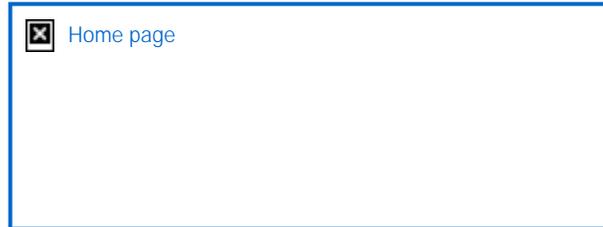


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### **An error has occurred.**

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Please use this number to reference this error: **7072de2c-972f-4d9a-82da-a53d4d363576**

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 Lodi Wisconsin

## Contact Us

- 130 S. Main Street  
Lodi, WI 53555

Phone: [608-592-3247](tel:608-592-3247)

Fax: 608-592-3271

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**PLEASE TAKE NOTICE** that there will be a City of Lodi Plan Commission meeting held on **Tuesday, October 07, 2025 at 6:00 pm** in the Council Room, City Hall, 130 South Main Street, Lodi, WI.

In-person attendance is limited due to social distancing protocols and masks are encouraged. Virtual attendees interested in speaking must register on the City's website 24 hours prior to the meeting start time.

**Virtual Meeting Access:**

**Plan Commission Minutes**

**1. Call To Order**

*Rich Stevenson called the meeting to order at 6:00 pm.*

**2. Virtual Etiquette Announcement**

**3. Roll Call**

*Commission members present: Peter Tonn, Ann Groves Lloyd, Dennis Crow, Sr., Rich Stevenson, Nick Strasser, Mike Goethel*

*Commission member excused absence: Jessica Clark  
Staff present: Brenda Ayers – City Administrator*

**4. The Pledge Of Allegiance**

**5. Public Input**

*None*

**6. Approve Minutes from August 12, 2025 Meeting.**

*Motion to approve by Strasser, seconded by Crow, Sr. Motion Passed 6-0.*

**7. Discuss and consider Architecture Design Review (Major Project) for 102 Industrial Park Rd, Parcel 11246-704.05.**

*Tremlett went through the staff report. Tonn made a motion, seconded by Groves Lloyd, to approve with removal of cold storage from the staff report.*

**8. Discussion on limited to no regulations on visibility into businesses through frosting of glass, substantial tinting of glass and window signage.**

*Tremlett discussed a recent sign review and lack of standard regarding visibility into businesses. Several members discussed other businesses downtown that have things in the window or inside the window that block visibility. Tonn noted it makes sense to him that the code does restrict the amount of window signage but does not think they want to police the amount of tint on the windows. All agree that the current standard is sufficient. No further request to amend the ordinance on this matter.*

**9. Update and Discussion on Zoning Administrator Report** (zoning inquires or permits approved since the last meeting, on-going City project updates, and requests for future agenda items).

*Tremlett went through the monthly report, dated October 2<sup>nd</sup>.*

**10. Adjourn**

*Motion to Adjourn by Groves Lloyd, seconded by Strasser. Motion carries 6-0. Meeting adjourned at 6:19 p.m.*

*Drafted by:*

*Steve Tremlett (Zoning Administrator)*

**To:** Lodi Plan Commission  
**From:** Stephen Tremlett, AICP, Zoning Administrator  
**Subject:** Certified Survey Map, Parcel # 770.902 (Zero-lot-line Duplex)  
**Date:** February 26<sup>th</sup>, 2026

**Request**

Applicant Barry Bodendein is requesting approval of a CSM for Parcel # 770.902, 638 Sunset Drive, to create a zero-lot line duplex. *Note: this building is under construction currently.*

Refer to attached application.

**Background Information**

This lot (shown below in red) is located at the corner of Sunset Dr. and Dale Dr. and is currently being developed by property owner Iron Gate Instruments LLC. The property is zoned R-3 (Multiple-Unit District). The applicant’s proposal is to split the parcel at the common wall (identified below by the green dashed line). The new lots would be approximately 0.25 acres each, with 72 feet of frontage per lot on Sunset Drive. The units will be roughly 1,650 feet in floor area.



- Zoning**
- R-1: Single Family
  - R-1A: Single Unit
  - R-1B: Single Unit
  - R-1C: Single Unit
  - R-2: Single and Two Family
  - R-3: Multi-Family
  - PUD

**Applicable Zoning & Development Code Regulations**

- Chapter 300-12, Subdivision of Land, Certified Survey Maps.
- Chapter 340-29, R-3 Multiple Unit District.
- Chapter 340-66.1, Zero-lot-line dwelling unit construction.

---

### **Consistency with the City's Comprehensive Plan**

The City's Future Land Use Map identifies the area as Neighborhood Residential. No comprehensive plan amendment is necessary to approve this application.

### **Impacts to Adjacent Properties**

None identified, as this will not change the intended function or use of the property.

### **Consistency with the City's Zoning and Subdivision Code**

The parcel is zoned R-3 Multiple Unit District, which allows ZLL (Zero-lot-line) duplexes as a permitted use. For 'Zero-Lot-Line' Duplex Lots, the following minimum standards apply and are met by the proposed CSM:

1. (MET) Minimum Lot Area: 4,500 Square Feet (per unit)
2. (MET) Minimum Lot Width: 42.5 Feet (per unit)
3. (MET) Minimum Setbacks
  - a. Front Yard: 20 Feet
  - b. Rear Yard: 25 Feet
  - c. Side Yard: 6 ft, except 0 feet on common wall
4. (MET) Minimum Floor Area Per Unit
  - a. 2+ Bedrooms: 1,000 Square Feet

For Zero-lot-line developments in all zoning districts, Lodi requires the developer to provide a signed agreement in recordable form between the owners of record specifying the following:

1. Maintenance standards for the common walls.
2. Maintenance and replacement standards for all exterior surfaces of the building.
3. Agreement to maintain a neat and harmonious appearance over time.
4. Maintenance standards for any common features.
5. Restrictions against construction of detached single-unit residences on any of the affected lots in the event either or all sides of the zero-lot-line constructed dwelling are destroyed.
6. Language ensuring the agreement may not be terminated, amended or otherwise altered without the approval of the Common Council.

The Applicant stated they will provide a draft 'Declaration of Covenants' prior to the meeting. Once the agreement is determined to meet all the conditions above, it will be signed and recorded along with the Certified Survey Map.

### **MSA Recommendation**

If the Plan Commission recommends the Common Council approve the CSM, MSA recommends the following conditions as part of said approval:

1. The Certified Survey Map shall be recorded with the Declaration of Zero Lot Line, Maintenance and Restrictive Duplex Covenants at Columbia County Registry of Deeds. Such written agreement shall provide that it may not be terminated, amended or otherwise altered without the approval of the Common Council. Said agreement shall be subject to **City Attorney** approval and be recorded by the developer against all affected properties and continually maintained by the property owners.

Sincerely,  
MSA Professional Services, Inc.



Stephen Tremlett, AICP  
Zoning Administrator

# City of Lodi Land Division Application

◆ 130 South Main Street, Lodi, WI 53555 ◆ Phone (608) 592-3247 ◆ Fax (608) 592-3271 ◆ [www.cityoflodi.us](http://www.cityoflodi.us) ◆

**Land Division Application:**

- Applicants are encouraged to present a preliminary sketch plan to the Plan Commission for discussion prior to commencing professional services for the creation of a Certified Survey Map or preliminary plat.
- Requires this form be submitted with the **application fee** to the City Clerk (*See Fee Schedule Outlined in Checklist Below*)
- Requires application be submitted at least **30 days prior to the Plan Commission Meeting** for public hearing notification (preliminary plat only), staff review and agenda placement (plat sketch plans may be submitted 10 days prior)
- Requires approval of the City of Lodi Plan Commission (meets second Tuesday of month/6:30 PM in Council Chambers)
- Requires one hard copy, and one digital version of the items listed in the checklist below
- Requires applicant or their agent to attend Plan Commission meeting to explain & to answer questions
- All land divisions shall comply with the requirements of Chapter 300 of the City Code

If you have questions, please contact Steve Tremlett, Zoning Administrator, at (608) 242-6621 or [stremlett@msa-ps.com](mailto:stremlett@msa-ps.com).

<b>Owner Name(s):</b> Iron Gate Investments LLC do Barry Bodendein	
<b>Applicant Name (if different than above):</b> Barry Bodendein	
<b>Project Address:</b> 217 Dale Drive / 638 Sunset Dr Parcel #(s): 770.902	
<b>Applicant Address (if different than above):</b> 57336 Eli Valley Road, Loganville WI 53943	
<b>Applicant Email:</b> barry@jbbuild.com	<b>Surveyor:</b> Paul Spetz
<b>Surveyor Phone:</b> 608-209-0302	<b>Surveyor Email:</b> isthmussurveying@stgglobal.net
<b>Current Zoning:</b>	<b>Existing Use of Property:</b> Vacant
<b>Development Size:</b> 0.49 acres and 2 lots	<b>Acres Remaining in Parent Parcel:</b> 0
<b>Proposed Zoning:</b>	<b>Plat Name:</b> Third Addition to Ridgestone

**Land Division Submittal Checklist:**

<b>Fee (see information at right)</b>	<ul style="list-style-type: none"> <li>• Sketch Plan: No fee.</li> <li>• CSM: \$100 plus \$100 per lot over 2 lots.</li> <li>• Preliminary Plat: \$200 plus \$40/lot. (Requires Public Hearing)</li> <li>• Final Plat: \$150 plus \$40 per lot.</li> <li>• The City may, under §300-10, require establishment of an escrow fund to pay for review costs.</li> </ul>
<b>Complete Application (this page)</b>	
<b>Sketch plan/CSM/Plat (one hard copy)</b>	
<b>Letter of Intent/Project Description (one hard copy)</b>	

Note: Prior to approval by the City Council, applicants must submit an electronic file compatible with the City's mapping software (acceptable file formats are .dwg, .dgn, or .dxf). If applicant does not submit an electronic file the City Engineer will determine the cost for updating the City's computerized maps, and require payment from the applicant.

**Applicant Signature:**  **Date:** Dec. 2, 2025

**Owner Signature:** Barry Bodendein **Date:** 1-14-2026

**For Staff Use Only**

<b>Date Received:</b> 1/16/26	<b>Fee Amount:</b> \$100 <sup>00</sup>	<b>Amount Paid:</b> \$100 <sup>00</sup> CC# 8781
<b>Project to Appear before Plan Commission on:</b>		<b>PH Publication Dates (Prelim Plat Only):</b>
<b>Plan Commission Recommendation:</b> <input type="checkbox"/> Denied <input type="checkbox"/> Approved <b>Subject to:</b>		
<b>City Council Decision:</b> <input type="checkbox"/> Denied <input type="checkbox"/> Approved (Res # _____) <b>Subject to:</b>		

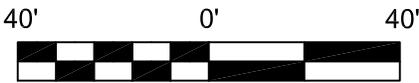
PREPARED FOR:  
 IRON GATE INVESTMENTS LLC  
 S7336 ELI VALLEY ROAD  
 LOGANVILLE, WI 53943

PREPARED BY:  
 ISTHMUS SURVEYING, LLC  
 450 NORTH BALDWIN STREET  
 MADISON, WI 53703  
 (608) 244.1090  
 www.isthmussurveying.com  
 isthmussurveying@sbcglobal.net

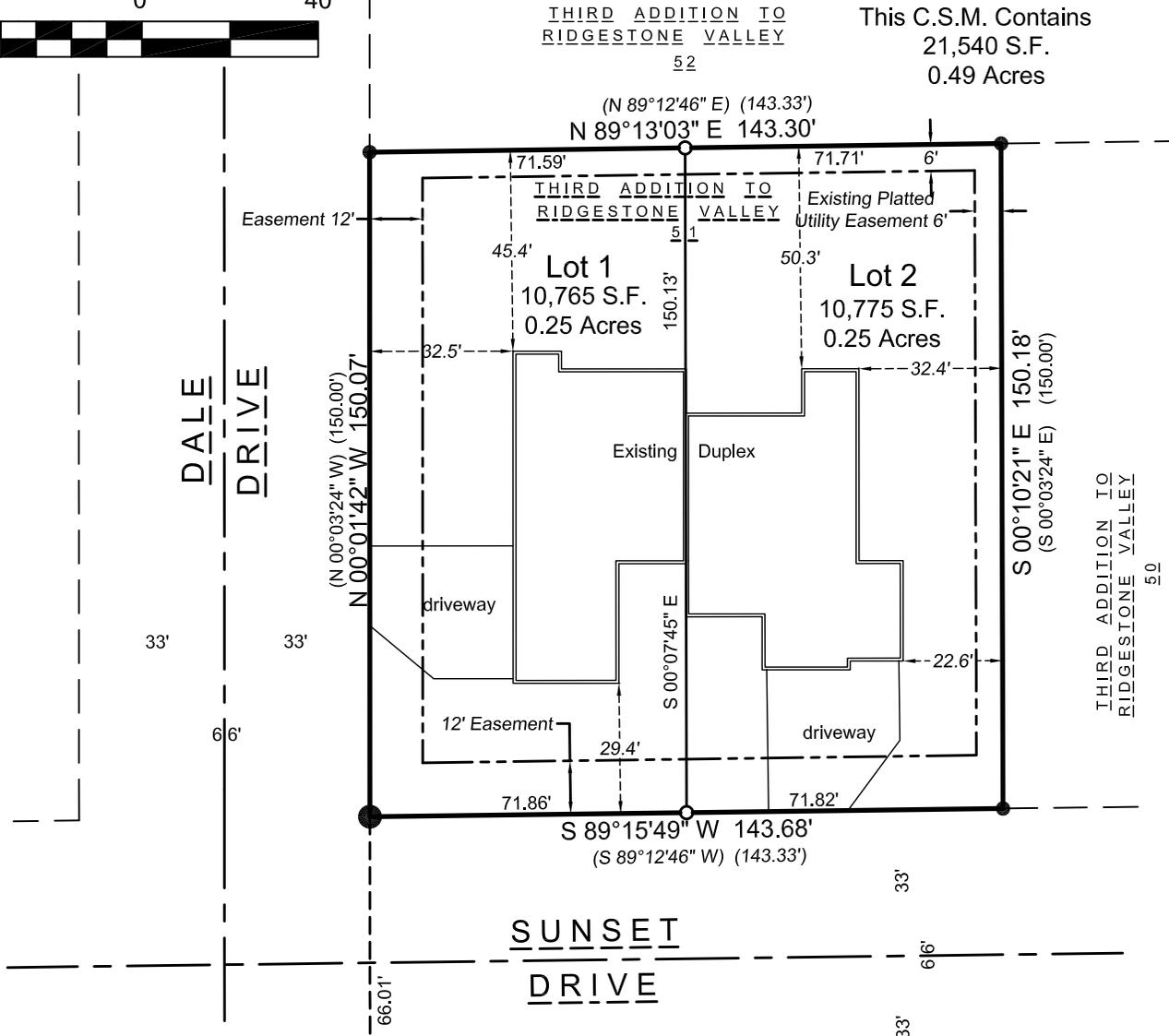
CERTIFIED SURVEY MAP No. \_\_\_\_\_  
 VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_

BEING LOT 51, THIRD ADDITION TO RIDGESTONE VALLEY, IN  
 THE SW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4, SECTION  
 28, T10N, R8E, CITY OF LODI, COLUMBIA COUNTY,  
 WISCONSIN

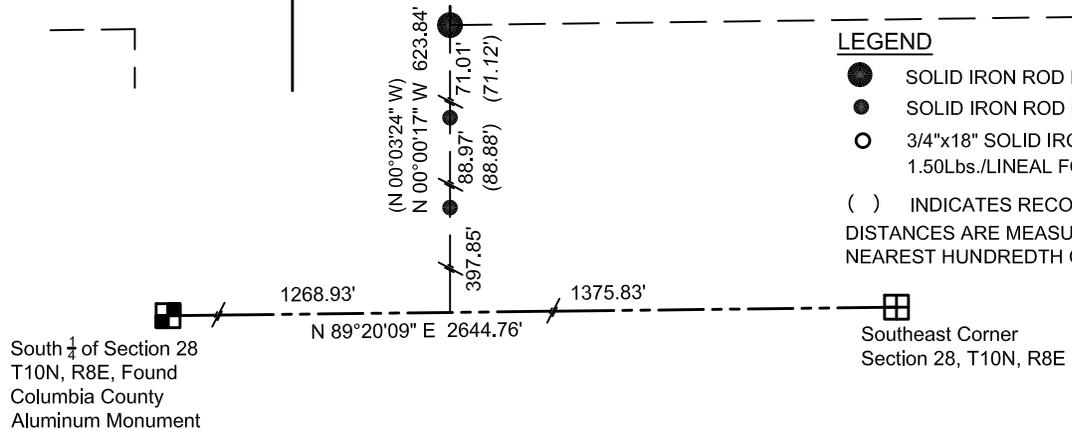
BEARINGS ARE REFERENCED TO THE  
 COLUMBIA COUNTY COORDINATE  
 SYSTEM, GRID NORTH NAD83(91), THE  
 SOUTH LINE OF SE 1/4 OF Sec. 28, T10N, R8E,  
 BEARS S 89°20'09" E



This C.S.M. Contains  
 21,540 S.F.  
 0.49 Acres



- LEGEND**
- SOLID IRON ROD FOUND - 1.25" Diameter
  - SOLID IRON ROD FOUND - 0.75" Diameter
  - 3/4"x18" SOLID IRON ROD SET  
1.50Lbs./LINEAL FOOT.
  - ( ) INDICATES RECORDED AS  
DISTANCES ARE MEASURED TO THE  
NEAREST HUNDREDTH OF A FOOT.





ZERO LOT LINE COVENANT

Document Number

Iron Gate Investments LLC, hereinafter referred to as “Declarant”, desires to declare and impose a covenant upon real estate currently owned by Declarant, as hereinafter described.

WHEREAS, Declarant is the owner of the following described real estate:

Lot 1, Certified Survey Map No. \_\_\_\_\_, as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin, in Volume \_\_\_\_, on Page \_\_\_\_, as Document No. \_\_\_\_\_, being located in the City of Lodi, Columbia County, Wisconsin.

and,

WHEREAS, Declarant is also the owner of the following described real estate:

Lot 2, Certified Survey Map No. \_\_\_\_\_, as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin, in Volume \_\_\_\_, on Page \_\_\_\_, as Document No. \_\_\_\_\_, being located in the City of Lodi, Columbia County, Wisconsin.

and,

WHEREAS, the above described real estate is referred to in this Covenant individually as a “parcel” and collectively as the “parcels”; and,

WHEREAS, surveying and land division was performed so as to create the parcels upon which is constructed one residential building containing two single-family residences, with each residence hereinafter referred to individually as a “Unit” and collectively as the “Units”, and with said residential building being constructed across the common boundary line separating the parcels; and,

WHEREAS, the zoning classification of the parcels allows for zero lot line construction; and,

WHEREAS, Declarant has an interest in maintaining a common exterior on the residential building located on the parcels, and desires by this Covenant to provide for the maintenance and continuation of such common exterior, among other things; and,

WHEREAS, Declarant intends to sell and convey the parcels, and the term “Unit owner”, “Unit owners” and the like shall refer to the future owners of the parcels, as well as to Declarant during such time as Declarant owns either or both of the parcels.

NOW, THEREFORE, Declarant hereby declares and imposes a covenant on the parcels in accordance with the following terms and conditions:

1. Residential Use. Each Unit and the real estate upon which it is located shall be used exclusively for residential purposes and no trade or business may be carried on therein, except as may be allowed under the City of Lodi zoning ordinances. Lease or rental of a Unit for residential purposes shall not be prohibited by this paragraph.

Recording Area

Name and Return Address

Glynn Law Office, LLC  
934 Water Street  
Sauk City, WI 53583

11246 770.902

Parcel Identification Number (PIN)

**This is not a conveyance per Wis. Stats. §77.21(1) and is not subject to a transfer return or fee.**

2. Exterior Maintenance and Repairs. In the event that a Unit owner desires to perform any exterior maintenance or repairs to said Unit owner's Unit, all such exterior maintenance and/or repairs shall be done in such a way as to match, in style as well as color, the exterior of said Unit owner's Unit as it exists on the date of this Covenant. Exterior maintenance and repairs shall include, but not be limited to, replacement and/or repair of roofing materials, siding or other exterior covering, windows, window frames, doors, garage doors, trim, gutters, down spouts, vents, hose bibs and spigots. A Unit owner shall at all times maintain the exterior of said Unit owner's Unit in good repair and in a neat and orderly condition. No Unit owner shall change the style or color of any exterior portion of said Unit owner's Unit without the written consent of the owner of the other Unit.

3. Emergency Repairs. Notwithstanding any other provision contained herein, in the event that repairs to a Unit are required on an emergency basis and failure to make such repairs would result in damage to or untenability of the other Unit, the owner of the Unit threatened by damage or untenability may make such repairs to the other Unit so as to abate such damage or untenability and said Unit owner making the repairs shall be entitled to reimbursement from the other Unit owner for the cost of such repairs.

4. Structural Integrity. No Unit owner shall make any addition, improvement or alteration to said Unit owner's Unit which impairs the structural integrity of either Unit.

5. Insurance. Each Unit owner shall purchase and maintain insurance coverage sufficient to cover any loss relating to such Unit, including extended coverage for full replacement value of all improvements located on said party's real estate.

6. Party Wall. Each Unit owner shall be deemed to own an equal undivided interest in the structural components of any common wall, hereinafter referred to as the "party wall", which separates the Units, and shall do no act to weaken or damage the party wall; nor shall a Unit owner make any breach or opening in the party wall or the exterior surface thereof without first obtaining the written approval of the other Unit owner. The Unit owners shall be equally responsible for the maintenance and repair of the party wall, including all costs associated therewith. All such maintenance and repair work shall be performed as soon as is reasonably practical. Notwithstanding the foregoing, each Unit owner shall be responsible for all costs of patching and painting the drywall on the exterior of the party wall which faces into such Unit owner's Unit. All provisions of the law of the State of Wisconsin regarding party walls, as the same now or hereafter exists, shall apply to the party wall.

7. Damage or Destruction. In the event that either or both of the Units are destroyed or damaged, all insurance proceeds shall be applied for the purpose of restoring the Unit or Units; and to the extent such proceeds are insufficient for such purpose, each Unit owner shall pay the deficiency applicable to the restoration costs of said Unit owner's respective Unit; provided however, that if both Units are substantially destroyed, both Unit owners may agree not to rebuild and to apportion the insurance proceeds between them.

8. Lawn Maintenance. The Unit owners shall maintain the lawn which is located on each Unit owner's respective parcel in a neat appearance and shall keep all grass mowed on a timely basis in compliance with all applicable municipal ordinances. This paragraph shall not be construed to prohibit gardens as long as such gardens are maintained in a neat appearing manner.

9. Parking of Vehicles. The parking of commercial vehicles in the street abutting a parcel or on a parcel by a Unit owner or by any occupant of a Unit is prohibited unless such vehicles are kept in garages. Storage of boats, trailers, snowmobiles, mobile homes, campers and other recreational vehicles in the street abutting a parcel or on a parcel is prohibited unless kept inside garages. This paragraph shall not prohibit the temporary storage of such vehicles for purposes of loading or unloading for a period of time not to exceed forty-eight (48) hours. No cars or other

vehicles shall be parked on yards or lawns on a parcel at any time.

10. Planting of Trees, Hedges and Bushes. No Unit owner shall plant any tree, hedge or bush within fifteen (15) feet of the common boundary line separating the parcels.

11. Termination, Amendment or Alteration. This Covenant shall not be terminated, amended or otherwise altered without the approval of the City of Lodi.

12. Right to Contribution Runs with the Real Estate. The right of any Unit owner to contribution from any other Unit owner under this Covenant shall be appurtenant to the real estate and shall pass to such Unit owner's successors in interest.

13. Encroachment. If any portions of a Unit shall actually encroach upon any other Unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Unit owner of the encroaching Unit to the extent of such encroachment so long as the same condition shall exist.

14. Easements for Utilities. Each Unit owner shall have an easement over the real estate of the other Unit owner for purposes of maintaining water lines, sewer lines, natural gas lines, telephone lines, cable television lines and all other utilities which serve said Unit owner's Unit and which crosses over, under or through the real estate of the other Unit owner.

15. Construction Liens. Each Unit owner agrees to indemnify and hold harmless the other Unit owner for any construction liens arising from work done or materials supplied to make repairs or replacements to said Unit owner's Unit.

16. Enforcement. If a Unit owner, or a Unit owner's heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the terms contained herein, the other Unit owner shall have standing to bring proceedings at law or in equity against the Unit owner violating or attempting to violate any such term, and the prevailing Unit owner shall be awarded reasonable attorney's fees and costs.

17. Invalidation. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

18. Mortgage Holder. WCCU Credit Union, as the holder of a mortgage or mortgages on all or a portion of the real estate described herein, executes this Covenant in order to approve of it, to subordinate said mortgage or mortgages to it and to be bound by and subject to each and every term contained herein.

19. Severability. If any of this Covenant's provisions are deemed to be invalid, inequitable or unconscionable, those provisions shall be severed from this Covenant and shall not affect the enforceability of the remainder of this Covenant. If a provision shall be deemed invalid, inequitable or unconscionable due to its scope or breadth, the provision shall be deemed valid to the extent of the scope or breadth permitted by law.

20. Governing Law. This Covenant shall at all times be construed by and subject to the laws of the State of Wisconsin, and the circuit courts of the State of Wisconsin shall have sole and exclusive personal and subject matter jurisdiction as to any action regarding this Covenant.

21. Paragraph Headings. The titles to the paragraphs in this Covenant are solely for convenience and shall not be used to explain, modify, simplify, limit or aid in the interpretation of the provisions of this Covenant.

22. Binding. This Covenant shall run with the land and shall be binding upon and inure to the benefit of the present and future Unit owners and their heirs, personal representatives, successors and assigns.

Dated: ^MONTH^ ^DAY^, ^YEAR^

IRON GATE INVESTMENTS LLC:

By: \_\_\_\_\_  
Barry Bodendein, Member

By: \_\_\_\_\_  
Corey Bodendein, Member

By: \_\_\_\_\_  
Clayton Bodendein, Member

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) \_\_\_\_\_

STATE OF WISCONSIN

} ss.

\_\_\_\_\_

\_\_\_\_\_ County

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the above named

\_\_\_\_\_

\_\_\_\_\_

\* \_\_\_\_\_

\_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

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

to me known to be the person \_\_\_\_\_ who executed the  
foregoing instrument and acknowledge the same.

\_\_\_\_\_

\* \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Wis.

My commission is permanent. (If not, state expiration  
date: \_\_\_\_\_, 20\_\_\_\_.)

\*Names of persons signing in any capacity should be typed or  
printed below their signatures.





# MSA Planner Report

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**To:** Lodi Plan Commission  
**From:** Stephen Tremlett, AICP, Zoning Administrator  
**Subject:** Zoning Administrator October 2025 - February 2026 Monthly Report  
**Date:** February 26, 2026

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The following is a summary of October 2025 through February 2026 zoning administration activities in addition to those items appearing on the March 3<sup>rd</sup> agenda.

**Zoning Permits Approved:**

- Certificate of Zoning Compliance for storage shed/garage replacement located at 204 Prairie Street
- Certificate of Zoning Compliance for a new single-family home located at 204 Mariahwynn Terrace
- Kobussen Buses Sign Permit at 106 Industrial Drive
- Sign Permit for multiple business hanging and window signage at 105 S. Main Street
- "CLAW CTRL Nail Shop" Wall Sign Permit at 801 N. Main Street, Suite C

**Summary of General Zoning Inquires:**

- Request from 2 Construction Project Signage for Primary Terrace development along Corner Street (no sign permit required)
- Review of duplex layout for Lot 17 in Terrace Vista Phase 1 (SE corner of Ottowyn and Mariahwynn. (applicant was permitted to complete foundation to more accurately provide land division for zero-lot-line)
- Review of Parcel 309.A (SE corner of Elm and Madison) regarding a barn as the sole building on the lot after sale of the primary lot on a separate parcel. Owner wanted to add electricity for lighting the space, plugging in mower, and light number outside the structure. Accepted this improvement, but noted that further enhancements of the accessory structure would need further considerations (without a primary structure on the lot).
- Appraiser looking at what restrictions on properties along Spring Creek (Parcel 329 bordered by Water Street, Pleasant Street and Corner Street) to determine value for highway project.
- Business owner at 107 S Main Street desire for an outdoor seating area along the back of the building inclusive of a pergola and screening/fencing. Noted restrictions with pergola (accessory structure) and offered suggestions for more temporary structures that provides more flexibility. No additional response.
- Discussions on street trees and median plantings in Phases 1 and 2 of Terrace Vista.
- Terrace Vista Phase 3 and Highlands of Ridgetstone Phase 2 development agreements.
- Primary Terrace CSM and Development Agreement.

**On-Going City Projects:**

- City Fee Schedule (Zoning and Land Division applications)
- Land Development Review Process with City Administration, Zoning Administration & Engineering

**Pending Requests/Future Agenda Items:**

- Official Map creation

---

1702 PANKRATZ STREET, MADISON, WI 53704  
P (608) 242-7779 • TF (800) 446-0679 • F (608) 242-5664  
WWW.MSA-PS.COM

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