



**AGENDA  
CITY COUNCIL MEETING  
REMOVE VIA PHONE USING ZOOM  
SEPTEMBER 1, 2020 ~ 7:00 P.M.**

Join Zoom Meeting  
<https://us02web.zoom.us/j/86746941165>

Meeting ID: 867 4694 1165

Dial by your location  
+1 301 715 8592 US (Germantown)

If you have special needs or circumstances which may make communication or accessibility difficult at the meeting, please call (920) 563-7760. Accommodations will, to the fullest extent possible, be made available on request by a person with a disability.

1. Call meeting to order.
2. Roll call.
3. Approval of minutes of August 18, 2020 regular Council meeting.
4. Public Hearings
  - a. Public hearing on amendment of Comprehensive Plan with regard to rezoning lots 36-39 and 43 of Crescent Beauty Farms Subdivision from Single-Family Residential (R-1) to Two-Family Residential (R-2) zoning.  
  
Action – Refer to item 9-a below.
  - b. Public hearing on rezoning lots 36-39 and 43 of Crescent Beauty Farms Subdivision from R-1 to R-2 zoning.  
  
Action – Refer to item 9-b below.
5. Public Comment

6. Petitions, Requests and Communications

None.

7. Resolutions and Ordinances

None.

8. Reports of Officers, Boards and Committees

- a. Minutes of Plan Commission meeting held August 25, 2020.

Action – Accept and file.

- b. Minutes of Tourism Commission meeting held August 20, 2020.

Action – Accept and file.

- c. Appointment of Michael Wallace to fill unexpired term on Library Board to May of 2021.

Action – Reject – Approve.

9. Unfinished Business

- a. Review and approve request to amend Comprehensive Plan to rezone lots 36-39 and 43 of Crescent Beauty Farms Subdivision from Single-Family Residential (R-1) to Two-Family Residential (R-2) zoning.

Action – Reject – Approve.

- b. Recommendation from Plan Commission to rezone lots 36-39 and 43 of the Crescent Beauty Farms Subdivision from R-1 to R-2 zoning.

Action – Reject – Approve.

- c. Recommendation from Plan Commission to approve Certified Survey Map creating zero lot line dwellings for the property located at 1505 and 1507 Lena Ln.

Action – Reject – Approve.

- d. Recommendation from Plan Commission to approve Preliminary Plat creating two (2) unit condominium at 417 and 419 Nadig Dr.

Action – Reject – Approve.

10. New Business

- a. Request to designate dates for Trick or Treat.

Action – Set dates.

11. Miscellaneous

- a. Grant operator licenses.

Action – Reject – Approve.

12. Claims, Appropriations and Contract Payments

- a. Verified claims.

Action – Motion to approve list of verified claims presented by the Director of Finance and to authorize payment.

13. Adjournment

**CITY OF FORT ATKINSON**  
**City Council Minutes ~ August 18, 2020**

CALL MEETING TO ORDER.

Pres. Becker called the meeting to order at 7:00 pm via Zoom.

ROLL CALL.

Present: Cm. Kotz, Cm. Housley, Cm. Scherer, Cm. Johnson and Pres. Becker. Also present: City Manager, City Attorney, City Clerk/Treasurer, City Engineer, Wastewater Supervisor

APPROVAL OF MINUTES OF AUGUST 4, 2020 REGULAR COUNCIL MEETING.

Cm. Scherer moved, seconded by Cm. Johnson to approve the minutes of August 4, 2020 regular council meeting. Motion carried via zoom.

PUBLIC HEARINGS

None.

PUBLIC COMMENT

After three calls, no comments were made.

PETITIONS, REQUESTS AND COMMUNICATIONS

None.

RESOLUTIONS AND ORDINANCES

a. *Resolution to finance purchase of capital equipment for Department of Public Works as budgeted.*

Manager Trebatoski discussed the Council recommendation for to solicit banks for borrowing to purchase various capital equipment. Local banks were solicited for interest rates quotes on borrowing \$158,900. Badger Bank presented the lowest quote of 1.550%.

Cm. Kotz moved, seconded by Cm. Johnson to approve the resolution to finance purchase of capital equipment for Department of Public Works as budgeted through Badger Bank at a rate of 1.550% not to exceed \$158,900. Motion carried unanimously via Zoom.

REPORTS OF OFFICERS, BOARDS AND COMMITTEES

a. *Building, plumbing, and electrical permit report for July, 2020.*

b. *Minutes of Plan Commission meeting held August 11, 2020.*

Cm. Scherer moved, seconded by Cm. Johnson to accept and file the Reports of Officers, Boards and Committees. Motion carried via Zoom.

UNFINISHED BUSINESS

a. *Recommendation from Transportation and Traffic Review Committee to place stop signs on Monroe Street at its intersection with W Blackhawk Drive.*

Engineer Selle provided the recommendation. A resident has submitted a request for speed bumps however, those hinder snow removal. A substitution was suggested to add stop signs to

make the intersection a four-way stop. Cm. Kotz asked if this item requires an Ordinance changes.

Cm. Kotz moved, seconded by Cm Johnson to table this item until Staff can confirm an ordinance is not required. Motion carried via Zoom.

*b. Recommendation from Plan Commission to approve Certified Survey Map creating four (4) residential lots on County Road K (extraterritorial).*

Engineer Selle reviewed the recommendation.

Cm. Kotz moved, seconded by Cm. Scherer to approve the recommendation from Plan Commission to approve Certified Survey Map creating four (4) residential lots on County Road K (extraterritorial). Motion carried via Zoom.

*c. Recommendation from Plan Commission to approve Preliminary Certified Survey Map creating a 0.6 acre parcel at W6001 Apple Ln (extraterritorial).*

Engineer Selle reviewed the recommendation.

Cm. Kotz moved, seconded by Cm. Johnson to approve the recommendation from Plan Commission to approve Preliminary Certified Survey Map creating a 0.6 acre parcel at W6001 Apple Lane (extraterritorial). Motion carried via Zoom.

#### UNFINISHED BUSINESS - REVISITED

*a. Recommendation from Transportation and Traffic Review Committee to place stop signs on Monroe Street at its intersection with W Blackhawk Drive.*

Cm. Kotz moved, seconded by Cm. Scherer to remove *Recommendation from Transportation and Traffic Review Committee to place stop signs on Monroe Street at its intersection with W Blackhawk Drive* from the table for discussion and possible action. Motion carried via Zoom.

Staff reviewed the Ordinance book to confirm an ordinance is not required.

Cm. Kotz moved, seconded by Cm. Scherer to approve the recommendation from Transportation and Traffic Review Committee to place stop signs on Monroe Street at its intersection with W Blackhawk Drive. Motion carried via Zoom.

#### NEW BUSINESS

*a. Review and approve Compliance Maintenance Annual Report (CMAR) and adopt Resolution authorizing the filing of the Report.*

Wastewater Supervisor reviewed the CMAR and the grades of the WWTP. Staff is addressing infiltration and inflow issues with continued investigation in the collection system. This includes smoke testing and increased televising in 2020 and the installation of flow meters at all lift stations. The overall grade was an improvement as a new category was added in which the WWTP was rated well.

Cm. Scherer moved, seconded by Cm. Johnson to approve the Compliance Maintenance Annual Report and adopt Resolution authorizing the filing of the Report. Motion carried unanimously via Zoom.

*b. Review and approve contract with Associated Appraisal for assessing services.*  
Manager Trebatoski stated the City has been with Associated Appraisal since 1998 and their current six year contract will be expiring following the 2021 assessment year. The firm was willing to negotiate their fee originally proposed and reduced it to retain a professional relationship.

Cm. Scherer moved, seconded by Cm. Johnson to approve the contract with Associated Appraisal for assessing services for the years 2022-2026 not to exceed \$35,000 per year. Motion carried unanimously via Zoom.

#### MISCELLANEOUS

*a. Grant operator licenses.*

Cm. Scherer moved, seconded by Cm. Johnson to approve the granting of operator licenses. Motion carried via Zoom.

*b. Change of agent for license for Casey's General Store #3712, 342 Whitewater Ave.*  
Cm. Johnson moved, seconded by Cm. Scherer to approve the change of Agent for Casey's General Store, 342 Whitewater Avenue. Motion carried via Zoom.

#### CLAIMS, APPROPRIATIONS AND CONTRACT PAYMENTS

*a. Verified claims.*

Cm. Johnson moved, seconded by Cm. Scherer to approve list of verified claims presented by the Director of Finance and to authorize payment. Motion carried unanimously via Zoom.

#### ADJOURNMENT

Cm. Scherer moved, seconded by Cm. Johnson to adjourn. Meeting adjourned at 7:37 pm.

## **NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN**

OFFICIAL NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of Fort Atkinson, Jefferson County, Wisconsin for the purpose of soliciting public input on amendment of the City of Fort Atkinson Comprehensive Plan with regard to rezoning lots 36-39 and 43 along Montclair of Crescent Beauty Farms Subdivision from R-1 to R-2 zoning. Copies of the plan are available for review at the Municipal Building, 101 North Main Street and on the City's website at: [www.fortatkinsonwi.net](http://www.fortatkinsonwi.net).

Said public hearing will be held remotely via Zoom on Tuesday, September 1, 2020 at 7:00 p.m. Those interested in attending this meeting should follow the below link, or dial in for audio access.

<https://us02web.zoom.us/j/86746941165>

Meeting ID: 867 4694 1165

One tap mobile  
+13017158592,,86746941165# US (Germantown)

Any interested party will be given the opportunity to be heard at that time.

If you have special needs or circumstances which make communication or accessibility difficult at the meeting, please call (920)-563-7760 prior to the meeting date. Accommodations will, to the fullest extend possible, be made available on request to a person with a disability.

/s/ Michelle Ebbert, City Clerk

Publish: August 3, 2020

**NOTICE OF PUBLIC HEARING  
ON REZONING REQUEST AT CRESCENT  
BEAUTY FARMS SUBDIVISION**

OFFICIAL NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council of Fort Atkinson, Jefferson County, Wisconsin for the purpose of soliciting public input on a request to rezone lots 36-39 and 43 of Crescent Beauty Farms Subdivision from R-1 to R-2 zoning.

Said public hearing will be held remotely via Zoom on Tuesday, September 1, 2020 at 7:00 p.m. Those interested in attending this meeting should follow the below link, or dial in for audio access.

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Any interested party will be given the opportunity to be heard at that time.

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/s/ Andy Selle, City Engineer

Publish: August 18, 2020 and August 25, 2020



**CITY OF FORT ATKINSON**  
**Plan Commission ~ August 25, 2020**  
**1,025th Meeting**

CALL TO ORDER.

Manager Trebatoski called the Plan Commission meeting to order at 4:00 pm via Zoom.

ROLL CALL.

Present: Commissioners Kessenich, Johnson, Lescohier, Highfield and Manager Trebatoski.

Also present: City Attorney and City Clerk/Treasurer. Comm. Schultz arrived at 4:03 pm.

Excused absence: Engineer Selle.

APPROVAL OF MINUTES OF AUGUST 11, 2020 PLAN COMMISSION MEETING.

Cm. Highfield moved, seconded by Cm. Kessenich to approve the minutes of the August 11, 2020 Plan Commission meeting. Motion carried.

REVIEW AND APPROVE PRELIMINARY PLAT CREATING TWO UNIT  
CONDOMINIUM AT 417 AND 419 NADIG DRIVE

Manager Trebatoski reviewed the submission to create the condo split and association. The following comments were submitted by Departments:

*Water Department:* Separate laterals are required for individual parcels. The current owner added a lateral with a separate shutoff for the second proposed unit.

*Wastewater Department:* The City does not currently require a separate sanitary lateral to serve each unit. This duplex includes a single lateral, which goes through one unit to serve the other. The maintenance agreement specifically includes this structure as a comment element with shared maintenance and replacement costs.

Cm. Lescohier moved, seconded by Cm. Johnson to approve the Preliminary Plat creating two unit condominium at 417 and 419 Nadig Drive. Motion carried via Zoom.

ADJOURNMENT

Cm. Highfield moved, seconded by Cm. Kessenich to adjourn. Meeting adjourned at 4:05 pm.

Respectfully submitted  
Michelle Ebbert  
City Clerk/Treasurer

**Fort Atkinson Tourism Commission Meeting Agenda  
Thursday, August 20, 2020 at 8:00 a.m.  
Virtual Zoom Meeting**

**MINUTES**

Voting Members:

Appointed City Council Member: Brandon Housley

Tourism Entity: Julie Nordeen

Hotel Industry Representative: MaryJo Eggers

Chamber Tourism Commission Appointee: Mariah Hadler

Chamber Tourism Commission Appointee: Gina Elmore

Non-voting – Matt Trebatoski, Merrilee Lee, Katie Carey and Carrie Chisholm

**In Virtual Attendance:** MaryJo Eggers, Mariah Hadler, Julie Nordeen, Merrilee Lee, Matt Trebatoski, Gina Elmore, Carrie Chisholm, Katie Carey

**Absent:** Brandon Housley

**Call to Order:**

Katie called the meeting of the Fort Atkinson Area Chamber of Commerce Tourism Commission to order at 8:06 am.

**Financials**

Third quarter financial statements were approved (Nordeen/Eggers). The committee will discuss moving the Poetry Festival money to next year's event during the November meeting. The 1<sup>st</sup> and 2<sup>nd</sup> quarter room tax deposits were lower compared to last year due to COVID-19 shutdowns. A discussion on financial priorities for the remainder of 2020 was held with the following recommendations:

- Continue to promote "getting out of the city," with a focus on recreational opportunities in the area, along with safety measures in place at area businesses
- Tie in with promotions the State Department of Tourism is doing, such as the supper club campaign from last year
- Research the costs and effectiveness of a truck wrap, or "moving billboard," to promote this area as a great place to live, work and play
- Consider targeting specific groups such as the Corvette Club that is visiting Jones Dairy on August 27th
- Work on a year-long marketing campaign promoting Fort Atkinson as a place where health, activity and recreation are enjoyed by residents and visitors alike

**Minutes**

Minutes from the May 2020 meeting were approved (Nordeen/Hadler).

**Tourism Manager Report**

Katie shared the new Summer Survival Guide brochure highlighting recreational, cultural, and historical activities during the summer and autumn months. The Chamber staff has been collecting opinions of board members, city officials, and eventually local retailers about the Holiday Open House and Market. Many have suggested continuing with the event, with modifications to ensure public safety. Our social media has been very strong, with an increase in reach, post engagement, and followers in the last month. Social media posts regarding local businesses, weekend activities, and event updates are continually attracting a

larger and more diverse following. Katie will also spend time researching truck wraps and other trackable marketing ideas to help promote the community.

### **New Business**

For the moment, the vandalized letters on the city's welcome signs will be replaced. A recommendation to replace the signs with the current branding was suggested, when it becomes financially feasible for the City to do so.

The Fort Atkinson Chamber will continue to offer discounted advertising prices to members for the JCTC's annual guidebook.

The Chamber is also accepting nominations for the Tourism Counts award until September 4.

### **Committee Member Reports**

**Merrilee:** The museum is open regular hours but seeing less traffic. Current projects include more drive-thru events, new podcast, programming, and documenting the pandemic.

**Mariah:** Jones Market is offering new pickup options, to-go lunches, discount products, looking to hire, and taking time to dream up new promotions.

**Julie:** The Fireside is continuing the summer concert series. Gift shop items are being offered online.

**Gina:** The Community Engagement Center is continuing to offer Webex webinars. Gina is also working on coming up with new event ideas and other ways to utilize the space.

**Meeting adjourned at 9:47 am.**

### **Next Meetings**

Please mark your calendars:  
November 12, 2020





**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** August 24, 2020

**TO:** City Council  
**FROM:** Council President and City Manager  
**SUBJECT:** Library Board Vacancy

**Discussion:**

A vacancy on the Public Library Board has come available to be filled through May of 2021 in light of the resignation of Lisa Kotz. Board member Kotz has decided to take an opportunity to go back to teaching full-time. The City and Library Board thank Lisa for her service to the community and wish her the best of luck in her new position.

The open position was advertised in the Daily Jefferson County Union and on the City of Fort Atkinson's and Dwight Foster Public Library's Facebook pages, in response to which two applications were received.

**Staff Recommendation:**

We would recommend that Mike Wallace be appointed to the Library Board to complete the unexpired term through May of 2021. Mike is a rural resident, of which two may be appointed to the Board at a time. The City has traditionally tried to maintain this balance of city to rural residents. Presently only one Board member lives outside of the City.

CITIZEN SERVICE INFORMATION FORM

Name (Print): WALLACE MICHAEL S Date: 8-6-2020  
Last First Middle

Home Address: 9806 N. CLEAR LAKE ROAD, MILTON, WI 53563

Business Name: FORT HEALTHCARE

Business Address: 611 SHERMAN AVE EAST

Telephone (Home): 920-220-1560 (Work): 920-568-5400  
CELL

Email Address: MICHAEL.WALLACE@FORTH.COM

How long have you lived in the City of Fort Atkinson? LIVED IN FORT 12 YEARS MILTON 2

Which Boards, Commissions and/or Committees interest you? LIBRARY BOARD.

Please give a brief overview of your background, experience, interest or concerns in the above areas:

HAVE ALWAYS ENJOYED LIBRARIES WITH A DESIRE  
TO SERVE ON A BOARD AT SOME POINT. I  
THINK MY COMMUNITY COMMITMENTS WOULD  
ALLOW FOR MY ACTIVE PARTICIPATION AT  
THIS POINT.

References:

1. JIM NELSON Phone: 568-5490  
SA VP/ CFO  
FORT HEALTHCARE
2. CARRIE CHISHOLM Phone: 563-3210  
EXECUTIVE DIRECTOR  
FORT CHAUBEN

Michael Wallace  
Signature

Return this form to:  
City Manager's Office  
101 North Main Street  
Fort Atkinson WI 53538  
[lcarl@fortatkinsonwi.net](mailto:lcarl@fortatkinsonwi.net)



**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** August 26, 2020

**TO:** City Council

**FROM:** Brian Juarez, Zoning Administrator

**SUBJECT:** Amendment to Comprehensive Plan

**Background:** On July 28<sup>th</sup>, 2020 the Plan Commission recommended approval to rezone five parcels of property along the North side of Montclair Pl. from R-1 single family residential to R-2 two family residential. This was requested by the property owner to facilitate the construction of five new two family units on those parcels.

**Discussion:** In order to complete the requested rezoning it is necessary for the City to amend the Comprehensive Plan to indicate this proposed change in zoning. The current Comp. Plan calls specifically for single family residential zoning in the area in question.

**Staff Recommendation:** Such a change would result in minimal changes to the areas density or use and falls within the overall plan for the area. Staff would recommend approval of the Comprehensive Plan amendment to designate these parcels two family residential.

Respectfully Submitted

Brian Juarez, Zoning Administrator



**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** August 28, 2020

**TO:** City Council

**FROM:** Andy Selle, P.E.

**SUBJECT:** Request for Re-Zoning parcels on Montclair

**Background:**

Current zoning for five parcels along the north side of Montclair street is R-1 Single Family Residential. There are also several R2 – Two Family Residential - parcels along this street and within the larger area. The owner of the outlined five parcels below would like to rezone the parcels noted to R2 from R1.

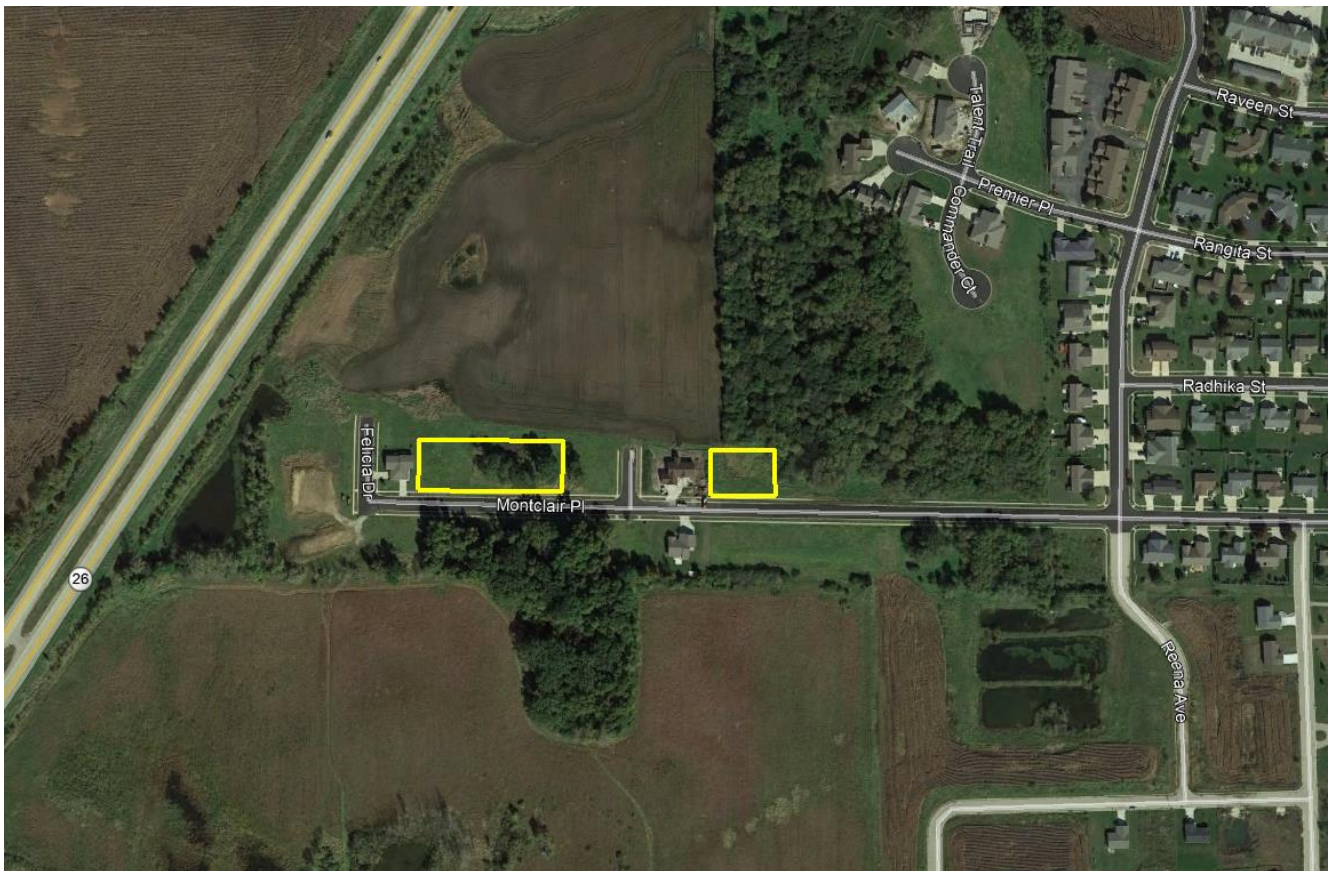


Figure 1: Parcels requested for rezoning.



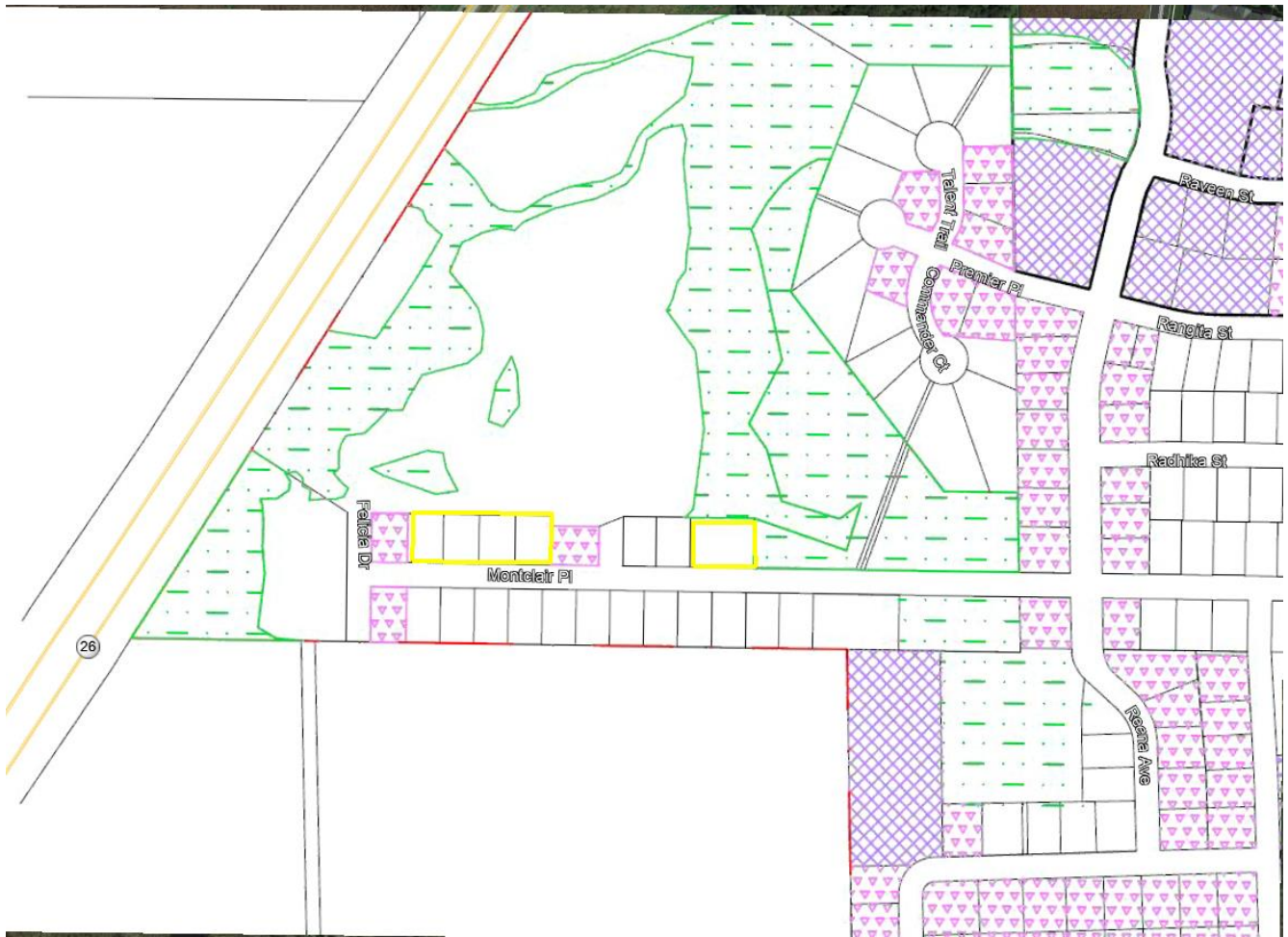


Figure 2: Current zoning in the area :R1 (white), R2 (pink triangles), R3 (purple) and Conservancy (green)

### City Department Reviews:

*Engineering* – There are mapped wetlands on a portion of parcel 43 with high groundwater nearby. This might make parcel 43 challenging for construction. This has no bearing on zoning.

Letters were sent to all property owners within 100 feet of the proposed parcels. Only John Hausz responded to the Engineer indicating he would attend the meeting to mention his opinion.

### Recommendation:

Staff recommends approval of the Rezoning request. Parcel 36-39 and 43 should be rezoned from R1 Single Family Residential to R2 Two Family Residential.



LEXINGTON CENTER LLC

535 EAST MILWAUKEE AVE

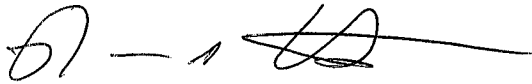
FORT ATKINSON, WI. 53538

7-6-2020

TO WHO IT MAY CONCERN:

THIS IS A REQUEST TO REZONE LOTS 36,37,38,39, AND 43 FROM R1 TO R2 LOCATED IN THE CRESCENT BEAUTY FARMS SUBDIVISION .

BEST REGARDS

A handwritten signature in black ink, appearing to read "Rodney A. Hetts", with a long horizontal stroke extending to the right.

RODNEY A HETTS

MANGING MEMBER



**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** August 28, 2020

**TO:** City Council

**FROM:** Andy Selle, P.E.

**SUBJECT:** CSM and Conditional Use Zero Lot Line 1505-1507 Lena Lane

**Background:**

The owner of the lot at the above address asked to create a zero lot line to sell the property as two separate parcels. It requires approval of a conditional use for the zero lot split as well as approval of the CSM.

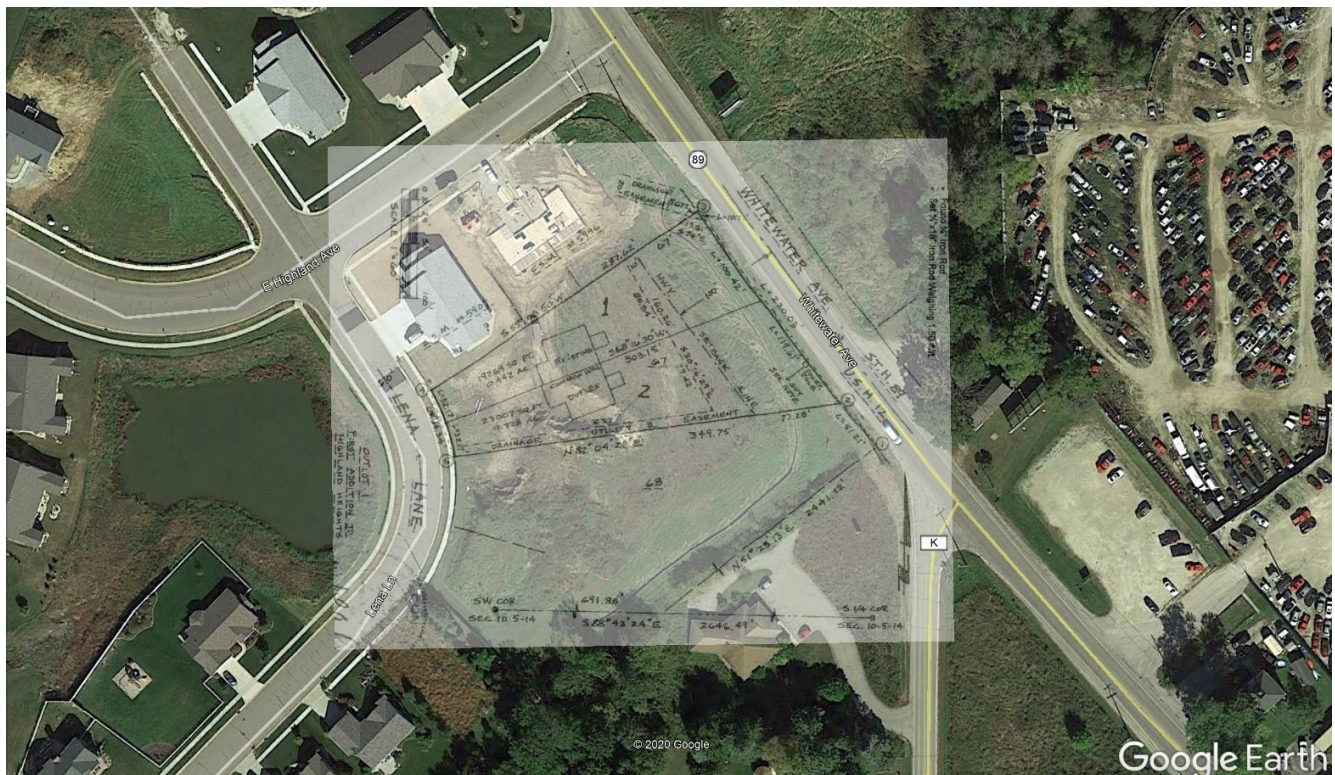


Figure 1: Existing aerial of the property

**City Department Reviews:**

All City departments have reviewed the submittal. Only those with comments are noted below.

*Zoning Department:* A maintenance agreement was provided for the common wall between the houses which will be recorded with the deed on each property. It was reviewed and found sufficient.

*Water Department:* Two shutoffs to each parcel exist and the lateral does not travel through adjacent property.

*Wastewater Department:* The existing sanitary lateral splits in the terrace. We have required a clause in the maintenance agreement to be recoded on the deed of each property that the common portion of the sanitary lateral between the main and the split is the responsibility of both parcel owners for future maintenance and replacement.

**Recommendation:**

Staff recommends approval of the Conditional Use to split the parcel into two separate lots with a zero lot line, conditioned on the confirmation of registration of the CSM and Maintenance Agreement with the Jefferson County Register of Deeds.

Attachments:  
Original submittal

**J&J ENTERPRISES - HEDRICK LLP  
PO BOX 158  
FORT ATKINSON, WI 53538**

July 1, 2020

City of Fort Atkinson  
ATTN: Andy Selle, City Engineer  
101 North Main Street  
Fort Atkinson, WI 53538

**RE: 1505 and 1507 Lena Lane, Fort Atkinson, WI**  
**PIN: 226-0514-1031-017**

Dear Mr. Selle:

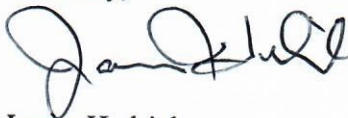
I am the managing Partner for J&J Enterprises – Hedrick LLP, owner of the property described as Lot 67 of Second Addition to Highland Heights (to become Lots 1 and 2 of a proposed CSM) and known as 1505 and 1507 Lena Lane, Fort Atkinson, WI. The PIN for this property is 226-0514-1031-017.

I have attached a copy of a Maintenance Restriction for the firewall separating the building which is being constructed on such lot and a copy of the final Certified Survey Map prepared by Mark Anderson. We are requesting that the City grant a conditional use permit to create a zero lot line dwelling on the above-referenced property so we can finish constructing the duplex thereon and then sell the two housing units separately.

Please place this request on the Agenda for the next City Planning Commission meeting and notify me of the date and time of the meeting.

Please contact me if you have any questions regarding this matter. Thank you for your assistance.

Sincerely,



James Hedrick  
Managing Partner of J&J Enterprises – Hedrick LLP

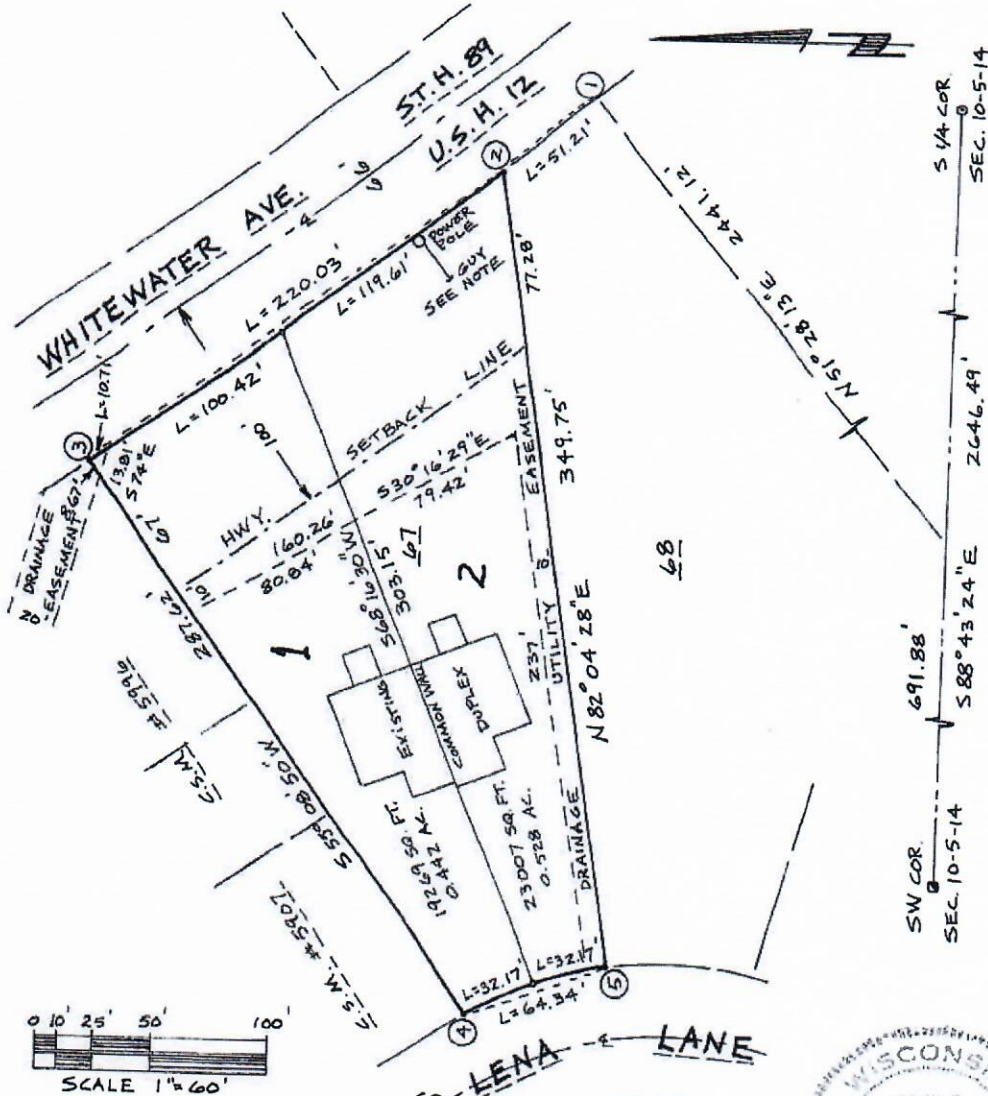
Enclosures



# CERTIFIED SURVEY MAP

Lot 87 SECOND ADDITION TO HIGHLAND HEIGHTS  
in the NE¼ of the SW¼ in Section 10, T5N, R14E,  
City of Fort Atkinson, Jefferson County, WI

- Found 4" Diameter Aluminum Monument
- Found 2 ¼" Iron Pipe
- Found ¾" Iron Rod
- Set ¾"x18" Iron Rod Weighing 1.50 #/ft.



OUTLOT 1  
FIRST ADDITION TO  
HIGHLAND HEIGHTS

Owners/ Subdividers:  
J & J Enterprises - Hedrick LLP  
PO Box 158  
Fort Atkinson, WI 53538



Sheet 1 of 2

JN15-38D

**ANDERSON LAND SURVEYING LLC**  
W6141 Star School Road, Fort Atkinson, WI 53538

**Professional Land Surveyor**  
Phone (920) 563-8162

## CERTIFIED SURVEY MAP

Lot 67, SECOND ADDITION TO HIGHLAND HEIGHTS in the NE¼ of the SW¼ in Section 10, T5N, R14E,  
City of Fort Atkinson, Jefferson County, WI

### NOTES:

Assumed North referenced to the south line of the SW¼ of Sec. 10-5-14 bearing S88°43'24"E.

These lots may be subject to any and all easements or agreements either recorded or unrecorded.

These lots created in accordance with a CONDITIONAL USE PERMIT TO CREATE A ZERO LOT LINE DWELLING conditionally granted by the City of Fort Atkinson.

A power pole, guy wire and overhead lines are located in the Hwy. Setback area southwesterly of Whitewater Avenue. The right, permission and authority to construct, erect and maintain a line of poles and to string and maintain wires thereon was granted to Wisconsin Gas and Electric Company recorded June 9, 1916 in Vol. 4 Misc. Pg. 382 and July 3, 1936 in Vol. 8 Misc. Pg. 390.

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of U.S.H. 12/S.T.H. 89 or Whitewater Avenue; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s.236.293, Stats., and shall be enforceable by the department.

Highway Setback: This restriction is for the benefit of the public as provided in s.236.293, Wisconsin Statutes.


Utility easements as set forth are for the use of public bodies and private public utilities having rights to serve the platted area including Wisconsin Electric Power Co. No buildings may be constructed in the easement areas. Wisconsin Electric Power Co. reserves the right to trim or cut trees and brush within the easement areas as needed.

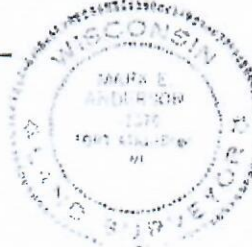
CURVE TABLE		CENTRAL	CHORD		Tangent Bearings	
CURVE#	RADIUS	ANGLE	BEARING	DISTANCE		
1-2	4133.00'	0°42'36"	N38°26'24"W	51.21'		
2-3	"	3°03'00"	N36°33'36"W	220.00'	2 N38°46'53"W	3 N35°02'06"W
Lot 2	"	1°39'28"	N37°15'23"W	119.61'		
Lot 1	"	1°23'32"	N35°43'53"W	100.41'		
Dr. Ease.	"	0°08'54"	N35°06'33"W	10.71'		
4-5	180.00'	20°28'50"	S18°50'13"E	64.00'	4 S29°04'38"E	5 S8°35'48"E
Lot 1	"	10°14'26"	S23°57'25"E	32.13'		
Lot 2	"	10°14'24"	S13°43'00"E	32.13'		

### SURVEYOR'S CERTIFICATE

I, Mark E. Anderson, Professional Land Surveyor, hereby certify that in full compliance with Chapter 236.34, Wisconsin Statutes and the subdivision regulations of City of Fort Atkinson and by the direction of Jim Hedrick this land has been surveyed, divided and mapped under my responsible direction and supervision; that such survey correctly represents all exterior boundaries and the division of the land surveyed; and that this land is Lot 67, SECOND ADDITION TO HIGHLAND HEIGHTS in the NE¼ of the SW¼ in Section 10, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin containing 42276 square feet.

Date 6-27-20

  
Mark E. Anderson  
Professional Land Surveyor, S-1370



Approved by the City of Fort Atkinson.

Date \_\_\_\_\_

Michelle A. Ebbert, City Clerk

Sheet 2 of 2

JN 15-38D

**ANDERSON LAND SURVEYING LLC**  
W 6141 Star School Road, Fort Atkinson, WI 53538

**Professional Land Surveyor**  
Phone (920) 563-8162



## MAINTENANCE RESTRICTION

**THIS RESTRICTION**, placed upon the above-described property, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, as formerly pledged on \_\_\_\_\_, 2020, by J&J Enterprises – Hedrick LLP, a Wisconsin Limited Liability Partnership (hereinafter “J&J”).

**WHEREAS**, J&J is the owner of the land and building located at 1505 and 1507 Lena Lane, Fort Atkinson; and

**WHEREAS**, J&J desires to have the City of Fort Atkinson Planning Commission create a zero lot line dwelling on the above-described existing lot such that J&J can sell the residences located on Lots One and Two to separate third parties (hereinafter referred to as “Lot One” and “Lot Two”); and

**WHEREAS**, the building located on said real estate has a firewall dividing said building into two residences;

**NOW, THEREFORE**, for good and valuable consideration, a Restriction is placed on said building as follows:

1. The owners of Lot One shall maintain the firewall on the side facing the residence located on Lot One.
2. The owners of Lot Two shall maintain the firewall on the side facing the residence located on Lot Two.
3. The owners of Lot One and Lot Two shall be prohibited from taking down said firewall and from altering it from its current state.
4. Maintenance, repair and/or replacement of the firewall shall be at the respective Lot owners' cost and responsibility.
5. This Restriction shall be recorded in the Jefferson County Register of Deeds Office.
6. This Restriction is intended to be a covenant running with the land and it inures to the benefits of the parties hereto, their heirs, assign and successors in interest.

J&J Enterprises – Hedrick LLP, By:

DATED: \_\_\_\_\_

\_\_\_\_\_  
James Hedrick, Managing Partner

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF DANE        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named **James Hedrick**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public/State of Wisconsin  
My commission expires: \_\_\_\_\_

This document drafted by:  
**BEHLING LAW OFFICE**  
Attorney Mary H. Behling  
State Bar #01005733  
PO Box 15  
Cambridge, WI 53523  
608-423-3286



### **Declaration of Covenants regarding Common Wall Maintenance and Use**

This Declaration, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and formerly pledged on \_\_\_\_\_, 2020, by J&J Enterprises – Hedrick LLP, presently the owner of a certain duplex dwelling described on the attached recording page and known as 1505 and 1507 Lena Lane, Fort Atkinson, Wisconsin. This Declaration is made for the purpose of providing for the future maintenance and use of the two separate units of a duplex dwelling currently under construction under Zero Lot Line zoning.

### **AGREEMENT**

**WHEREAS**, there is being constructed upon the property a duplex dwelling consisting of two single family living units sharing a common wall; and

**WHEREAS**, the undersigned executed this Declaration for the protection of the owners and future owners as to maintenance of the property and the duplex building located thereon and each separate dwelling portion thereof in anticipation of the subsequent sale of one or both of the separate dwelling units.

**NOW, THEREFORE**, it is hereby declared as follows:

1. The units are intended for residential purposes only as is presently or hereafter defined and permitted by the City of Fort Atkinson and any other zoning regulations that may apply and are restricted to that use.
2. The leasing or rental of either unit for residential purposes is not prohibited by these covenants provided any such leases or rentals are made subject to and the tenants are bound by the provisions of this Declaration.
3. A. The owners of the units shall maintain and repair the exterior surface of their respective dwelling portion of the building, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, and the maintenance and repair of the roof and driveway, and shall be liable for the cost of any such maintenance or repairs made on their dwelling portion of the duplex building. If any unit owner considers the dwelling portion of the other unit owner to be in need of any such repair or maintenance, hereinafter referred to as "work", they shall give written notice thereof to the other unit owner. Such notice shall specify the nature and extent of the work considered to be needed. If the other unit owner fails or neglects to perform the requested work or disagrees, in writing, that such work is needed, then, within sixty (60) days from the receipt of the original notice regarding the work allegedly needed, the unit owners shall submit the issue of the necessity of the work and the nature and extent thereof to a panel of arbitrators consisting of one arbitrator selected by each party (an owner may not act as an arbitrator, and the third arbitrator being the Building Inspector for the City of Fort Atkinson. If the City Building Inspector consents to act as the third arbitrator, he will be acting in his individual capacity and not as an employee of the City of Fort Atkinson. In the event that the City Building Inspector declines to act as the third arbitrator, the two arbitrators chosen by the parties shall select a third arbitrator. The decision of a majority of the arbitrators shall be final and binding on the owners, their heirs, successors, personal representatives, agents and assigns.



- B. Arbitration as herein provided shall be the exclusive method for resolution of disputes relating to the maintenance, repair, and use of the property. The fees and expenses, if any, for the arbitrators shall be borne equally by the parties unless otherwise determined by the arbitrators. Each party shall bear the cost of his own exhibits and advocate, if any.
- C. Notwithstanding the above, in the event that repair of the duplex building is required on an emergency basis and failure to make such repairs would result in further damage to the said building or result in the uninhabitability of the same, either unit owner may repair the damage and be entitled to contribution from the other unit owner for the cost of any repairs made to the other unit owner's portion of the building.
4. Neither unit owner, without first obtaining written consent from the other, shall make or permit to be made any substantial structural alterations or improvements to the exterior of the duplex dwelling building. In connection herewith, alterations, changes, or improvements exceeding an aggregate cost of One Thousand Dollars (\$1,000) shall be considered substantial.
  5. Only 2 dogs, 2 cats, or 2 other domesticated household pets may be kept by a unit owner on his or her property, provided that in no event shall such pets be kept, bred, or maintained for any commercial purpose. All such pets shall be housed wholly within the dwelling unit and no outside pens or structures shall be permitted unless otherwise agreed to in writing between the owners of the two units. No owner or person in control or having custody of a household pet shall allow it to run at large. No person shall own, harbor, or keep any animal which habitually barks or makes other loud or consistent noises to the annoyance of the other unit owner.
  6. Unit owners shall maintain their property in a good, sanitary, and attractive condition, including, but not limited to, mowing of the grass to a reasonable height, landscaping, removal of noxious weeds, and removal of snow and ice from walkways and driveways.
  7. Rubbish, trash, waste, and recycling shall be kept in neat and sanitary containers. No unit owner shall use or allow the use of his or her lot as a dumping ground for rubbish, trash, other waste, or recycling.
  8. A. Any repairs or maintenance performed or allowed to be performed by a unit owner to the exterior of his dwelling portion of the duplex dwelling building shall employ materials uniform or consistent with those materials already incorporated into the building.  
B. No unit owner shall change the color of the siding, trim, or roof of his portion of the duplex building at any time without prior written agreement between the unit owners. Homogeneous roof, siding, and trim colors shall be required at all times. Declaration of Covenants regarding Common Wall Maintenance and Use.
  9. No truck, tractors, semi-tractors, boats, snowmobiles, campers, travel trailers, motorcycles, lawn mowers, mobile homes or other similar pieces of mechanical equipment shall be kept on either property unless they are kept in a garage and out of the



public view except when in use. Notwithstanding the foregoing, any of the above may be temporarily stored on exterior driveways for no more than three days total per year. Boats and campers that are regularly used may be stored outside from May through September.

10. Unit owners shall not perform or allow to be performed any act or work which will impair the structural integrity or aesthetic appearance of the duplex dwelling building or the safety of the property of the other owner.
11. Each unit owner shall be solely responsible for all expenses associated with replacing, repairing and/or maintaining the interior portions of their respective units except as otherwise provided herein. The expenses include, but are not limited to, decorating, furnishing, housekeeping, and overall maintenance. Each unit owner shall also be solely responsible for all expenses associated with replacing, repairing, and or maintaining the exterior portions of their respective units.
12. Any portion of the wall or roof of the duplex dwelling building placed on the dividing line between the unit owners's respective properties shall constitute a party wall and the general rules of law regarding party walls and of liability for damage due to negligent or willful acts or omissions shall apply thereto. Without limiting the generality of the foregoing provisions, the unit owners shall also be bound by the Maintenance Restrictions agreement signed and recorded separately regarding this property.
13. Each unit owner shall have the right to enter the other unit owner's lot at reasonable times upon twenty-four (24) hours notice for the sole purpose of inspecting, maintaining, repairing, and or replacing any underground utility line, including electrical, telephone, cable, natural gas, sewer, and water serving the property. Pursuant hereto, any unit owner requiring such work shall have the right to excavate within an area lying six (6) feet on both sides of any such underground utility line from the point at which said utility line enters either Lot 1 or Lot 2 of a Certified Survey Map to be recorded in the Jefferson County Register of Deeds Office, as shown on the attached drawing as Exhibit A, and up to the duplex dwelling. All disturbed areas shall be restored to their condition prior to being disturbed. The cost of repair and restoration of the jointly used portion of utility lines shall be shared equally.
14. It is understood that the gas meter and electric meter serving each respective unit is located on the exterior of each respective unit. It is further understood that certain portions of the gas line, electric service, telephone service, cable TV service, and water and sewer lines serving a unit ("user unit") may be located within the other unit ("connector unit"). The owner of the connector unit shall permit such lines to remain in place and shall not interfere with their proper functioning. Furthermore, the owner of the connector unit shall permit the owner of the user unit to enter at reasonable times upon twenty-four (24) hours notice for the purpose of inspection, repair, maintenance, and or replacement of said lines and services, along with any necessary restoration, shall be at the sole expense of the owner of the user unit.
15. All fences and alterations thereto must be approved by both units.



16. The terms, conditions, and covenants contained herein may be amended by a written agreement signed by all the owners of both units and said amendment shall be recorded at the Jefferson County Register of Deeds Office.
17. This agreement shall be governed by the laws of the State of Wisconsin.
18. Except as provided in Paragraph Three, above, enforcement of the covenants and restrictions of this Declaration may be by any proceeding at law or in equity against any unit owner violating or attempting to violate any such covenants or restrictions and shall include recovery of damages, costs, and reasonable attorney's fees. Failure by any unit owner to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to do so thereafter.
19. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof, and the Declaration shall be construed in all respects as if such invalid or unenforceable provision is omitted.
20. The unit owners shall, for themselves and for their respective successors, assigns, heirs, and personal representatives and agents, each to and with the other, his or their successors, assigns, representatives and heirs, be bound by and observe this Declaration and the covenants and restrictions herein contained which shall be perpetual and run with the land, but no owner is to be responsible for his acts or defaults while owner.

IN WITNESS WHEREOF, this declaration has been executed on this day and year above first written.

J&J Enterprises – Hedrick LLP, By:

\_\_\_\_\_  
James Hedrick, Managing Partner

STATE OF WISCONSIN     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named, **James Hedrick**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\*  
Notary Public/State of Wisconsin  
My commission expires: \_\_\_\_\_

This document drafted by:  
**BEHLING LAW OFFICE**  
Attorney Mary H. Behling  
State Bar #01005733  
P.O. Box 15  
Cambridge, WI 53523  
608-423-3286





**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date: August 25, 2020**

**TO:** City Council

**FROM:** Andy Selle, P.E.

**SUBJECT:** Nadig – Condominium Plat Review

**Background:**

This is a request for a condominium plat to create a condo association at the duplex located on 419/417 Nadig Ave. in Fort Atkinson. This will create an instrument for two separate owners as well as a common element shared by both owners as noted.



Figure 1: Property location in the City of Fort Atkinson

**City Department Reviews:**

City departments have reviewed the submittal. Those with comments are below.

**Water Department:** Separate laterals are required for individual parcels. The current owner added a lateral with a separate shutoff for the second proposed unit.

**Wastewater Department:** The City does not currently require a separate sanitary lateral to serve each unit. This duplex includes a single lateral which goes through one unit to serve the other. The maintenance agreement specifically includes this structure as a common element with shared maintenance and replacement costs.

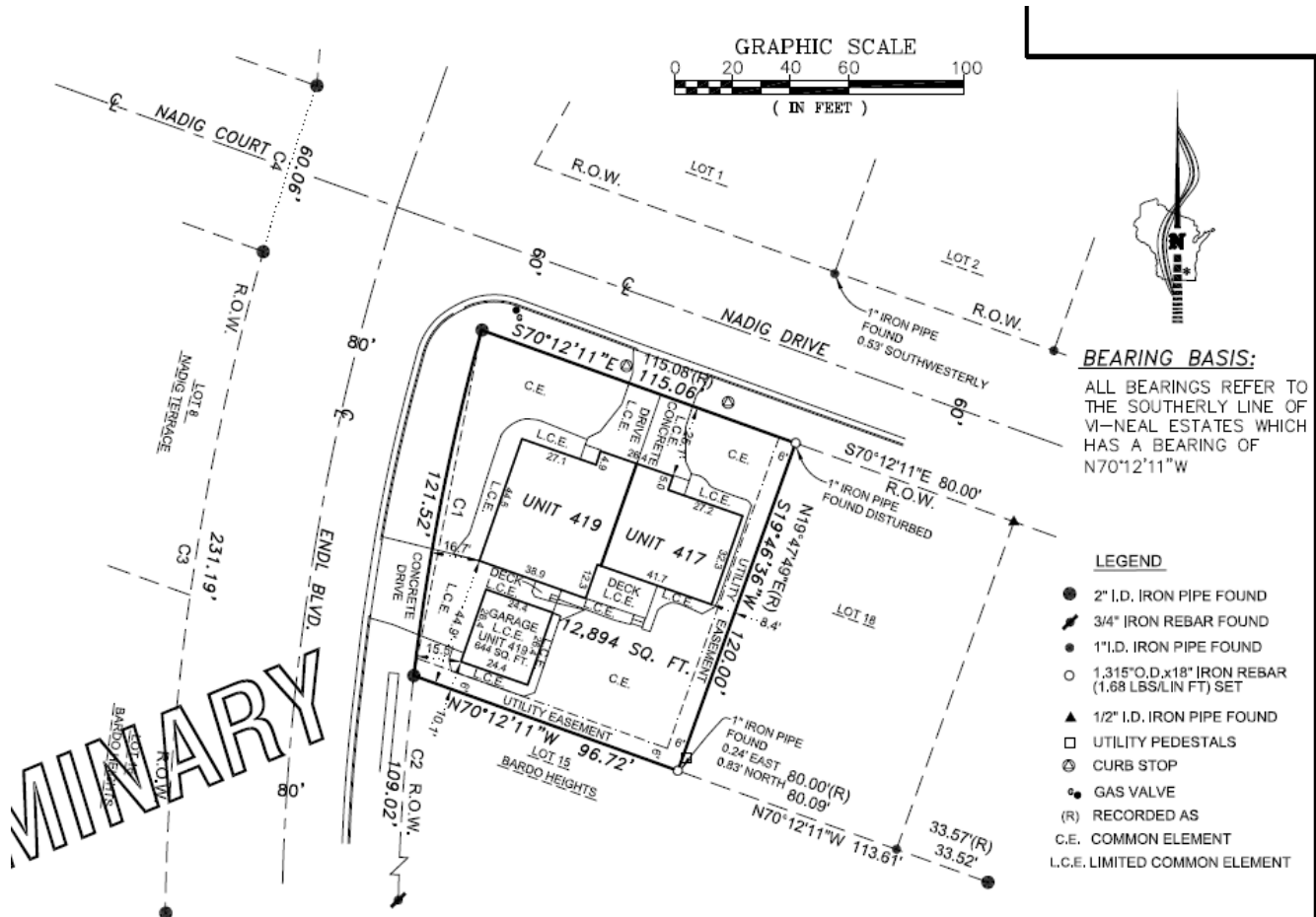


Figure2: Proposed land division

**Recommendation:**

Staff recommends approval of the request.

Attachments: Original Submittal

**BY-LAWS OF****417/419 NADIG CONDOMINIUMS**

0.01 On the \_\_\_\_ day of \_\_\_\_\_, 2020 at 417 Nadig Drive, Fort Atkinson, Wisconsin, or at any other place which the Board of Directors and Officers shall determine, and annually every year thereafter, an Owner's meeting should be held, and in addition, 30 days after the sale of the last unit of the condominium a meeting shall be held.

0.02 Required notice of an association meeting shall be not less than five (5) days.

0.03 Authorized number of directors is two.

0.04 There shall be a President and Secretary serving with alternating 2 year terms.

0.05 Required notice of director's meetings (see Section 3.05)

- (a) not less than 48 hours if by mail; and
- (b) not less than 24 hours if by telegram or personal delivery;
- (c) Directors may also waive any advance notice of meeting at the meeting held as long as such waiver is put forward at the meeting by all directors of the condominiums.

**ARTICLE I - OFFICES**

**1.01 Principal and Business Offices.** The condominium shall be governed by an association known as the 417/419 Nadig Condominiums Association. The Board of Directors may choose to incorporate said association.

The condominium may have such principal and other business offices, either within or without the State of Wisconsin, as the Board of Directors may designate or as the business of the condominium may require from time to time.

**1.02 Registered Office.** The registered office of the condominiums required by the Wisconsin Condominium Ownership Act to be maintained in the State of Wisconsin may be, but need not be, the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors or by the registered agent. The business office of the registered agent of the condominiums shall be identical to such registered office.

Record this document with the Register of Deeds

Name and Return Address:

Rogers & Westrick, S.C.  
93 N Main Street  
Fort Atkinson, WI 53538

226-0514-0942-093  
(Parcel Identification Number)

## ARTICLE II - ASSOCIATION OF UNIT OWNERS

**2.01 Annual Meeting.** The annual meeting of the unit owners shall be held at the date and hour in each year set forth in Section 0.01 or at such other time and date within 30 days before or after said date as may be fixed by or under the authority of the Board of Directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Wisconsin, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein, or fixed as herein provided, for any annual meeting of the unit owners, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the unit owners as soon thereafter as conveniently may be held. Directors may be removed before the termination of their term by a vote of a majority of unit owners at a special or annual meeting.

**2.02 Special Meeting.** Special meetings of the unit owners, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or the Board of Directors or by the person designated in the written request of the holders of not less than 1/2 of all shares of the condominium entitled to vote at the meeting.

**2.03 Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Wisconsin, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all unit owners entitled to vote at a meeting may designate any place, either within or without the State of Wisconsin, as the place of the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal business office of the condominiums in the State of Wisconsin or such other suitable place in the county of such principal office as may be designated by the person calling such meeting, but any meeting may be adjourned to reconvene at any place designated by vote of a majority of the unit owners represented therein.

**2.04 Notice of Meeting.** Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than the number of days set forth in Section 0.02 (unless a longer period is required by law or the articles of incorporation) nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or other officer or persons calling the meeting, to each unit owner of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, addressed to the unit owners at their address with postage thereon prepaid.

**2.05 Voting Records.** The officers or agent having charge of the voting records for each meeting of unit owners, shall make a complete record of the unit owners entitled to vote at such meeting, or any adjournment thereof. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any unit owner during the whole time of the meeting for the purposes of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

**2.06 Quorum.** Excepting as otherwise provided in the articles of incorporation, a majority of the unit owners entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of unit owners. If a quorum is present, the affirmative vote of the majority of the unit

owners represented at the meeting and entitled to vote on the subject matter shall be the act of the unit owners unless the vote of a greater number or voting by classes is required by law or the articles of incorporation. Though less than a quorum of the outstanding units are represented at a meeting, the majority of the unit owners so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

**2.07 Conduct of Meetings.** The President shall call the meeting of the unit owners to order and shall act as chairman of the meeting, and the Secretary of the condominium shall act as secretary of all meetings of the unit owners, but, in the absence of the Secretary, the presiding officers may appoint any other person to act as secretary of the meeting.

**2.08 Proxies.** At all meetings of the unit owners, a unit owner entitled to vote may vote in person or by proxy appointed in writing by the unit owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the condominium before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy may be revoked at any time before it is voted, either by written notice filed with the Secretary or the acting secretary of the meeting or by oral notice given by the unit owner to the presiding officer during the meeting. The presence of a unit owner who has filed his proxy shall not of itself constitute a revocation. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy. The Board of Directors shall have the power and authority to make rules establishing presumptions as to the validity and sufficing of the proxies.

**2.09 Voting.** Each outstanding unit shall be entitled to one vote upon each matter submitted to a vote at a meeting of unit owners. The Secretary shall take the minute book of the association and count the votes at meetings of the association.

#### **2.10 Manner of Voting by Certain Holders.**

(a) **Corporation.** Units standing the name of a corporation may be voted either in person or by proxy, by the president of such corporation or any other officer appointed by the president. A proxy executed by any principal officer of such corporation or assistant thereto shall be conclusive evidence of the signer's authority to act, in the absence of express notice to this corporation, given in writing to the Secretary of this condominium association of the designation of some other person by the board of directors or the by-laws of such corporation.

(b) **Legal Representatives & Fiduciaries.** Units held by an administrator, executor, guardian, conservator, trustee in bankruptcy, receiver or assignee for creditors may be voted by him, either in person or by proxy, without a transfer of such unit owner into his name, provided that there is filed with the Secretary before or at the time of meeting proper evidence of his incumbency and the number of units held. Units standing in the name of a fiduciary may be voted by him, either in person or by proxy. A proxy executed by a fiduciary, shall be conclusive evidence of the signer's authority to act, in the absence of express notice to this condominium, that such manner of voting is expressly prohibited or otherwise directed by the document creating the fiduciary relationship.



(c) **Minors.** Units held by a minor may be voted by such minor in person or by proxy and no such vote shall be subject to disaffirmance or avoidance, unless prior to such vote the Secretary of the condominium has received written notice or has actual knowledge that such unit owner is a minor.

(d) **Incompetents and Spendthrifts.** Units held by an incompetent or spendthrift may be voted by such incompetent or spendthrift in person or by proxy and no such vote shall be subject to disaffirmance or avoidance, unless prior to such vote the Secretary of the condominium has actual knowledge that such unit owner has been adjudicated an incompetent or spendthrift or actual knowledge of filing of a judicial proceedings for the appointment of a guardian.

(e) **Joint Tenants.** Units registered in the names of two or more individuals who are named in the registration as joint tenants may be voted in person or by proxy signed by any one or more of the such individuals if either (i) no other such individual or his legal representative is present and claims the right to participate in the voting of such unit or prior to the vote files with the Secretary of the condominium a contrary written voting authorization or direction or written denial of authority of the individual present or signing the proxy proposed to be voted or (ii) all such other individuals are deceased and the Secretary of the condominium has no actual knowledge that the survivor has been adjudicated not to be the successor to the interest of those deceased.

**2.11 Waiver of Notice by Unit Owners.** Whenever any notice whatsoever is required to be given to any unit owners of the condominium under the articles of incorporation or by-laws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of the meeting, by the unit owners entitled to such notice shall be deemed equivalent to the giving of such notice; provided that such waiver in respect to any matter of which notice is required under any provision of the Wisconsin Condominium Ownership Act under the same residential condominium section of said act, shall contain the same information as would have been required to be included in such notice, except the time and place of meeting.

**2.12 Unanimous Consent without Meeting.** An action required or permitted by the articles of incorporation or by by-laws or any provision of law to be taken at a meeting of the unit owners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the unit owners entitled to vote with respect to the subject matter thereof.

**2.13 Powers of Association.** The association shall have the power to adopt budgets for revenue, expenditures and reserves and levy and collect assessments for common expenses from the unit owners; employ and dismiss employees and agents; sue on behalf of all unit owners; and exercise any other power conferred by the condominium instruments or by-laws. The association will also have the power to make contracts and incur liabilities, regulate and impose charges for the use of common elements; cause additional improvements to be made as part of the common elements; acquire, hold, encumber and convey any right, title or interest in or to real property; grant easements through or over common elements; receive any income derived from payments, fees or charges for the use, rental or operation of the common elements; and grant or withhold approval of any action by unit owner or other person which would change the exterior appearance of the unit or any other portion of the condominium. The foregoing powers may be

exercised upon the affirmative or written consent of 75% of the association members. The association and/or Board may engage the services of a manager or managing agent by a majority vote of the same.

**2.14 Meetings of the Association.** The association shall maintain a current roster of names and addresses of every unit owner to which notice of meetings of the association will be sent. No regular or special meeting of the association may be held except on at least 5 days written notice delivered or mailed to every unit owner at the address shown on the roster unless waivers are duly executed by all unit owners. At the meeting of the association, every unit owner is entitled to cast the number of votes pertinent to his or her unit. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following issuance unless granted to a mortgagee or lessee. If only one of multiple owners of a unit is present at a meeting of the association, the owner is entitled to cast the votes allocated to that unit. If more than one of the multiple owners is present, the votes allocated to that unit may be cast proportionally among the owners, but unanimous agreement is conclusively presumed if any one of them proports to cast the votes allocated to that unit without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners, unless a statement with the secretary of the association stating that thereafter the vote must be cast proportionally.

**2.15 Unit Owners Interest and Association's Property.** No unit owner may have any right, title or interest in any property owned by the association other than as holder of a percentage interest and common elements of pertinence to its unit.

### **ARTICLE III - BOARD OF DIRECTORS**

**3.01 General Powers and Number.** All aspects of the management, operation and duties of the association are delegated by the Board of Directors. The number of directors shall be fixed by the number of units. Each unit shall have one director named to the board. The business and affairs of the condominium shall be managed by its Board of Directors. The number of directors of the condominium shall be as provided in 0.03.

**3.02 Tenure and Qualifications.** Each director shall hold office at the discretion of his own unit. A new director shall be elected in the case of the sale of that director's unit, death of the unit owner, or a change agreed upon by a joint tenant of the owner of said unit. In any of the foregoing events, a new director shall be named at the earliest possible date and the name of said director shall be provided to the secretary of the association for proper record keeping. The owner of each unit shall inform the Board of Directors in writing 10 days prior to the sale of any unit and shall provide the name of the new director at that time. A director may resign at any time by filing his written resignation with the secretary of the association.

**3.03 Regular Meetings.** A regular meeting of the Board of Directors shall be held quarterly at 9:00 a.m. commencing with the sale of the last unit. A Board of Directors' meeting shall be held every 3 months thereafter at the same time and the meetings shall be held at 417 Nadig Drive, Fort Atkinson, Wisconsin. The time and place of the regular meetings of the Board of Directors may be changed by mutual agreement of the directors so long as there has been written consent by each of the unit owners.

**3.04 Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President, Secretary or any directors. The President or Secretary may call any special meeting of the Board of Directors, may fix any place either within or without the State of Wisconsin, as the place of the holding any special meeting called by them, and if no other place is fixed, the place of meeting shall be the principal business office of the condominium in the State of Wisconsin.

**3.05 Notice; Waiver.** Notice of each meeting of the Board of Directors (unless otherwise provided in or pursuant to Section 3.03) shall be given by written notice delivered personally or mailed or given by telephone to each director at his business address or at such other address as such director shall have designated in writing filed with the Secretary, in each case not less than 10 days if by mail, and not less than 24 hours if by telephone or personal delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the corporation under the articles of incorporation or by-laws or any provision of law, a waiver thereof in writing signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of waiver or notice of such meeting.

**3.06 Quorum.** Except as otherwise provided by law or by the articles of incorporation of these by-laws, a majority of the number of directors set forth in Section 0.03 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the directors present (though less than such quorum) may adjourn the meeting from time to time without further notice. At the time this document is executed, a quorum is equal to two directors.

**3.07 Manner of Acting.** The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the articles of incorporation or these by-laws. At the time this document is executed, a unanimous vote is required.

**3.08 Conduct of Meetings.** The President, and in their absence, any director chosen by the directors present shall call meetings of the Board of Directors to order and shall act as chairman of the meeting. The Secretary of the corporation shall act as secretary at all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint an Assistant Secretary or any director or other person present to act as secretary of the meeting.

**3.09 Compensation.** The Board of Directors by affirmative vote of a majority of the directors then in office, and irrespective of any personal interest of any of its members may establish reasonable compensation of all directors for services to the condominium as directors, officers or otherwise or may delegate such authority to an appropriate committee. The Board of Directors also shall have authority to provide for or to delegate authority to an appropriate committee to provide for reasonable pensions, disability or death benefits and other benefits or payments to directors, officers and employees and to their estates, families, dependents or beneficiaries on account of prior services rendered by such directors, officers and employees to the condominium.

**3.10 Presumption of Assent.** A director of the condominium who is present at a meeting of the Board of Directors or a committee thereof which he is a member at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the condominium immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

**3.11 Committees.** The Board of Directors by resolution adopted by the affirmative vote of a majority of the number of directors as provided in Section 0.03 may designate one or more committees, each committee to consist of the two directors elected by the Board of Directors which to the extent provided in said resolution as initially adopted, and as thereafter supplemented or amended by further resolution adopted by a like session, the powers of the Board of Directors in the management of the business and affairs of the condominium, except action in respect to dividends to unit owners, election of the principal officers or the filling of vacancies in the Board of Directors or committees created pursuant to this section. The Board of Directors may elect one or more of its members as alternate members of any such committee who may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting. Each such committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

**3.12 Unanimous Consent Without Meeting.** Any action required or permitted by the articles of incorporation or by-laws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the directors then in office.

#### **ARTICLE IV - MAINTENANCE OF COMMON AREAS**

**4.01 Maintenance and Operation of Common Areas.** The maintenance and operation of common areas lies in the discretion of the Board of Directors. Each unit shall be responsible for a proportionate share, based on square living footage of each respective unit, of all authorized improvements, regular maintenance and repair of all common areas that are covered by that unit owner. Detached garage shall be the responsibility of Unit 2. Common areas includes the sewer line, lawn care, snow removal, the mail box, and the north-south fence in the backyard. Each of the condo owners acknowledges joint ownership of the sewer lateral, and each will share in the joint cost of repair or replacement of the lateral. If any unit owner fails to perform theses tasks promptly, the Board of Directors may hire third parties to perform the same with the cost being assessed to that unit owner. All standard duties and maintenance, repair and upkeep shall be divided equally between the unit owners in a manner set forth by the Board of Directors.

**4.02 Maintenance and Repair of Non-Common Areas.** Each unit owner shall be responsible for the maintenance and repair of all non-common areas. Each unit owner shall be responsible for maintaining their own unit in a fashion which maintains the overall quality and attractive appearance of the entire condominium complex. Any substantial change in the conformity of the exterior appearance of the condominium structure as a whole must first be approved by the Board of Directors. Any disputes which can not be resolved by the Board of Directors as to changes or repair of non-common areas which affect the value and/or safety of the overall complex shall be resolved through the arbitration process listed in these by-laws.

## **ARTICLE V - DISPUTE & ARBITRATION**

**5.01 Dispute and Arbitration.** If a proposed expenditure for action for the repair, maintenance or upkeep of the property or for the operation of the property is not approved by the Board of Directors and any unit owner believes the expenditure or action is necessary for the safe and proper use of the property or the owner's unit, or if an expenditure or action is approved by the Board of Directors and any unit owner believes the expenditure or action is contrary to the safety and proper use of the property or the owner's unit:

(a) The unit owner or owners challenging a decision of the Board of Directors described under Paragraph 4.01 shall give written notice of the objection to all unit owners and mortgagees within 45 days after the decision, but before an action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse or modify the decision.

(b) The unit owner or owners may challenge the decision after reconsideration by the Board of Directors under Paragraph (a) only in an arbitration proceeding under Chapter 788. Acceptance of a conveyance of a small residential condominium which is subject to Paragraphs (a) and (d) is deemed to constitute an agreement by the unit owner to submit challenges to decisions of the Board of Directors.

(c) The Board of Directors, upon submission of the matter to arbitration as provided in Paragraph (b), shall name a proposed arbitrator. The unit owner or owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, then the 2 arbitrators shall select a third person and the 3 shall serve as an arbitration panel chaired by the third person. The expense of the arbitration shall be shared equally by the association and the unit owner or owners challenging the decision of the Board of Directors.

(d) The arbitration awarded by the arbitration panel under Paragraph (c) shall permit or prohibit the decision and the decision shall not be implemented. It is an affirmative action, until the award is final unless there is a bona fide emergency.

(e) No person acting as an arbitrator herein shall have any property interest in said condominium nor be related to any unit owner.

## **ARTICLE VI - AMENDMENTS**

These by-laws may be altered, amended or repealed and new by-laws may be adopted by the unit owners by a vote of at least 100% of the unit owners present or represented at any annual or special meeting of the unit owners at which a quorum is in attendance.

Articles approved by the Board of Directors this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Michelle Smith

STATE OF WISCONSIN   )  
  ) SS  
JEFFERSON COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, to me known to be the person(s) who executed the foregoing and acknowledge the same.

\_\_\_\_\_  
Notary Public, Jefferson County, WI  
My Commission:

#### LENDER APPROVAL

The undersigned, being an officer of \_\_\_\_\_ hereby states that said bank has an interest in said property through a properly perfected first mortgage. The undersigned, on behalf of the said bank, states that they approve of the terms and conditions of this Condominium Declaration.

By \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN   )  
  ) SS  
JEFFERSON COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, to me known to be the person who executed the foregoing and acknowledge the same.

**This Instrument Drafted By**  
David R. Westrick  
ROGERS & WESTRICK, S.C.  
93 N. Main Street  
Fort Atkinson, WI 53538  
(920) 563-5577 - (920) 563-3577 Fax  
drw@rogerswestricklawoffice.com

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**CONDOMINIUM DECLARATION****417/419 NADIG CONDOMINIUMS**

**WHEREAS**, the CLIFFORD CHARLES SMITH, JR. IRREVOCABLE TRUST, hereinafter referred as to "Owner", is the owner of a parcel of real estate located at 417 NADIG DRIVE and 419 NADIG DRIVE, FORT ATKINSON, WISCONSIN and more particularly described as follows:

Lot 18, Vi Neil Estates, City of Fort Atkinson,  
Jefferson County, Wisconsin.

Record this document with the Register of Deeds

Name and Return Address:  
ROGERS & WESTRICK, S.C.  
93 N MAIN STREET  
FORT ATKINSON, WI 53538

**226-0514-0942-093**

(Parcel Identification Number)

WHEREAS, It is the desire and intention of the Owner to subdivide that real property as described above into a Condominium pursuant to Chapter 703.365 of the Wisconsin Statutes; and

**WHEREAS**, The following declaration is executed to effectuate the desire of Owner to impose on the real estate described above mutually beneficial restrictions under a general plan of improvement for the benefit of each and all of the included units and the common areas and of the future owners of those units and those common areas.

**I - NAME**

The condominium shall be known as "417/419 Nadig Condominiums" hereafter referred as the Condominium.

**II - BUILDING**

The real estate contains one building as shown by the floor plan attached hereto as Exhibit "A". The building consisting of two units designated as Unit 1 (417 Nadig Drive) and Unit 2 (419 Nadig Drive).

**Unit 1** consists of the unit located on the eastern half of the property. It consists of the structure itself as well as the lands east of the north-south line that runs through the common firewall and connects the north and south boundaries of the lot and divides the units from each from the basement to the roof. **Unit 2** consists of the unit located on the western half of the

property. It consists of the structure itself as well as the land west of the aforementioned line. The wall between Unit 1 and Unit 2 on all levels is a common wall.

The exterior consists of aluminum and brick. The ceiling and walls are of dry wall construction. Each unit has separate heating and cooling systems.

The exact dimensions of each unit shall be pursuant to the condominium plat to be filed with the Register of Deeds.

The attached Exhibit "A" represents the Condominium Plat pursuant to §703.365(4) Wisconsin Statutes.

### **III - USE OF UNITS**

Each of the units shall be used only for single family residences and for no other purpose.

### **IV - COMMON ELEMENTS**

The common elements consist of the entire condominium property, excluding the units themselves, but including without limitation the following:

1. All foundations, roofs, columns, siding, girders, beams, support and mechanical equipment spaces;
2. All central and permanent installations for services such as power, light, telephone, water, sewer and gas; and
3. All apparatus and installations existing in the building or on the property for common use or necessary to the maintenance or safety of the condominium.
4. The surrounding yard of said building shall be considered to be a limited common area. The area east of the north-south line running through the dividing firewall shall be for the benefit of Unit 1 and the area west of the north-south line running through the aforementioned firewall shall be for the benefit of Unit 2, as shown by the recorded plat in this matter.

### **V - PERSON TO RECEIVE SERVICES**

Michelle Smith of 1651 Edgewood Drive, Algonquin, Illinois 60102, Trustee, is hereby designated to receive notice of process of any action which may be brought against the condominium. The condominium may designate a successor to such person by majority vote and recording notice thereof with the Jefferson County Register of Deeds.

### **VI - UNITS SUBJECT TO DECLARATION, BY-LAWS, ETC.**

All present and future owners of the two units shall be subject to and comply with the provisions of this Declaration, the By-Laws and rules and regulations adopted pursuant thereof, as those instruments may be amended from time to time. The acceptance of a deed or other



conveyance or the entering into a lease or entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest in such unit.

## **VII - ENCROACHMENTS**

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon the other unit or upon any portion of the common elements as a result of the construction of a building, a valid easement for such encroachment and its maintenance shall exist so long as the building stands. In the event the building or any unit be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common elements shall be permitted, and a valid easement for such encroachment shall exist so long as the building stands.

## **VIII - PERCENTAGE INTEREST IN COMMON AREAS**

Each unit and its owners shall have an undivided fifty (50%) percent interest in the common areas and facilities. This percentage interest is appurtenant to each unit, and is not subject to partition as long as this Declaration is in effect. Any deed, mortgage or other instrument purporting to effect a conveyance of a unit without including the unit owner's interest in the common areas shall be deemed to include the interest so omitted. The owner or owners of each unit is entitled to cast one vote at any meeting of the association of unit owners described in more detail in the By-Laws of this condominium.

## **IX - DAMAGE OR DESTRUCTION**

In the event of damage or destruction of all or any part of the property, the damage shall be repaired or the property destroyed shall be rebuilt unless all appertaining owners shall vote the contrary. Such vote shall be taken by the condominium of unit owners at a meeting called for that purpose within thirty (30) days of the date of the damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable unless all appertaining owners shall otherwise agree.

Each unit owner shall obtain and maintain fire and extended loss coverage for the property in at least the amount of the replacement value thereof or the full insurable value. In the event of damage or destruction of property or any portion thereof, if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such replacement or reconstruction. If there is no repair or reconstruction of the damaged property, then the insurance proceeds shall be divided between the owners of the units that are damaged but not repaired or reconstructed in proportion to their respective percentage of the common areas.

## **X - AMENDMENT OF DECLARATION**

This Declaration may be amended with the written consent of all unit owners. An amendment becomes effective when it is recorded in the same manner as this Declaration. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any.

## **XI - INVALIDITY**

The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration.

## **XII - WAIVER**

No provision contained in this Declaration shall be deemed to have been waived by reason of failure to enforce it, irrespective of the number of violations which may occur.

## **XIII - DEFINITIONS**

This Declaration adopts by reference the definitions as set forth in Section 703.02 Wis. Statutes (2018-2019).

## **XIV - RESERVE FUND**

The Association that governs this Condominium shall adopt an annual budget pursuant to the mutual agreement of the Unit owners. No reserve fund shall be required.

**IN WITNESS WHEREOF**, Adler Condominium by Constance K. Benson, has caused this Declaration to be executed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle Smith, Trustee

STATE OF WISCONSIN   )  
                                      ) SS  
JEFFERSON COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, Michelle Smith, to me known to be the person(s) who executed the foregoing and acknowledge the same.

\_\_\_\_\_  
Notary Public, Jefferson County,  
WI  
My Commission:

## **LENDER APPROVAL**

The undersigned, being an officer of \_\_\_\_\_ hereby states that said bank has an interest in said property through a properly perfected first mortgage. The



# EXHIBIT "A"

## 417/419 Nadi Condominiums

Survey For Clifford Charles Smith Jr Irrevocable Trust dated February 15, 2018

JEFFERSON COUNTY, WISCONSIN.

Location: 417 & 419 Nadi Drive, City of Fort Atkinson, Jefferson County, Wisconsin

Description: Lot 19, V-Nell Estates, located in the NW 1/4 and the SW 1/4 of the SE 1/4 of Section 9, T5N, R14E, City of Fort Atkinson, Jefferson County, Wisconsin.

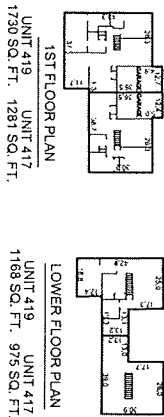
Subject to all rights, reservations, restrictive covenants, and easements recorded or unrecorded.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEG.	DELT. ANGLE
C1	80.00'	121.52'	121.40'	N11°59'22"E	8°42'11"
C2	80.00'	121.52'	121.40'	N11°59'55"E	8°42'11"
C3	80.00'	231.19'	230.55'	S08°28'18"W	15°03'10"
C4	80.00'	60.06'	60.05'	S17°35'12"W	03°24'17"

### FLOOR PLAN

UNIT 419  
2898 SQ. FT. TOTAL

UNIT 417  
2256 SQ. FT. TOTAL



### CITY OF FORT ATKINSON COMMON COUNCIL APPROVAL CERTIFICATE

Resolved that 417/419 Nadi Condominiums which has been duly filed for the approval of the City of Fort Atkinson Common Council, be and the same is hereby approved.

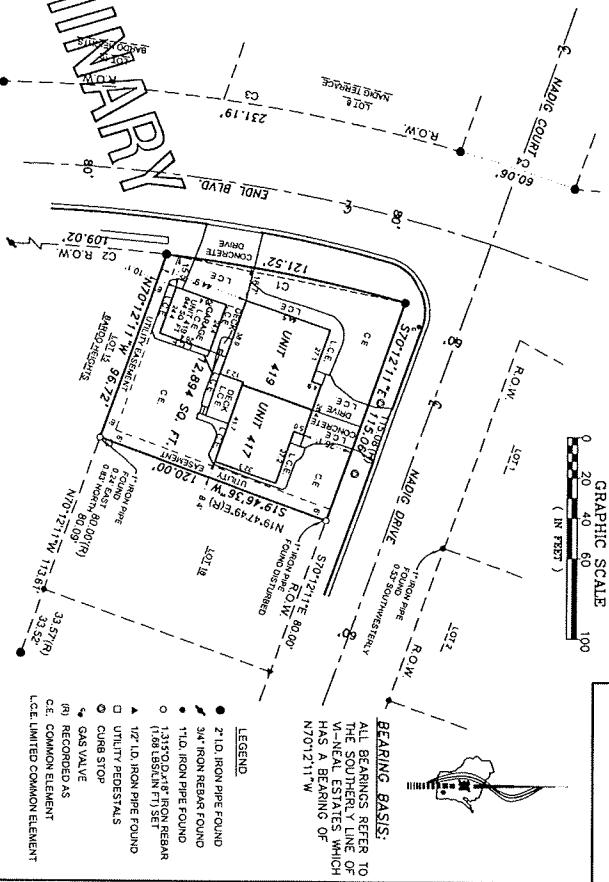
Hereby Certify that the above is true and correct copy of a resolution adopted by the City of Fort Atkinson on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Michael Edmund Clark/Treasurer  
City of Fort Atkinson

PRELIMINARY

### SOUTHWEST SURVEYING & ASSOCIATES, INC.

J. AARON E. MAITRA, WI. 33158  
262-465-4810  
262-674-4844



I, the undersigned, being a duly licensed and sworn Surveyor of the State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records.

JOHN C. KANNARD, Professional Land Surveyor

SHEET 1 OF 1  
JOB NO. S-220150



POLICE DEPARTMENT

Adrian J. Bump  
CHIEF OF POLICE

08-24-2020

To: Fort Atkinson City Council

From: Chief Adrian Bump

### **Trick or Treat 2020**

The purpose of this letter is to identify a date and time for Trick or Treat in the City of Fort Atkinson if a decision is made to coordinate and support the event in 2020.

October 31, 2020 from 1:00pm-4:00pm would be an appropriate and safe time if the event is encouraged in the City. The Police Department will not be encouraging a Trunk or Treat event at Jones Park in 2020 but hope to plan and support the event in 2021.

If City Council decides to identify a date and time, additional police resources will be assigned to help increase safety in our residential neighborhoods for the date and time selected.

Respectfully submitted,

Adrian Bump  
Chief of Police  
City of Fort Atkinson



**CITY OF FORT ATKINSON, Fort Atkinson, WI, 53538**

**Date:** August 28, 2020

**TO:** City Council  
**FROM:** Michelle Ebbert City Clerk/Treasurer  
**SUBJECT:** Granting Operator Licenses

**Background:**

The following are applicants for operator licenses. The applications have been reviewed and approved for accuracy by the Police Department. The following licenses are recommended for approval by the City Council.

**Discussion:**

REGULAR FOR THE TERM OF **2020-2022:**

- |    |                   |                   |
|----|-------------------|-------------------|
| 1. | Matthew Dahnert   | Jansen's          |
| 2. | Austin Dittman    | Walgreen's        |
| 3. | Walter Hilberg Jr | Walgreen's        |
| 4. | Abigail Hintz     | Brock's Riverwalk |
| 5. | Artiben Patel     | Lions Quick Mart  |
| 6. | David Wiesmann    | Lions Quick Mart  |
| 7. | Michael Wolfram   | KP Mart           |

**Financial Analysis:**

None.

**Staff Recommendation:**

To recommend the approval of operator licenses for the above noted applicants upon completion of successful background checks.