<u>CITY OF SPARTA</u> COMMON COUNCIL AGENDA February 14, 2024

CITY HALL

<u>6:00 P.M.</u>

CALL MEETING TO ORDER ROLL CALL PLEDGE BY ALDERMAN MATTHEW HOFFLAND APPROVAL OF AGENDA CONSENT AGENDA: Minutes of the Regular Meeting on January 10, 2024

ORDINANCES

Ordinance Pertaining to Issuing Citations for Accidental Discharge into Sewer System

RESOLUTIONS

Resolution Authorizing Golf Course Concessionaire Contract with BBG Enterprises, LLC

Resolution Approving Contract to Transfer Beverage Carts to BBG Enterprises, LLC

Resolution Approving Certified Survey Map (Blue Northern Holdings, LLC)

Resolution Approving Certified Survey Map (Nicholas Andros)

Resolution Approving Amendment to Lease Agreement with Sparta Youth Hockey Association

OTHER BUSINESS

Consideration of "Class B" Liquor / Class "B" Beer License and Cigarette License for <u>Shifty's Shack 2, LLC</u> dba <u>Shifty's Shack</u> Located at 110 E Oak Street

Consideration of Library Plaque

Consideration of South Pointe Phase Three Design

Consideration of ARA Funds Project List

CITY ADMINISTRATOR REPORT

ITEMS FOR FUTURE CONSIDERATION

ADJOURN

Posted: 02/12/2024

<u>CITY OF SPARTA</u> COMMON COUNCIL MINUTES January 10, 2024

PRESENT: Robert Arnold, Kevin Brueggeman, Jim Church, Troy Harris, Bruce Humphrey, Matthew Hoffland, Josh Lydon, David Kuderer, Mayor Riley **ABSENT**:

ALSO PRESENT: Mark Sund, Todd Fahning, Dan Hellman, Michelle Tryggestad, Emilee Nottestad, Booker Ferguson, Officer Josh Turner, Myranda Antony, Officer Brandon Obluck, Claire Craig, Detective Tyrel Brey, Morgan Brey and children, Sergeant Brock Mrdjenovich, Lieutenant Jose Tovar, Monique Tovar, Lieutenant Jenna Lee and family, Jayme Bahl

Mayor Riley called the meeting to order at 6:00 p.m. Roll Call was done by the City Clerk. The Pledge of Allegiance was led by Troy Harris.

A motion was made by Jim Church and seconded by Matthew Hoffland to approve this agenda. Motion carried 8-0.

A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve the consent agenda consisting of the minutes of the meeting on December 13, 2023; and monthly bills for December. Motion carried 8-0.

Mayor Kevin Riley presented Deputy Chief Booker Ferguson a service award for 20 years of service to the Sparta Police Department.

Josh Turner was sworn in as Officer by the City Clerk. Josh's girlfriend, Myranda Antony pinned his badge.

Brandon Obluck was sworn in as Officer by the City Clerk. Brandon's fiancé, Claire Craig pinned his badge.

Tyrel Brey was sworn in as Detective by the City Clerk. Tyrel's wife, Morgan Brey pinned his badge.

Jose Tovar was sworn in as Lieutenant by the City Clerk. Jose's wife, Monique Tovar pinned his badge.

Jenna Lee was sworn in as Lieutenant by the City Clerk. Jenna's daughter, Britton Lee, pinned her badge with help from Dekker, Turner, and Baylor Lee.

A motion was made by Josh Lydon and seconded by Matthew Hoffland to approve the "Class A" Liquor / Class "A" Beer License for the remaining 2023-2024 term for <u>ALDI, INC. (Wisconsin)</u> dba <u>ADLI #82</u> located at 1650 W Wisconsin Street. Motion carried 8-0. Todd Fahning presented the City Administrator's report. He added the development of Phase III of the South Pointe Business Park will be brought Public Works, Planning Commission, and Finance in February.

Matthew Hoffland asked about the status of TDS and if they were completed or if they have just paused for the winter months. Todd stated he knows they will need to complete some areas and fix all punch list items prior to completion. He added Bright Speed is now working within the city.

There were no items for future consideration.

A motion was made by Josh Lydon and seconded by Kevin Brueggeman to adjourn at 6:17 p.m. Motion carried 8-0.

Respectfully submitted, Jennifer Lydon City Clerk

ORDINANCE NO. 1021 ORDINANCE PERTAINING TO ISSUING CITATIONS FOR ACCIDENTAL DISCHARGE INTO SEWER SYSTEM

THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, DO ORDAIN AS FOLLOWS:

Section 1. Sec. 15-8(b) of the Code of City Ordinances is hereby amended to change the time for issuing a citation from 15 days to 60 days and reads as follows:

Sec. 15-8. – Violations and penalties.

(b)Accidental discharge. Any person found to be responsible for accidentally allowing a prohibited discharge or a discharge in excess of the limitations and restrictions as defined in section 15-2(d) to the sewer system which causes damage to the treatment facility or receiving body of water shall, in addition to a fine, pay the amount to cover damage, both values to be established by the approving authority. Any accidental wastewater discharges which violate section 15-2(d) shall be reported immediately upon discharge. The city shall address any potential fines within 60 days after the end of the month in which the violation is reported or detected, whichever is later

Section 2. This ordinance amendment shall be in full force and effect following its passage and publication as provided b by law.

Dated this 14th day of February, 2024.

OFFERED BY:

Alderman Kevin Brueggeman

PASSED this 14th day of February, 2024.

Jennifer Lydon, City Clerk

APPROVED BY:

Kevin Riley, Mayor

RESOLUTION AUTHORIZNG GOLF COURSE CONCESSIONAIRE CONTRACT WITH BBG ENTERPRISES, LLC

WHEREAS, the Park Board has approved and recommends to the City Council the attached Golf Course Concessionaire Contract with BBG Enterprises, LLC dba The Greens located at 1210 E Montgomery Street, Sparta.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the attached Golf Course Concessionaire Contract with BBG Enterprises, LLC is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute on behalf of the City all documents and perform any other acts necessary or desirable to conclude the transaction and the attached contract with BBG Enterprises, LLC.

Dated this 14th day of February, 2024.

OFFERED BY:

Alderman Jim Church

APPROVED BY:

Kevin Riley, Mayor

Golf Course Concessionaire Agreement

This agreement is made and entered into this ____ day of _____, 2024, between the City of Sparta, a Wisconsin Municipal Corporation, hereinafter "City", and _____ hereinafter "Concessionaire" Said agreement is to take effect March 1, 2024 and run through the last day of February, 2027.

Whereas, City is engaged in the operation and maintenance of a certain public facility known as the River Run Sparta Golf Course, and whereas, Concessionaire desires to obtain from the City of Sparta the right to operate a concession for sale of food and beverages at the River Run Sparta Golf Course in accordance with rules and policies established by the Park Board, Parks and Recreation Director, Golf Pro/Proshop Manager and City of Sparta, and

Now therefore in consideration of the premises and of the mutual agreement hereinafter contained, said parties and each of them agree as follows:

- 1. <u>Premises</u>: This agreement covers the golf course clubhouse consisting of a kitchen, lounge, restrooms, storage rooms, bar and all approaches and porches, affixed thereto, situated at the River Run Sparta Golf Course in the City of Sparta, Monroe County, Wisconsin. Excluding the pro shop, locker rooms, downstairs bathrooms and golf cart storage sheds. Any tents or outside parties, special events, weddings, will need to be scheduled with Golf Pro and approved by Parks and Recreation Director.
- 2. <u>Use of Premises</u>: The Concessionaire shall have the right to operate all concessions within the clubhouse and immediate area. Such concessions include rights to food and beverage sales.
- 3. <u>Rents</u>: In consideration of the right to operate all concessions within the clubhouse and immediate area, Concessionaire shall pay to the City the sum of \$36,000.00 over the life of the three-year contract. Monthly payments of \$1,000.00 will be made for the life of the contract. The first payment is due March 1, 2024. Concessionaire shall not assign this lease or sublet the leased premises without the prior written consent of the City. Rent will be due to the City of Sparta at 201 W. Oak Street on the first day of every month during the duration of the contract. A 10% fee will be added to any late payment.
- 4. <u>Improvements</u>: The City shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the premises without the prior written authorization of the Parks and Recreation Director or his/her designee. Any normal damage from regular use will be repaired by the City of Sparta. Any cost of plumbing or repairs required in the bathrooms will be shared equally between the Concessionaire and the City in the event of damage done by a patron or vandalism to the facility. Written authorization will not be unreasonably withheld.

- 5. <u>Utilities</u>: The Concessionaire will be responsible for 75% of the utilities including water/sewer, electric, and gas from November 16 (or closing date) through April 14 (or opening date) and the City responsible for 25% of said utilities. During the summer months of April 15 (or opening date) through November 15 (or closing date) utilities will be split 50/50 between the concessionaire and the City.
- 6. <u>Term</u>: The initial term of this agreement shall be in effect for 3 years from March 1, 2024 to the last day of February, 2027. In the event the Concessionaire breaches this contract by failing to substantially perform any of the covenants and agreements herein contained, or willfully or maliciously does injury to the premises, or files a petition in bankruptcy, or has an involuntary petition in bankruptcy filed against him/her, or makes an assignment for the benefit of creditors, or commits such acts or omissions which result in revocation of either a retail liquor or fermented malt beverage license, the City shall have the right at any time to declare this agreement void and the terms herein contained terminated and City may reenter the premises and expel the Concessionaire.
- 7. <u>Operation</u>: The golf season is herein defined as Commencing on April 15 each year and terminating November 15 of each year, weather permitting. During the golf season, the Concessionaire shall keep the premises open for business seven days a week according to the minimum schedule of hours as established by the Parks and Recreation Director and/or Golf Pro/Proshop Manager, but will not be less than 11am to until all rental carts have been returned. Hours of operation are to be posted within the Clubhouse and visible from outside the building. Between November 16 and the following April 14, Concessionaire may have the premises open for business at his/her discretion, observing the laws pertaining to open hours.

The Concessionaire agrees to employ sufficient personnel as necessary and to have a bartender on duty at all times that the premises are open for such business.

Concessionaire's employees shall not be deemed employees of the City for any purpose and shall at all times be recognized as the Concessionaire's employees and work under Concessionaire's control and supervision. The Concessionaire's employees shall not acquire any rights or benefits provided for employees of the City.

The Concessionaire and their personnel are required to adhere to all federal, state and local laws that apply to the provisions of the services under this Contract, as well as those laws that regulate the general public.

8. Care of Premises: The Park Board and the Parks and Recreation Director and/or Golf Pro/Proshop Manager shall be responsible for supervising the playability of the golf course and will inform the Concessionaire as to any restriction thereon. The Concessionaire shall be responsible for the care of the clubhouse building and all equipment used by him/her belonging to the City and the Concessionaire agrees to at all times keep the clubhouse building premises neat, clean, and orderly. Janitorial work and minor maintenance items shall be done by the Concessionaire, or employees, at the end of every shift. This includes washing windows (interior and exterior), sweeping floors and vacuuming carpeted areas at a minimum of one time per day, and thoroughly cleaning toilet areas once daily. Concessionaire shall keep clean the basement restroom facilities during the months River Run Sparta is closed. The Concessionaire shall keep kitchen floors, appliances and all other kitchen items clean and disinfected at all times. Concessionaire shall clean bar and eating area on a daily basis including but not limited to sweeping floors and keeping areas free of garbage and debris. The bar, dining room, tables, floors, chairs, restrooms and all other equipment shall be cleaned each night upon closing or before 7:00am the following morning.

Concessionaire shall clean ramp going into the basement, and clean outside entrance area of cans, bottles, and other litter accumulating each day. All garbage shall be removed and placed in the dumpster each night. No garbage, kitchen waste, oil, grease, cardboard boxes, bottles, cans shall be placed outside behind the fenced in area at any time. ALL garbage and waste will be removed from the building and placed in the dumpsters at the close of every night. Cigarette waste shall be placed in an appropriate container and shall not be visible.

Concessionaire will be responsible for cleaning the grease traps at least once per year. Concessionaire will be responsible for the semi- annual professional cleaning of the exhaust hood, duct, filters and fan and will provide proof to the City that such cleaning has been performed. River Run Sparta Golf Course will be responsible for annual inspection of exhaust hood, duct, filters and fan.

Concessionaire shall secure outside umbrellas on a nightly basis (umbrellas should be removed from tables upon notification of pending storm, high winds, etc...). Concessionaire shall provide all cleaning supplies and plastic bags, and the City will provide paper products for the restroom facilities. The City shall be responsible for cleaning the pro shop and the locker rooms. The City shall furnish appropriate garbage and trash receptacles and garbage pickup of twice per week. The City shall give 24-hour notice to view and inspect the entire facility, carry on official functions, make repairs and alterations to the building and such other facilities for the preservation, maintenance and improvement of the building and its facilities. The Parks and Recreation Director and/or Golf Pro/Proshop Manager shall attempt to

notify the Concessionaire prior to having maintenance workers on the premises.

If at any time during the course of this agreement, the City determines that the facilities have not been cleaned in a satisfactory manner in compliance with this contract, the City may hire a cleaning service to clean the facilities and Concessionaire will be responsible for timely payment of the cleaning services.

The Concessionaire shall be responsible for the cleaning of the facility at contract's end. The premises should be in as good of condition at the end of the contract as they were at the beginning. A security deposit of \$1000 shall be held to cover any cleaning required by the City after the Concessionaire vacates the premises.

9. <u>General Service Provided by Concessionaire</u>: Concessionaire agrees that he/she will maintain Club House premises in a manner consistent with, or demanded by, all Health Department and Pure Food Examiners, and also that the premises will at all times be kept open for the proper inspection by duly authorized representatives of the City of Sparta or any other agency having jurisdiction thereto. The Concessionaire agrees that the facility will be operated smoke-free. The use of loud or profane language, boisterous or lewd conduct will be strictly prohibited for both the public using the premises or the Concessionaire or his/her employees. Concessionaire agrees not to allow any person to live or sleep on the premises without the permission of the Parks and Recreation Director and/or Golf Pro/Proshop Manager.

Concessionaire agrees to comply with all laws and ordinances which are now in effect or which may later be put into effect to govern conduct of a business such as now maintained or comes within the purview of this agreement. Concessionaire agrees to hire competent persons to be in attendance on the premises used by him/her and at no time will there be less than one person constantly in charge of said premises.

Concessionaire agrees that he/she will not allow disorderly persons to loiter about the premises used by him/her. However, Concessionaire shall operate the concessions and keep open the clubhouse to the general public for the usual purposes of the golf clubhouse and not deny access to members of the general public.

Concessionaire shall not cause or permit to be caused any alteration or changes in any manner to the clubhouse premises without the prior permission of the Park Board; The City has the right to make such changes to the clubhouse premises as it deems necessary, but City agrees to notify Concessionaire as to any proposed changes and shall discuss with the Concessionaire the probable effects of such change on the operation of the clubhouse and related facilities.

- 10. <u>Food Services</u>: Concessionaire agrees to provide food and beverage services to the public. The Concessionaire will be expected to maintain one beverage cart on the course Tuesdays, Wednesday, Thursday and Saturdays. Beverage cart on the course will be adjusted based upon weather and number of golfers. This will be coordinated with the Golf Pro or Proshop staff. Beverage carts will be required on other dates as directed by the Parks and Recreation Director or Golf Pro. Two (2) beverage carts will operate during all scheduled tournaments. Cart operator shall hold a valid driver's license, must be at least 18 years of age and able to legally sell alcoholic beverages. Concession areas may be set up on the course only on special occasions (tournaments and sponsored outings). The cost of fuel to operate said beverage carts will continue to be the responsibility of the concessionaire.
- 11. <u>Signage</u>: All advertising signage on the premises shall be subject to review and approval by the Park Board. Temporary signage for special events may be approved by Parks and Recreation Director and/or Golf Pro/Proshop Manager.

Concessionaire shall not be allowed to and shall not permit any person or organization or corporation to affix or display in any manner a commercial sign without prior written approval of the Park Board, except those signs as required by law. Signs shall be professional looking and not hand-written signs.

- 12. <u>Covenants of the City</u>: The City shall be responsible and pay for the agreed upon percentage for water service to the clubhouse premises, heat/cooling, and electricity. Garbage collection and property insurance upon the premises will be the responsibility of and paid for by the City.
 - A. Equipment: The City provides the following equipment in "as is" condition for use by the Concessionaire:
 - 1. Bar/Dining Room
 - a. Economate food warmer/Salad Bar
 - b. Economate salad bar
 - c. Two (2) true soda coolers (2 doors) (vender owned)
 - d. True small soda cooler (1 door) (vender owned)
 - e. Two (2) coolers behind the bar
 - f. Four (4) sinks behind the bar
 - g. MAXX Ice 30" (2023)
 - h. Intertek 53" Two door cooler (2019)
 - 2. Kitchen Area
 - a. Cooking Performance Group S60-G48-N Natural Gas 2 Burner 60" Range with 48" Griddle and 2 Standard Ovens - 200,000 BTU Southbend Stove Top – New March 2022
 - b. Henny Penny Chicken Broiler/Fryer
 - c. AF 35/50 American Range Deep Fryer New 2021

- d. Avantco Chef Series CAG36RC 36" Gas Countertop Radiant Charbroiler - 90,000 BTU – New March 2022
- e. MoTak MST-48 46 7/8" Sandwich/Salad Prep Table w/ Refrigerated Base, 115v – New March 2022
- f. Two (2) walk in coolers, currently one for beer the other for food
- g. 2 door True Freezer
- h. 1 door True Freezer
- i. Two (2) Blodgett Ovens
- j. Misc. Pots and Pans
- k. Kitchen Utensils
- 3. Basement
 - a. 21 CF Stand Up Freezer New March 2022
 - b. 1 door Kenmore Frostless Freezer
 - c. Frigidaire Chest Freezer
 - d. Walk in Cooler
- 4. Outside Deck
 - a. Patio tables, chairs and umbrellas
 - b. Picnic Tables

It will be the Concessionaire's responsibility to repair and maintain and replace the equipment and supplies listed above. If the Concessionaire must purchase new equipment, the new equipment belongs to the Concessionaire unless the City agrees to purchase the new equipment from the Concessionaire. The City and Concessionaire shall cause an annual inventory to be taken of all items owned by the City in the clubhouse premises. The Concessionaire shall replace any lost or damaged items of inventory.

The City shall be responsible for all major repairs to the clubhouse premises. The City shall be responsible for all building mechanicals including HVAC, electrical, and plumbing including built in coolers and refrigerators. The City shall snow plow the parking lot area. The City shall be responsible for all lawn maintenance.

13. <u>Covenants of the Concessionaire</u>: The Concessionaire shall be responsible and pay for telephone, internet and television services to the clubhouse for their use.

Concessionaire shall furnish any additional equipment needed to operate their business that is not provided by the City on the inventory report. Dishwasher, juke box, televisions and miscellaneous kitchen items are the responsibility and option of the Concessionaire.

Concessionaire shall be responsible for the removal of snow from the sidewalks and approaches to the clubhouse and the sanding and salting of said sidewalks.

- 14. <u>Insurance</u>: Concessionaire shall maintain at his/her own expense the following coverage:
 - A. Worker's Compensation covering the statutory liability of the Concessionaire in the operation of the golf course clubhouse.
 - B. General liability coverage including personal injury and contractual liability with limits of at least \$300,000 for each occurrence and \$300,000 in aggregate naming the City of Sparta and Concessionaire as insured under Concessionaire policy.

Concessionaire shall indemnify and save harmless the City from any and all losses, costs (including attorneys fees), damages, expenses and liability (including statutory liability and liability under Workers Compensation laws) in connection with claims for damages as a result of injury or death of any persons or property damage to any property sustained by Concessionaire, his agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from an in any manner grow out of the act or neglect on or about the clubhouse premises by Concessionaire, his agents, employees, customers, invitees, contractors, subcontractors and all other persons.

The City shall indemnify and hold harmless Concessionaire from and against any and all losses, costs (including attorney's fees), damages, expenses and liability in connection with any claims for damages as a result of the City's access to and use of the clubhouse premises as are covered and affected by this contract.

- 15. <u>Taxes</u>: Concessionaire agrees to pay all taxes that may be levied against him/her, including personal property in connection with operation of the clubhouse premises.
- 16. <u>Liquor License and Fermented Malt Beverage License</u>: Concessionaire shall comply with all laws of the State of Wisconsin and fermented malt beverages and shall suffer no act or omission to jeopardize the issuance or continued issuance of liquor and fermented malt beverage licenses. The Concessionaire shall also be required to obtain restaurant license, bartender's license, food service license, and any other license or schooling deemed necessary by the State of Wisconsin.
- 17. <u>Surrender of Premises</u>: Concessionaire agrees and covenants that at the termination of this agreement he will quietly and promptly yield and surrender the premises to the City in as good condition of repairs as when entered by him/her, reasonable wear and tear and damage by the elements alone excepted. Concessionaire shall surrender their liquor license at the termination of the lease.

In Witness Whereof, the parties have hereunto set their hands and seals this ______ day of ______, 2024.

IN THE PRESENCE OF:

CITY OF SPARTA

Witness

By: _____ (SEAL) Kevin Riley Mayor

By: _____ (SEAL) Jennifer Lydon, City Clerk

CONCESSIONAIRE

Witness

By: _____ (SEAL) , Concessionaire

By: _____ (SEAL) , Concessionaire

Witness

RESOLUTION APPROVING CONTRACT TO TRANSFER BEVERAGE CARTS TO BBG ENTERPRISES, LLC

WHEREAS, the Finance Committee has approved a contract with BBG Enterprises, LLC to transfer ownership of City's beverage carts to BBG Enterprises, LLC and that said contract is attached hereto, and

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the attached contract with BBG Enterprises, LLC to take ownership of said beverage carts is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents and perform any other acts necessary or desirable to conclude the transaction and the proposal which is hereby accepted.

Dated this 14th day of February, 2024.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

AGREEMENT

This agreement is between the City of Sparta, a municipal corporation, and BBG Enterprises, LLC, dba as "The Greens". The City of Sparta agrees to transfer ownership of the two beverage carts it currently owns for services at the River Run Golf Course to BBG Enterprises, LLC.

The beverage carts in question will be given to BBG Enterprises, LLC as is. BBG Enterprises, LLC agrees to take ownership of said carts, and any future costs associated with said beverage carts will be the responsibility of BBG Enterprises, LLC. Examples of future costs are, but not limited to, insurance, repairs, maintenance, and fuel expenses. Upon both parties signing this agreement, the City of Sparta will sign over ownership of the beverage carts to BBG Enterprises, LLC.

Dated this _____ day of February, 2024

City of Sparta

BBG Enterprises, LLC

Kevin Riley, Mayor

Sadie Brooks

Jennifer Lydon, City Clerk

Georgianna Rehfuss



Bicycling Capital of America

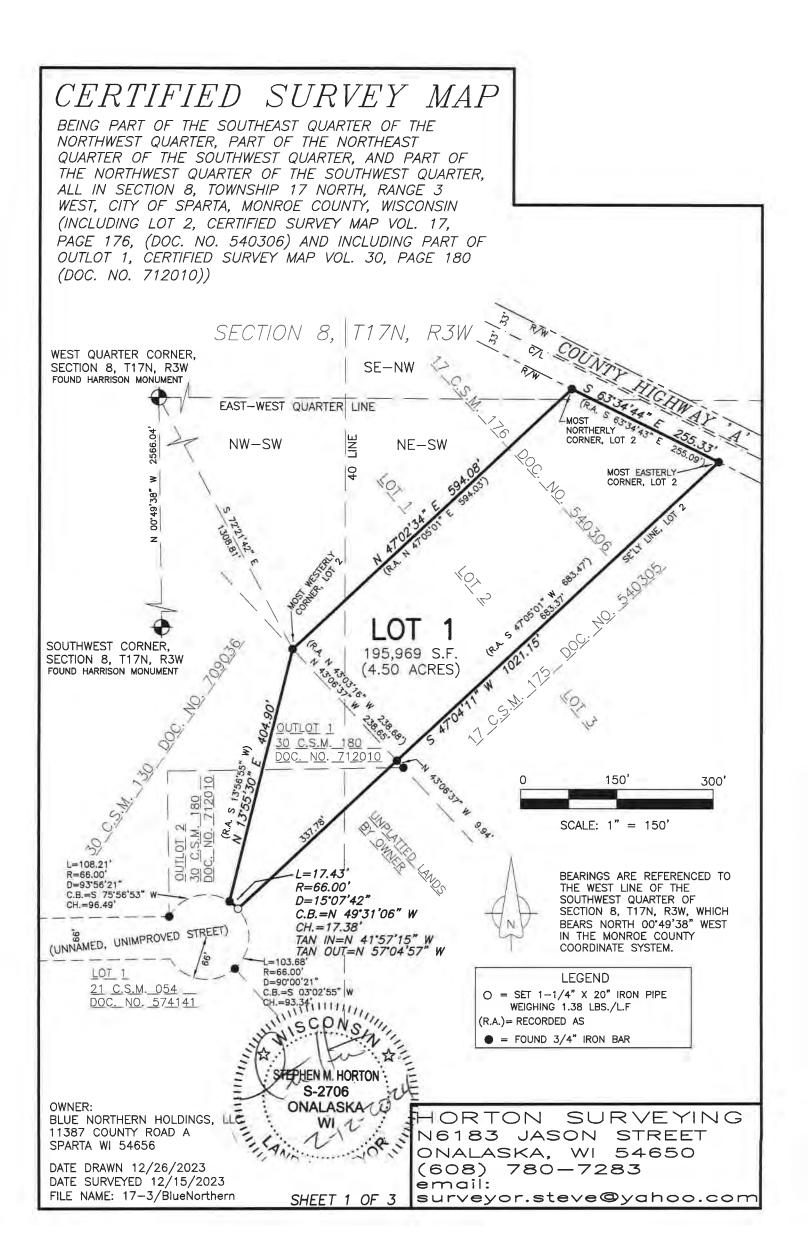
PLAN COMMISSION APPLICATION FORM

Date:	1-2-2024					
Name/Company:	STEVE HORTON/HORTON SURVEYING					
Address:	N6183 JASON ST					
	ONALASKA WI 546	50				
Phone:	(608) 780-7283 si	urveyor.steve@ya	ahoo.com			
Purpose:	Certified Survey Ma	p Approval	······································			
	To expand storage u	unit parcel at 113	91 County Highway A			
Meeting Date:	February 7, 2024	_				
Fee:	\$ 50.00					
Fee Schedule:						
Conditional Use Permit:		\$75.00				
Zoning Variance:		\$250.00				
Request for Zoning Change		\$75.00				
Development Review (business)		\$75,00				
Subdivision Plat Review		\$150.00	Mail To:			
PUD Review		\$150.00	Building & Zoning Office			
Lot Division/CSM Approval		\$50.00	201 W Oak Street			
Grading/Fillling/Stormwater		\$50.00	Sparta, WI 54656			
ET Zoning Permit Residential		\$50.00				
ET Zoning permit Accessory		\$25.00	PH: (608) 269-4340			
ET Zoning Pern	nit Business,					
Industrial, Manufacturing		\$75.00				

Note: All items for Plan Commission must be received five working days prior to the scheduled meeting (the first Wednesday of the first full week every month.) All fees are due at the time of application and are nonrefundable.

All site and building plans must be submitted no larger than 11" x 17".





CERTIFIED SURVEY MAP

BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 8, TOWNSHIP 17 NORTH, RANGE 3 WEST, CITY OF SPARTA, MONROE COUNTY, WISCONSIN (INCLUDING LOT 2, CERTIFIED SURVEY MAP VOL. 17, PAGE 176, (DOC. NO. 540306) AND INCLUDING PART OF OUTLOT 1, CERTIFIED SURVEY MAP VOL. 30, PAGE 180 (DOC. NO. 712010))

SURVEYOR'S CERTIFICATE

I, Stephen M. Horton, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped part of the Southeast Quarter of the Northwest Quarter, part of the Northeast Quarter of the Southwest Quarter, and part of the Northwest Quarter of the Southwest Quarter, including Lot 2, Certified Survey Map Vol. 17, Page 176, (Doc. No. 540306) and including part of Outlot 1, Certified Survey Map Vol. 30, Page 180 (Doc. No. 712010), all in Section 8, Township 17 North, Range 3 West, City of Sparta, Monroe County, Wisconsin, described as follows:

Commencing at the southwest corner of said Section 8; thence North 00 degrees 49 minutes 38 seconds West, 2566.04 feet to the west quarter corner of said Section 8; thence South 72 degrees 21 minutes 42 seconds East, 1308.81 feet to the most westerly corner of said Lot 2 and the point of beginning of the parcel to be described; thence North 47 degrees 02 minutes 34 seconds East, 594.08 feet to the most northerly corner of said Lot 2; thence South 63 degrees 34 minutes 44 seconds East, 255.33 feet to the most easterly corner of said Lot 2; thence South 47 degrees 04 minutes 11 seconds West, along the southeasterly line of said Lot 2 and its southwesterly extension, 1021.15 feet to a point on a cul-de-sac of a street; thence northwesterly along said cul-de-sac and along a curve to the left with an arc length of 17.43 feet, with a radius of 66.00 feet, with a chord bearing of North 49 degrees 31 minutes 06 seconds West, with a chord length of 17.38 feet to the southeast corner of Outlot 2 of said Certified Survey Map Vol. 30, Page 180; thence North 13 degrees 55 minutes 30 seconds East, 404.90 feet to the point of beginning.

Containing 4.50 acres, more or less.

of Andy Pritchard. That such survey and division by the direction representation of all of the exterior boundaries of the land STEPHEN M. HORTO complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and with the provisions of Chapter 35 of the Monroe County Code of Ordinances in surveying, dividing and mapping said land. THE AND SURVE

SHEET 2 OF 3

HORTON

(608)

email:

ONALASKA, WI

N6183 JASON STREET

780-7283

surveyor.steve@yahoo.com

S-2706 ONALASKA WI

SURVEYING

54650

2-12-2024 th Stephen M. Horton, P.L.S. 2706

OWNER: BLUE NORTHERN HOLDINGS, LLC 11387 COUNTY ROAD A SPARTA WI 54656

DATE DRAWN 12/26/2023 DATE SURVEYED 12/15/2023 FILE NAME: 17-3/BlueNorthern

CERTIFIED SURVEY	MAP
BEING PART OF THE SOUTHEAST QUARTER OF NORTHWEST QUARTER, PART OF THE NORTHEAS QUARTER OF THE SOUTHWEST QUARTER, AND F THE NORTHWEST QUARTER OF THE SOUTHWEST ALL IN SECTION 8, TOWNSHIP 17 NORTH, RANG WEST, CITY OF SPARTA, MONROE COUNTY, WISG (INCLUDING LOT 2, CERTIFIED SURVEY MAP VOL PAGE 176, (DOC. NO. 540306) AND INCLUDING OUTLOT 1, CERTIFIED SURVEY MAP VOL. 30, P. (DOC. NO. 712010))	ST PART OF QUARTER, GE 3 CONSIN L. 17, G PART OF
COMMON COUNCIL RESOLUTION Resolved that the Certified Survey Map shown with Council of the City of Sparta.	hin is hereby approved by the Common
Kevin Riley, Mayor Date	
I hereby certify that the foregoing is a copy of a res City of Sparta. Jennifer Lydon, City Clerk Date	solution adopted by the Common Council of the
	STEPHENM HORTON S-2706 ONALASKA
	SURVEY
OWNER: BLUE NORTHERN HOLDINGS, LLC 11387 COUNTY ROAD A SPARTA WI 54656	HORTON SURVEYING N6183 JASON STREET ONALASKA, WI 54650
DATE DRAWN 12/26/2023 DATE SURVEYED 12/15/2023 FILE NAME: 17–3/BlueNorthern SHEET 3 OF 3	(608) 780-7283 email:



Bicycling Capital of America

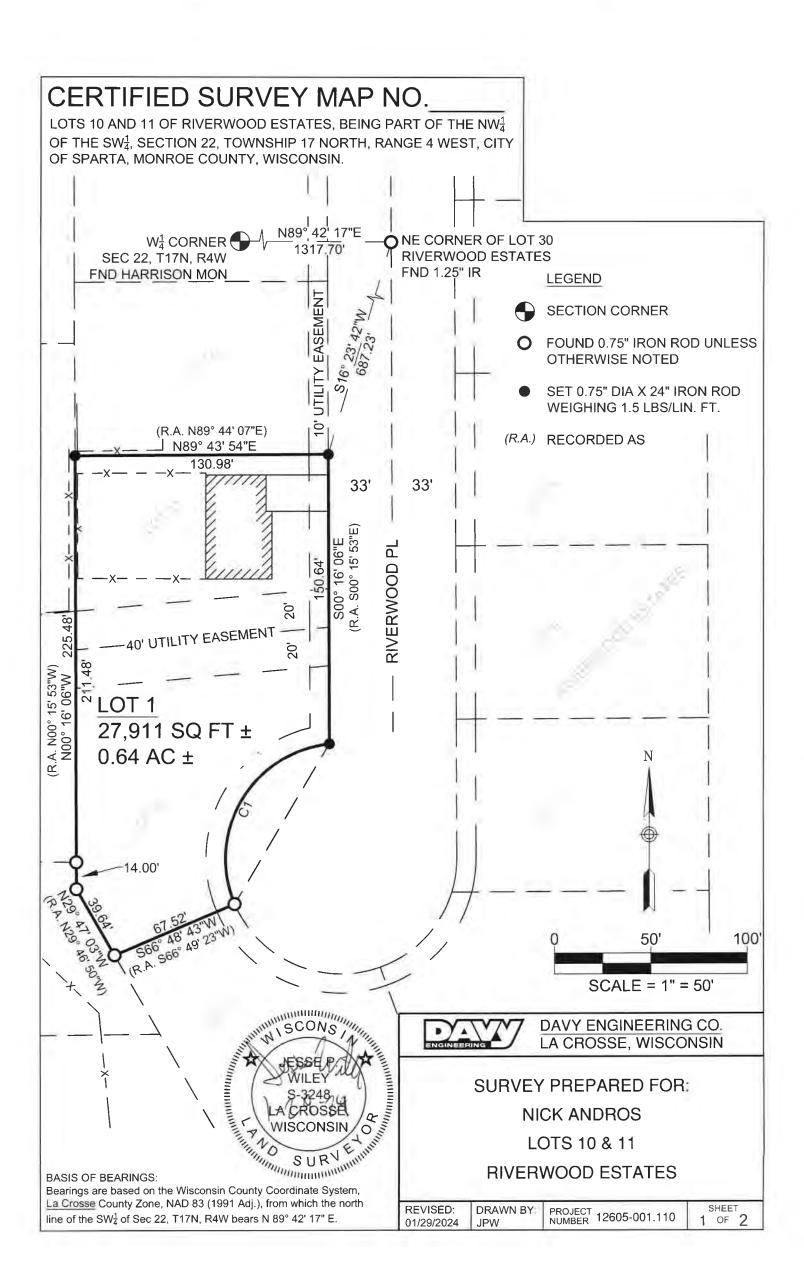
PLAN COMMISSION APPLICATION FORM

Date:	29 Jan 24			
Name/Company:	NICholas A	ndros		
Address:	1010 Riveri	WOOD P		
	_Sparta W	154656		
Phone:	(608) 797-	8053		
Purpose:	Combine 1			
	1010 River	NOODPI,8	parta an	nd 1020 Riverwood Pl, Sparta
Meeting Date:			~	•
Fee:	\$ 5000			# 155232
	Ф	_		PAID
Fee Schedule: Conditional Us	se Permit:	\$75.00		JAN 29 2024
Zoning Varian	ce:	\$250.00		JAN 25 LULT
Request for Zo		\$75.00		# 1.153732
Development Subdivision Pl	Review (business)	\$75.00 \$150.00	M 11 (T)	
PUD Review		\$150.00 \$150.00	Mail To: Building &	& Zoning Office
Lot Division/C	SM Approval	= \$50.00	201 W Oal	
Grading/Filllin		\$50.00	Sparta, W	
-	mit Residential	\$50.00	, · · · · · · · · · · · · · · · · ·	
ET Zoning per	•	\$25.00	PH: (608)	269-4340
ET Zoning Peri Industrial, Ma	•	\$75.00		ie.

Note: All items for Plan Commission must be received five working days prior to the scheduled meeting (the first Wednesday of the first full week every month.) All fees are due at the time of application and are non-

refundable.

All site and building plans must be submitted no larger than 11" x 17".



CERTIFIED SURVEY MAP NO.

LOTS 10 AND 11 OF RIVERWOOD ESTATES, BEING PART OF THE NW¹/₄ OF THE SW¹/₄, SECTION 22, TOWNSHIP 17 NORTH, RANGE 4 WEST, CITY OF SPARTA, MONROE COUNTY, WISCONSIN.

Legal Description

Lots 10 and 11 of Riverwood Estates, being part of the NW¹/₄ of the SW¹/₄, Section 22, Township 17 North, Range 4 West, City of Sparta, Monroe County, Wisconsin.

Said lands may be more particularly described as follows:

Commencing at the West Quarter Corner of Section 22, T17N, R4W;

thence N 89° 42' 17" E 1317.70 feet along the north line of the SW¹/₄ of said Section 22 to the northeast corner of Lot 30 of Riverwood Estates;

thence S 16° 23' 42" W 687.23 feet to the northeast corner of Lot 11 of said Riverwood Estates, being a point on the westerly right-of-way of Riverwood Place, also being the point of beginning;

thence S 00° 16' 06" E 150.64 feet along said westerly right-of-way;

thence along said right-of-way along the arc of a curve, concave southeast, radius 60.00 feet, with a chord bearing and length of S 30° 24' 22" W 96.56 feet;

thence S 66° 48' 43" W 67.52 feet along the southerly line of Lot 10 of Riverwood Estates;

thence N 29° 47' 03" W 39.64 feet along the southwesterly line of said Lot 10;

thence N 00° 16' 06" W 225.48 feet along the westerly lines of said Lots 10 and 11 to to the northwest corner thereof;

thence N 89° 43' 54" E 130.98 feet along the northerly line of said Lot 11 to the point of beginning.

Containing 27,911 sq ft ± or 0.64 acres ±. Subject to a 40-foot utility easement and a 10-foot utility easement, both shown on the Riverwood Estates Plat, and any other easements, covenants and restrictions of record.

Curve Table							
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing	Tan In	Tan Out
C1	112.21	60.00	107°09'05"	96.56	S30° 24' 22"W	S83° 58' 55"W	S23° 10' 10"E

COMMON COUNCIL RESOLUTION

Resolved, that the Certified Survey Map shown within is hereby approved by the Common Council of the City of Sparta,

Mayor - Kevin Riley

Date:

I hereby certify that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Sparta.

City Clerk - Jennifer Lydon

Date:

SURVEYOR'S CERTIFICATE

That I have made such a survey and map by the direction of the owner of said land, that I have complied with Chapter 17 of the City of Sparta's Code of Ordinances and that such a map is a correct representation of the exterior boundaries of the land surveyed, and that I have fully complied with Chapter 236.34 in surveying and mapping the same.

DAVY ENGINEERING CO. . erse LA CROSSE, WISCONSIN Jesse R Wiley, P.L.S. 3248 CONS , Davy Engineering Co. SCONSIN 115 6th St S SURVEY PREPARED FOR: S-324 LACROSSE WISCONSIN O SURVE La Crosse, WI 54601 NICK ANDROS LOTS 10 & 11 **RIVERWOOD ESTATES** REVISED. SHEET DRAWN BY PROJECT 12605-001.110 2 OF 2 01/29/2024 JPW

RESOLUTION APPROVING AMENDMENT TO LEASE AGREEMENT WITH SPARTA YOUTH HOCKEY ASSOCIATION

WHEREAS, the Finance Committee has agreed to amend the lease agreement with the Sparta Youth Hockey Association for rental of the City hockey rink and said lease agreement is attached as Exhibit A, and

WHEREAS, said lease agreement has been amended to reduce the monthly rent from \$2,750.00 per month to \$1,000.00 per month

NOW THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF SPARTA, MONROE COUNTY, WISCONSIN, that the amended lease agreement between the City of Sparta and the Sparta Youth Hockey Association for rental of the Sparta hockey rink is hereby accepted, and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents and perform any other acts necessary or desirable to conclude the transaction and the proposal which is hereby accepted.

Dated this 14th day of February, 2024.

OFFERED BY:

Alderman Josh Lydon

APPROVED BY:

Kevin Riley, Mayor

AGREEMENT

THIS AGREEMENT, by and between the City of Sparta (the "City") and the Sparta Youth Hockey Association (the "Association"),

WITNESSTH:

WHEREAS, the City is the owner of a commercial building, parking facilities and other incidental amenities hereinafter referred to as the "Property", which is legally described as

follows:

A parcel of land located in Outlot 17, Assessor's Subdivision of Lands, and in the NE1/4-SE1/4, Section 13, all in the City of Sparta, Monroe County, Wisconsin described as follows: Commencing at the Southwest corner of Fairway Estates Subdivision in said City of Sparta; thence S89°29'43"E, along the South line of said Fairway Estates, a distance of 738.71 feet, to the Northeast corner of lands as described in Vol. 4 Rec., Page 375; then S0°12'03"W, along the East line of said lands and the extension thereof, a distance of 536.67 feet, to the South line of East Montgomery Street; thence S89°50'08"E, along said South line, a distance of 155.39 feet, to the point of beginning; thence continuing S89°50'08"E, along said South line, a distance of 280.00 feet; thence S0°09'52"W, a distance of 220.00 feet; thence N89°50'08"W a distance of 280.00 feet; thence N0°09'52"E a distance of 220.00 feet, to the point of beginning. Said parcel contains 1.028 acres of land and is subject to all easements, covenants, restrictions and right-ofway of record.

WHEREAS, for many years the City and the Association have had a working relationship with one another in regards to the use of the above-described area by the Association; and

WHEREAS, both parties seek to maintain the existence and continued use of the above-described area by Lessee; and

WHEREAS, the parties are desirous of detailing their respective responsibilities as to the financing of the building maintenance and use of the property,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association hereby agree as follows:

1. <u>Term</u>. This Agreement for the use of the property shall commence on November 1, 2008 and continue for a period of twenty (20) years, subject to renewal upon terms and conditions as mutually agreed upon between the parties. The City shall give the Association the first option on a new lease at the conclusion of the initial lease.

<u>Rent</u>. The monthly rent shall be the sum of \$1,000.00
 to be paid on the fifteenth of each month, commencing February
 15, 2015.

3. <u>Use of Property</u>. The City hereby conveys, grants and warrants to the Association the privilege, right, power and authority to enter on, across and over the Property for the sole purpose of conducting activities sponsored by, and storing equipment owned by, the Sparta Youth Hockey Association, on the Property, and for maintenance of the Property and the structures thereon for such purpose and activities.

The Association shall not use or permit the Property or the structures thereon to be use for any purpose or activity other than as specified in this Agreement. The Association shall not permit the use of the Property for any event not sponsored by the Association without the written consent of the City's Park and Recreation Director. The Association shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.

4. <u>Condition and Upkeep of the Property</u>. The Association hereby acknowledges and agrees that (a) it has examined and knows the condition of the Property and the structures thereon and has received the same in good order and repair, and (b) no representations as to the condition and repair of the Property or the structures thereon have been made by the City prior to or at the execution of this Agreement that are not expressed herein. The Association shall at all times maintain the Property and equipment located on the Property in good repair and in a safe, clean and sightly condition, injury by fire or

other casualty beyond the Association's control excepted. Provided, however, the City shall be responsible for all snow removal.

It is further agreed that Association shall create a reserve account for maintenance of the property and/or equipment which maintains the facility for use by the Association. The Association shall deposit monthly \$1250 into the reserve account. Written consent from the City and Union National Bank is required for any purchase exceeding \$1000 from the reserve account. The City and Union National Bank shall respond to a written request for expenditures from the account within five (5) working days. At the end of the Association's fiscal year, a copy of its annual financial statements shall be provided to the City to verify the same. Upon default, all amounts in the reserve account shall be applied to the rent due.

At any time that the reserve account exceeds \$100,000, all excess funds over \$100,000 in the account shall be immediately paid to the City of Sparta as prepaid rent. If at any time the reserve account has adequate funds so that 90% of the reserve account is adequate to cover the remaining balance of the guaranty as set forth in paragraph 16, 90% of the reserve account shall immediately be paid as prepaid rent.

Notwithstanding anything contained in this Agreement to the contrary, in case the Property or the structures thereon shall

be rendered untenantable during the term of this Agreement by fire or other casualty beyond either party's control, the City, at its option, may terminate the Association's right to use the Property as set forth herein or repair the Property and the structures thereon.

5. <u>Improvements</u>. No alterations, improvements, or additions shall be made to the Property or to the structures thereon without the prior written consent of the City's Park and Recreation Director and any such alterations, improvements, or additions shall become and remain the property of the City unless otherwise provided in the City's prior written consent.

6. <u>Utilities</u>. The Association shall be responsible for all water, sewer, gas, and electric power bills charged in respect to the Property. The Association shall keep all utilities paid and current.

7. <u>Costs of Activities</u>. The activities conducted on the Property shall be conducted by the Association at its sole cost and expense.

8. <u>Condition of the Property Upon Termination</u>. When the Association surrenders the Property upon termination of this Agreement, the Property shall be in a condition at least as good as or better than its condition at the commencement of the initial term, with any damage caused by the Association repaired by the Association at its sole cost and expense, except for

normal wear and tear and loss by fire or other casualty beyond Association's control.

9. Prohibition Against Transfers and Encumbrances. The privilege, right, power, and authority conveyed by this Agreement is not assignable or transferable by the Association without the prior written consent of the City. In case of any transfer or assignment without the City's prior written consent, or in the case of any sub-lease without the City's prior written consent, the Association and the new user shall be jointly and severally liable to the City under all of the terms and conditions hereof, including the hold harmless and indemnity provisions set forth below, and this lease shall be deemed a joint lease to the Association and the new user, immediately revocable by written notice, which the City may serve upon the Association and the new user at any time.

The Association shall not, without the prior written consent of the City, create or permit to be created or to remain, any mortgage, pledge, lien, including, but not limited to any mechanic or materialman's lien, encumbrance, charge on, or security interest in the Property, and the Association further covenants and agrees to hold the City and the Property free from any and all liens, or rights or claims of lien. In the event any claims of lien are filed against the City or the Property, the Association shall take such reasonable action

designed to protect the City against such lien or liens, including, without limitation, diligently contesting any suit to foreclose any such lien and the posting with the City of surety bonds in the amounts of such liens or other indemnity as the City shall reasonably require to protect the City against such liens.

In addition, the Association further agrees not to create any further encumbrance, loan or liability, without the prior written consent of the City. This clause shall not prohibit the creation of a note and a security interest on behalf of the guarantor to secure the obligations of guarantor created herein.

10. <u>Hold Harmless</u>. The Association agrees to, and does hereby, indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, agents, representatives and attorneys from all claims, litigation and liability asserted against them or any of them, and any administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever or on account of damage to any property caused by, connected with, or in any way attributable to, the rights herein granted to the Association or the Association's failure to comply with any of the terms and conditions hereof.

11. **Insurance**. The City shall maintain property damage, insurance, fire and extended coverage on buildings on the

Property as the City may determine. The Association shall obtain and maintain, at its expense, insurance coverage for its personal property as well as a general liability policy in an amount no less than \$1,000,000.00 or as otherwise approved by the City, and the City shall be named as additional insured. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the City. The Association shall maintain and keep in force insurance in the minimum coverage and limits stated in this Section at all times while this Agreement is in effect, and shall provide evidence thereof to the City. In addition, the Association shall further make certain all youth hockey participants are insured through the USA Hockey Program and the figure skaters insured through their own respective association.

The parties acknowledge that the City does not, nor is it obligated to, maintain any insurance which in any manner protects the Association, occupancy of the Property and the structures thereon by the Association or any activities carried on at the Property by the Association, its agents, officers, employees or contractors, for any risk, loss, cost or claim.

12. Default and Remedies.

(a) <u>Acts of Default</u>. Each of the following shall be deemed a default by the **LESSEE** and a breach of this Lease:

(i) Failure to pay any of the rent herein reserved,or any part hereof, for a period of ten (10) days after writtennotice.

(ii) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements, and provisions in this Lease to be done, observed, kept and performed by the **LESSEE** for a period of ten (10) days after written notice.

(iii) The abandonment of the premises by the LESSEE.

(iv) The existence of the Association ceases.

(b) <u>Remedies</u>. Upon the happening of any of the acts of defaults set forth above, the **LESSOR** shall have the right to elect one or more of the following remedies:

(i) LESSOR may terminate this Lease upon a specified date not less than thirty (30) days after the date of notification in writing by LESSOR of an act of default set forth in Subparagraph (a) of this Paragraph unless such default shall have been cured within said ten (10) day period.

(ii) **LESSOR** may re-enter the premises upon a specified date not less than ten (10) days after the date of notification in writing to the **LESSEE** by the **LESSOR** of an act of default set forth in this Paragraph unless such default shall

have been cured within said ten (10) day period. Such re-entry shall not be deemed an abandonment by the LESSEE or an acceptance by LESSOR of an abandonment. Upon LESSOR'S re-entry, the LESSEE shall remain liable for all rentals due the LESSOR for the term of this Lease. It is specifically agreed that LESSOR need not use its best efforts to relet the premises on behalf of the LESSEE, as the GUARANTORS subject to this Lease agreement shall have the ability to do the same to mitigate its own losses.

Breach by Lessee; Payment of Lessor's Costs and Attorneys' Fees.

The **LESSEE** agrees to pay and discharge all reasonable costs, and reasonable attorneys' fees and expenses that shall be incurred by the **LESSOR** in enforcing the covenants, conditions and terms of this Lease.

14. <u>Subordinate to City's Use</u>. The City reserves the right to enter upon the Property and the right to inspect the Property for any reason or purpose as the City may at any time desire so long as such inspection or use does not unreasonably interfere with the Association's use during any time while this Agreement remains in effect.

15. <u>No Easement or Prescriptive Rights</u>. The Association acknowledges that its use of the Property is pursuant to this revocable lease and shall not be deemed to give rise to any form

of easement. The Association further acknowledges that no prescriptive rights have arisen prior to the date of this Agreement nor shall any prescriptive rights be deemed to arise out of this Agreement.

Guarantor. The undersigned guarantor hereby guarantees 16. the total fixed obligation of the Association as set forth on Exhibit A. Upon the written notice by City of any default of the Association, the guarantor agrees to pay the City, in full, the remaining balance of the fixed obligation of Association due and owing as set forth on the attached Exhibit A. Said amount shall be paid to City in one (1) lump sum within sixty (60) days of the written notice. Upon the default by Association, Guarantor shall be assigned any and all rights and obligations of the Association under this Agreement with the monthly rent considered prepaid in full. Guarantor will have the ability to sub-lease the facility with written consent of the City. Such consent shall not be unreasonably withheld. Reasonable grounds for refusal shall not exist as long as the sublease does not violate any existing zoning ordinances.

17. <u>No Waiver</u>. The failure of either party, at any time, to insist upon performance or observance of any term, covenant, agreement or condition contained in this Agreement shall not be construed as a release of any right of the parties hereunder or

as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.

18. <u>Authority</u>. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party represented by him or her, and that such party intends to be legally bound by the provision of this Agreement.

19. Miscellaneous Provisions.

(a) The terms, conditions and covenants contained in this Lease shall bind and inure to the benefit of the **LESSOR** and the **LESSEE** and their respective successors, heirs and legal representatives and assigns.

(b) This Lease shall be governed by and construed under the laws of the State of Wisconsin.

(c) In the event that any provision of this Lease shall be held invalid or unenforceable, no other provision of this Lease shall be affected by such holding, and all of the remaining provisions of this Lease shall continue in full force and effect pursuant to the terms hereof.

(e) The paragraph captions are inserted only for convenience and reference and not intended, in any way, to define, limit, or describe the scope, intent and language of this Lease or its provisions.

(f) This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

(g) This Lease may be executed in any number of counterparts with the same effect as if all parties executed a single instrument.

(h) A short term form of this Lease in recordable form may be requested by either **LESSOR** or **LESSEE** for recording their respective interest in said Lease, and each party agrees to execute such "Short Form of Lease" at the request of the other party hereto.

CITY OF SPARTA

Dated:	By:	
		Mayor
Dated:		
		City Clerk
		SPARTA YOUTH HOCKEY
		ASSOCIATION
Dated:	By:	
		President
Dated:		
		Treasurer
		GUARANTOR:

UNION NATIONAL BANK

Dated:_____

By: _____

Exhibit A Payoff Balance Form AT-106

FOR CLERKS ONLY
Municipality
City of Sparta
License Period 2/15/24 - 6/30/24

License(s) Requested

Class "A" Beer \$	Class A" Liquor \$	License Fees	\$ -0-
✓ Class "B" Beer	Class B" Liquor \$ NA	Publication Fee	\$ 17.00
"Class C" Wine \$	"Class A" Liquor (Cider Only)	Background Check	\$
Reserve "Class B" Liquor \$	□ "Class B" (Wine Only) Winery \$	Total Fees	\$ 17.00

Part A: Premises/Business Information					
1. Legal Business Name (registered entity name or individual's name if sole proprietorship)					
Shifty's Shack 2 LLC					
2. Trade Name or DBA					
Shifty's Shack					
3. Premises Address					
110 E Oak Street					
4. County	5. Mun	icipality	6 Aldermanic District		
Monroe	Spar	ta			
7. Mailing Address (if different from premises address	s)				
110 E Oak Street					
8. FEIN		9. Wisconsin Seller's Permit Number			
93-4824517		456103155181804			
10. Premises Phone		11. Premises Email			
(608) 269-6045					
12. Entity Type (check one)					
Sole Proprietor Partnership	🖌 Lii	mited Liability Company	rporation Nonprofit Organization		
 Premises Description - Describe the building including living quarters, if used, for the sate beverages may be sold and stored ONLY or 	ales, se	rvice, consumption, and/or storage	of alcohol beverages and records. Alcohol		
Bar area and basement stor	age	area.			

Part B: Questions				
1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate	🗌 No			
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?	V No			

1. State of Registration	1. State of Registration 2. Date of Reg			2. Date of Regis	tration
Wisconsin 01/01/24					
 Is the applicant business owner parent company below, include company's principal members, 	parent company mem	bers in Part	D, and attach Form	AT-103 for all of the	parent
Name of Parent Company			FEIN of Parent Compa	ny	
 Does the parent company or an interest in any other alcohol be If yes, please explain using the 	everage wholesaler or	producer (e	g., brewer, brewpul	nt hold any direct or b, winery, distillery)?	indirect Yes ✔ No
5, Agent's Last Name		Agent's Firs	t Name		Phone
Part D: Individual Informatio					
A Supplemental Questionnaire, Form A any parent company as indicated in P or nonprofit organization, all partners o st the full name, title, and phone	art C. Persons in the appl of a partnership, and all m	icant busines anaging men	s include: sole propriet bers and agent of a lin	or, all officers, director nited liability company.	s, and agent of a corporation
_ast Name	First Name		Title	s in necessary.	Phone
	Thistinanie		The		
Brueggen	Michelle		Owr	161	(608) 487-0571
Part E: Attestation					
Who must sign this application?					
sole proprietor one gen	eral partner of a partne	rship	one corporate offic	er • one mana	aging member of an LLC
READ CAREFULLY BEFORE SIGN that I am acting solely on behalf of that the rights and responsibilities of this business according to the law, in lack of access to any portion of a lice and grounds for revocation of this li state law. I further understand that I any person who knowingly provides	the applicant business an conferred by the license(s including but not limited to ensed premises during in cense. I understand that may be prosecuted for s	id not on beh s), if granted, , purchasing spection will l any license is ubmitting fals	alf of any other individ will not be assigned t alcohol beverages from be deemed a refusal to assued contrary to Wis. We statements and affice plication may be requi	lual or entity seeking t o another individual o m state authorized wh allow inspection. Suc Stat Chapter 125 sha lavits in connection wi	he license. Further, I agree r entity. I agree to operate blesalers. I understand that h refusal is a misdemeanor all be void under penalty of th this application, and that
Signature Michelle Brue Name (Last, First, M.I.)	GGEN		Date /	-18-24	
Brueggen, Michelle I	J o				
ītle Dwner	En	nail			Phone (608) 269-6045
		-			
Part F: For Clerk Use Only Date application was filed with clerk	Data reports	to governing	bodu		
	Date reported	al Cou	not al shark	Date provisional lice	nse issued (if applicable)
1/18/2024 Date license granted	License num	ber	nul dition	Date license issued	

Form		
A1	[-1	03

Date	11	
- 1	118/2	024
1	1	-

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietorall partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
 managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Bus	siness Informatio	on		
1. Registered Entity Name (c	or individual name if so	le proprietor)		
Shifty's Shack 3	2 LLC			
2. Trade Name or DBA				
Shifty's Shack				
3. Entity Type (check one)				
Sole Proprietor	Partnership	Limited Liability Company	Corporation	Nonprofit Organization

Part B: Individual Information				
1. Name (Last, First, M.I.)				
Brueggen, Michelle L.				
2. Relationship to Registered Entity (Title)	3. Email			4. Phone
Owner	· : / :=			(608) 487-0571
5. Home Address				
813 S Water Street				
6. City		7. State	8. Zip Code	9. Date of Birth
Sparta		WI	54656	06/07/73
10, Drivers License/State ID Number			11. Drivers License/Sta	ate ID State of Issuance
B625-5527-3707-04	+ OXP OLO	7/2028	WI	

Dates (MM/YYYY - MM/YYYY)
Dates (MM/YYYY - MM/YYYY)

Part D: Employment History	
List in chronological order your last two employers with	n the last 5 years.
Employer's Name N/A	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
Employer's Name	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)

Part E: Criminal History					
1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?					
If yes to question 1, please list details of each conviction below. Attach additi	onal sheets as needed,				
Law/Ordinance Violated	Trial Date				
Sell to underage persons - 2008					
Penalty Imposed	Was sentence completed?	🗌 No			
Law/Ordinance Violated	Trial Date				
 Penalty Imposed 2. Are charges for any offenses currently pending against you (other than traffic beverages) for violation of any federal, Wisconsin, or another state's laws or ordinances? 		□ No			
If yes to question 2, describe nature and status of pending charges using the sheets as needed.	he space below. Attach additional				

Part F: Questions		
 Have you lived in any state other than Wisconsin as an adult? If yes, please list them in If no, continue to question 2 		Yes 🖌 N
2. How long have you continuously lived in Wisconsin prior to the date of application?	Years 50	Months
3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer brewpub, winery, distillery)? If yes, please explain using the space below. Attach additio		🗌 Yes 📈 N

Part G: Attestation	
READ CAREFULLY BEFORE SIGNING: I understand that any licen under penalty of state law. I further understand that I may be prosecute with this application, and that any person who knowingly provides may to forfeit not more than \$1,000 if convicted.	d for submitting false statements and affidavits in connection
Signature Michelle Brueggin	Date 1-18-24

Tobac	co Proc	Jurata Da		and		License	MUNICIPAL USE ONLY
		iucis re	etail	License			
Si	ubmit to n	nunicipal	clerk.			Period	Covered
Applicantin	Mennesis 45 di	Color Touris	a contration			Data of	
		git Sales Tax Acc	ount Nur	🗲 This mu	ist be issued in the same	Date of	Issuance
456-	1031551	818-04	_	Legal N	ame of the licensee below		
Legal Name	e (corporation, limite	ed liability company	, partnersh	p or sole proprietorship)		Federal	Employer Identification No. (FEIN)
SHIFT	TY'S SHA	ACK 2 L	LC			93-	4824517
Trade or Bu	siness Name (if	different than Le	gal Name)		Telepho	ne Number
SHIFT	Y'S SHA	ACK				(608) 487-0571
Business Ac	dress (License	Location)			Business Located In	Busines	ss Telephone
110 E	E OAK ST	TREET			City Village Town	(608) 269-6045
Municipality			State	Zip Code		County	
SPART	FA		WI	54656	of: SPARTA	_ MON	ROE
Mailing Add	ress (if different	than Business Ac	ddress)		Municipality	State	Zip Code
Ornanizat	ion (shash a				1	-	
_	ion (check ol						
	Proprietor	V 1	Viscons	in Corporation – En	ter date incorporated:01/01/	2024	
Partne	ership	🗌 c	out-of-S	tate Corporation – A	Are you registered to do business in	Wiscons	sin? 🗌 Yes 🗍 No
Other	(describe)						
🖌 Yes	No				that they must purchase cigarett pers, who hold a permit with the V		
Ves Yes	🗌 No	untaxe availat	d toba ble fron	cco products from	nat they must obtain a Tobacco Pro an out-of-state company? (Tob epartment of Revenue at 608-26 :tp-129.pdf.)	acco Pr	oducts Distributor permit is
🖌 Yes	🗌 No				that they cannot purchase/excha transferring existing stock to a ne		
🖌 Yes	🗌 No				hat they must provide employees f Health Services? (<u>https://witob</u> a		
🖌 Yes	🗌 No				that they may not sell, give or or to minors (including electronic cig		
🖌 Yes	🗌 No	6. Does t	he app	licant understand	that they may not sell single ciga	rettes?	
🖌 Yes	🗌 No				that cigarette and tobacco proc		
		Wiscor	nsin De	partment of Reve	s from the date of the invoice an nue/law enforcement and that fai rettes/tobacco products?		
🖌 Yes	🗌 No	the Wis	sconsir	Department of Ju	hat only cigarettes and roll-your-or istice's website labeled "Directory <u>vi.us/dls/tobacco-directory</u> may be	of Certi	fied Tobacco Manufacturers
Cigarette	s / Tobacco	will be sold		✓ over counter	through vending mac	hine	both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any por-tion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Officer of Corporation / Member / Manager De Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.

FREE LIBRARY

This addition & renovation of the Sparta Free Library is dedicated to the pursuit of learning and the enrichment of the community.

In Appreciation Of:

The Friends of the Sparta Free Library, generous donors far and wide, the taxpayers of the city of Sparta, and the trustees and staff of the Sparta Free Library.

Established 1874 Original Construction 1902 Renovated 1982 and 2025

linda@internationalbronze.com

SOUTH POINTE BUSINESS PARK PHASE 3 **CITY OF SPARTA** MONROE, WISCONSIN



G - GENERAL SHEETS

EC - EROSION CONTROL PLANS

G 1

G 2

G 3

G 6

G 7

G 8

EC 1-2

G 4-5

TITLE SHEET

TYPICAL SECTIONS

STORM SEWER DETAILS

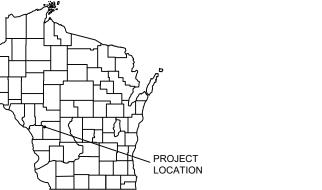
EROSION CONTROL PLANS

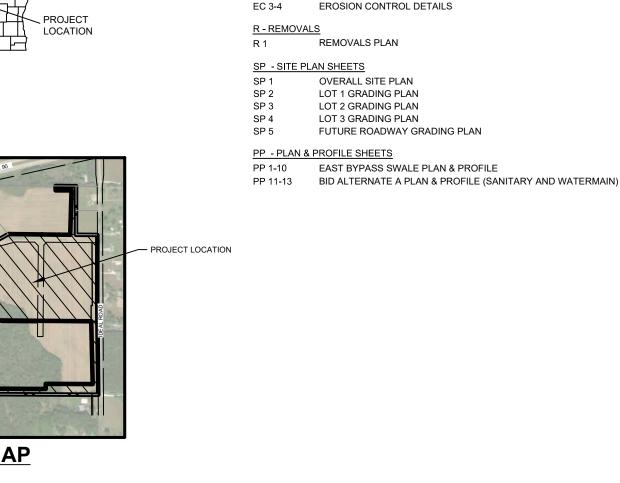
PLAN & PROFILE SHEET INDEX

BENCHMARK AND CONTROL POINT INDEX

WATER MAIN DETAILS (BID ALTERNATE A)

SANITARY SEWER DETAILS (BID ALTERNATE A)





EXISTING WATER MAIN EXISTING WATER MAIN, VALVE & HYDRANT EXISTING WATER SERVICE & CURB STOP PROPOSED WATER MAIN, VALVE, & HYDRANT PROPOSED WATER SERVICE & CURB STOP EXISTING SANITARY SEWER & MANHOLE PROPOSED SANITARY SEWER & MANHOLE EXISTING FORCEMAIN **EXISTING STORM SEWER & INLET** PROPOSED STORM SEWER & INLET PROPOSED STORM SEWER & MANHOLE BURIED ELECTRIC **BURIED GAS & VALVE** BURIED CABLE TELEVISION BURIED TELEPHONE BURIED FIBER OPTICS OVERHEAD UTILITY RAILROAD TRACKS EXISTING CURB & GUTTER PROPOSED CURB & GUTTER EXISTING SIDEWALK PROPOSED SIDEWALK EXISTING CULVERT PIPE ____CP-PROPOSED CULVERT PIPE FENCE LINE DRAINAGE ARROW SILT FENCE RIGHT-OF-WAY BASELINE PROPERTY LINE \sim TREE LINE 1 BENCHMARK IRON PIPE IRON ROD CONTROL POINT UTILITY POLE & GUY -0---¹ 000.00 SOIL BORING LIGHT POLE PEDESTAL STREET SIGN MAILBOX FLAGPOLE යු TREE - DECIDUOUS 岱 TREE - CONIFEROUS X TREE TO BE REMOVED

LOCATION MAP

NDM

Init

DRAWN BY:

CHECKED BY:

DESIGNED BY: NDM

	NO.	DATE	REVISION	BY	ENGINEERING ARCHITECTURE SURV	
M						
M			· _	-	1230 South Boulevard, Baraboo WI 5	I 53913 CI
					(608) 356-2771 www.msa-ps.cor	^{com} MONROE
net	uction [)ocumente\0(0051064 TITLE SHEET dwg		© MSA Professional Services, Inc.	MontoE

UTILITIES

GAS / PETROLEUM: WE ENERGIES ATTN: TRAVIS KAHL 1921 8TH STREET SOUTH WISCONSIN RAPIDS, WI 54494 PHONE: (715) 421-7256 MOBILE: (715) 496-6180

ELECTRIC XCEL ENERGY ATTN: LAURIE FREEMAN 1921 8TH STREET SOUTH WISCONSIN RAPIDS, WI 54494 PHONE: (715) 737-1198 MOBILE: (608) 789-3714 EMAIL: LAURIE A FREEMAN@XCELENERGIES.COM

COMMUNICATION LINE CENTURY LINK ATTN: JEROD HOEL 135 N. BONSON STREET PLATTEVILLE, WI 53818 PHONE: (608) 342-4350 MOBILE: (608) 642-0345 EMAIL: JEROD.HOEL@CENTURYLINK.COM

COMMUNICATION LINE: WISCONSIN INDEPENDENT NETWORK ATTN: JOHN LOUIS 800 WISCONSIN AVENUE 800 WISCONSIN AVENUE BUILDING DO2, SUITE 219 MB# 107 EAU CLAIRE, WI 54703 PHONE: (715) 884-4012 MOBILE: (715) 864-2918 EMAIL: JLOUIS@WINS.NET

SEWER & WATER: CITY OF SPARTA ATTN: MARK VAN WORMER 201 W OAK STREET SPARTA, WI 54656 PHONE: (608) 269-4340 EXT. 228 EMAIL: DPW@SPARTAWISCONSIN.COM



UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE AND CONTRACTOR SHALL HAVE APPROPRIATE UTILITY MARK EXACT LOCATIONS PRIOR TO CONSTRUCTION

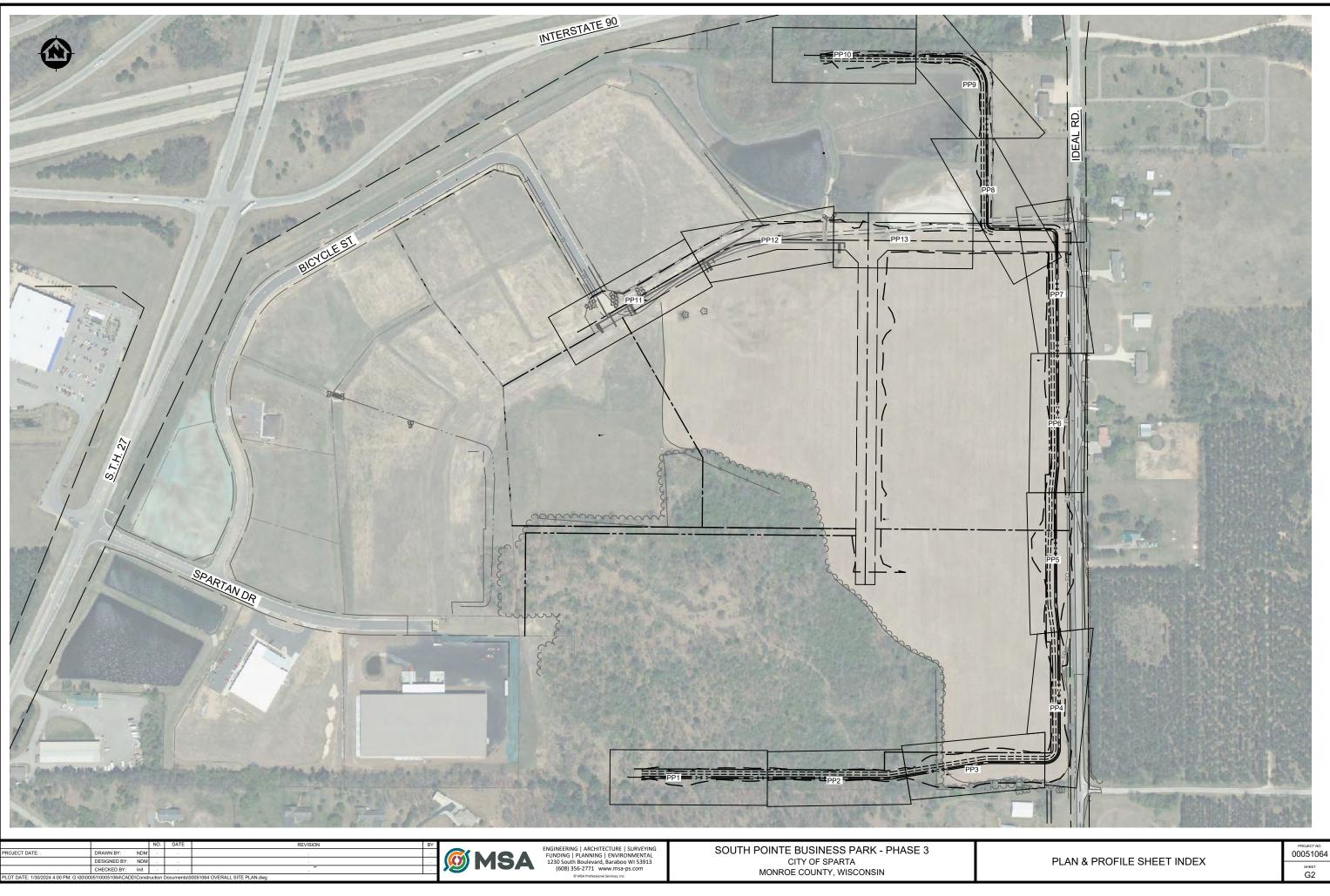
TRANSMISSION: TKANSMISSION. XCEL ENERGY ATTN: BRUCE ZEMKE 414 NICOLLET MALL - 5TH FLOOR MINNEAPOLIS, MN 55401 PHONE: (612) 330-7815 MOBILE: (651) 214-2820 EMAIL: TRAVIS.KAHL@WE-ENERGIES.COM EMAIL: BRUCE.M.ZEMKE@XCELENERGY.COM

> COMMUNICATION LINE: CHARTER COMMUNICATIONS ATTN: PERRY MCCLELLAN 1228 12TH AVE SOUTH ONALASKA, WI 54650 PHONE: (608) 317-6213 EMAIL: PERRY.MCCLELLAN@CHARTER.COM

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TITLE SHEET

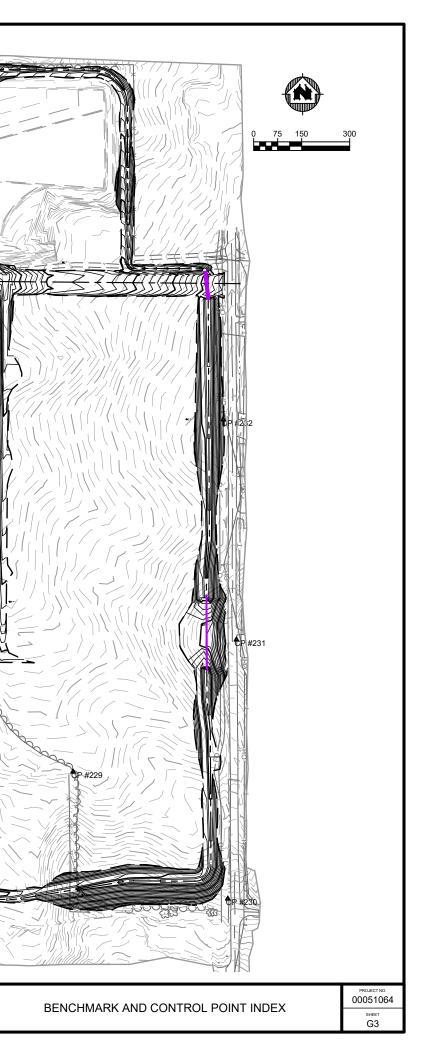


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	DESIGNED BY:	NDM			· _			1230 South Boulevard, Barab
	CHECKED BY:	Init						(608) 356-2771 www.ms
PLOT DATE: 1/30/2024 4:00 PM G:\00\00	051\00051064\CAD		© MSA Professional Services, In					

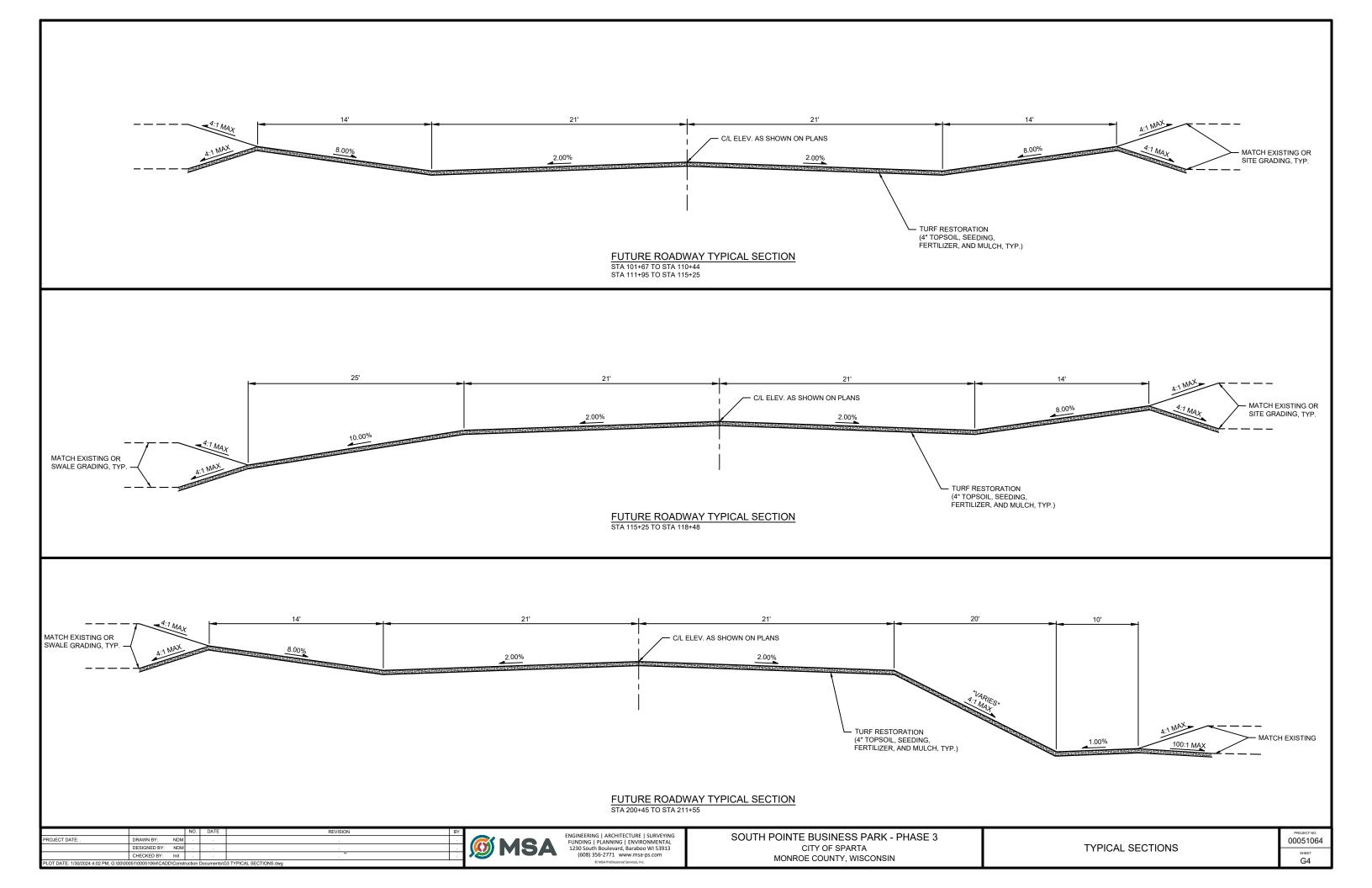
	E	BENCHMARK	AND CONTROL	POINT TABLE
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP 222A	369739.92	625085.05	849.00	34 INCH IRON ROD
CP 225	370811.61	624482.20	834.57	³ / ₄ INCH IRON ROD
CP 226	370213.39	624809.53	840.17	³ / ₄ INCH IRON ROD
CP 227	370559.47	625417.16	830.89	³ ₄ INCH IRON ROD
CP 228	369601.48	625612.11	839.42	³ / ₄ INCH IRON ROD
CP 229	368955.24	626080.55	849.65	³ / ₄ INCH IRON ROD
CP 230	368558.53	626563.84	872.20	³ / ₄ INCH IRON ROD
CP 231	369367.84	626590.80	871.67	MAG NAIL IN PAVEMENT
CP 232	370055.36	626549.51	859.22	³ / ₄ INCH IRON ROD
BM 300	370281.83	624830.16	840.91	TSOH W. SIDE OF BICYCLE ST.
BM 301	370696.55	624592.22	838.66	TSOH W, SIDE OF BICYCLE ST.

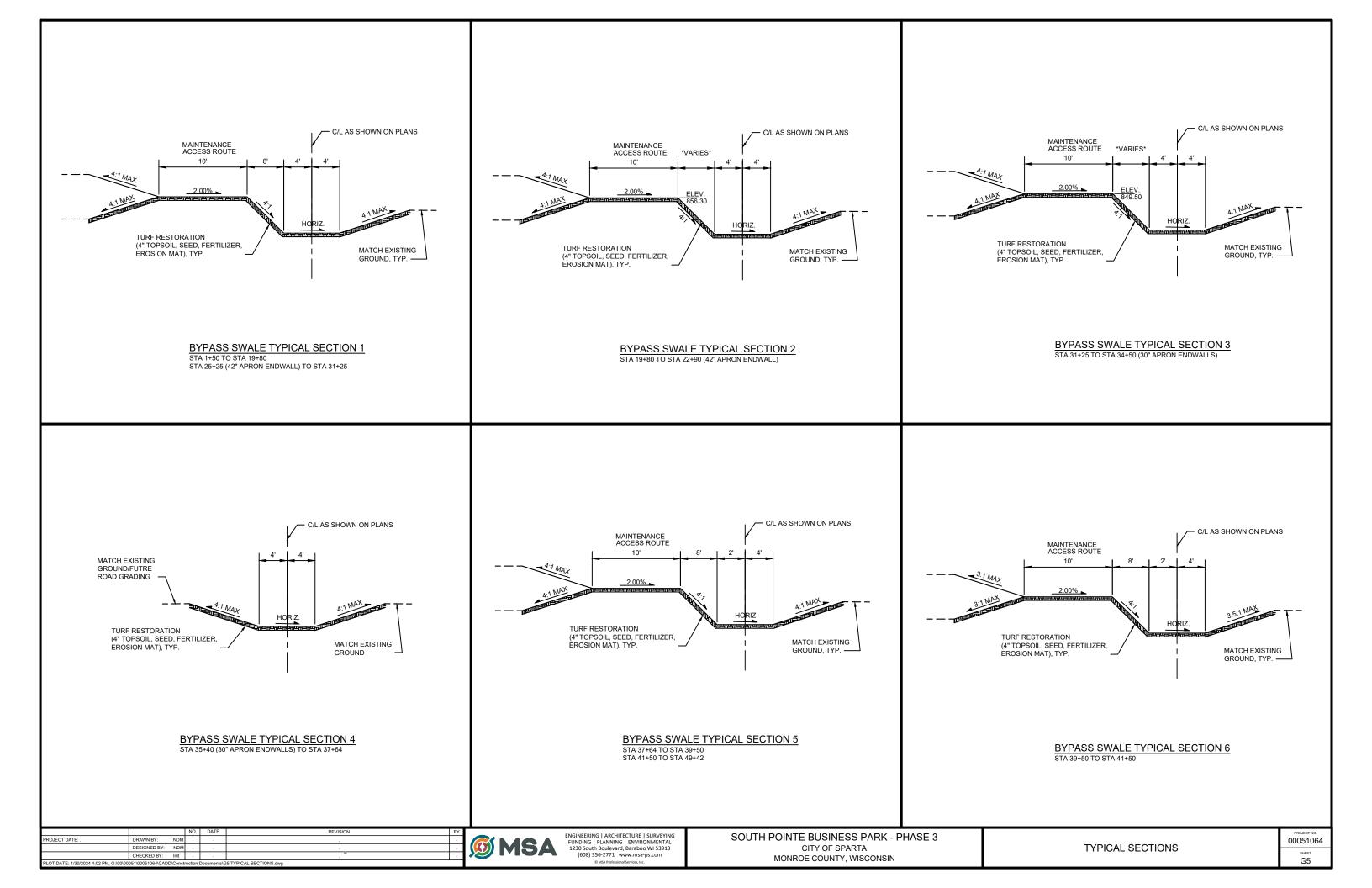
		1	NO.	DATE	REVISION BY	8Y	-	ENGINEERING ARCHITECTURE SURVEYING	
PROJECT DATE: .	DRAWN BY:	NDM			· · · · · · · · · · · · · · · · · · ·			FUNDING PLANNING ENVIRONMENTAL	SOUTH POINTE BUSINESS PARK - PHASE 3
	DESIGNED BY:	NDM						1230 South Boulevard, Baraboo WI 53913	CITY OF SPARTA
	CHECKED BY:	Init						(608) 356-2771 www.msa-ps.com	MONROE COUNTY, WISCONSIN
PLOT DATE: 1/30/2024 4:02 PM, G:\00\0	PLOT DATE: 1/30/2024 4:02 PM, G:00100051100051064/CADDI/Construction Documents/00051064 BENCHMARK AND CONTROL POINT INDEX.dwg							© MSA Professional Services, Inc.	

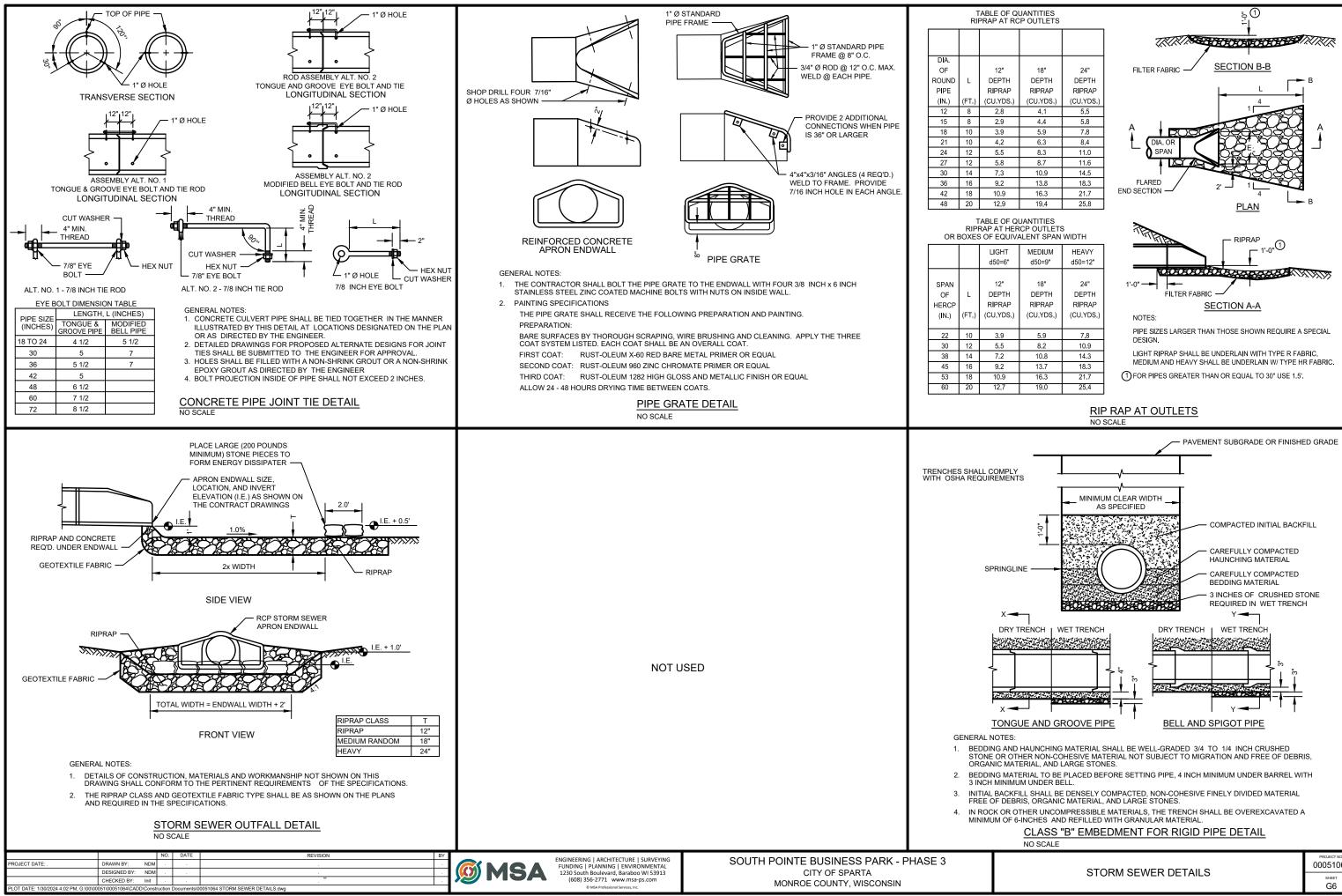
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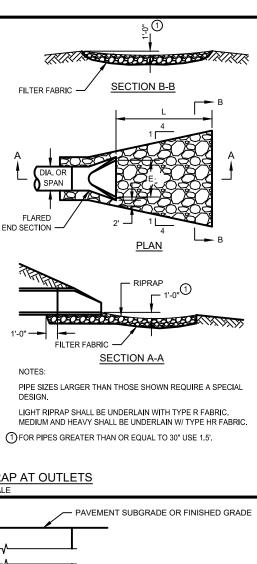




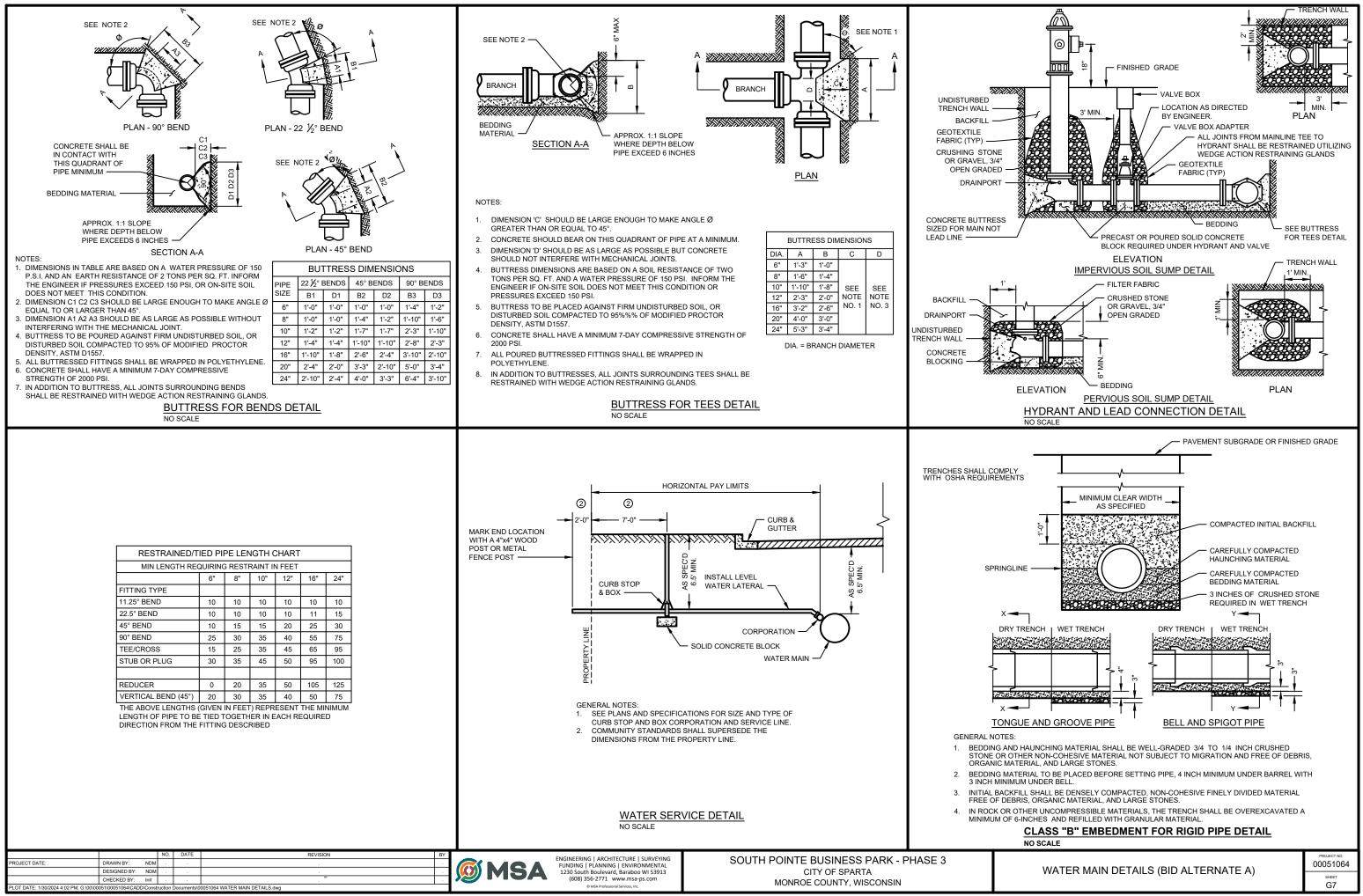


18" DEPTH RIPRAP	24" DEPTH RIPRAP
(CU.YDS.)	(CU.YDS.)
4.1	5.5
4.4	5.8
5.9	7.8
6.3	8.4
8.3	11.0
8.7	11.6
10.9	14.5
13.8	18.3
16.3	21.7
19.4	25.8

MEDIUM	HEAVY					
d50=9"	d50=12"					
18"	24"					
DEPTH	DEPTH					
RIPRAP	RIPRAP					
(CU.YDS.)	(CU.YDS.)					
5.9	7.8					
8.2	10.9					
10.8	14.3					
13.7	18.3					
16.3	21.7					
19.0	25.4					



LASS "B" EMBEDMENT FOR RIGID PIPE DETAIL	
O SCALE	



SPLIT PIPE OR FORM CONCRETE TO FIT	#4 BARS 12" C-C TO 12' DEPTH 6" C-C OVER 12' TO 25' DEPTH			FINISHED GRADE	MANHOLE COVER MANHOLE FRAME RUBBER SLEEVE	
 GENERAL NOTES: DETAILS OF CONSTRUCTION, N SPECIAL CONDITIONS SHALL C DETAILED DRAWINGS FOR PRO TO THE ENGINEER FOR APPRO CAPACITY AND STRENGTH. PRECAST REINFORCED BASES THE REQUIREMENTS FOR GRA FOR THE ENTIRE AREA OF THE ECCENTRIC CONE TOPS SHALL USED ONLY ON STRUCTURES I PRECAST REINFORCED CONCF ALL PRECAST INLET UNITS SH/ DROP CONNECTIONS SHALL BE PRECAST STRUCTURE MANWA DIVISION 33 AND THE APPLICAST - OPENING SHALL BE 24" FOR - OPENING SHALL BE 27" FOR DROP CONNECTION AND ASSE 	CONFORM TO THE PERTINENT REQUIRE DPOSED ALTERNATE DESIGNS FOR UND DVAL PROVIDING THAT SUCH ALTERNAT S SHALL BE PLACED ON A BED OF MATEI INULAR BACKFILL. THIS BEDDING SHALL E BASE. L BE USED ON ALL STRUCTURES 5 FEET LESS THAN 5 FEET IN DEPTH, UNLESS D RETE RISERS MAY BE PLACED WITH TO ALL CONFORM TO THE PERTINENT REQ E USED WHEN THE PIPE INVERT IS MOR IY CLEAR OPENING SHALL MATCH CAST BLE SPECIAL CONDITIONS. R R-1642 CASTINGS ENBLY SHALL BE CONSTRUCTED WITH ID	NGUE UP OR DOWN. JIREMENTS OF AASHTO DESIGNATION M 199. E THAN 2 FEET ABOVE THE MANHOLE INVERT. ING - REFER TO STANDARD SPECIFICATION	BY MAI GENERAL NOTE: THE SEAL SHALL I SEAL EXTENSION T E NON-SHRINK I EXTERIOR OF GENERAL NOTES 1. THE SEAL SI (CONE). SEA 2. AN INTERNA RUBBER SLE	ADDRTAR SPREAD ON ADJUSTMENT RINGS SEAL EXTENSION AS REQUIRED HALL EXTEND FROM THE CASTING TO L EXTENSIONS SHALL BE USED AS RE L ADAPTOR SEAL RING MAY BE USED EVE. THE INTERNAL ADAPTOR SEAL I FER MANUFACTURER'S INSTRUCTIONS INTERNAL RUBBER SLEEVI	E FRAME/CHIMNEY SEAL STAINLESS STEEL COMPRESSION BANDS FINISHED GRADE CONCRETE ADJUSTMENT RINGS AS REQUIRED PRECAST, BLOCK, OR BRICK MANHOLE CORBEL (CONE) BLOCK OR BRICK MANHOLES TO BE BACKPLASTERED AND SEALED WITH BITUMINOUS WATERPROOF COATING IN LIEU OF THE RING SHALL BE	NOTES 1. M 2. M 3. M 4. L NOTES 1. TH 2. NO N 4. IN 3. TH 4. IN 4. IN 4. IN 4. IN 5. IN 6. IN 7.
NO SCALE	T REINFORCED CONCRETE			NO SCALE		───
 CLASS 1 EMBEDMENT M GRAVEL. NO PARTICLES LARGER DO NOT USE CLASS 1A ADJACENT SOIL AND LO CLASS 1 MATERIAL IS SI UNSTABLE TRENCH BOT INSTALL BEDDING IN 6-IN INCH (6 INCH IN ROCK CI INSTALL AND COMPACT TO PROVIDE UNIFORM S INSTALL AND COMPACT EMBEDMENT COMPACTI CLASS 1: PLACE AND V ARE FILLED. FOR HIGH 	TION NOT SHOWN ON THIS DRAWING IATERIAL SHALL BE CLEAN, OPEN GRA THAN 1 1/2 -INCHES SHALL BE USED I MATERIAL WHERE CONDITIONS MAY CO SS OF PIPE SUPPORT. UITABLE AS FOUNDATION AND FOR RE ITOM. INSTALL AND COMPACT IN 6-IN NCH MAXIMUM LAYERS. LEVEL FINAL UTS). HAUNCHING IN 6-INCH MAXIMUM LAYE SUPPORT. INITIAL BACKFILL TO A MINIMUM OF 6	DED CRUSHED STONE, ROCK OR IN THE PIPE EMBEDMENT. AUSE MIGRATION OF FINES FROM EPLACING OVER-EXCAVATED AND CH MAXIMUM LAYERS. GRADE BY HAND. MINIMUM DEPTH 4 ERS. WORK IN AROUND PIPE BY HAND INCH ABOVE PIPE CROWN VATED VOIDS AND HAUNCH AREAS CTORS.				
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PROJECT DATE: . DRAWN BY: DESIGNED BY: CHECKED BY: PLOT DATE: 1/30/2024 4:02 PM, G:100100051100051064/CADD	NDM . . NDM . . Init . . DiConstruction Documents\00051064 SANITARY SEWER DET	AlLS.dwg	🔊 MSA	ENGINEERING ARCHITECTURE SURVEYING FUNDING PLANNING ENVIRONMENTAL 1230 South Boulevard, Baraboo WI 53913 (608) 356-2771 www.msa-ps.com 0 M5A Profesional Services, Inc.	SOUTH POINTE BUSINESS PARK - I CITY OF SPARTA MONROE COUNTY, WISCONSIN	PHASE 3

- MANHOLE FRAME & COVER

2 INCH OR 3 INCH BOND BREAKER TAPE.

CENTER OVER JOINT BETWEEN MANHOLE

ZINC ANODE,

2 LB. MIN. -

FRAME AND ADJUSTING RINGS OR CONE

SECTION AS APPLICABLE. SEE NOTE.

- MANHOLE CONE SECTION

FINISHED GRADE -

CONCRETE ADJUSTMENT

RINGS AS REQUIRED

স্প্রস্থা

THE BOND BREAKER TAPE IS TO PREVENT THE SEALER FROM BONDING TO THE EDGE OF THE FLANGE OF THE

FLUSH WITH ADJUSTING RING OR CONE, APPLY ADDITIONAL TAPE AS REQUIRED TO PREVENT SUCH BONDING.

ELASTOMERIC FRAME/CHIMNEY SEAL

MH FRAME AND THE UPPER 1-1/2 INCHES OF ADJUSTING RING OR CONE. IF THE EDGE OF FLANGE IS NOT

2 12222

MANHOLE COVER

ELASTOMERIC

CONCRETE

ENCASEMENT

Ш

PLAN

WATERPROOFING SEALER

2 LAYERS OF 4 MIL PLASTIC

SHEET AS SPECIFIED .

NOTE 8

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TYP W

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CLASS A

CONCRETE

- 8" MIN.

PRECAST REINFORCED

CONCRETE RISERS

PRECAST

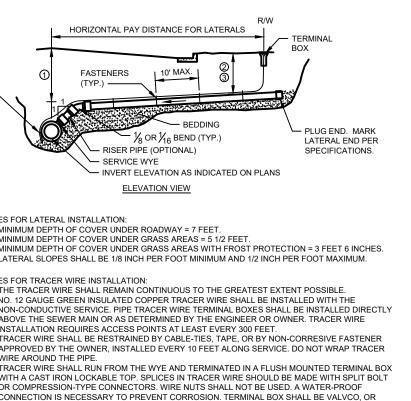
REINFORCED

MIN. SLOPE 1 INCH/FT.

- 4" MIN

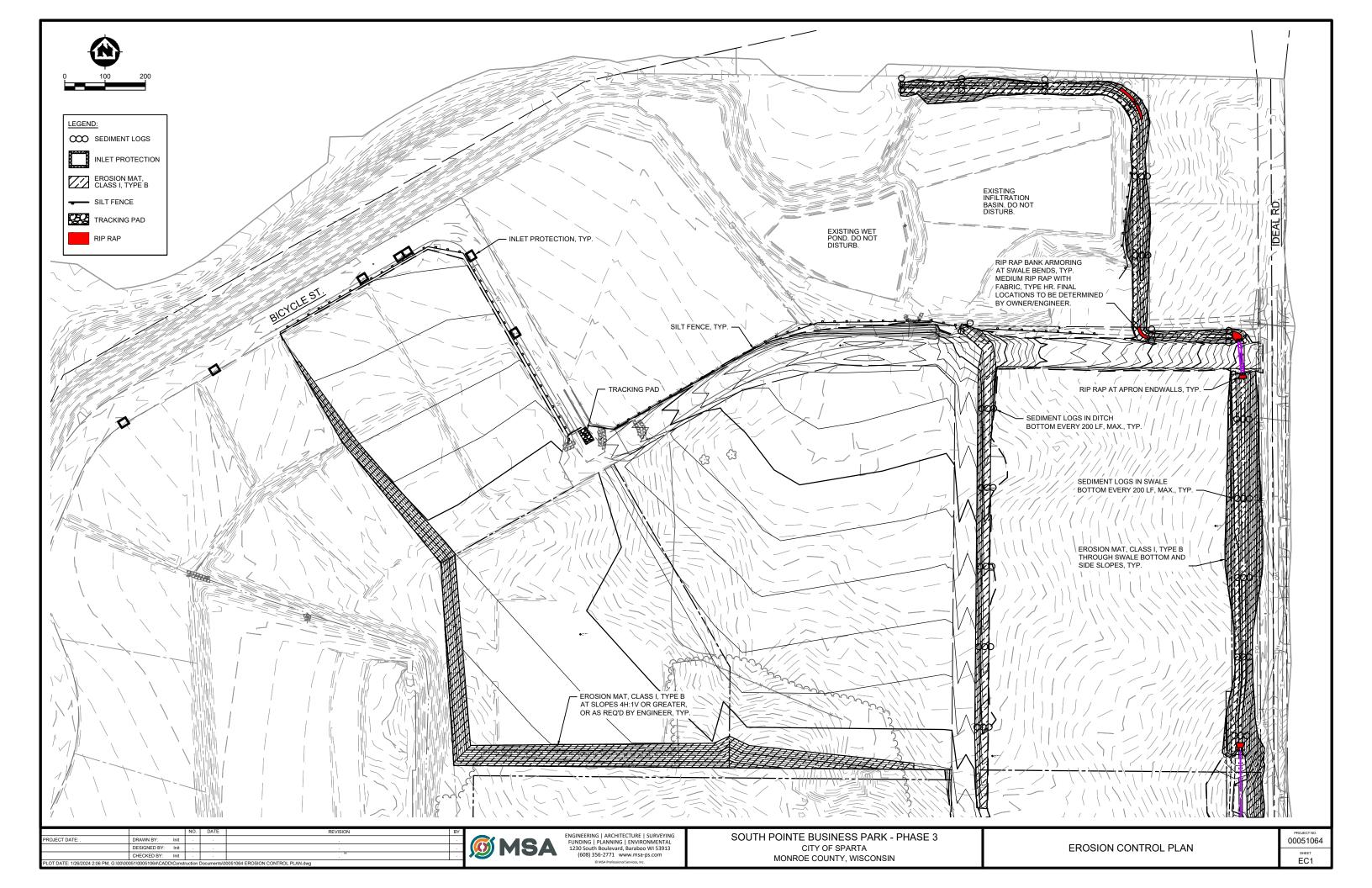
CONCRETE ECCENTRIC OR FLAT

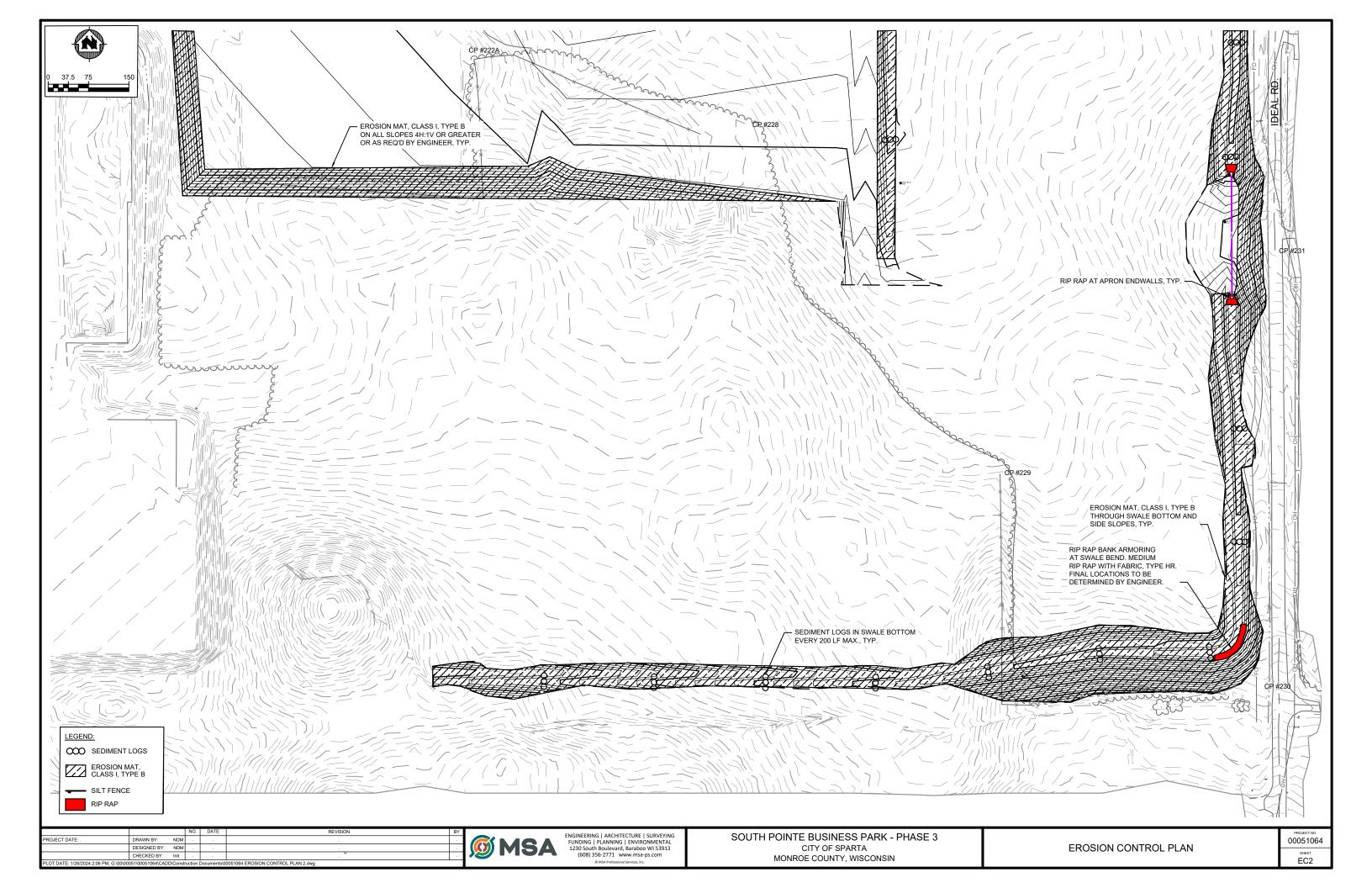
TOP (SEE "GENERAL NOTES")



PPROVED EQUAL.

SANITARY SEWER LATERAL DETAIL NO SCALE





CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS

1.) SECTION NR216.46 OF WISCONSIN STATE ADMINISTRATIVE CODE IDENTIFIES REQUIREMENTS FOR CONSTRUCTION SITE AND POST-CONSTRUCTION EROSION CONTROL. IT IS THE INTENT OF THESE PLANS TO SATISFY THESE REQUIREMENTS. THE METHODS AND STRUCTURES USED TO CONTROL EROSION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL IMPLEMENT AN APPROPRIATE MEANS OF CONTROLLING EROSION DURING SITE OPERATION AND UNTIL THE VEGETATION IS RE-ESTABLISHED. ADJUSTMENTS TO THE CONTROL SYSTEM SHALL BE MADE AS REQUIRED.

2.) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE WISCONSIN DNR'S CONSERVATION PRACTICE STANDARDS. THESE STANDARDS ARE PERIODICALLY UPDATED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND REFERENCE THE MOST RECENTLY RELEASED STANDARD.

3.) THE INFORMATION IS ONLY ONE PART OF THE OVERALL EROSION CONTROL REQUIREMENTS. ADDITIONAL REQUIREMENTS MAY ALSO BE SHOWN ON THE PLAN SHEETS AND IN THE ACCOMPANYING SPECIFICATIONS.

4.) ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE OWNER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.

5.) THE AREA OF EROSIVE LAND EXPOSED TO THE ELEMENTS BY GRUBBING, EXCAVATION, TRENCHING, BORROW AND FILL OPERATIONS AT ANY ONE TIME SHALL BE MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE FOR ANY DISTURBED AREA THAT REMAINS INACTIVE FOR GREATER THAN 7 WORKING DAYS, OR WHERE GRADING WORK EXTENDS BEYOND THE PERMANENT SEEDING DEADLINES. THE SITE MUST BE TREATED WITH TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING AND/OR MULCHING. ALL DISTURBED AREAS SHALL BE TREATED WITH PERMANENT STABILIZATION MEASURES WITHIN 3 WORKING DAYS OF FINAL GRADING

6.) ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF THE TIME 0.5 INCHES OF RAIN IS PRODUCED. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS. THIS APPROACH ACKNOWLEDGES THE DIFFICULTY OF WORKING IN WET CONDITIONS AS NECESSARY FOR PREVENTING THE IRRETRIEVABLE "FIRST FLUSH" OF SEDIMENT INTO ADJACENT WATERWAYS, DEGRADING WATER QUALITY AND FISH HABITAT.

7.) ALL EROSION CONTROL DEVICES SHALL BE PROPERLY INSTALLED PRIOR TO ANY SOIL DISTURBANCE. 8.) GRUBBING AND GRADING OPERATIONS SHALL BE PERFORMED IN PROPER SEQUENCE WITH OTHER WORK TO MINIMIZE EROSION

9.) ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.

10.) WIND EROSION SHALL BE KEPT TO A MINIMUM DURING CONSTRUCTION, WATERING, MULCH, OR A TACKING AGENT MAY NEED TO BE UTILIZED TO PROTECT NEARBY RESIDENCES AND WATER RESOURCES. 11.) CHANNELIZED RUNOFF FROM ADJACENT AREAS PASSING THROUGH THE SITE SHALL BE DIVERTED

AROUND DISTURBED AREAS. IF PRACTICAL

12.) THE CONTRACTOR SHALL TAKE ALL POSSIBLE PRECAUTIONS TO PREVENT SOILS FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEPT AND / OR SCRAPED (NOT FLUSHED) PERIODICALLY TO REMOVE SOIL. DIRT AND / OR DUST.

13.) EROSION CONTROLS SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF TEMPORARY STOCKPILES ANY SOIL STOCKPILE THAT REMAINS FOR MORE THAN 30 DAYS SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING. ALL STOCK PILES SHALL BE PLACED AT LEAST 75 FEET FROM STREAMS OR WETLANDS

14.) EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.)

a. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH

NDM

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DESIGNED BY: NDM

b. BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.

c. DISCHARGE OF TRENCH WATER OR DEWATERING EFFLUENT MUST BE PROPERLY TREATED TO REMOVE SEDIMENT IN ACCORDANCE WITH THE WONR CONSERVATION PRACTICE, STANDARD 1061 - DEWATERING OR A SUBSEQUENT WONR DEWATERING STANDARD PRIOR TO DISCHARGE INTO A STORM SEWER, DITCH, DRAINAGEWAY, OR WETLAND OR LAKE

15.) ALL DRAINAGE CULVERTS, STORM DRAIN INLETS, MANHOLES, OR ANY OTHER EXISTING STRUCTURES WHICH COULD BE DAMAGED BY SEDIMENTATION SHALL BE PROTECTED ACCORDING TO THE VARIOUS METHODS PROVIDED IN THE PRINTED CONSERVATION PRACTICE STANDARDS.

16.) ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE

17.) THE FIRST SIX WEEKS AFTER INITIAL STABILIZATION (E.G. PLACEMENT OF SEED AND MULCH, EROSION MAT, SOD) A DISTURBED AREA SHALL INCLUDE WATERING PROVISIONS OF ALL NEWLY SEEDED AND MULCHED AREAS WHENEVER 7 DAYS FLAPSE WITHOUT A RAIN EVENT

18.) WHEN THE DISTURBED AREA HAS BEEN STABILIZED BY PERMANENT VEGETATION OR OTHER MEANS, TEMPORARY BMP'S SUCH AS SILT FENCES, STRAW BALES, AND SEDIMENT TRAPS SHALL BE REMOVED AND THESE AREAS STABILIZED

19.) ALL TEMPORARY BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED UNTIL THE SITE IS STABILIZED. 20.) ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH SEED AND MULCH UNLESS

OTHERWISE SPECIFIED. A MINIMUM OF 4 TO 6 INCHES OF TOPSOIL SHALL BE APPLIED TO ALL AREAS TO BE SEEDED OR SODDED

2'-5" 22'-5"	

4.01

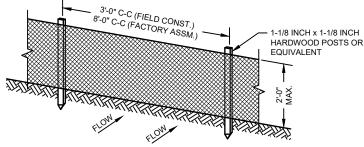
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND

- 2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. AND THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE BLANKET.
- 3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
- 4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"-5" (5 CM-12.5 CM) OVERLAP DEPENDING ON BLANKET TYPE.
- 5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE BLANKET WIDTH.

*IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.



FILTER FABRIC SEE SPECS UNDISTURBED GROUND FLOW MINIMUM 8 INCHES OF FABRIC IN A 4 INCH x 6 INCH TRENCH OR A 6 INCH DEEP V-TRENCH. TRENCH SHALL BE BACKFILLED AND COMPACTED. SECTION



PERSPECTIVE VIEW

GENERAL NOTES:

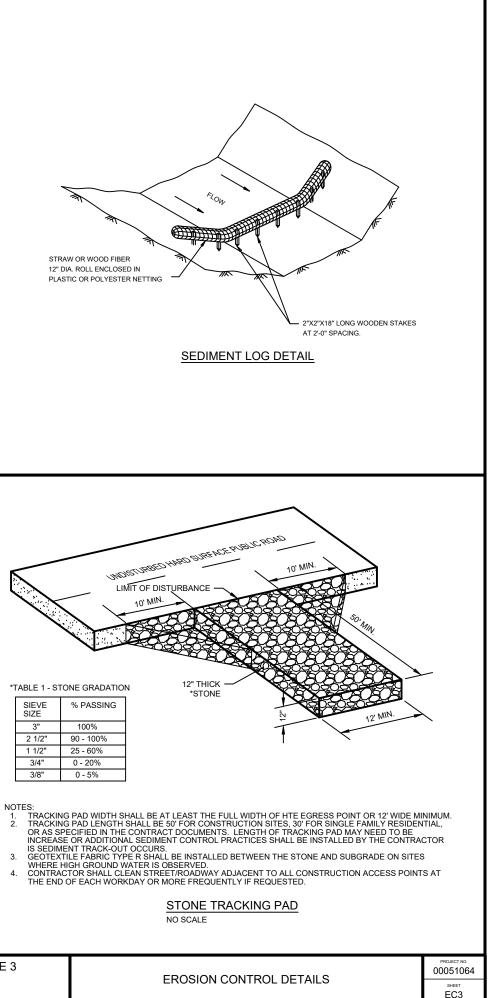
🗭 MSA

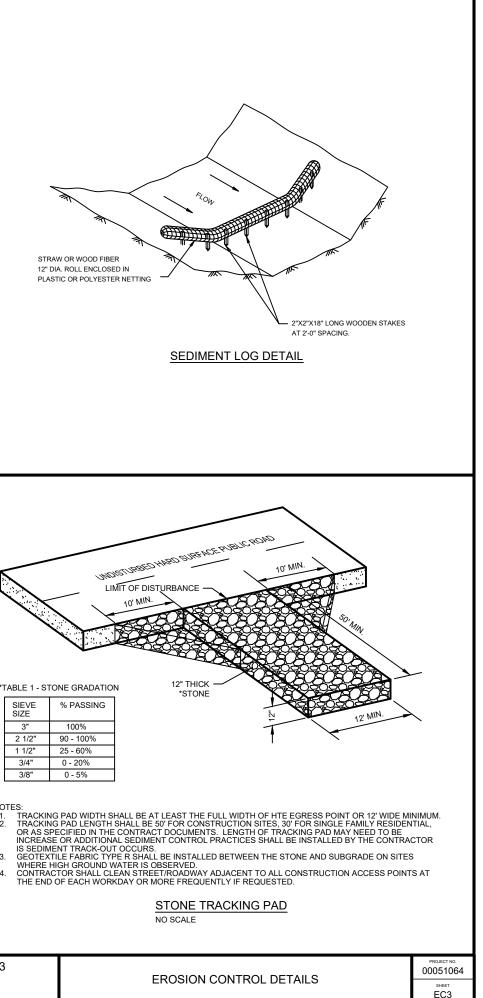
- ENDS OF FENCE SHALL BE TURNED UPSLOPE 1 TO 2 FEET IN ELEVATION TO PREVENT FLANKING.
- STAPLE FABRIC WITH 1/2 INCH (MINIMUM) STAPLES TO THE UPSLOPE SIDE OF THE POSTS.
- WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED. 3.

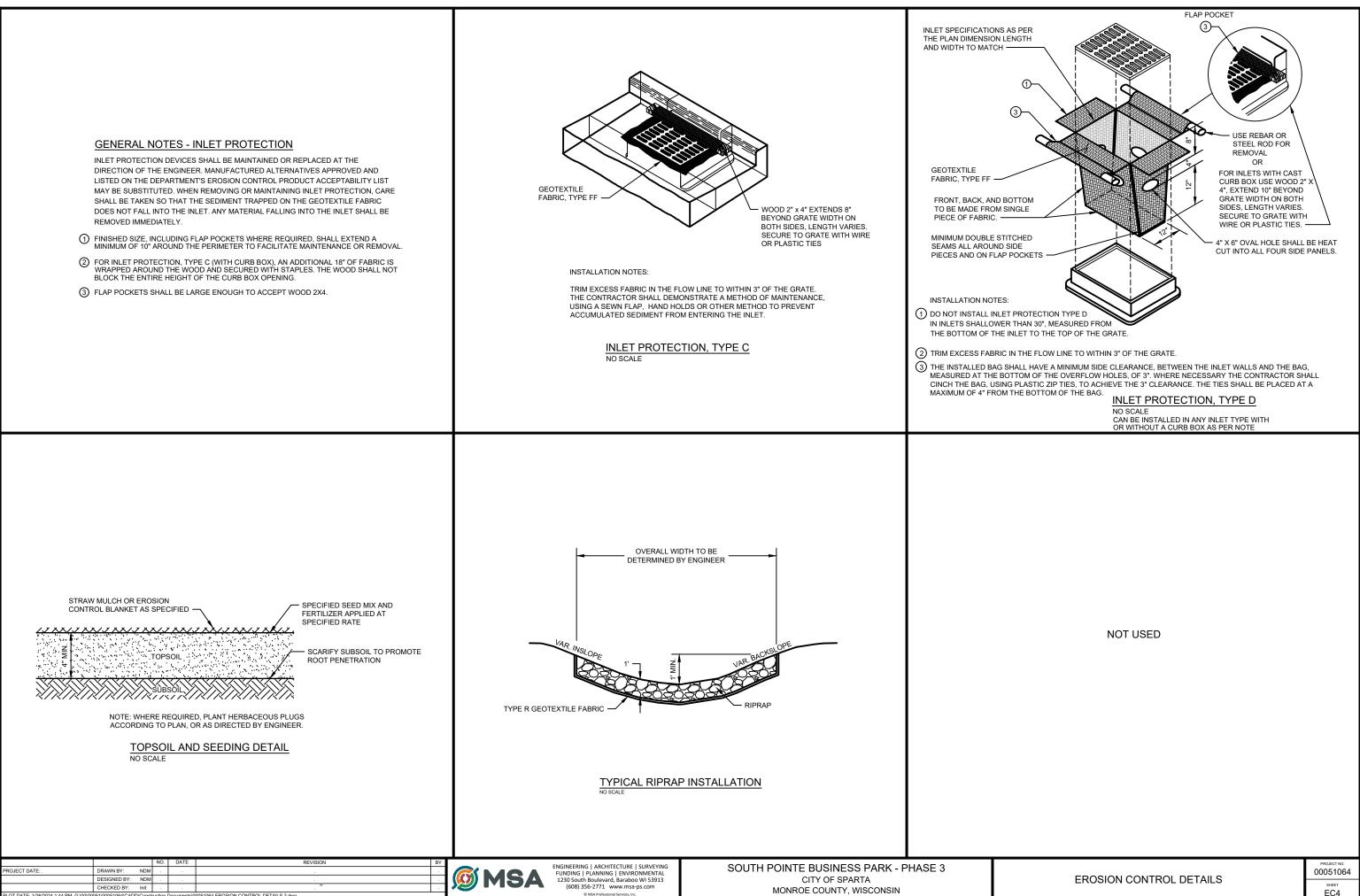
TYPICAL SILT FENCE INSTALLATION AT SITE PERIMETER DETAIL NO SCALE

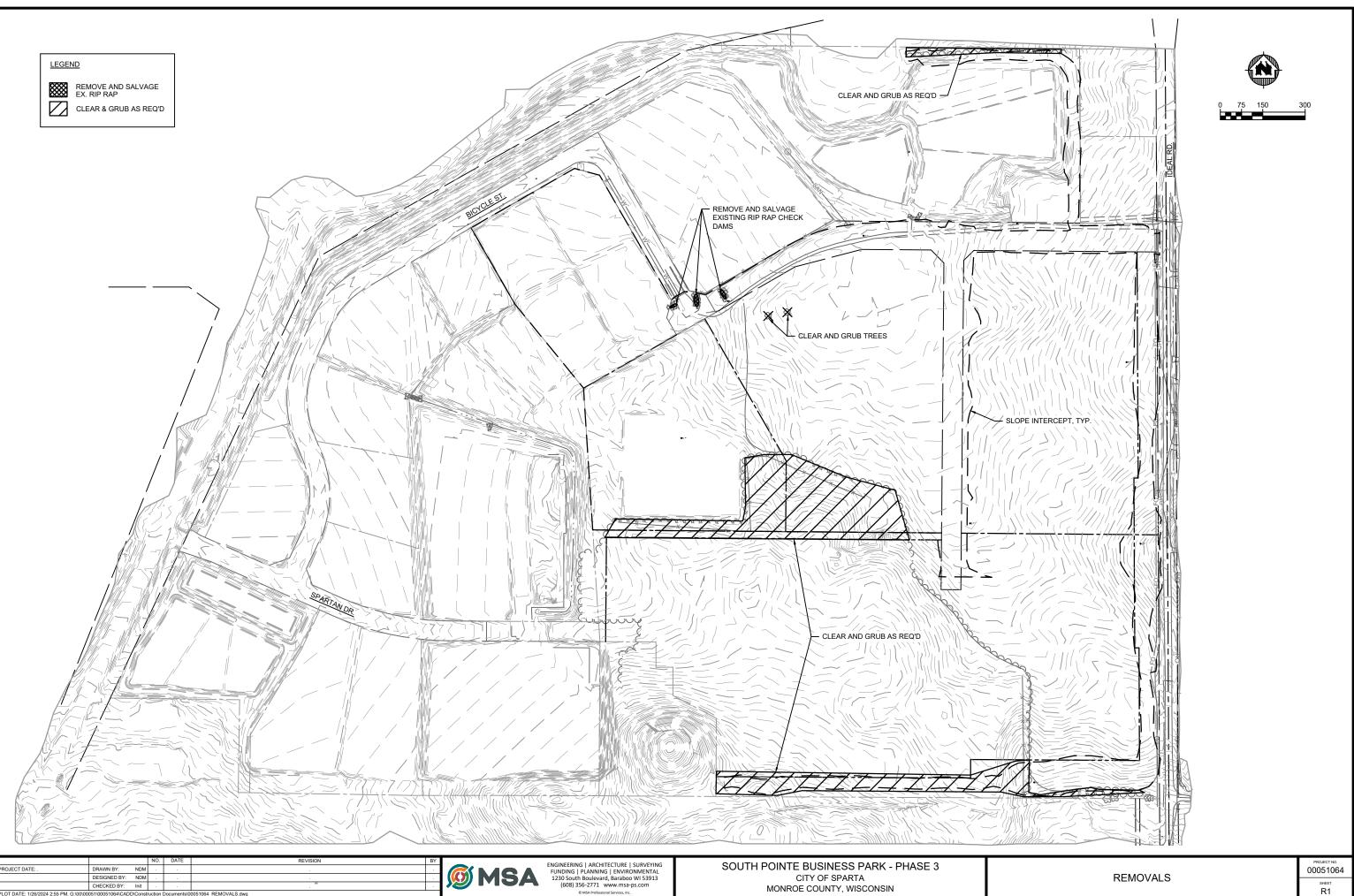
ENGINEERING | ARCHITECTURE | SURVEYING FUNDING | PLANNING | ENVIRONMENTAL 1230 South Boulevard, Baraboo WI 53913 (608) 356-2771 www.msa-ps.com

SOUTH POINTE BUSINESS PARK - PHASE 3 CITY OF SPARTA MONROE COUNTY, WISCONSIN



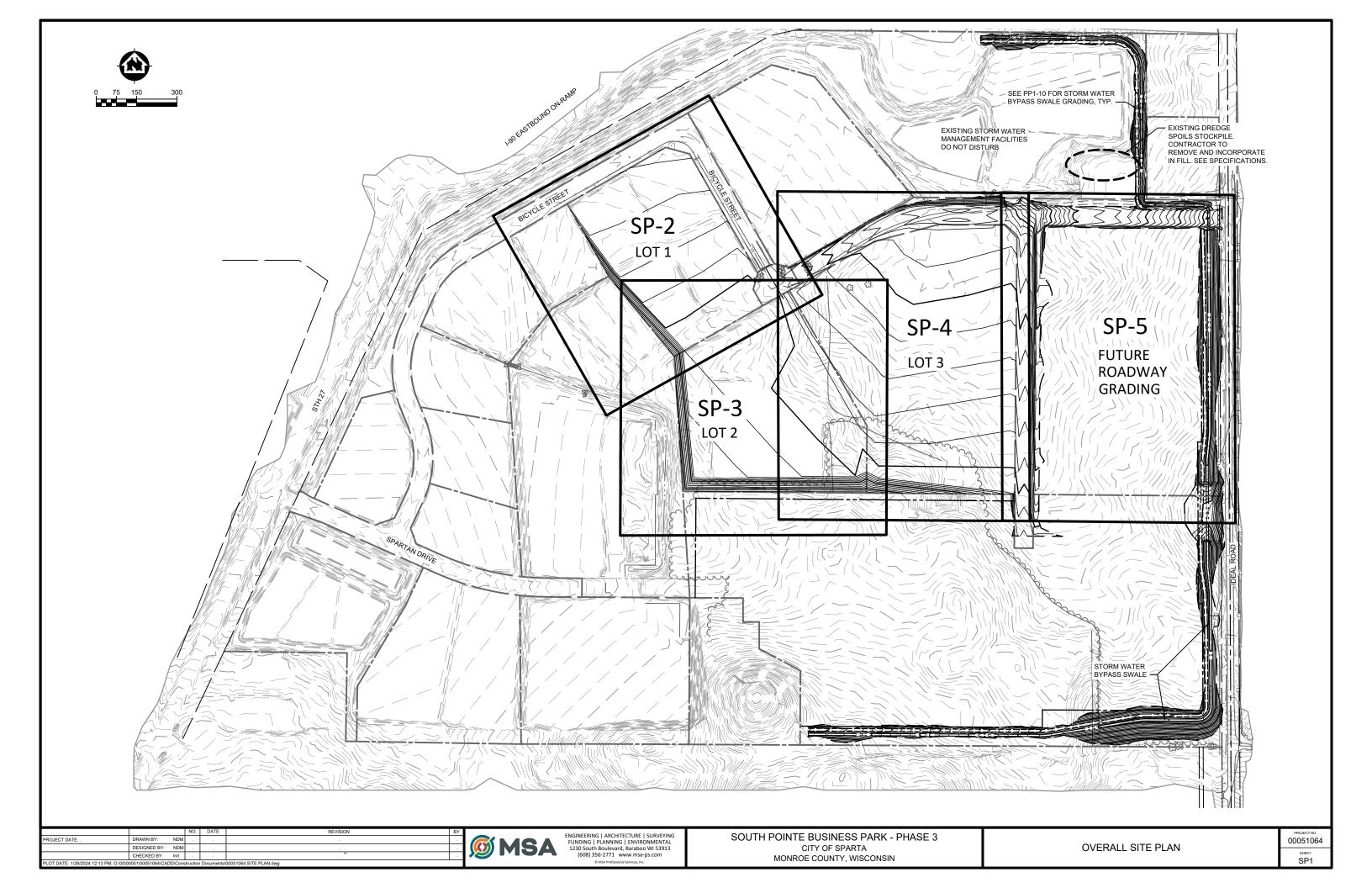


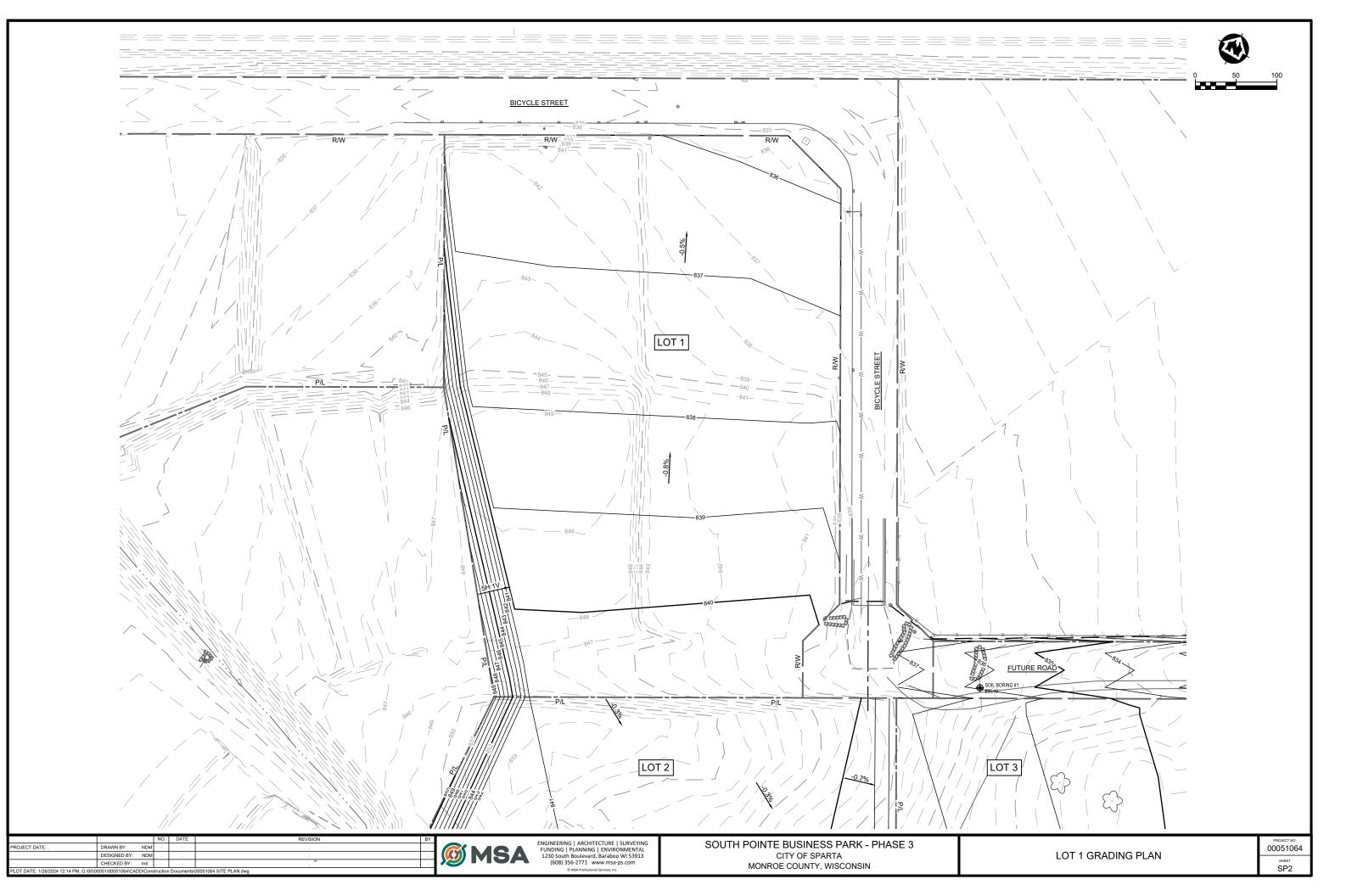


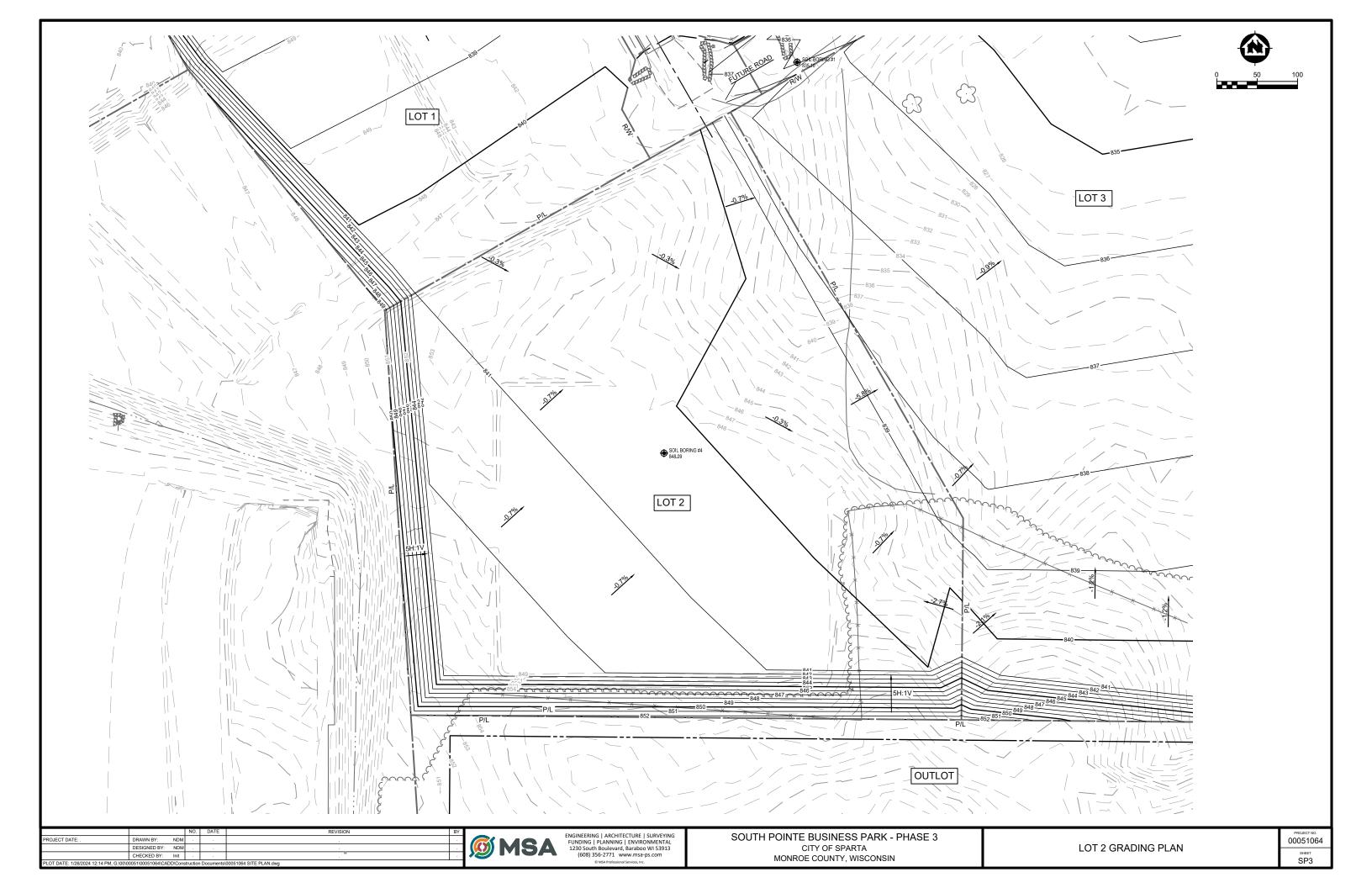


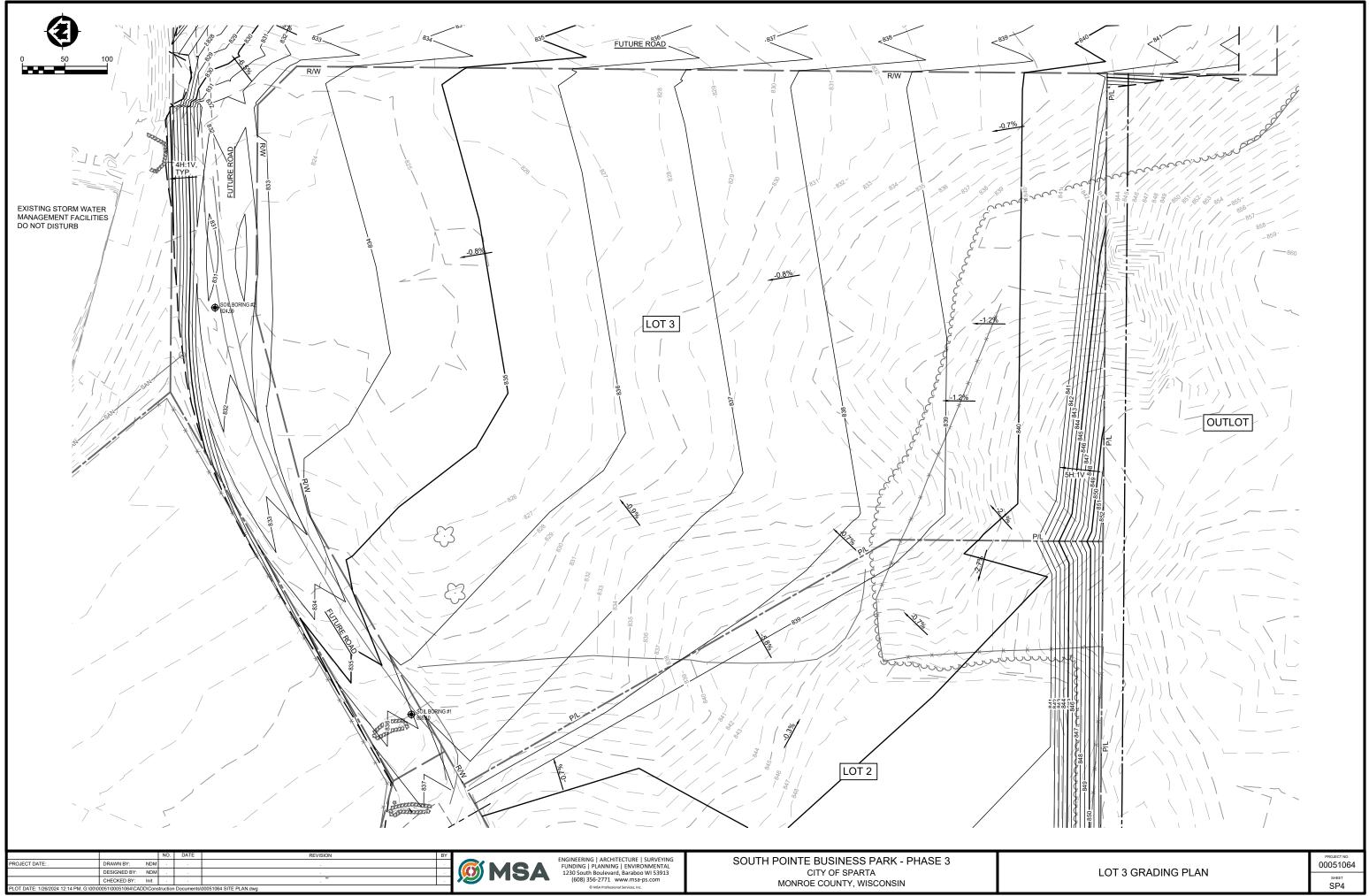
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CITY OF SPARTA MONROE COUNTY, WISCONSIN

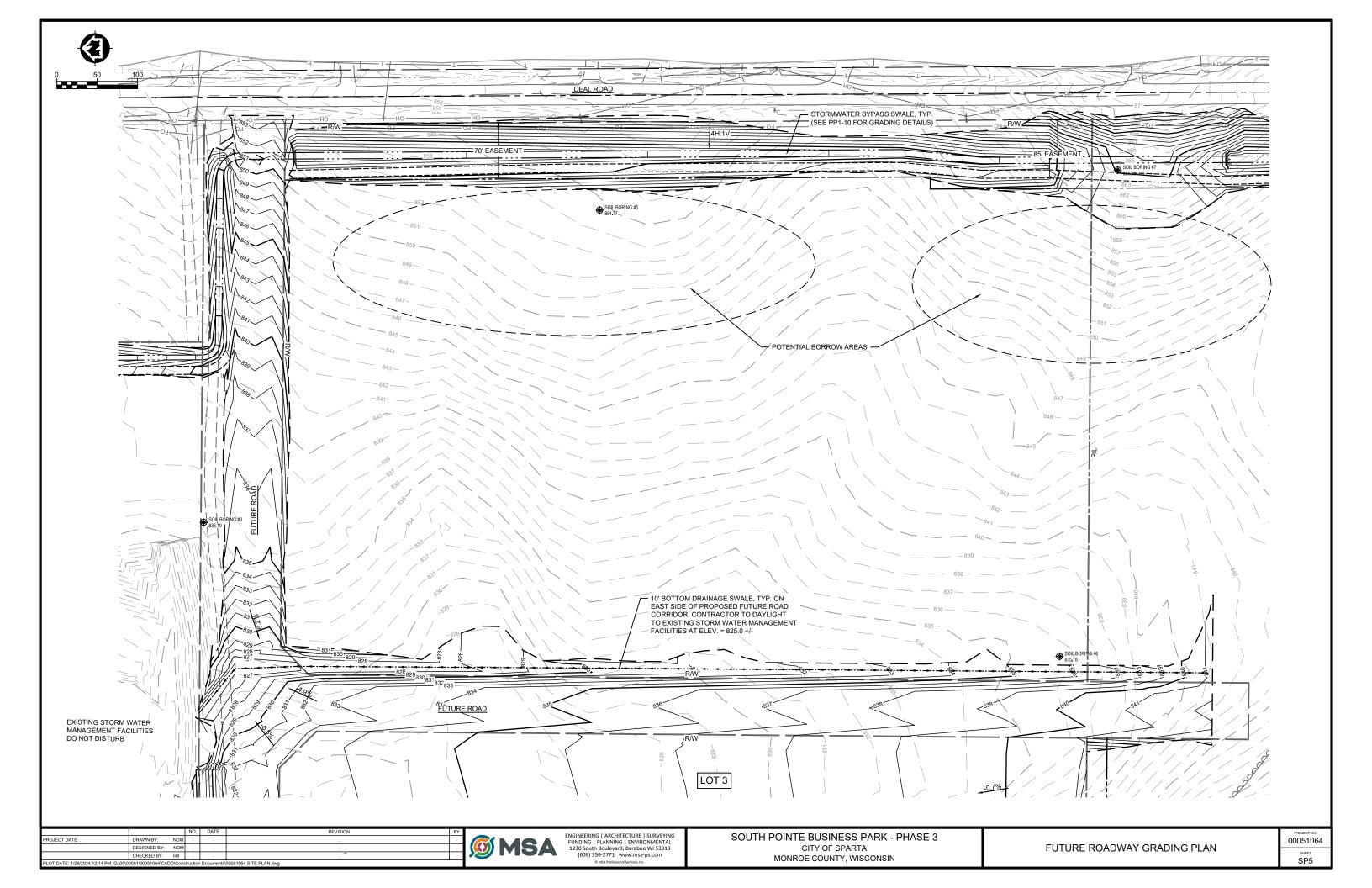


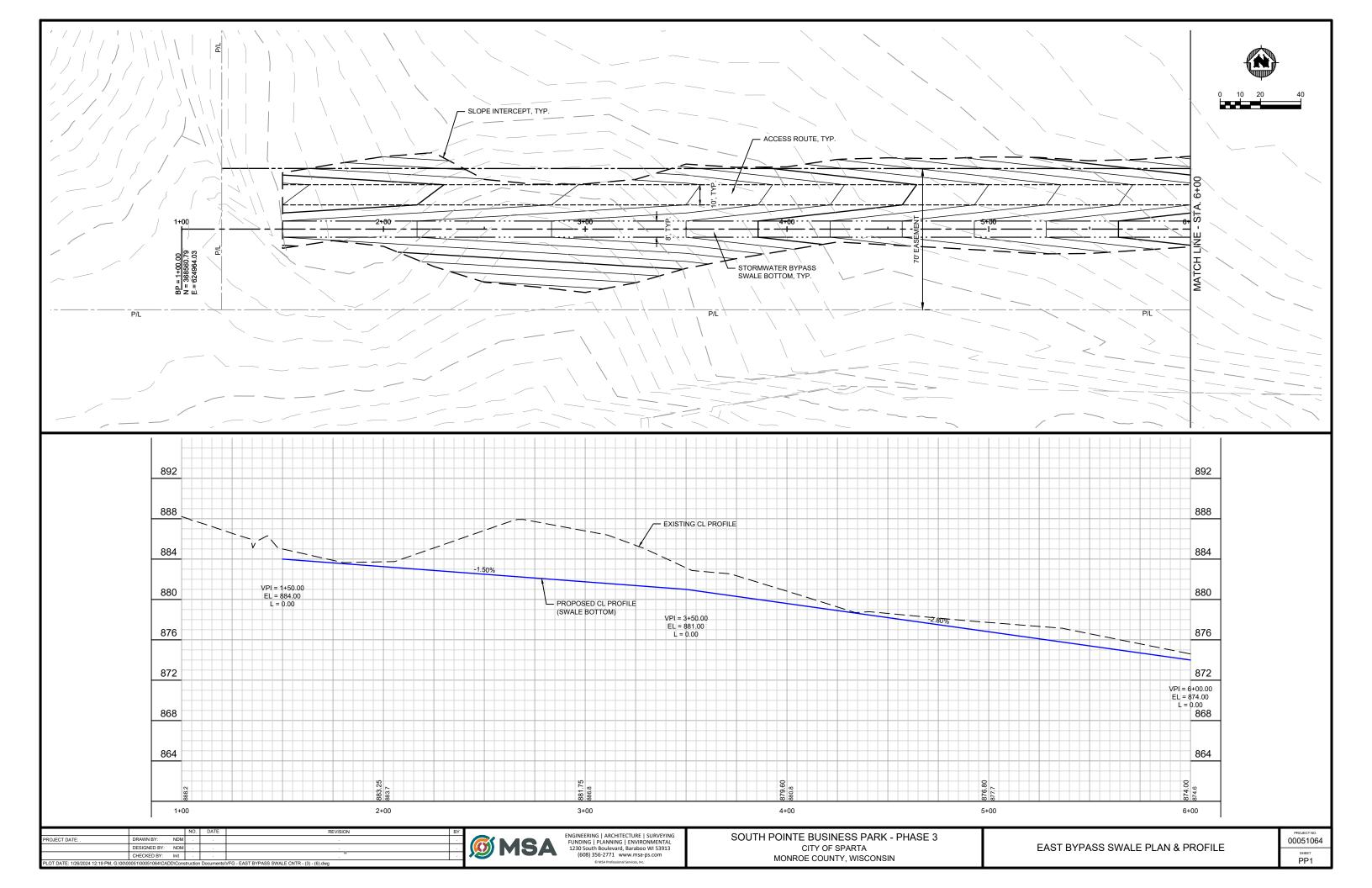


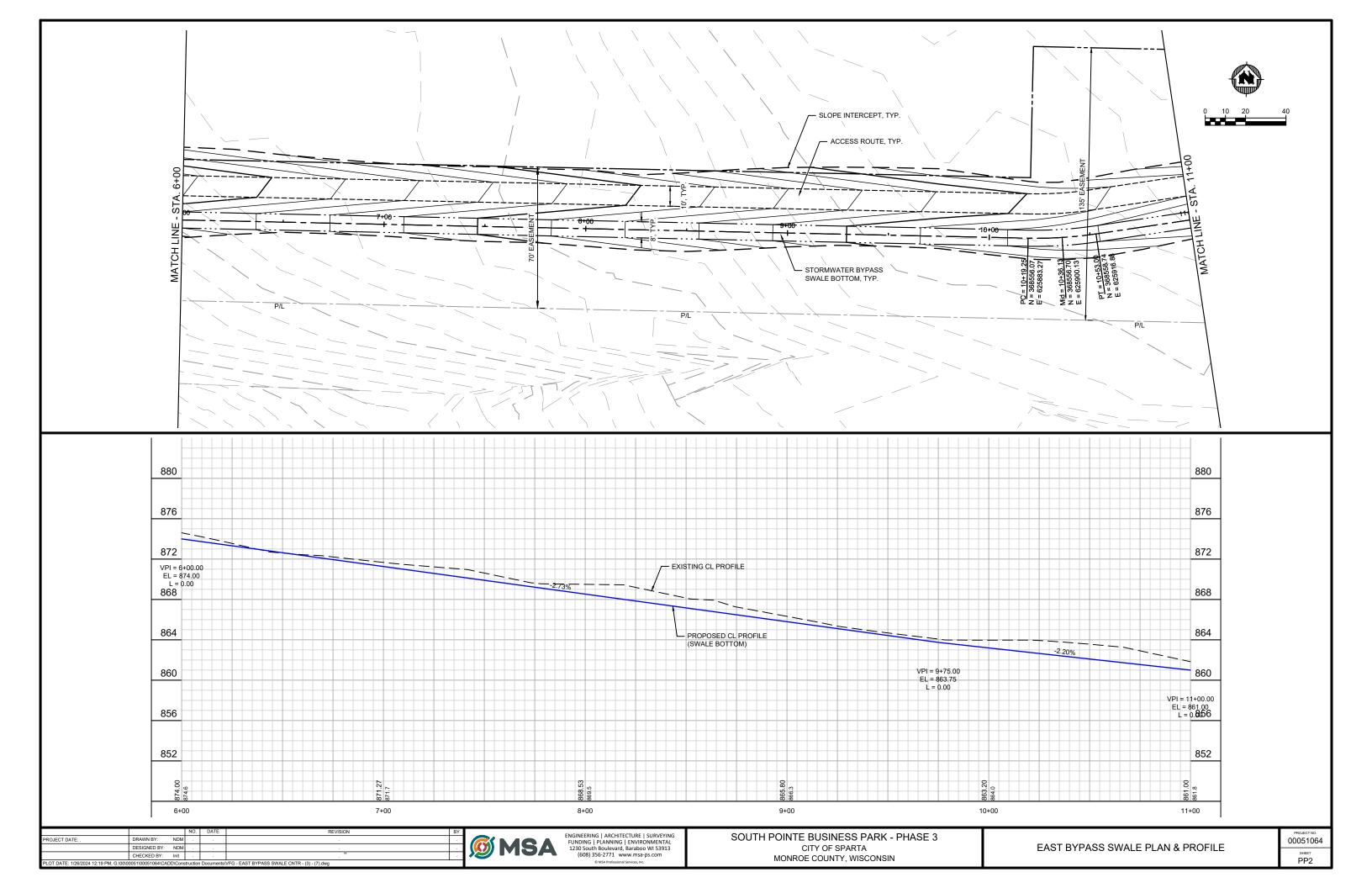


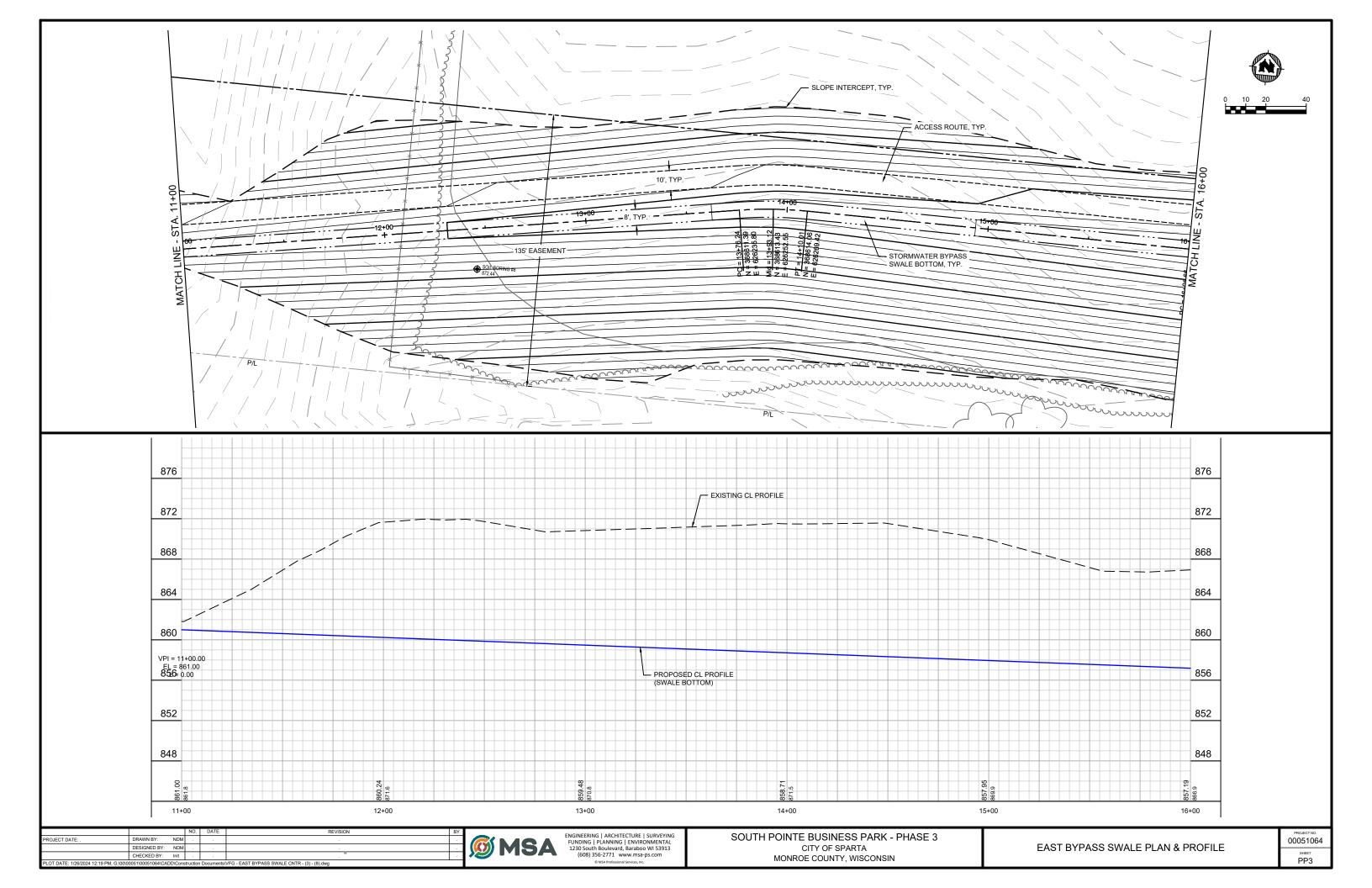


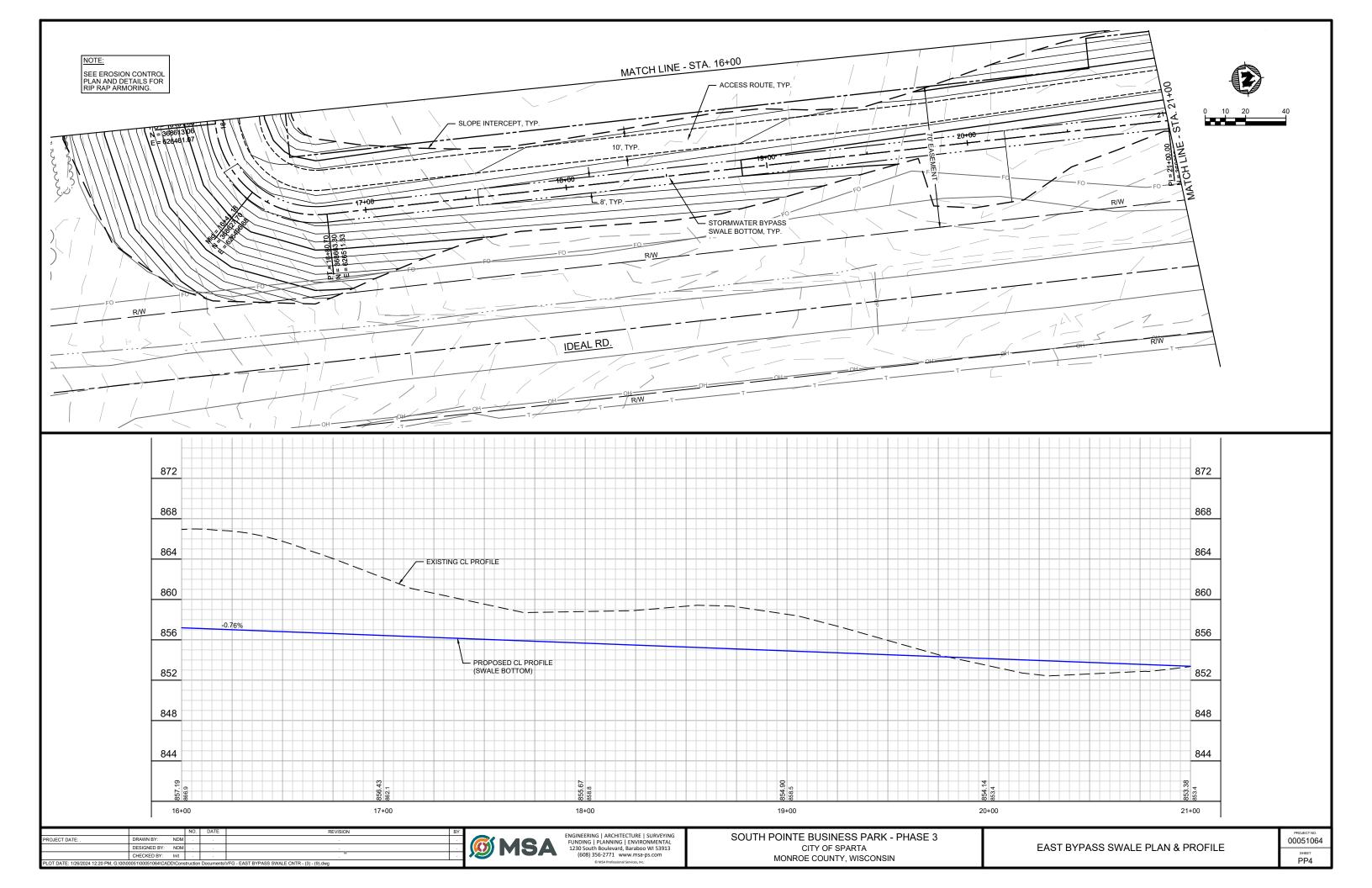
MONROE COUNTY,	WISCONSIN

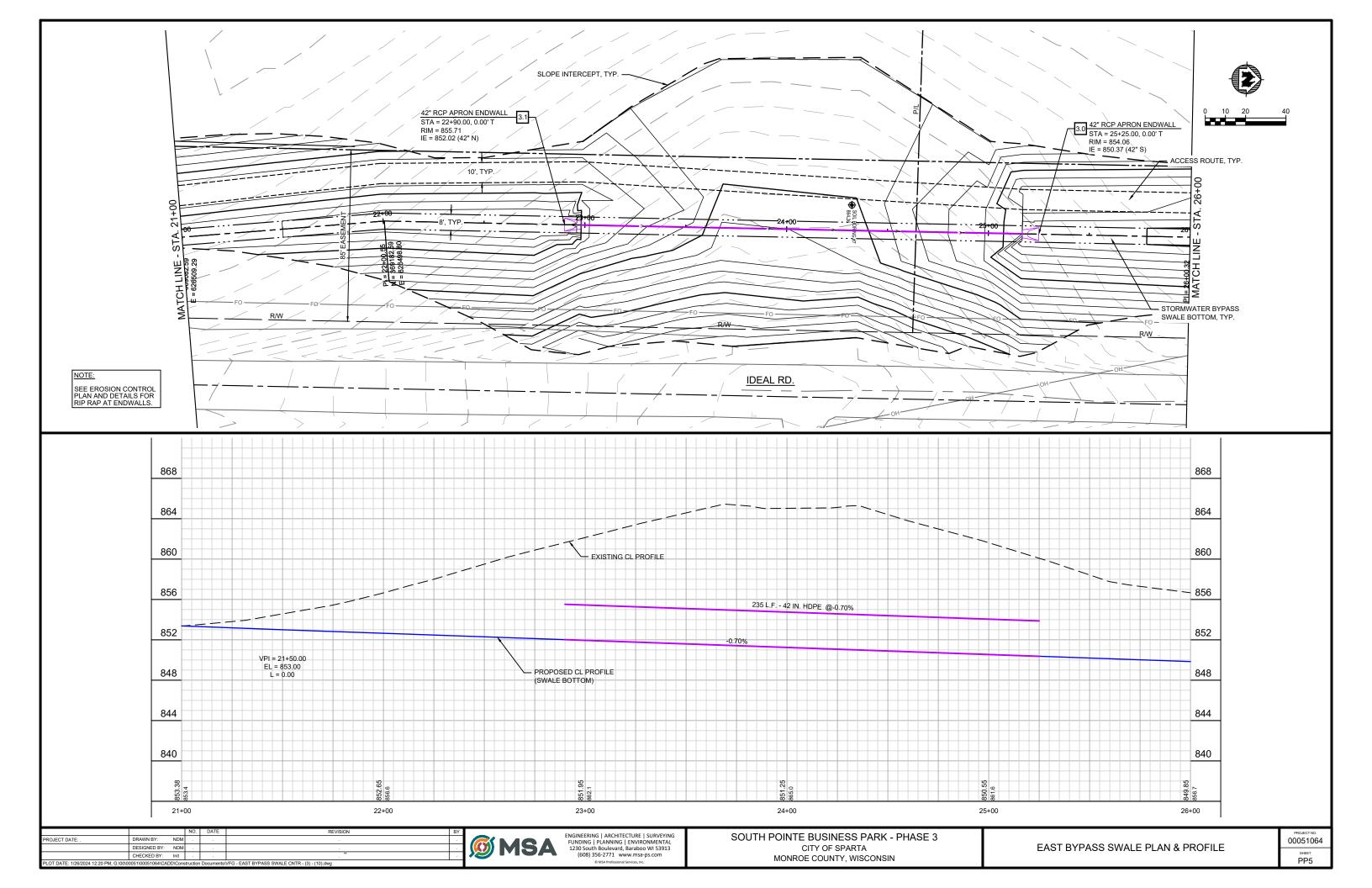


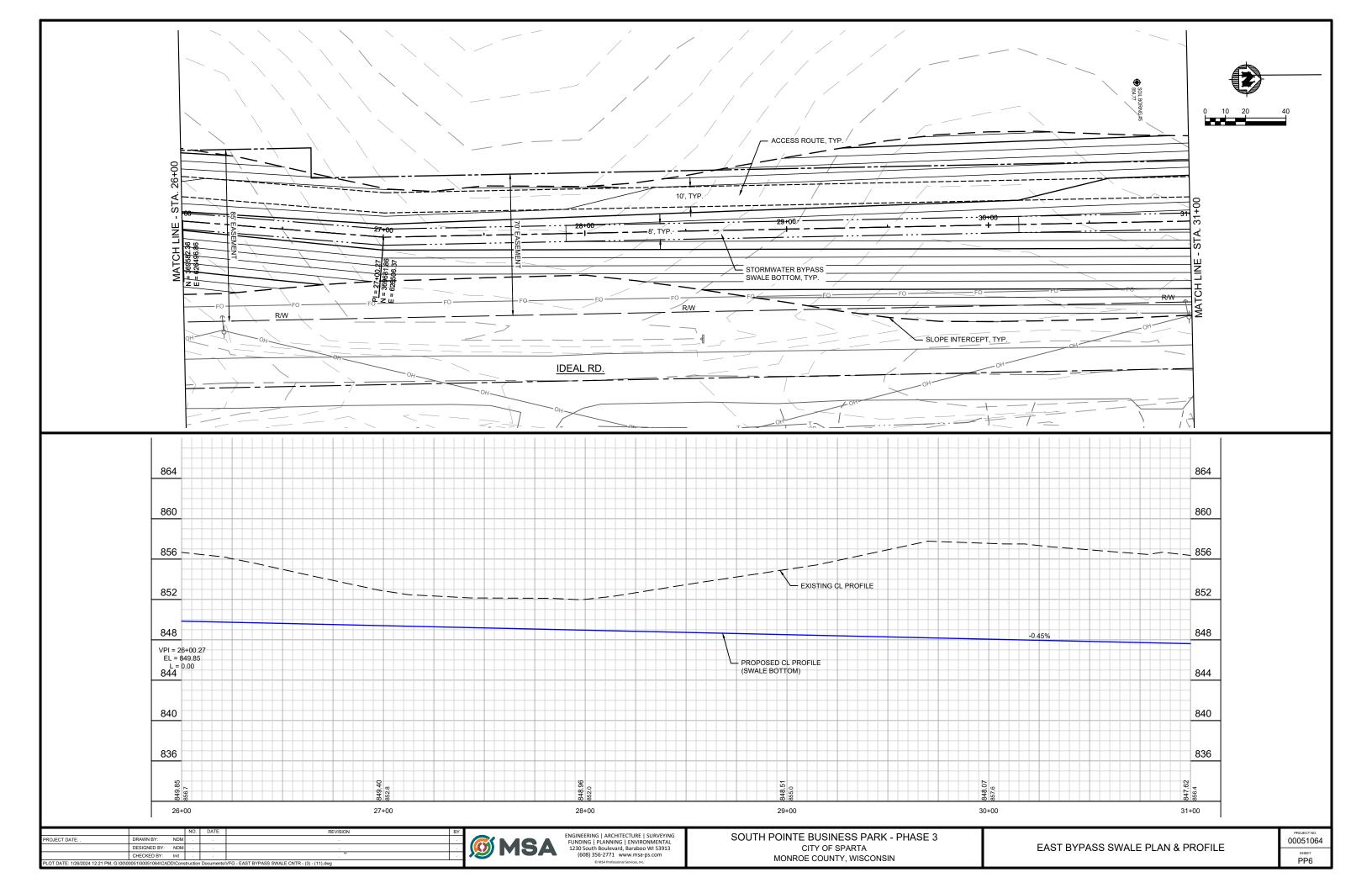


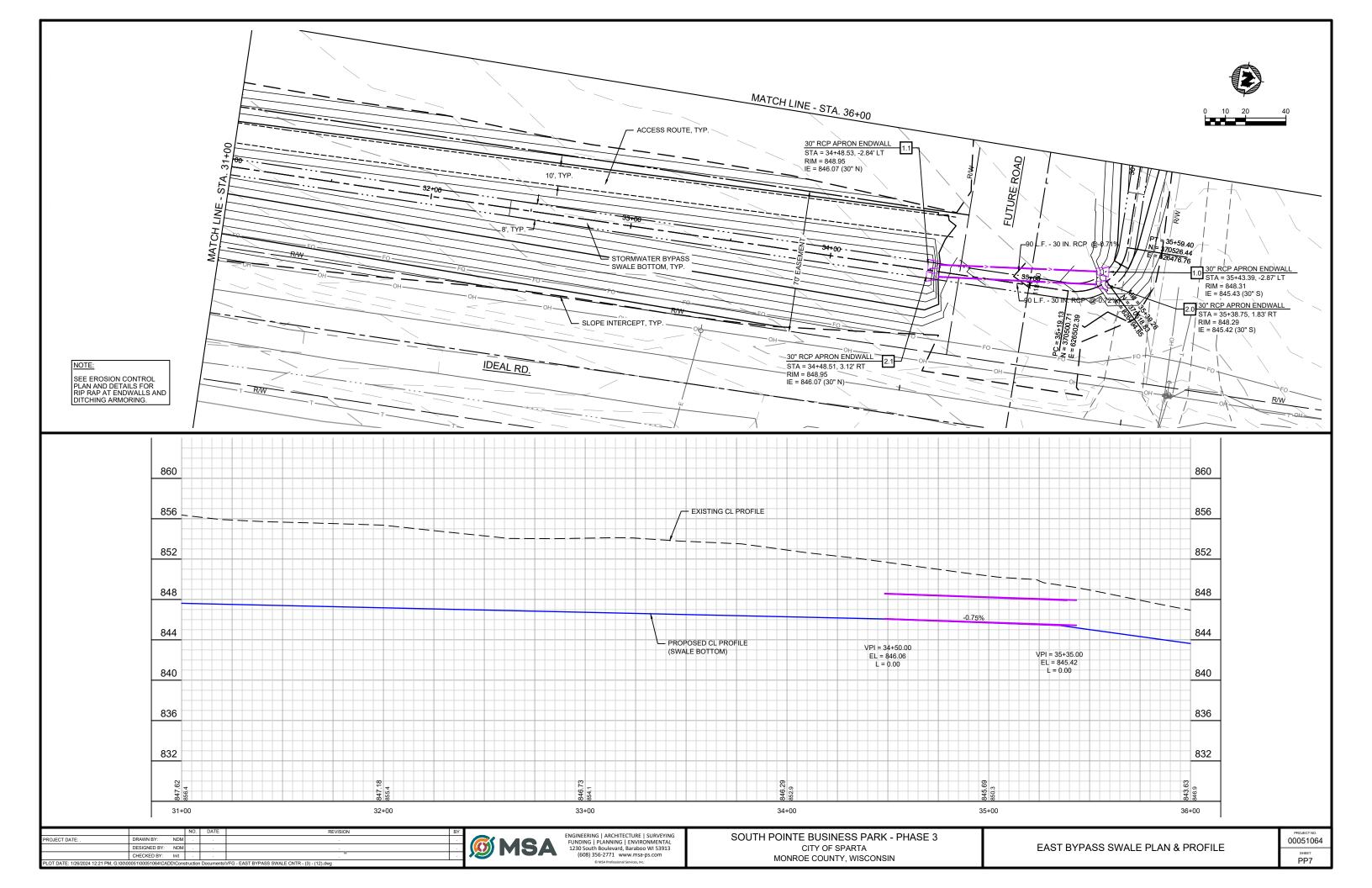


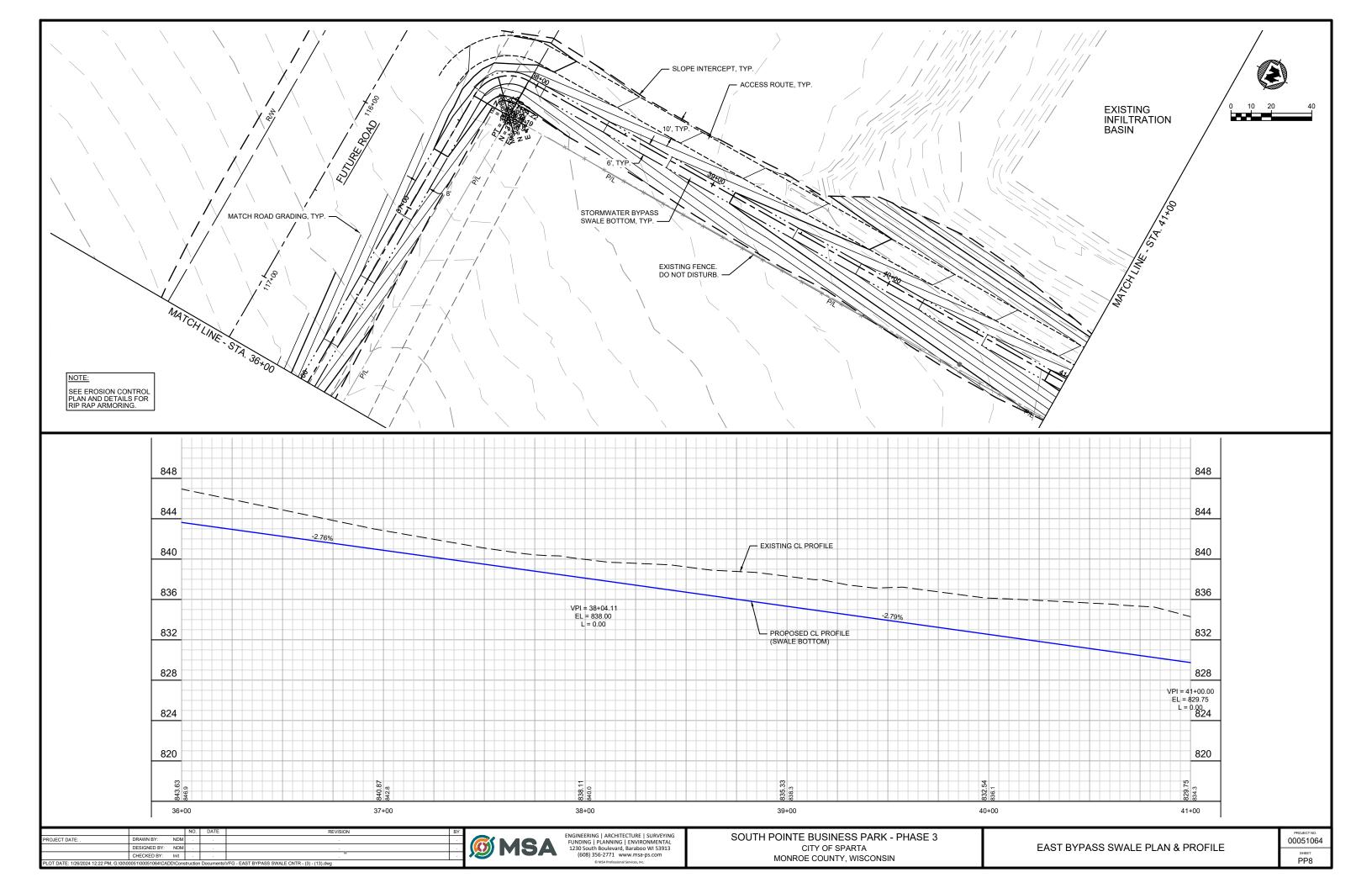


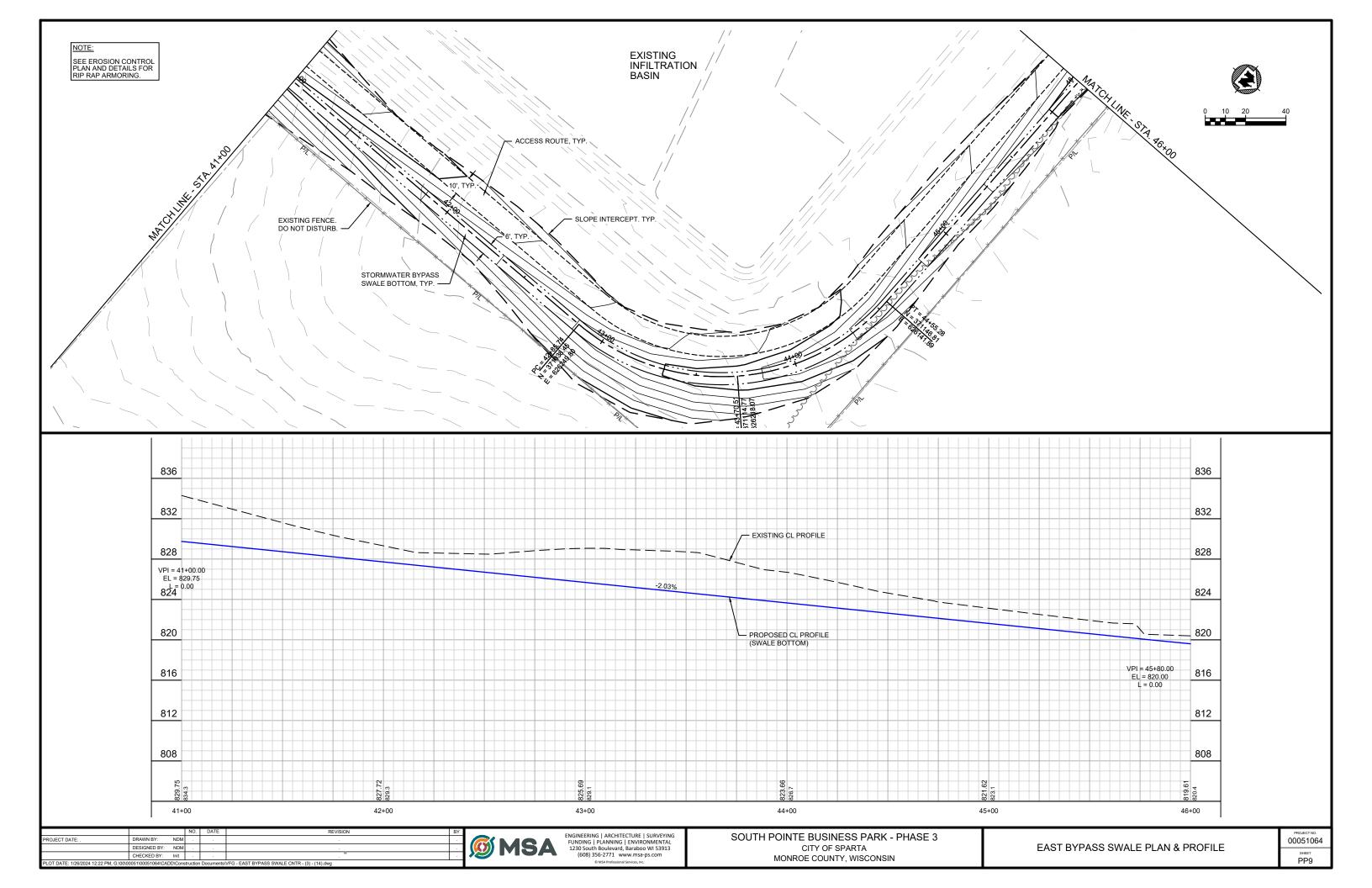


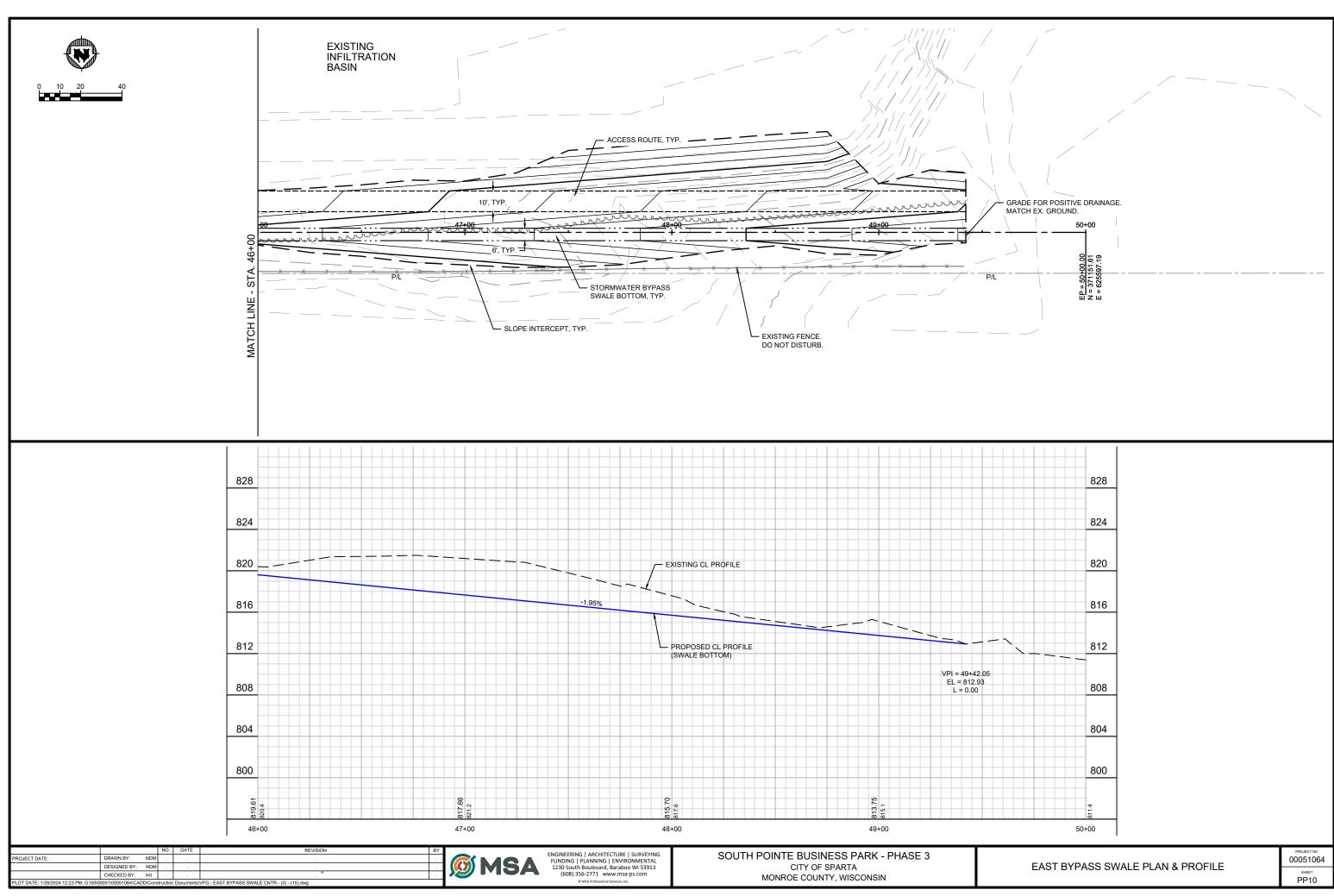


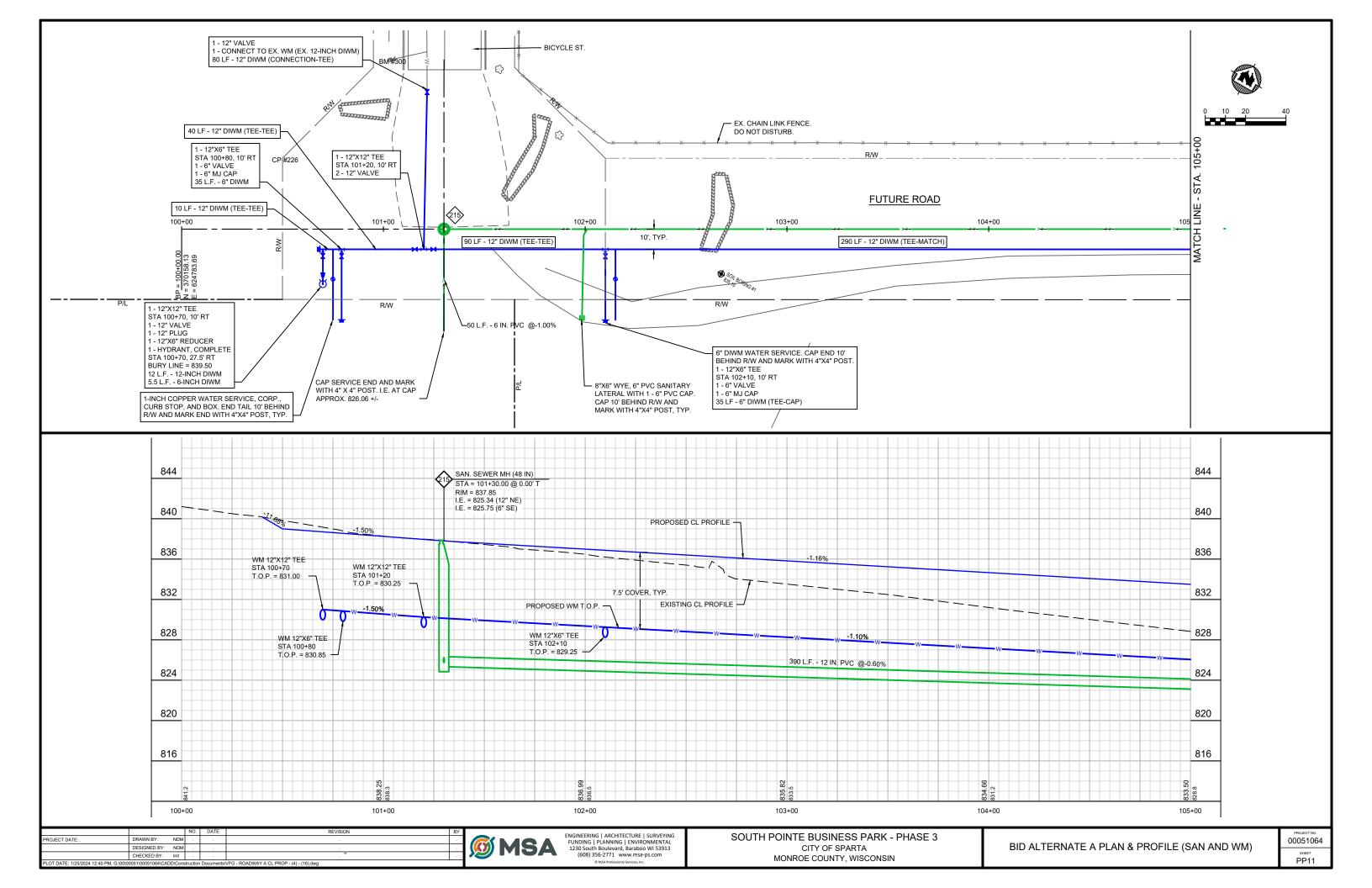


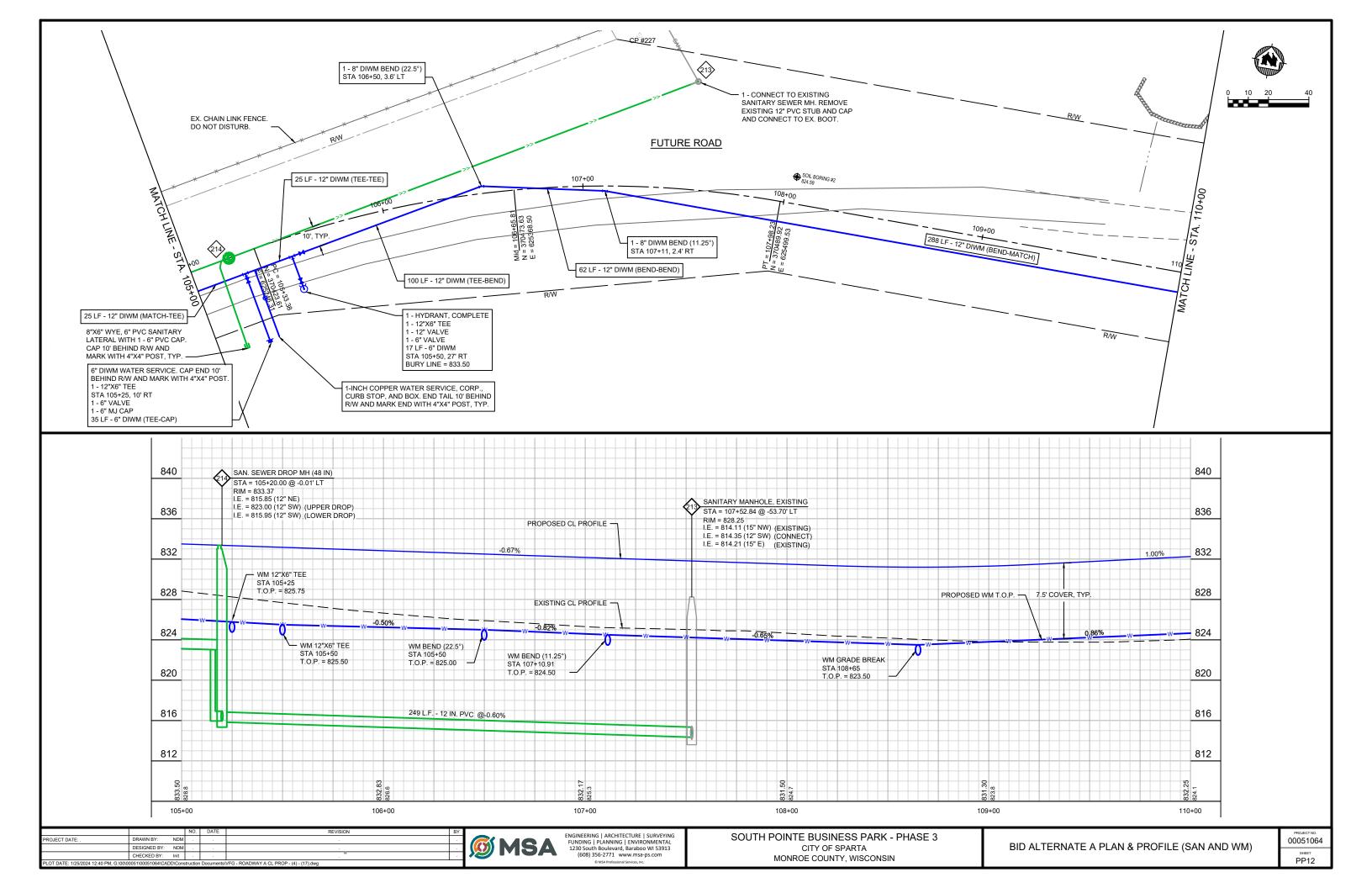


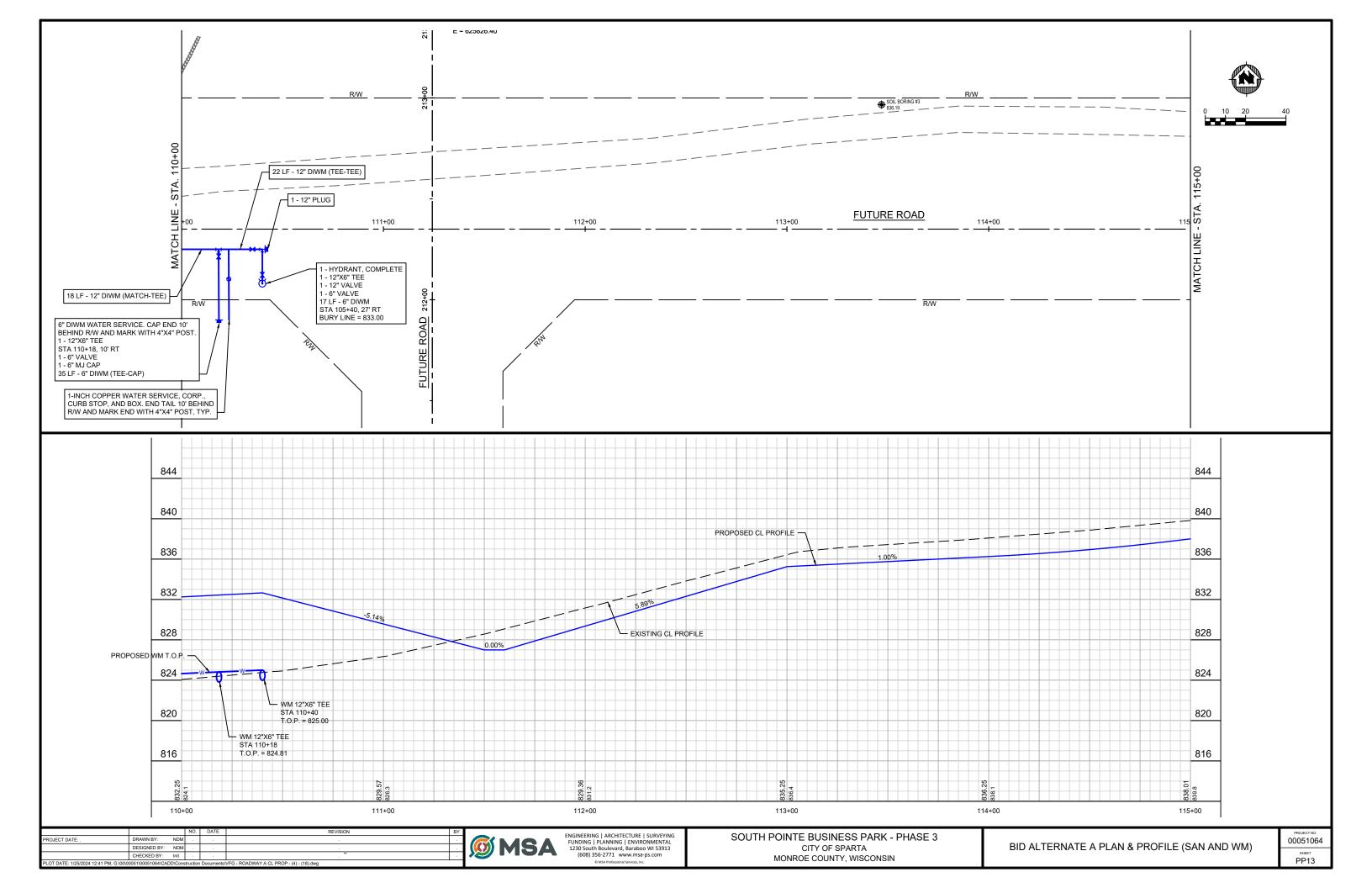












Funds Available to date	\$	387,000.00
Project	Estimate	d Cost
Evans-Bosshard Parking Lot	\$	100,000.00
Memorial Park Parking Lot	\$	10,000.00
Playground Equipment	\$	90,000.00
Highland Meadows Storm Water Project	\$	75,000.00
Morse Street Storm Water Project	\$	75,000.00
Concrete Pad -Evans Bosshard Park	\$	10,000.00
Pickleball Courts	\$	200,000.00
Hockey Rink Improvements	\$	300,000.00
	\$	860,000.00

City Administration Report February 2024

City Projects & Information

-Design for phase three of South Pointe completed and ready for bid.

-Installed camera system in Beaver Creek Square due to continuing vandalism.

-Working on engineering for water service to contaminated wells at old landfill

-Library construction continuing with steel framing being installed.

Budget

2024 budget mill rate \$5.01.

Financial

-Financial report attached for January.

Economic Development

-ALDI finishing grand opening February 22. Please let us know if you wish to attend so we can respond.

-Circle K starting soon in South Pointe

-Working on water service engineering and plans for construction to Page Development after TID approval

-Still working on engineering and planning for Biondo Properties off Avon Road

-Economic activity has increased significantly. Hopefully we are able to close on some of these prospective businesses.