would provide substantial opportunity for the creation of three to four industrial parcels or a substantial number of residential properties for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City Officials be and are hereby authorized to obtain a CSM for the purposes of dividing PIN 291-0815-0831-000 into two separate parcels, one of which would be suitable for development and shall substantially comply with the draft attached hereto as Exhibit A. One of the parcels may be up to 58.996 acres and the second parcel shall be the remaining portion of the Parcel.

BE IT FURTHER RESOLVED, that the proper City Officials may then divide the parcels accordingly and transfer the smaller of the two parcels from the Wastewater Utility to the City of Watertown. The City of Watertown shall pay for the CSM and any associated costs with dividing the parcels or transferring the parcel from the Wastewater Utility to the City of Watertown from account # 60-51-05-18 Supplies. The City of Watertown shall not be obligated to pay any additional amount to the Wastewater Utility for the transfer.

BE IT FURTHER RESOLVED, that upon the City receiving the parcel from the Wastewater Utility the proper City Officials are instructed to begin marketing the newly created parcel for sale and development or may submit a Request for Proposal regarding the development and sale of the newly created parcel.

	YES	NO
DAVIS		
LAMPE		
VACANT		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED June 6, 2023_____
CITY CLERKAPPROVED June 6, 2023_____
MAYOR



Parcels



THE CITY OF
WATERTOWN
Empowering the community

City of Watertown Geographic Information System

Scale: 1 inch = 340 feet Printed on: March 20, 2023

SCALE BAR = 1" Author: Private User

DISCLAIMER: This map is not a substitute for an official title survey or similar investigation. The accuracy of this map is limited to the accuracy of the source data from which it was compiled.

