

PLAN COMMISSION MEETING

Monday, January 9, 2016 at 4:30 p.m.

Council Chambers in the Municipal Building

AGENDA:

- 1) Little Coffee Road – Brandon Knaack – Preliminary CSM – Township
- 2) 101 Oakridge Court – Oakridge Medical Clinic – Establishment of OMC Condominium
- 3) West Side Industrial Park Rezoning – Review PH Comments
- 4) Plan Commission Minutes – November 28, 2016

Little Coffee Road – Extraterritorial CSM

Background:

Brandon Knaack is looking to create a 2 acre lot from a 35.64 acre parent parcel. The new 2 acre lot will be rezoned to A-3 to allow for residential use.

Issues:

The following issues have been identified by the City of Watertown Zoning Administrator:

1. Little Coffee Road is not identified in the 2009 City of Watertown Comprehensive Plan as having an expanded Right-of-Way, this means that the Right-of-Way should be 66 feet (33 feet from centerline)
 - a. The Preliminary CSM shows the proper Right-of-Way dedication of 33 feet from the centerline.
2. The proposed 2 acre lot does not have an Airport Approach Protection Zone elevation limit.

Options:

These are the following options, but not limited to, for the Plan Commission based on the information received by the City of Watertown Zoning Administrator:

1. Denial of the Preliminary CSM
2. Approval of the Preliminary CSM without conditions
3. Approval of the Preliminary CSM with conditions, as identified by the Plan Commission

JEFFERSON COUNTY PRELIMINARY REVIEW FOR CERTIFIED SURVEY

Part of Lot 1, CSM No. 4247, located in the NW 1/4 of the SE 1/4 of Section 34, Township 8N, Range 15E

Town of Watertown, Jefferson County, Wisconsin, on Parcel Number 032-0815-3442-000

Owner: ROBERT KNAACK TRUST
LORRAINE KNAACK TRUST
C/O BRANDON KNAACK
 Address: W3449 SAUCER DR.
WATERTOWN, WI 53094
 Phone: 920-342-7301

Surveyor: KW SURVEYING INC.
 Address: P.O. BOX 32
SULLIVAN, WI 53178
 Phone: 262-593-5800

Date Submitted: _____
 Revised: _____

- Rezoning
 - Allowed Division within Existing Zone
 - Farm Consolidation in an existing A-1 Zone
 - 35+ Acre Lot in A-1 Zone
 - Survey of Existing Parcel

Note to Be Placed on Final CSM

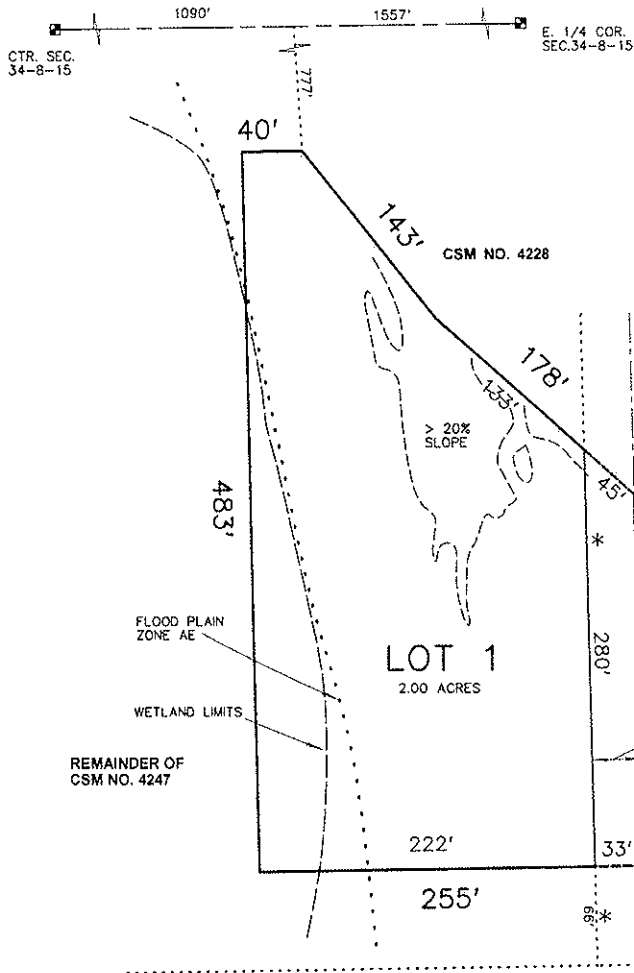
Petition # _____ Zoning _____
 Check for subsequent zoning changes with Jefferson County Zoning Department.

Intent and Description of Parcel to be Divided:
 REZONE TO A-3 TO CREATE PARCEL
 FOR RESIDENTIAL USE



In addition to the info required by Sec 236.34 of State Statutes, Sec. 15.04(f) of the Jefferson County Land Division/Subdivision Ordinance requires that the following be shown:

- Existing buildings, watercourses, drainage ditches and other features pertinent to the proper division.
- Location of access to a public road, approved by the agency having jurisdiction over the road.
- All lands reserved for future public acquisition.
- Date of the map.
- Graphic Scale.



* - INDICATES PROPOSED ACCESS LOCATION



County Surveyor Approval _____ Date: _____
 Town Board Approval _____ Date: _____
 (Includes Access Approval if Applicable)
 County Highway Approval _____ Date: _____
 (if Applicable)
 Extraterritorial Approval _____ Date: _____
 (if Applicable)
 Zoning Office Approval _____ Date: _____

101 Oakridge Court – OMC Condominium

Background:

Victor Soderstrom and Cary Gillingham are proposing to create a 2 unit condominium complex from an existing commercial property. The 2 units comprise the lower floor (Unit 2) and the upper floor (Unit 1).

Issues:

The following issues have been identified by the City of Watertown Zoning Administrator:

1. None

Options:

These are the following options, but not limited to, for the Plan Commission based on the information received by the City of Watertown Zoning Administrator:

4. Denial of the Condominium Complex
5. Approval of the Condominium Complex without conditions
6. Approval of the Condominium Complex with conditions, as identified by the Plan Commission

Document No.

**DECLARATION OF OMC
CONDOMINIUM, a Condominium**

Return to:

**Jonathan P. Longfield
NEUBERGER, GRIGGS, SWEET
& SMITH, LLP
136 Hospital Drive
Watertown, Wisconsin 53098**

291-0815-0311-015
Parcel Numbers

THIS DECLARATION OF OMC CONDOMINIUM (this "Declaration"), is made by Oakridge Medical Clinic, a Wisconsin general partnership (the "Declarant").

**ARTICLE 1
DECLARATION OF SMALL CONDOMINIUM**

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.2), 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 of the Wisconsin Statutes (the "Act"). More particularly, Declarant declares that the Property shall be a small condominium governed by Section 703.365 of the Act and that Sections 703.365(2)(b), (2)(c), (3)(a), (4)(c), (7), and (8) shall apply to the Condominium. All other sections and subsections of Section 703.365 of the Act shall not apply to the Condominium.

**ARTICLE 2
NAME AND DESCRIPTION OF PROPERTY**

The name of the condominium created by this Declaration is the "OMC Condominium" (the "Condominium"). The address of the Condominium is 101 Oakridge Court, Watertown, Wisconsin, 53094. The land comprising the Property (the "Land") is located in the City of Watertown, County of Jefferson, State of Wisconsin, and is legal described as described as follows:

Lot 8, "Oakridge Meadows" part of Outlot 58 in the Ninth Ward (formerly Eleventh Ward), City of Watertown, and being located in the NE 1/4 of the NE 1/4, in the NW 1/4 of the NE 1/4, and in the SE 1/4 of the NE 1/4, all in Section 3, Township 8 North, Range 15 East, City of Watertown, Jefferson County, Wisconsin.

ARTICLE 3 DESCRIPTION OF UNITS

3.1. Identification of Units. The Condominium shall initially consist of two (2) units (individually a "Unit" and collectively the "Units") located in the building (the "Building") identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article 4. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units A through C, inclusive, as indicated 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.

3.2. Boundaries of Units. The boundaries, which shall include the surface of each plane described below (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered), of each Unit shall be as follows:

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

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

3.2.3. 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.

3.3. 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 3.2:

3.3.1. Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

3.3.2. Interior lights and light fixtures.

3.3.3. Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

3.3.4. Outlets, switches, hardware, and other appurtenances serving telephone, cable, internet and other utilities.

3.3.5. 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.

3.3.6. 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 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 4 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1. 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:

4.1.1. The Land;

4.1.2. The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;

4.1.3. 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);

4.1.4. That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit; and

4.1.5. Any other portion of the improvements to the Land that is not part of a Unit as described above.

4.2. 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:

4.2.1. All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and

4.2.2. The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

4.3. Conflict Between Unit Boundaries and Common Element Boundaries. 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 a Building, or as a result of settling or shifting of a 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 this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements. Further, a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that any such encroachment or easement shall not materially impair any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements.

ARTICLE 5 PERCENTAGE INTERESTS AND VOTING

5.1. 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 50.0%.

5.2. 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.

5.3. Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article 7).

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

5.5. 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 a holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE 6 NO RIGHT TO EXPAND

There shall be no right to expand the Condominium and the maximum number of Units in the Condominium shall be two (2).

ARTICLE 7 CONDOMINIUM ASSOCIATION

7.1. General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "OMC Condominium Association, Inc." (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. The affairs of the Association shall be governed by a Board of Directors.

7.2. Maintenance and Repairs.

7.2.1. By Association. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements 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. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

7.2.2. 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), except to the extent any repair cost is paid by the Association’s insurance policy described in Section 9.1. 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 7.5.

7.2.3. 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.

7.3. 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 7.2, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.4. 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 Act.

7.5. 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 as set forth in Article 10; 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 7.2, 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 Act.

7.6. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund, 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.

7.7. 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 to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual 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 Act.

ARTICLE 8
ALTERATIONS AND USE RESTRICTIONS

8.1. Unit Alterations. 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.

8.2. Use and Restrictions on Use of Unit. Each Unit shall be used for medical office or general office purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use.

8.3. 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 9.1. 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.

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

8.4.1. 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

8.4.2. 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 thirty (30) 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.

8.5. Signs. Any sign of any kind may be displayed to the public view on any Unit without the written consent of the Association provided that (i) the Unit Owner is in full compliance with all

applicable ordinances relating to the same and (ii) it does not interfere with the use and enjoyment of any other Unit Owner's Unit.

ARTICLE INSURANCE

9.1. 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 10.

9.2. 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.

9.3. Standards for All Insurance Policies. All insurance policies provided under this Article shall be written by companies duly qualified to do business in the State of Wisconsin.

ARTICLE 10 RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.1. 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 as provided in this Article.

10.2. 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.

10.3. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Article 9 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. 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.

10.4. 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.

ARTICLE 11 AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least three-fourths (3/4ths) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit.

ARTICLE 12 REMEDIES

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 any governing body 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 and 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 (except for the collection of charges and assessments under Article 7), 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 (i) the date

of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association. 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, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, 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. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article 7. 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 13 GENERAL

13.1. 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, 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.

13.2. 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. 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.

13.3. 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. 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.

13.4. 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.

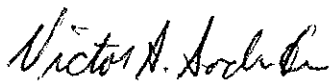
13.5. Resident Agent. The name and address of the resident agent under Section 703.23 of the Act is Victor S. Soderstrom, 101 Oakridge Court, Watertown, Wisconsin, 53094. The resident agent may be changed by the Association in any manner permitted by law.

13.6. 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.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this 9th day of December, 2016.

OAKRIDGE MEDICAL CLINIC,
a Wisconsin general partnership:

By:



Victor S. Soderstrom, Partner

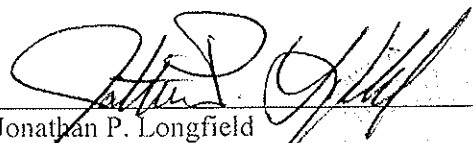
By:



Cary J. Gillingham, Partner

STATE OF WISCONSIN)
) ss.
COUNTY OF DODGE)

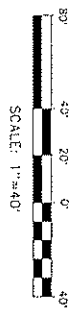
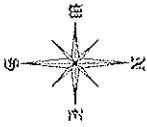
Personally came before me this 9th day of December, 2016, the above-named Victor S. Soderstrom and Cary J. Gillingham, being partners of Oakridge Medical Clinic, a Wisconsin general partnership, who acknowledged the foregoing document for the purposes recited therein.



Jonathan P. Longfield
Notary Public, State of Wisconsin
My Commission is permanent.

Drafted by:
Jonathan P. Longfield
NEUBERGER, GRIGGS, SWEET
& SMITH, LLP
136 Hospital Drive
Watertown, Wisconsin 53098
(920) 261-1630

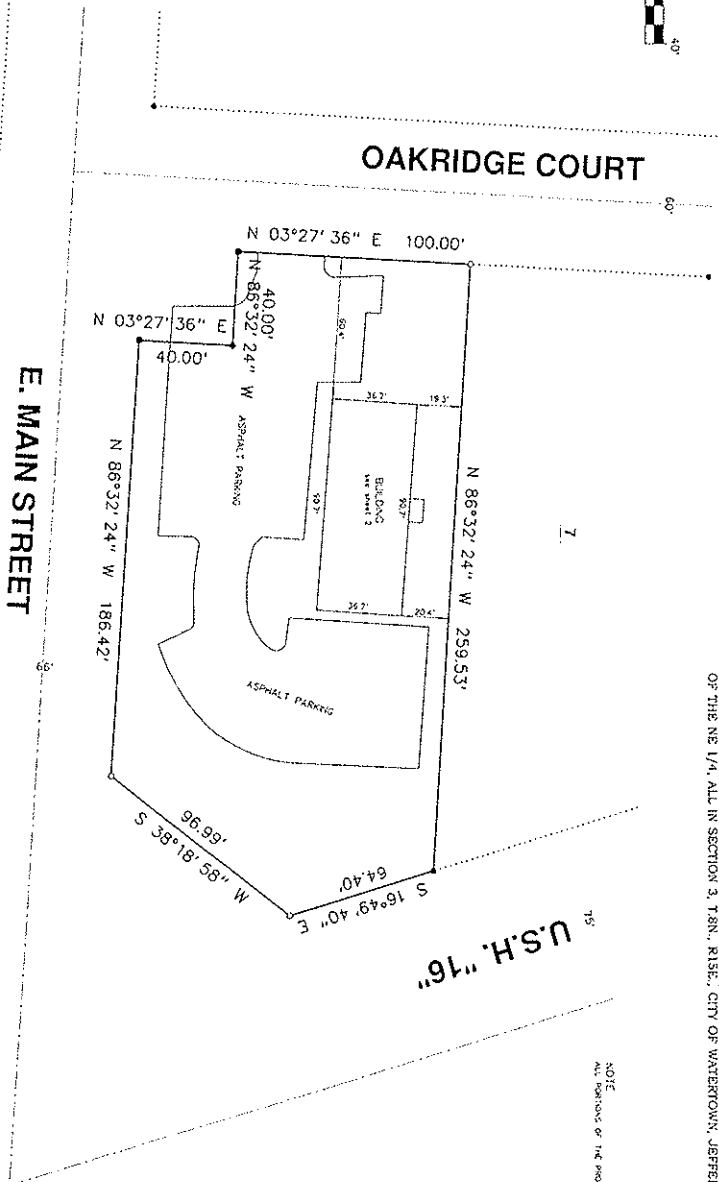
**EXHIBIT A
CONDOMINIUM PLAT**



OMC CONDOMINIUM
JEFFERSON COUNTY, WISCONSIN.

LEGAL DESCRIPTION:
 LOT 8, OAKRIDGE MEADOWS, PART OF OUTLOT 58 IN THE NINTH WARD (FORMERLY ELEVENTH WARD), CITY OF WATERLOO, AND BEING LOCATED IN THE NE 1/4 OF THE NE 1/4, IN THE NW 1/4 OF THE SE 1/4 AND IN THE SE 1/4 OF THE NE 1/4, ALL IN SECTION 3, T8N., R15E., CITY OF WATERLOO, JEFFERSON COUNTY, WISCONSIN.

NOTE:
 ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS.



- ♦ - INDICATES MAG. NAIL SET
- - INDICATES 2" IRON PIPE FOUND
- - INDICATES 1" IRON PIPE FOUND
- o - INDICATES 3.315" O.D. X 18" IRON PIPE SET WIDTHS: 188.185 FT.

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

SHEET 1 OF 2

JOB NO. 1747

DATED THIS 7TH DAY OF DECEMBER, 2015.

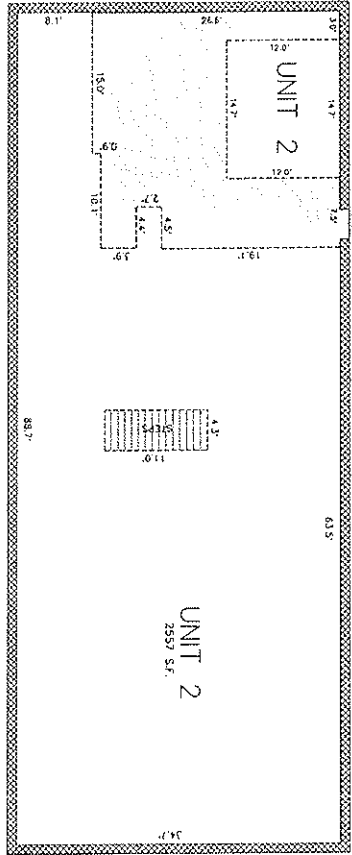
SURVEYOR'S CERTIFICATE

I, Kenneth J. Wilkerson, professor and surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the person or persons claiming to own the common elements and that the identification and location of each unit and the common elements can be determined from the plat.

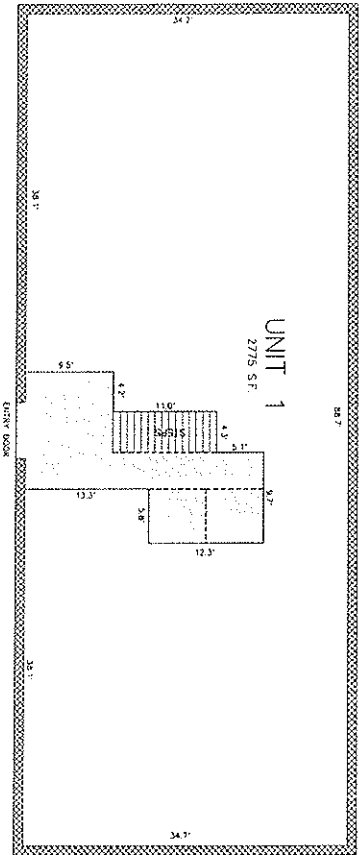


Kenneth J. Wilkerson
 Kenneth J. Wilkerson, P.S. S-1644

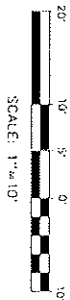
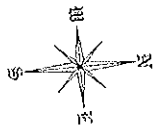
LOWER LEVEL



UPPER LEVEL



OMC CONDOMINIUM
JEFFERSON COUNTY, WISCONSIN



NOTE
-- INDICATES COMMON ELEMENTS WITHIN BUILDING LIMITS
ALL PORTIONS OF THE PROPERTY THAT ARE NOT UNITS ARE COMMON ELEMENTS

SHEET 2 OF 2

JOB NO. 1242

DATED THIS 7TH DAY OF DECEMBER, 2018

KW SURVEYING, INC.

725 PALATKA STREET
P.O. BOX 32
SULLIVAN, WI. 53178
(262)-593-5800



West Side Industrial Park Parcel

Background:

The City of Watertown is looking to rezone parcel PIN#: 291-0815-0624-002 from PI, Planned Industrial, to GI, General Industrial. The purpose of this rezoning is to allow flexibility in exterior construction material standards for new development.

Issues:

The following issues have been identified by the Zoning Administrator:

1. Planned Industrial vs General Industrial:

Planned Industrial	General Industrial
Uses by Right (no permit):	Uses by Right (no permit):
(a) Cultivation. (b) Selective cutting. (c) Passive outdoor public recreation. (d) Active outdoor public recreation. (e) Indoor institutional. (f) Public services and utilities. (g) Office. (h) Personal or professional services. (i) Indoor maintenance service. (j) Indoor storage or wholesaling. (k) Light industrial.	(a) Cultivation. (b) Selective cutting. (c) Passive outdoor public recreation. (d) Public services and utilities. (e) Office. (f) Indoor maintenance service. (g) Indoor storage or wholesaling. (h) Off-site parking lot. (i) Distribution center. (j) Light industrial.
Uses by Conditional Use (permit needed):	Uses by Conditional Use (permit needed):
(a) Clear-cutting. (b) Outdoor institutional. (c) Indoor institutional. (d) Indoor sales or service. (e) Indoor commercial entertainment. (f) Group day-care center (nine or more children). (g) Personal storage facility. (h) Airport/heliport. (i) Distribution center. (j) Communication tower. (k) Sexually oriented land use.	(a) Clear-cutting. (b) Group day-care center (nine or more children). (c) Vehicle repair and maintenance. (d) Outdoor storage or wholesaling. (e) Personal storage facility. (f) Airport/heliport. (g) Freight terminal. (h) Communication tower. (i) Sexually oriented land use.

2. Per Section 550-121C:

Standards for all residential, office, commercial districts, and the PI Zoning District.

(1) Except for exposed foundations not to exceed three feet in height from the adjacent grade, all non-single-family development located within the RH, CR-10ac, ER-1, SR-4, TR-6, MR-8, MR-10, SNR, NO, PO, NB, PB, GB, CB and PI Districts shall employ only

high-quality decorative exterior construction materials on the visible exterior of the following portions of all structures and buildings:

(a) Any portion of the building or structure visible from adjacent residentially zoned property;

(b) Any portion of the building or structure located within 50 feet of a public right-of-way; or

(c) Any other portion of the building or structure visible from a public street and/or situated at an angle of 60° or less from a line which is parallel to the nearest right-of-way (for uncurved rights-of-way) or from a line which is parallel to a chord connecting the right-of-way boundary on the inside side of the curve at points located at, or opposite from, the two outer boundaries of the subject property along the right-of-way line (for curved rights-of-way).

(2) The following exterior construction materials shall not be considered "high quality decorative": nondecorative concrete block or cinder block, nondecorative concrete foundation walls or panels, corrugated walls or panels, nondecorative plywood, asphaltic siding, or other nondecorative surfaces as determined by the Plan Commission.

3. No comments were made at the Public Hearing

Options:

These are the following options, but not limited to, for the Plan Commission based on the information received by the City of Watertown Zoning Administrator:

1. The Plan Commission can make a negative recommendation to the Zoning Change Ordinance.
 - a. The Ordinance would still go forward to the Common Council, but with the negative recommendation
2. The Plan Commission can make a positive recommendation to the Zoning Change Ordinance Amendment without changes.
 - a. The Ordinance would go forward to the Common Council, with a positive recommendation

COUNCIL PROCEEDINGS

Mayor John David called the regular meeting of the Common Council of the City of Watertown to order at 7:00 p.m. on Tuesday, December 20, 2016, in the Council Chambers at City Hall.

ROLL CALL

Roll call showed the following members present: Alderpersons McFarland, Smith, Berg, Larsen, Zgonc, Raether, Tietz, Maron and Romlein. (9) Absent: None. (0). Also present were Fire Chief Greg Michalek, Police Chief Tim Roets, City Engineer Jaynellen Holloway, City Attorney Will Gruber and City Clerk/Treasurer Cindy Rupprecht.

PLEDGE OF ALLEGIANCE

The Council recited the Pledge of Allegiance to the American flag.

MINUTES OF PRECEDING MEETING

Mayor David inquired if there were any additions or corrections to the minutes of the meeting held Monday, December 5, 2016. There being none, the minutes were approved as presented.

PUBLIC HEARING

Mayor David declared open the public hearing to rezone an unaddressed property, Parcel #28-291-0815-0624-002, from PI (Planned Industrial) to GI (General Industrial). There being no one present to make comments at this public hearing, Mayor David declared it closed at 7:02 p.m.

COMMITTEE REPORTS

FINANCE COMMITTEE, December 12, 2016. 1. Closed Session per Wis. Stat. §19.85(1)(e) to discuss land purchase. Motion was made and seconded to move into closed session, which carried on a roll call vote. **2. Reconvene to open session.** Motion was made and seconded to reconvene to open session, which passed unanimously. Item #9 was then moved up on the agenda. **9. Review & approve resolution for change from Community Development Authority (CDA) to Redevelopment Authority (RDA).** Mayor David explained some of the reasons behind this move. He is recommending that we dissolve the CDA and create a separate Housing Authority and a separate RDA. The Mayor will appoint a new RDA Board to oversee redevelopment, and in the immediate future, the formulation of the Revolving Loan Fund for downtown. After some discussion, motion was made and seconded to recommend this to the Common Council. A resolution will be presented. **3. Review & approve proposal for Unitrends Back-up Replacement System.** Our present back-up system has exceeded its useful life of over 5 years. Unitrends has a current promotion, which would allow the City to receive free equipment with the purchase of 3 years of maintenance at a cost of approximately \$27,600.00. Total savings on this project would be approximately \$40,000.00. Motion was made and seconded to recommend this, which will also require a budget amendment. Money for this will come from Street Lighting Account and will be transferred to the City Wide Network Account. The motion passed unanimously. A resolution will be presented. **4. Review & approve 2017 Payroll Resolution.** After discussion a motion was made and seconded to recommend the Payroll Resolution to the Common Council. Motion passed unanimously. **5. Review & approve raises for Paid-on-call – Fire Department.** This was addressed and approved as part of the Payroll Resolution. **6. Review & approve job description & approval of part-time clerk position in 2017 – Fire Department.** This position was included in the 2017 Budget and the Fire Chief is seeking permission to advertise. Motion was made and seconded to move forward with this position. Motion passed unanimously. **7. Discuss & approve disposing of old Engine #3 on Wisconsin Surplus, after new engine is accepted and in service.** Fire Chief Michalek explained the new engine would be arriving in approximately 1 week and would like to begin preparing old Engine #3 for disposal. It will take approximately 30 days to get the new engine up and running. Even though the old engine is 32 years old, Chief

AN ORDINANCE

TO AMEND CHAPTER 550,
OFFICIAL ZONING MAP OF THE CITY OF WATERTOWN

Sponsor: Mayor David
From: Plan Commission

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DO ORDAIN AS FOLLOWS:

SECTION 1. The following described property, City of Watertown, Jefferson County, Wisconsin is hereby altered and changed from a PI (Planned Industrial) zoning classification to a GI (General Industrial) zoning classifications as follows:

Lot 1, Certified Survey Map No. 5015, recorded in Volume 26 of Certified Survey Maps, Page 234, as Document Number 1212518, being a of the Southeast ¼ and the Northeast ¼ of the Northwest ¼, of Fractional Section 6, part of the Southwest ¼ and Northwest ¼ of the Northeast ¼ of Fractional Section 6, all in Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, Wisconsin. Excepting Lot 1, Certified Survey Map No. 5673, recorded in Volume 32 of Certified Survey Maps, Page 41, as Document Number 1363853, being a redivision of Lot 1 of Certified Survey Map Number 5015, located in the Fractional the Northeast ¼ and Southeast ¼ of the Northwest ¼, also the Fractional Northwest ¼ and Southwest ¼ of the Northeast ¼ of Section 6, all in Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, Wisconsin. (PIN: 291-0815-0624-002)

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	01/16/2017		02/07/2017	
READING:	1ST		2ND	
	YES	NO	YES	NO
MCFARLAND				
SMITH				
BERG				
LARSEN				
ZGONC				
RAETHER				
TIETZ				
MARON				
ROMLEIN				
MAYOR DAVID				
TOTAL				

ADOPTED _____

CITY CLERK/TREASURER

APPROVED _____

MAYOR

Plan Commission Minutes
Monday, November 28, 2016

The Plan Commission met on the above date at 4:30pm in Council Chambers of Municipal Building with the following members present: John David, Ken Berg, Augie Tietz, Rick Tortomasi, Jaynellen Holloway, along w/ Zoning Administrator Jacob Maas and Staff Engineer Andrew Beyer.

1: Initial review of rezoning West Side Industrial Park Parcel: Mayor David asked Jacob Maas to provide a summary of rationale for rezoning a land parcel within the Industrial Park from Planned Industrial to General Industrial. He stated that a big reason for this rezoning would be to allow more flexibility regarding outside construction material standards for new construction. Under Planned Industrial zoning, high quality decorative exterior materials are the standard, whereas with General Industrial that requirement is not in effect. This will give more options for new development within our Industrial Park, which the City will benefit from. To do so, Jacob said that we need to send this proposed rezoning request by the City to a Public Hearing in front of the Council on December 20th, 2016. Augie Tietz moved to recommend the rezoning of Parcel 291-0815-0624-002 from PI to GI with a Public Hearing to be scheduled for December 20th, 2016 in front of the Council, seconded by Jaynellen Holloway and approved unanimously.

2:Plan Commission Minutes—November 14th, 2016: Motion was made by Rick Tortomasi to approve Plan Commission minutes for November 14th, 2016 as written, seconded by John David and approved unanimously.

There being no further business to come before the Commission, a motion to adjourn at 4:40pm was made by Augie Tietz and seconded by Jaynellen Holloway. So ordered.

Respectfully Submitted, Ken Berg Alderperson