

AGENDA
PLAN COMMISSION MEETING
Thursday, December 3, 2020 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call
2. Approval of Minutes for the Plan Commission Meeting of October 29, 2020
3. Certified Survey Map – Rod & Chantel Massie – N160 W19270 Sherman Rd
4. Fire Department – Burn Tower – Discussion and Possible Action
5. Discussion of Possible Chicken Ordinance
6. Citizens to Address the Plan Commission
7. Adjourn

Persons with disabilities requiring special accommodations for attendance at the meeting should contact the Village Hall at least one (1) business day prior to the meeting.

It is possible that members of the Village Board may attend the above meeting. No action will be taken by any governmental body at this meeting other than the governmental body specifically referred to in this meeting notice. This notice is given so that members of the Village Board may attend the meeting without violating the open meeting law.

DRAFT MINUTES
PLAN COMMISSION MEETING
Thursday, October 29, 2020 at 7:00 p.m.
Jackson Village Hall
N168 W20733 Main Street
Jackson, WI 53037

1. Call to Order and Roll Call

Pres. Schwab called the meeting to order at 7:00 p.m.

Members Present: Pres. Schwab, Tr. Kruepke, Jon Molkentin, and Jon Weil

Members Absent: Keith Berben, Tr. Emmrich, Dan Reik

Village Board Member Present: Tr. Heckendorf

Staff Present: Collin Johnson, John Walther and Darlene Smith

2. Approval of Minutes for the Plan Commission Meeting of August 27, 2020

Motion by Jon Weil, second by Tr. Kruepke to approve the Plan Commission minutes of August 27, 2020 with one exception to correct the misspelling of Jon Weil's first name from John to Jon.

Vote: 4 ayes, 0 nays. Motion carried.

3. Conditional Use Permit – Gail B. Dallmann-Swenson – Detached Garage

Owner is currently renovating the historic farmhouse along with an existing stone smokehouse located at N160W19746 Sherman Road. Owner is proposing to construct a new detached 28' x 26' two car garage and has also submitted plans for a barn renovation which indicates it will be used as a garage in addition to basic storage, so essentially there will be two garage areas on this property. One of the two large barns existing on the property collapsed earlier this year and the intent is to remove that structure. There are some additional smaller outbuildings that also exist on the property. There is a tool shed which might possibly be restored if possible, if not it will be removed. The plan is to have everything completed by June 1, 2021.

Motion by Pres. Schwab, second by Tr. Kruepke to recommend Village Board approve the Conditional Use Permit – Gail B. Dallman-Swenson – Detached Garage based on those comments regarding the size of the lot and also the building inspector comments provided including the razing of properties as noted.

Vote: 4 ayes, 0 nays. Motion carried.

4. Certified Survey Map – Town of Jackson, Robin L. Olson – Sherman Road

There is a buyer for the farm which includes the house, barn, and outbuildings on 20 acres. This property will continue to be used as a farm with livestock and possibly cropland. This will be a private facility not a business. The Village of Jackson does not take exception to the Certified Survey Map.

Motion by Pres. Schwab, second by Jon Molkentin to recommend Village Board approve the Certified Survey Map – Town of Jackson, Robin L. Olson – Sherman Road.

Vote: 4 ayes, 0 nays. Motion carried

5. Ordinance Amendment to Allow for Larger Garages

Our current ordinance restricts residential garages no more than 720 square feet in size. There were two garages prevented in the Village this year which exceeded that amount. The idea behind this is to reduce the paperwork and burden of having to go to the Plan Commission and Village Board and to come to a consensus to what would be appropriate in terms of size for private residential garages on residential lots within the Village. A spreadsheet with garage area comparisons displayed ten properties that showed the different size and dimensions of garages being currently proposed and built. There was discussion regarding the size of the garage in comparison to the lot and house along with percentage of living space.

Motion by Pres. Schwab, second by Jon Molkentin to recommend Village Board approve the Ordinance Amendment subject to legal review to read Sec. 48-108.(b)(2) No private garage shall have a floor area larger than 880 square feet or larger than 40% of living space unless a conditional use permit is granted by the village board.

Vote: 4 ayes, 0 nays. Motion carried

6. Citizens to Address the Plan Commission

None.

7. Adjourn

Motion by Pres. Schwab, second by Jon Weil to adjourn.

Vote: 4 ayes, 0 nays. Meeting adjourned at 7:40 p.m.

Respectfully submitted,

Darlene Smith, WCMC
Deputy Clerk

Village of Jackson
PLAN COMMISSION APPLICATION

Application/Permit #: _____ - _____

PROPERTY INFORMATION

- ☐ COMMERCIAL ☐ INDUSTRIAL ☒ RESIDENTIAL ☐ OTHER _____
- ☐ CONDITIONAL USE ☐ PLANNED UNIT DEVELOPMENT ☐ CERTIFIED SURVEY MAP
- ☐ New ☐ New ☐ CONCEPT PLAN
- ☐ Special Use ☐ Special Use ☐ OTHER _____
- (For existing CU ONLY) (For existing PUD ONLY)

Property Address: N1160 W19270 Sherman Rd Unit: _____ Jackson, WI

Parcel #: _____ Lot Size: 10.573 acres ~~sq. ft.~~ Building Area: _____ sq. ft.

Current Zoning: ☐ B-1 ☐ B-2 ☐ M-1 ☐ M-2 ☐ I-1 ☐ PUD ☒ Other ~~A-1~~ A-1 ☐ Floodplain

APPLICANT INFORMATION

Name(s): Rod & Chantel Massie

Mailing Address: N1160 W19270 Sherman Rd Jackson State WI Zip 53037

Office: (____) _____ Cell: (262) 442 5214 Fax: (____) _____

Email: RODEMASSE@gmail.com

BUSINESS INFORMATION (If New Business)

Legal Business Name: _____

D/B/A: _____ FEIN #: _____ - _____

Mailing Address: _____ State _____ Zip _____

Office: (____) _____ Cell: (____) _____ Fax: (____) _____

Email: _____

Website: _____

PROPERTY OWNER INFORMATION

Name(s): Rod & Chantel Massie

Address: N1160 W19270 Sherman Rd Jackson State WI Zip 53037

Office: (____) _____ Cell: (847) 913-6144 Fax: (____) _____

Email: _____

ARCHITECT / ENGINEER / CONTRACTOR INFORMATION (Circle One)

Firm Name: _____

Primary Contact: _____

Address: _____ State _____ Zip _____

Office: (____) _____ Cell: (____) _____ Fax: (____) _____

Email: _____

Please provide as much detailed information as possible. (Add additional pages if needed.)

Briefly explain what you are requesting to be reviewed and/or approved: Rezone ~~an~~ from
agriculture to R-4 on front lot/Area of
property taking 1.01 acres of the current 10.573 acres
and creating a new parcel leaving 9.563 acres zoned A-1.

Provide a brief overview of proposed use(s) of entire property and/or lease space: Residential
property

Hours of Operation: _____

Provide a brief overview of proposed daily on-site operations: _____

Describe any potential environmental impacts from the proposed use including but not limited to exterior storage, noise, smoke, dust, odors, hazardous materials, vibration, horns, speakers, vehicles and equipment operation and exterior generators, HVAC, or other stationary mechanical equipment, etc.: _____

Describe all businesses, properties and other entities located adjacent to the proposed use: _____

Proposed, development, on-site improvements or other construction/remodeling activities: Build a house
on rezoned property for parents

Proposed grading and/or stormwater management plan: _____

Proposed landscape plan/improvements including driveways, sidewalks, vegetative plantings, etc.: _____

Proposed on-site security measures including site lighting: _____

Life Safety Systems – Existing or Proposed (Includes fire hydrants, fire suppression & fire alarm systems): _____

Projected traffic circulation and impacts: _____

Setbacks from rights-of-way and property lines and height limitations: _____

Status of State/Federal License(s) or Certificate(s) required for operation: _____

Does this project require other Jurisdictional Approvals from other Governmental or Regulatory entities?
☐ No ☐ Yes If yes, explain: _____

Describe any proposed signage including type and location: _____

Exterior Building Materials (type, color, etc.): _____

Site Specific Features/Constraints: _____

Parking (Total No. of spaces plus number of dedicated handicapped parking and type): _____

Proposed screening/buffering from adjacent properties: _____

Proposed provisions for refuse and recycling collection/storage: _____

Projected Sewer/Wastewater Usage: _____ gal/year

Projected Water Usage: _____ gal/year

ACKNOWLEDGEMENT & SIGNATURES

I/We hereby certify that I/We have reviewed the above Village of Jackson Plan Commission application and requirements, and hereby certify that the above information, attachments, and exhibits are complete, true and correct. I/We further understand that any missing or incomplete information may result in a delay of the review of this application. The Village reserves the right to request additional information as deemed necessary.

Applicant Name (Print):

Rod Massie

Applicant Signature:

[Signature]

Co-Applciant Name (Print):

Chantel Massie

CO-Applciant Signature:

[Signature]

Date of Application:

10/30/2020

You MUST sign and date this Application!

SUBMIT TO:

Village of Jackson – Village Hall (*Checks shall be made payable to Village of Jackson*)
N168 W20733 Main Street
PO BOX 637
Jackson, WI 53037

QUESTIONS?

Village Clerk: For all **general questions** related to completing form or questions related to Village meetings.
Phone: (262) 677-9001 x11
Email: jilline.dobratz@villageofjackson.com

Building Inspector: For questions concerning **building codes, zoning, or technical questions.**
Phone: (262) 677-9696
Email: collin.johnson@villageofjackson.com

TERMS OF THIS PERMIT

1. This permit shall become effective upon Village approval and where required, the execution and recording by the owners of the premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. The permit shall be void unless: (a) pursuant to the Building and Zoning Codes of the Village, the approved use is commenced or (b) the building permit is obtained within 12 months of the date of Village Board approval.
3. This approval is subject to amendment and termination in accordance with the provisions of the Zoning Code of the Village of Jackson.
4. Construction and operation of this permit shall be in strict conformity to the approved building, site, and operational plans which were filed in connection with the application for this approval (as attached and/or referenced).
5. Any of the conditions of this permit which would normally be the responsibility of the tenants of the premises, shall be made a part of their lease by the owner.

VILLAGE APPROVAL:

☐ **TEMPORARY** *Expiration Date:* _____, 20____

Plan Commission Approval: *Meeting Date:* _____, 20____

Village Board Approval: *Meeting Date:* _____, 20____

In-House Approval (O-T-C): *Date:* _____, 20____

Approved by: John Walther, Village Administrator

Conditions and Duration of Approval:

Depending on the request, approvals shall generally be continual or temporary in nature. ALL approvals are subject to

the Conditions of Approval outlined below. All conditional or special uses/approvals shall, upon complaint, be subject to

review, amendment, or revocation by the Village. Where temporary approvals are issued, such approvals shall be subject to the time limitations specified.

Conditions of Approval: _____

APPLICATION DENIED: *Date:* _____, 20____

Staff Initials: _____

Reason for Denial: _____

FOR OFFICE USE ONLY
Acct. #: 100-00-45730-000-00

Date Received: _____

Amount: _____

Payment Type: CH / CC / CA

Check/Receipt #: _____

Received By: _____

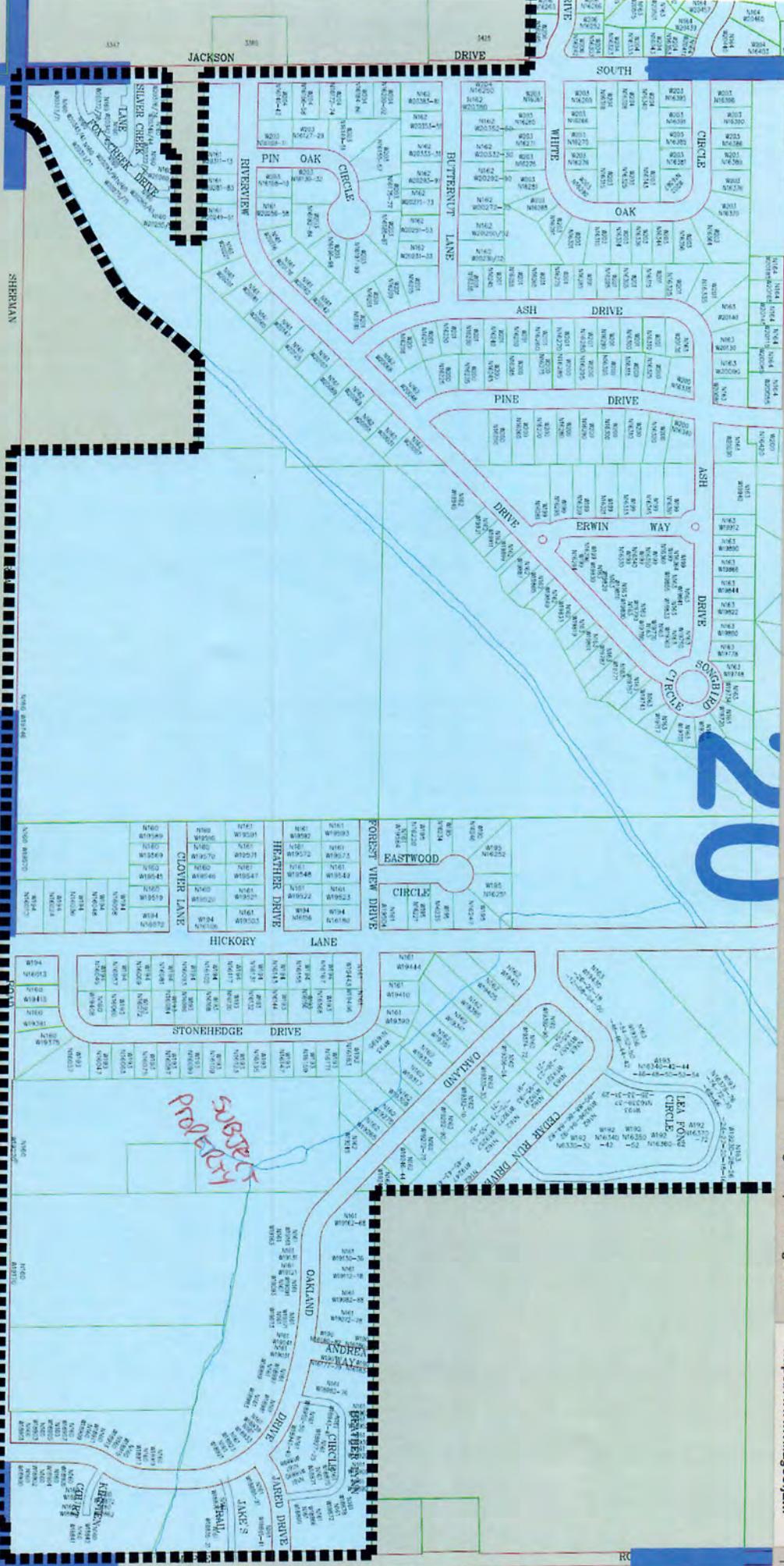
October 30, 2020

LETTER OF INTENT

We are requesting to rezone 1.01 acres of our current 10.573 acres from A-1 (agricultural) to R-4 (residential) on the southeast corner of the property. The ultimate goal is to build a 1,500 – 2,000 sq. ft home on the new 1.01 acre parcel for our parents to reside. This house would be comparable to the homes bordering the west side of our farm.

Rodney & Chantel Massie
N160W19270 Sherman Road
Jackson, WI 53037
(262) 442-5214

villageofjackson.com



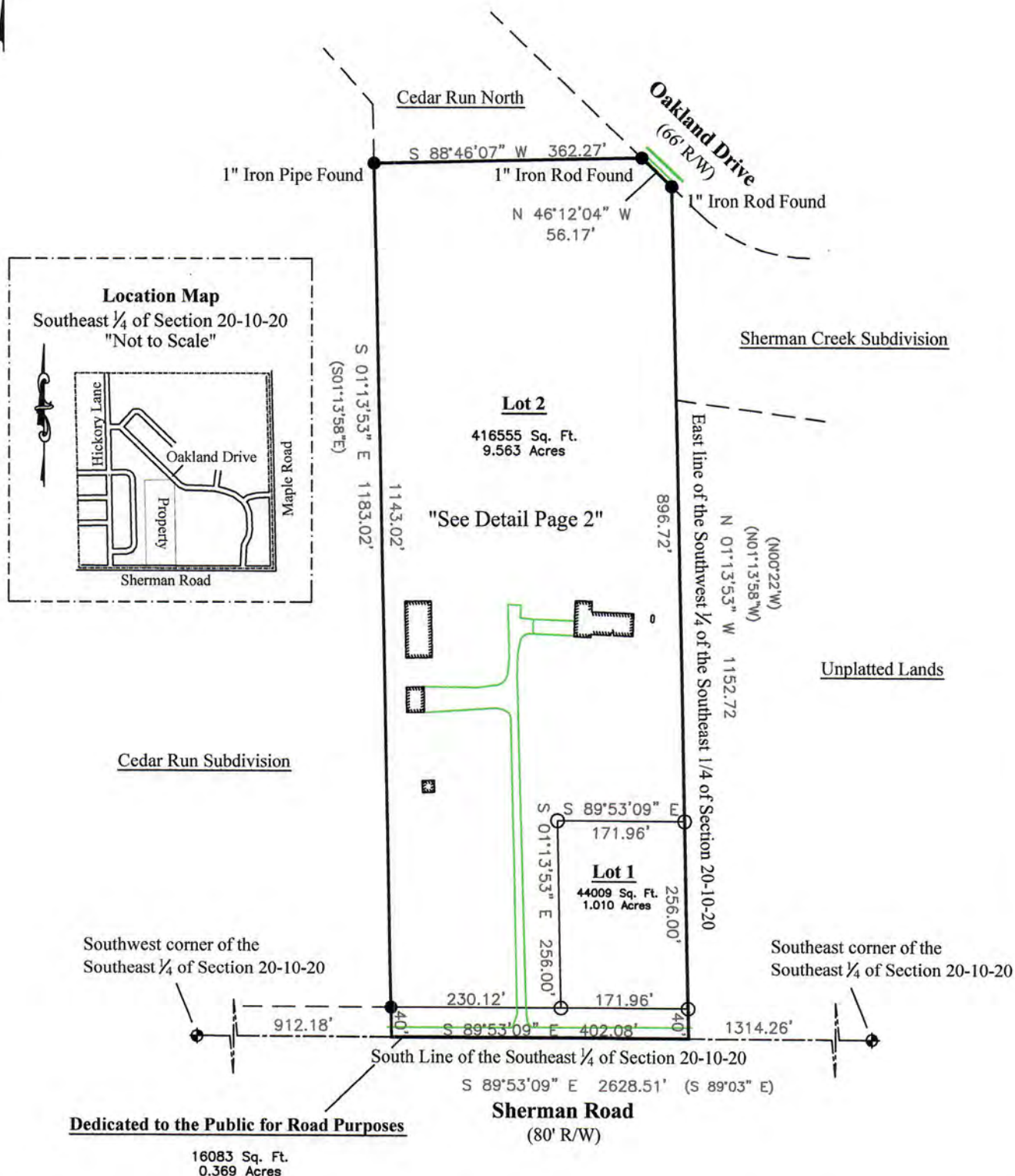
Part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

Richard Simon
5080 Fairy Chasm
West Bend, WI 53095
rich@cornerstonelandsurvey.com
(262) 424-5630

Rodney E. Massie
Chantel M. Massie
N160 W19270 Sherman Road
Jackson, WI 53037

● Denotes 2" Iron Pipe Found
"Unless Otherwise Denoted"

○ 3/4" OD X 18" Iron Rod 1.50 Lbs./Lin. Ft., Set



1) Bearings or Distances in () are Recorded Measurements

This Instrument drafted by Richard L Simon

- 2) In providing this boundary survey no attempt has been made to obtain or show data concerning the existence of any utility on the site, whether private, municipal, or public owned.
- 3) No Title Policy furnished therefore completeness of easements is not warranted.

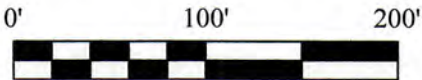
STATE OF WISCONSIN) SS.
COUNTY OF WASHINGTON)

"I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO OFFICIAL RECORDS AND THE ABOVE MAP IS A TRUE REPRESENTATION THEROF. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO, WITHIN ONE YEAR FROM THE DATE HERETO.

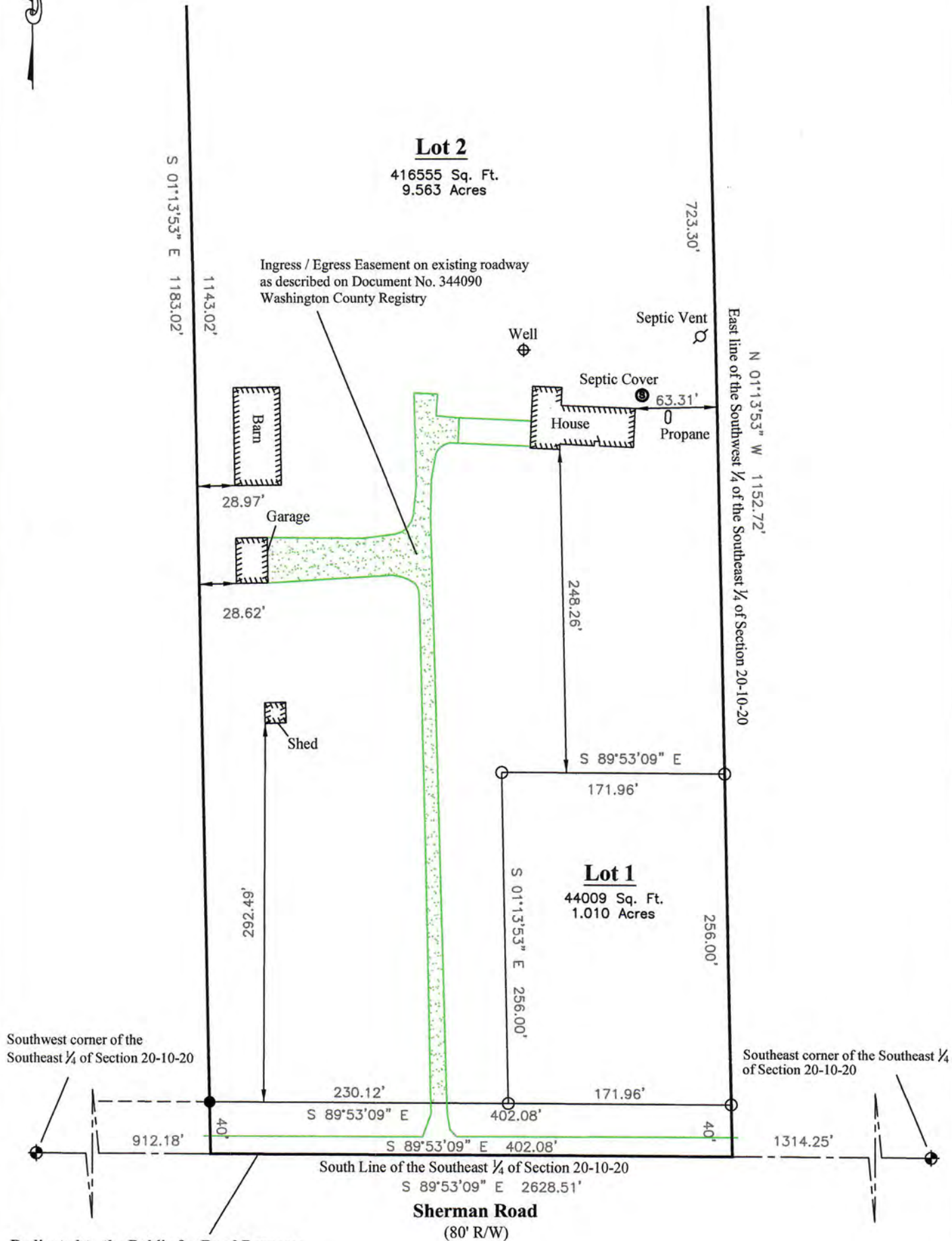
Certified Survey Map No. _____

Part of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

Scale 1"= 100'



Detail



Certified Survey Map No. _____

Part of the Southwest ¼ of the Southeast ¼ of Section 20, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

Surveyor's Certificate

I, Richard L Simon, Professional Land Surveyor, hereby certify:

That I have surveyed, divided, mapped, and dedicated the following described parcel,

Described as follows:

Part of the Southwest ¼ of the Southeast ¼ of Section 20, Township 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin; Commencing at the Southwest corner of said Southeast ¼; thence S89°53'09"E along the South line of said Southeast ¼, 912.18 feet to the point of beginning of this description; thence continuing S89°53'09"E along said South line, 402.08 feet to a point on the East line of the Southwest ¼ of said Southeast ¼; thence N01°13'53"W along said East line, 1152.72 feet to a point on the Southerly Right of Way of Oakland Drive; thence N46°12'04"W along said Southerly line, 56.17 feet; thence S88°46'07"W along a Southerly line of Cedar Run North Subdivision, 362.27 feet; thence S01°13'53"E along the Easterly line of Cedar Run Subdivision, 1183.02 feet to the point of beginning of this description.

Said parcel contains 476647 Sq. Ft. or 10.942 Acres Gross

That I have made such survey, division, dedication, and map by the direction of Rodney E. Massie and Chantel M. Massie, Owners.

That this map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with provisions of s. 236.34 of the Wisconsin Statutes and the subdivision regulations of the Village of Jackson in surveying, dividing, dedicating, and mapping the same.

Dated this 30th day of September, 2020
Revised this 15th day of October, 2020

Richard L Simon, P.L.S. #2698
Cornerstone Land Surveying
5080 Fairy Chasm Road
West Bend, WI 53095
262-424-5630

Village of Jackson Plan Commission Approval

This Certified Survey Map, is hereby approved and road dedication hereby approved by the Village of Jackson Plan Commission on this

____ day of _____, 2020.

Chairperson

Secretary

Village of Jackson Board Approval

This Certified Survey Map, having been approved by the Planning Commission being the same, is hereby approved and road dedication hereby accepted by the Village Board Jackson on this

____ day of _____, 2020.

Chairperson

Clerk

Certified Survey Map No. _____

Part of the Southwest ¼ of the Southeast ¼ of Section 20, Township 10
North, Range 20 East, Village of Jackson, Washington County, Wisconsin.

Owner's Certificate of Dedication

We, Rodney E. Massie and Chantel M. Massie, owners of the land described in the foregoing affidavit of Richard L. Simon, land surveyor, do hereby certify that I caused the said land to be surveyed, divided, mapped and dedicated as represented on this map.

I ALSO CERTIFY that this map is required by Section 236.34 of the Wisconsin Statutes and the Land Division Ordinances of the Village of Jackson.

_____ day of _____, 2020.
Rodney E. Massie

_____ day of _____, 2020.
Chantel M. Massie

State of Wisconsin) SS
_____ County)

Personally came before me this _____ day of _____, _____, the above named, Rodney E. Massie and Chantel M. Massie to me, known to be the people who executed the foregoing instrument and acknowledge the same.

Notary Public

_____ County, State of Wisconsin

My commission expires: _____

OWNER'S POLICY OF TITLE INSURANCE

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

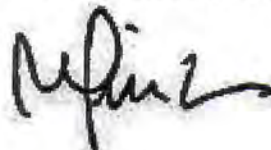
The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Matrix Title Company, LLC
2356 W Washington St
West Bend, WI 53095-2118
Tel: 262-306-1111
Fax: 262-334-5678

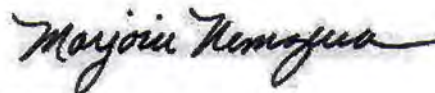
FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:



President

Attest:



Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

273064800 ALTA Owners Policy 06/17/06 w-WI Mod_306_NS

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- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
- (i) The term "Insured" also includes
- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title Insured,
- (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and



will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and



(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. INTENTIONALLY DELETED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.



Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at FIDELITY NATIONAL TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.



FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us

following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Fidelity National Title

SCHEDULE B

File Number: MTX 32467

Policy Number: 273064800-219616968

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. Easements or claims of easements not shown by the public records.
3. Any claims of adverse possession or prescriptive easement.
4. Possible homestead and marital property rights of the spouse(s) of the insured, if married.
5. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road purposes.
6. Covenants, conditions, and restrictions as contained in Warranty Deed recorded June 22, 1973, in Volume 545, on Page 61, as Document No. 344090.
7. General taxes for the year 2020 not yet due and payable.
8. Future charges and/or assessments for connection and impact fees when property hooks up to utilities, as disclosed by Statement of Real Property Status dated November 12, 2019.
9. Mortgage, according to the terms and provisions thereof from Chantel M. Massie and Rodney E. Massie, wife and husband to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as a nominee for Lender, Wisconsin Mortgage Corporation and Lenders successors and assigns) as beneficiary, in the originally stated principal amount of \$449,350.00, and any other amount payable under the terms thereof dated December 12, 2019 and recorded December 27, 2019, as Document No. 1487308.

Correction Instrument recorded on February 11, 2020 as Document No. 1490178.

10. *****END*****

SCHEDULE A

Name and Address of Title Insurance Company: Fidelity National Title

Policy Number: 273064800-219616968

File Number: MTX 32467

Address Reference: N160W19270 Sherman Road
Jackson, WI 53037

Amount of Insurance: \$ 435,000.00

Premium: \$ 1,080.00

Date of Policy: February 11, 2020 at 11:54 AM

1. Name of Insured:
Rodney E. Massie and Chantel M. Massie
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
Rodney E. Massie and Chantel M. Massie
4. The Land referred to in this policy is described as follows:
SEE EXHIBIT A ATTACHED HERETO

Matrix Title Company, LLC

By:

John C. Rehman

Matrix Title Company, LLC, 2356 W. Washington Street, West
Bend, WI 53095

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AMERICAN
LAND TITLE
ASSOCIATION



(MTX 32467.PFD/MTX 32467/25)

EXHIBIT A

File Number: MTX 32467

Policy Number: 273064800-219616968

The Land referred to in this policy is described as follows:

PARCELA

That part of the Southwest Quarter of the SOUTHEAST Quarter (SW 1/4 SE 1/4) of Section 20, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin, described as follows:

Commencing at the South One-quarter corner of said Section 20, thence S. 89° 03' E. along the section line, 1314.08'; thence N 0° 22' W, along the East line of said SW 1/4 of the SE 1/4 443.00' to the point of beginning of land herein described; thence continuing N 0° 22' W 240'; thence S 89° 38' W 172.03'; thence S 0° 22' E 240'; thence N 89° 38' E 172.03' to the point of beginning.

Property Address: N160W19270 Sherman Road

Tax Key No. V3 0207

PARCEL B

NON-EXCLUSIVE easement for the benefit of Parcel A as disclosed in Warranty Deed recorded on June 22, 1973, in Volume 545, on Page 61, as Document No. 344090.

PARCEL C

That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twenty (20), Township Ten (10) North of Range Twenty (20) East, Village of Jackson, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said SW 1/4 of the SE 1/4; thence North 01 degree 13 minutes 53 seconds West (recorded as North 01 degree 13 minutes 58 seconds West) along the East line of said SW 1/4 of the SE 1/4, 683.00 feet to the place of beginning of lands herein described; thence at right angles, South 88 degrees 46 minutes 07 seconds West (recorded as South 88 degrees 46 minutes 02 seconds West), 401.97 feet; thence North 01 degree 13 minutes 53 seconds West and parallel to said East line of the SW 1/4 of the SE 1/4, 509.46 feet; thence at right angles, North 88 degrees 46 minutes 07 seconds East, 401.97 feet to a point on said East line of the SW 1/4 of the SE 1/4; thence South 01 degree 13 minutes 53 seconds East along said East line of the SW 1/4 of the SE 1/4, 509.46 feet to the place of beginning. EXCEPTING THEREFROM that part conveyed to Sherman Creek Inc. in Warranty Deed recorded January 15, 2003, as Document No. 968832.

PARCEL D

That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twenty (20), Township Ten (10) North of Range Twenty (20) East, Village of Jackson, Washington County, Wisconsin, described as follows:

Commencing at the South one-quarter corner of said Section 20; thence South 89 degrees 53 minutes 09 seconds East along the section line, 1142.17 feet to the point of beginning of this description; thence South 89 degrees 53 minutes 09 seconds East along the section line 172.07 feet; thence North 1 degree 13 minutes 58 seconds West along the East line of said Southwest 1/4 of the Southeast 1/4, 443.00 feet; thence South 88 degrees 46 minutes 02 seconds West, 172.03 feet; thence

EXHIBIT A
(Continued)

File Number: MTX 32467

Policy Number: 273064800-219616968

South 1 degree 15 minutes 58 seconds East, 438.96 feet to the point of beginning.

PARCELE

That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twenty (20), Township Ten (10) North of Range Twenty (20) East, Village of Jackson, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South quarter corner of said Section 20; thence South 89 degrees 53 minutes 09 seconds East along the section line, 912.17 feet to the place of beginning of land herein described; thence continuing South 89 degrees 53 minutes 09 seconds East along said Section line, 230.00 feet; thence North 01 degree 13 minutes 58 seconds West, 678.96 feet; thence at a right angle, South 88 degrees 46 minutes 02 seconds West, 229.94 feet; thence at a right angle, South 01 degree 13 minutes 58 seconds East, 673.55 feet to the place of beginning.

Tax Key No. V3-0206-00Z

State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Cynthia A. Gilling, an unmarried person

E M ("Grantor," whether one or more),
and Rodney Massie and Chantel Massie

____ ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Washington County, State of Wisconsin ("Property") (if more space is needed, please attach addendum);
See Attached Legal Description

Document # **1487307**
WASHINGTON COUNTY WISCONSIN
2019-12-27 12:59:00 PM

Sharon A. Martin

SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS

Fee: **\$30.00**

Transfer Fee: **\$1305.00**

***The above recording information verifies
this document has been electronically recorded***
Returned to **Heritage Title Services, Inc.**
Pages: **3**

Recording Area

Name and Return Address M
Rodney Massie and Chantel Massie
N160 W19270 Sherman Rd.
Jackson, WI 53037

V3 0207 and V3 0206 00Z

Parcel Identification Number (PIN)

This is _____ homestead property.
(is) (is not)

Exceptions to warranties:

Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and general taxes levied in the year of closing and will warrant and defend the same.

Dated 12-11-19.

Cynthia A. Gilling (SEAL) _____ (SEAL)
* _____
____ (SEAL) _____ (SEAL)
* _____

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 206.06)

THIS INSTRUMENT DRAFTED BY:

Cynthia A. Gilling

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Washington COUNTY) ss.

Personally came before me on 12-11-19,
the above-named Cynthia A. Gilling

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Kimberlie Schmitz
* KIMBERLIE SCHMITZ

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 11-23)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

* Type name below signatures.

State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

Recorded Electronically

ID _____
County _____
Date _____ Time _____
Simplifile.com 888-455-5667

THIS DEED, made between Cynthia A. Gilling, an unmarried person

E M ("Grantor," whether one or more),
and Rodney Massie and Chantel Massie

("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Washington County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):
See Attached Legal Description

Recording Area

Name and Return Address M
Rodney Massie and Chantel Massie
1160 W 19270 Sherman Rd.
Jackson, WI 53037

V3 0207 and V3 0206 00Z

Parcel Identification Number (PIN)

This is homestead property.
(is) (is not)

Exceptions to warranties:

Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and general taxes levied in the year of closing and will warrant and defend the same.

Dated 12-11-19

Cynthia A. Gilling (SEAL) _____ (SEAL)
* Cynthia A. Gilling *

* _____ (SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 206.06)

THIS INSTRUMENT DRAFTED BY:

Cynthia A. Gilling

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Washington COUNTY) ss.

Personally came before me on 12-11-19,
the above-named Cynthia A. Gilling

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Kimberlie Schmitz
* KIMBERLIE SCHMITZ

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 11-23)

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

* Type name below signatures.

PARCEL A

That part of the Southwest Quarter of the SOUTHEAST Quarter (SW 1/4 SE 1/4) of Section 20, Town 10 North, Range 20 East, Village of Jackson, Washington County, Wisconsin, described as follows:

Commencing at the South One-quarter corner of said Section 20, thence S. 89° 03' E. along the section line, 1314.08'; thence N 0° 22' W, along the East line of said SW 1/4 of the SE 1/4 443.00' to the point of beginning of land herein described; thence continuing N 0° 22' W 240'; thence S 89° 38' W 172.03'; thence S 0° 22' E 240'; thence N 89° 38' E 172.03' to the point of beginning.

Property Address: N160W19270 Sherman Road

Tax Key No. V3 0207

PARCEL B

NON-EXCLUSIVE easement for the benefit of Parcel A as disclosed in Warranty Deed recorded on June 22, 1973, in Volume 545, on Page 61, as Document No. 344090.

PARCEL C

That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twenty (20), Township Ten (10) North of Range Twenty (20) East, Village of Jackson, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of said SW 1/4 of the SE 1/4; thence North 01 degree 13 minutes 53 seconds West (recorded as North 01 degree 13 minutes 58 seconds West) along the East line of said SW 1/4 of the SE 1/4, 683.00 feet to the place of beginning of lands herein described; thence at right angles, South 88 degrees 46 minutes 07 seconds West (recorded as South 88 degrees 46 minutes 02 seconds West), 401.97 feet; thence North 01 degree 13 minutes 53 seconds West and parallel to said East line of the SW 1/4 of the SE 1/4, 509.46 feet; thence at right angles, North 88 degrees 46 minutes 07 seconds East, 401.97 feet to a point on said East line of the SW 1/4 of the SE 1/4; thence South 01 degree 13 minutes 53 seconds East along said East line of the SW 1/4 of the SE 1/4, 509.46 feet to the place of beginning. EXCEPTING THEREFROM that part conveyed to Sherman Creek Inc. in Warranty Deed recorded January 15, 2003, as Document No. 968832.

PARCEL D

That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twenty (20), Township Ten (10) North of Range Twenty (20) East, Village of Jackson, Washington County, Wisconsin, described as follows:

Commencing at the South one-quarter corner of said Section 20; thence South 89 degrees 53 minutes 09 seconds East along the section line, 1142.17 feet to the point of beginning of this description; thence South 89 degrees 53 minutes 09 seconds East along the section line 172.07 feet; thence North 1 degree 13 minutes 58 seconds West along the East line of said Southwest 1/4 of the Southeast 1/4, 443.00 feet; thence South 88 degrees 46 minutes 02 seconds West, 172.03 feet; thence South 1 degree 15 minutes 58 seconds East, 438.96 feet to the point of beginning.

PARCEL E

That part of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Twenty (20), Township Ten (10) North of Range Twenty (20) East, Village of Jackson, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South quarter corner of said Section 20; thence South 89 degrees 53 minutes 09 seconds East along the section line, 912.17 feet to the place of beginning of land herein described; thence continuing South 89 degrees 53 minutes 09 seconds East along said Section line, 230.00 feet; thence North 01 degree 13 minutes 58 seconds West, 678.96 feet; thence at a right angle, South 88 degrees 46 minutes 02 seconds West, 229.94 feet; thence at a right angle, South 01 degree 13 minutes 58 seconds East, 673.55 feet to the place of beginning.

Tax Key No. V3-0206-00Z

Sec. 48-136. - A-1 Agricultural District.

- (a) *Generally.* The A-1 Agricultural District is intended to provide for the continuation of general farming and related uses in those areas of the village that are not yet committed to urban development. It is further the intent of this district to protect lands contained herein from urban development until their orderly transition into urban oriented districts is required.
- (b) *Permitted uses.* There are no permitted uses in this zoning district.
- (c) *Conditional uses.* All uses are conditional in this zoning district.
- (d) *Lot area and width.* Farm structures hereafter erected, moved, or structurally altered shall provide a contiguous area of not less than five acres and no farm parcel shall be less than 300 feet in width at the setback line. Accessory farm buildings, existing residential structures, and farm dwellings remaining after the consolidation of existing farms shall provide a lot area of not less than 40,000 square feet and shall be not less than 120 feet in width at the setback line.
- (e) *Building height and area.* No building or parts of a building shall exceed 35 feet in height. No farm dwelling or other residential structure shall be less than 1,100 square feet in area with a first floor area of 750 square feet.
- (f) *Setbacks and yards.* There shall be a minimum building setback of 50 feet from the street right-of-way. There shall be a side yard on each side of the principal structure not less than 25 feet in width and a rear yard of not less than 50 feet.

(Prior Code, § 14.06D.1; Ord. No. 94-06; Ord. No. 94-10; Ord. No. 02-07; Ord. No. 06-08)

STAFF REVIEW COMMENTS

Plan Commission Meeting – December 3, 2020

1. Certified Survey Map – Rod and Chantel Massie - N160 W19270 Sherman Road

Building Inspection

- The subject parcel is currently zoned A-1 (Agriculture) and includes a separate .95 Acre residential parcel containing a residential home which abuts an established residential development to the west (zoned R-4) and undeveloped lands to the east (zoned PUD (Ind.)). The owner is proposing to establish a separate residential lot at the southeast corner of the existing parcel measuring 1.01 acres in area thereby reducing the existing lot from 10.573 acres to 9.563 acres. The smaller existing residential parcel would then be combined with the larger land area to become a single lot.

Owner is also requesting the new parcel re-zoned R-4. This would create a “zoning island” since it would not be contiguous to the existing R-4 development to the west and the PUD (Ind.) lands to the east.

Staff instead suggests that both parcels be zoned PUD to align with the incoming parcels located in the Twin Creeks Subdivision which will also be re-zoned PUD once they are transitioned into the Village. The rezoning of the existing larger lot would be required as it would no longer have the 300-foot lot width at the setback line as required by Ordinance Section 48-136(d). (See attached ordinance reference.)

The re-zoning matter will be considered at a future date.

Public Works/Engineering

- The proposed lot meets all single-family residential zoning classification (R-1 through R-5). The property would have a temporary zoning of PUD (Residential), then the zoning would be confirmed once Sherman Parc is attached to the Village. The Sherman Parc zoning would also be PUD (Residential).
- The proposed CSM allows for a legal creation of two lots with street frontage. The former layout did not meet the zoning code.
- Lot 1 of the proposed CSM will be required to connect to the Village of Jackson Sewer and Water Utilities within one year of the land division.
- All existing well or wells located at N160 W19270 Sherman Road (Lot 2) will be required to have an approved well permit or permits from the Jackson Water Utility.

Police Department

- No Comments

STAFF REVIEW COMMENTS
Plan Commission Meeting – December 3, 2020

Fire Department

- Don't see a huge issue here. It would be good to see a future plot map for the land being that we are most likely going to see this property plotted more in the future.

Administrative/Planning

- No Comments

PROPOSAL

FIRE FACILITIES INC.

314 WILBURN ROAD
SUN PRAIRIE, WI 53590-9401



"ASK BEFORE YOU BUY" - THE ONLY MAJOR STEEL FIRE TRAINING TOWER MANUFACTURED IN THE UNITED STATES



To:	From:	
Jackson Fire Department Attn: Jim Huyser, Training Captain P. 262.677.3811 E: jhuyser@jfdwi.com Proposal # 5256	John Schauf Regional Manager	Date: October 27, 2020 Phone: 1-800-929-3726 or (608) 327-4100 Fax: 1-866-639-7012 or (608) 834-1843 E-mail: jschauf@firefacilities.com

Remarks:

This proposal is regarding the price requested for Jackson, WI.
The total estimated weight for these materials is 51,966.78 lbs.
The total price for this fire tower or parts, F.O.B. destination is \$147,875.00 as described below: * See tax note below
Freight: \$2,250.00

Freight + Material Price: \$150,125.00

- Custom Painted Wesco Model WS-3 (Firefighter) w/ Half Flat and Half Sloped Roof and Sloped Annex Roof w/ Attic Space
Galv. Stairs And Railings Meet OSHA Standards For Private Use And Do Not Meet Building Code Requirements For Public Use
(6) Forged Swivel Rappelling Anchors (Rated for 10,000 lb Ultimate Load And 1,000 lb Working Load)
(1) 3'-0" x 3'-0" Bilco Roof Hatch(es) w/ Ladder to Flat Roof
Parapet Wall On Flat Roof
(1) 10'-6" Long Ladder Hook Bar(s)
Foundation Design Included (Soils Report By Others)
(1) TruForce Forcible Entry Training System(s)/Door(s)
(1) 10.5' x 18' Burn Room With (2) Doors
(1) 120VAC to 9VDC Regulated Power Adaptor for Temperature Monitoring System
Slip-Resistant Roof Coating (Polyurethane Three-Coat Paint System) For All Roof Systems
(1) Three Rail Rappelling Railing System, 42" High, Prime Painted Tubes/Pipes

Option: (1) 30" x 50" x 36" High - 1/8" Thick Stainless Steel Class A Burn Prop(s) With Ash Drawer: \$3,665.00 More

Note: Lighting / Electrical Work is by Others.

Per Drawings Revised On October 27, 2020

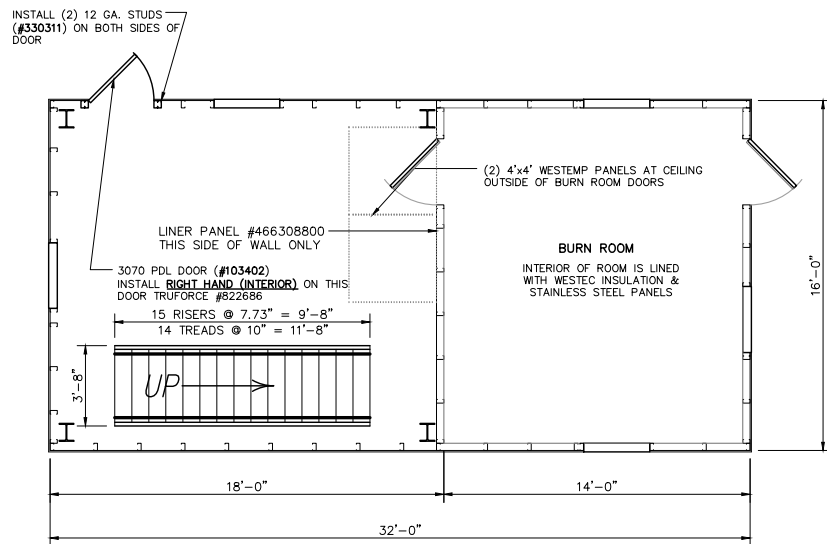
Westec Burn Room Insulation System (The Industry's Best Includes A 15 Year Limited Warranty With Over 450 Installations Nationwide) This burn room insulation system exceeds all other systems and products that have been available to date. The system provides the highest insulation values on the market, it all but eliminates burn room maintenance by providing a durable, corrugated stainless steel protective face. It will withstand and provide continued protection at higher temperatures than any other product.

Ship date is 10-14 weeks upon receipt of signed contract. Payment is due in full, 30 days from ship date. Prices quoted in U.S. Dollars. Prices include the design, materials, fabrication, and freight only - foundation and erection labor prices only if shown.

3004.eff.0320

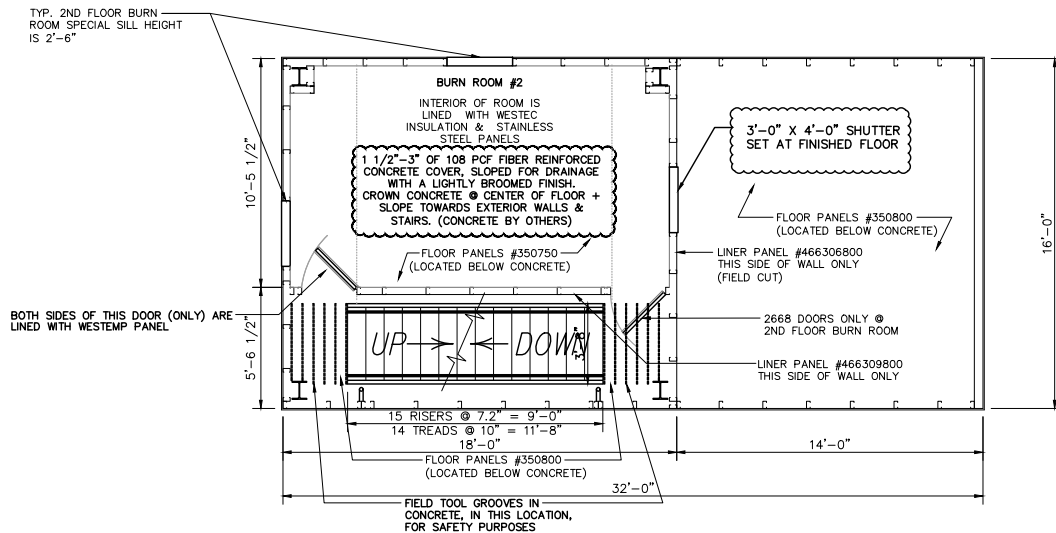
Applicable taxes may need to be added based on location. Prices effective 60 days from date of this proposal.

1 of 1



FIRST FLOOR PLAN

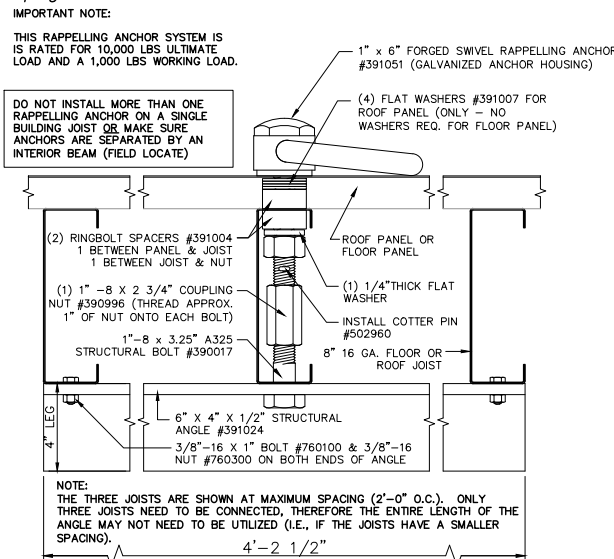
SCALE: 1/4"=1'-0"



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

NOTE: ALL SHUTTERS IN TOWER SWNG IN (#392100 OR #392200), UNLESS OTHERWISE SHOWN
ALL SHUTTERS IN BURN ROOM SWNG OUT (#392300), UNLESS OTHERWISE SHOWN



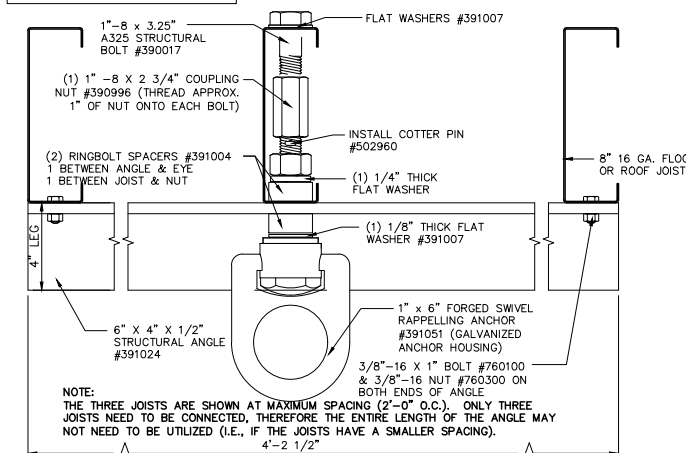
FORGED SWIVEL RAPPELLING ANCHOR INSTALLATION DETAIL

scale: 3" = 1'-0"

IMPORTANT NOTE:
THIS RAPPELLING ANCHOR SYSTEM IS RATED FOR 10,000 LBS ULTIMATE LOAD AND A 1,000 LBS WORKING LOAD.

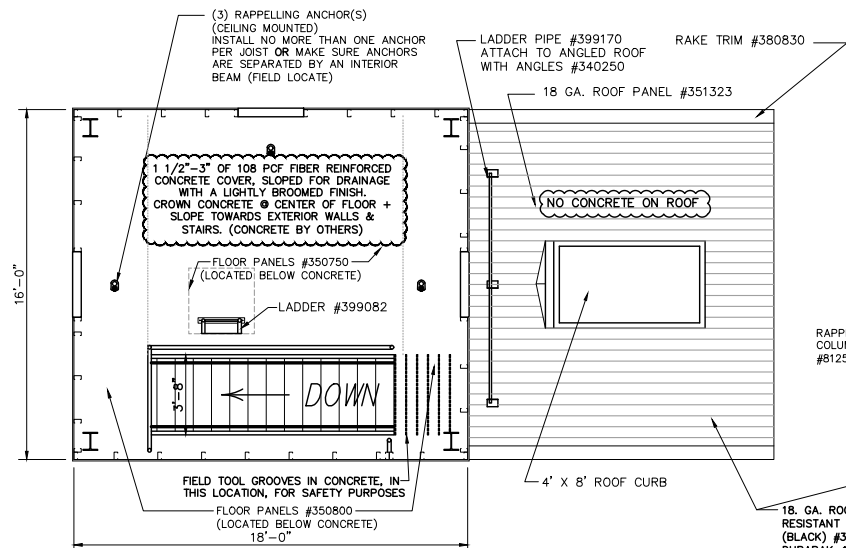
DO NOT INSTALL MORE THAN ONE RAPPELLING ANCHOR ON A SINGLE BUILDING JOIST OR MAKE SURE ANCHORS ARE SEPARATED BY AN INTERIOR BEAM (FIELD LOCATE)

IMPORTANT NOTE:
THIS MUST BE INSTALLED BEFORE PLACING FLOOR OR ROOF PANEL ABOVE



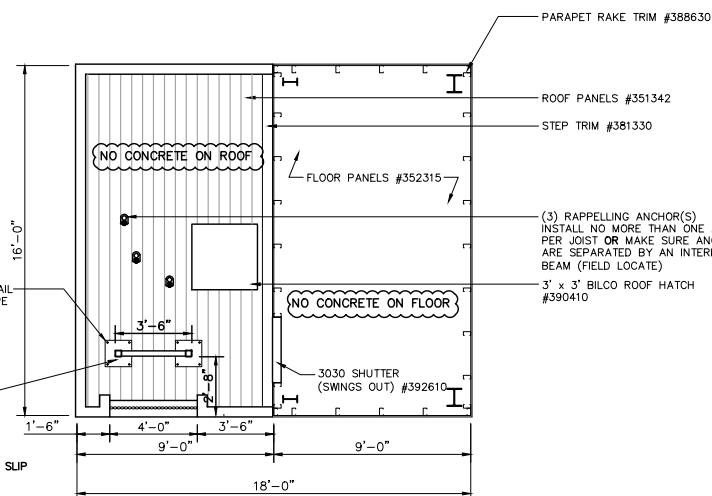
FORGED SWIVEL RAPPELLING ANCHOR CEILING INSTALLATION DETAIL

scale: 3" = 1'-0"



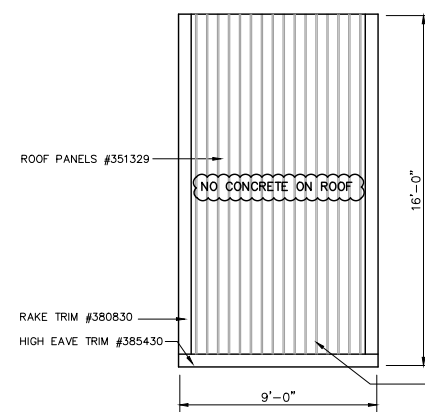
THIRD FLOOR PLAN

SCALE: 1/4"=1'-0"



ATTIC FLOOR PLAN

SCALE: 1/4"=1'-0"



ROOF PLAN

SCALE: 1/4"=1'-0"

FOR APPLICATION INSTRUCTIONS SEE BACK OF PAINT CANS. SHOULD BE APPLIED AT TEMPERATURES BETWEEN 60°F & 95°F FOR BEST RESULTS.

REVISIONS	by
REV A: 10/22/20	SPW
REV B: 10/27/20	DWK

THIS DRAWING AND ALL PARTS THEREOF IS THE EXCLUSIVE PROPERTY OF FIRE FACILITIES, INC.,
314 WILBURN ROAD, SUN PRAIRIE, WI 53590
OFFICE: (608) 327-4100 FAX (608) 834-1843
AND MAY NOT BE REPRODUCED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION.

FIRE FACILITIES
STEEL FIRE TRAINING TOWERS

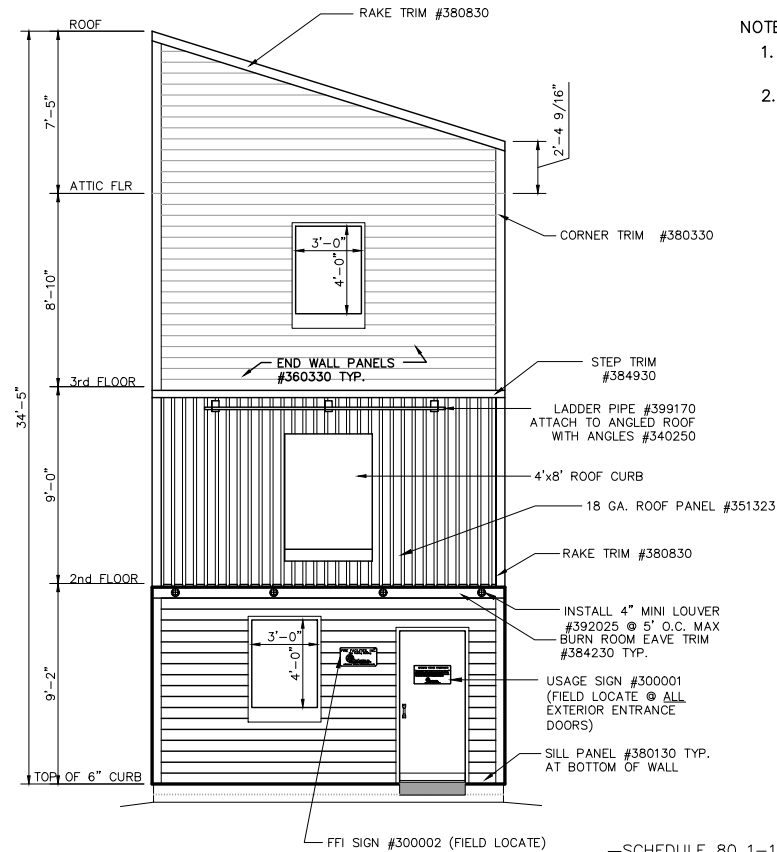


FIRE FACILITIES, INC.
314 WILBURN ROAD, SUN PRAIRIE, WI 53590
OFFICE: (608) 327-4100 FAX: (608) 834-1843
TOLL FREE: (800) 929-3726 TOLL FREE FAX: (866) 639-7012
WWW.FIREFACILITIES.COM; INFO@FIREFACILITIES.COM

Job Description:
WESCO MODEL WS-3
CUSTOM
JACKSON, WI

Sheet Title:
FLOOR PLANS

Date: SEPTEMBER 8, 2020
Drawn by: DWK
Checked by: SPW
Scale: SHOWN
Order No. #5256
Sheet No.

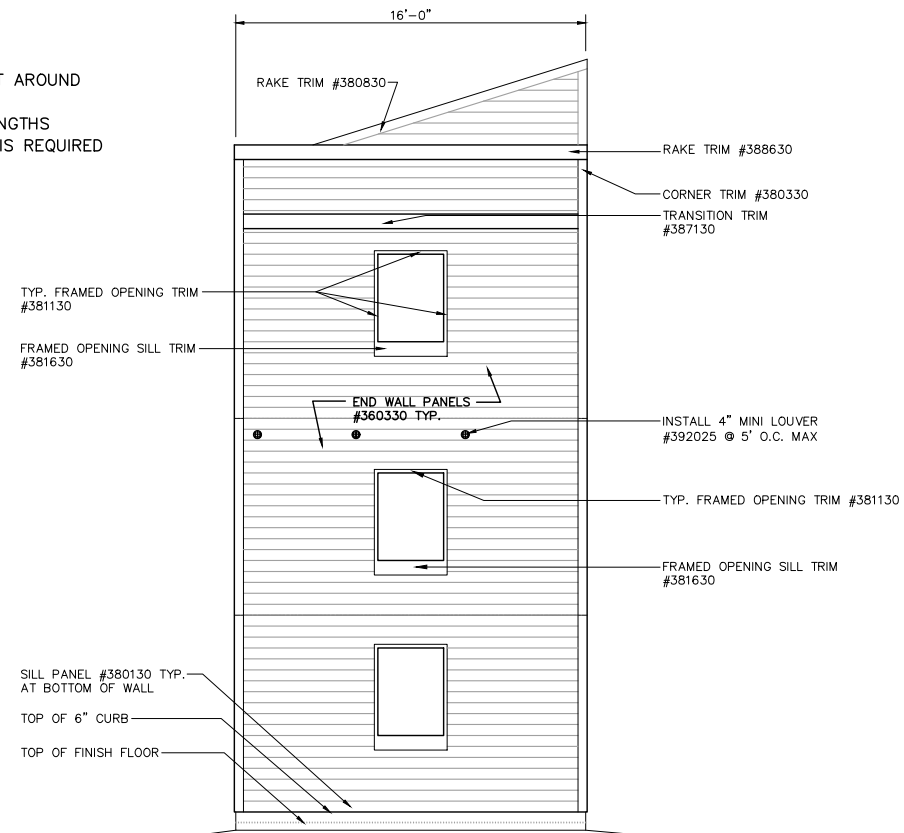


NORTH END ELEVATION

SCALE: 1/4"=1'-0"

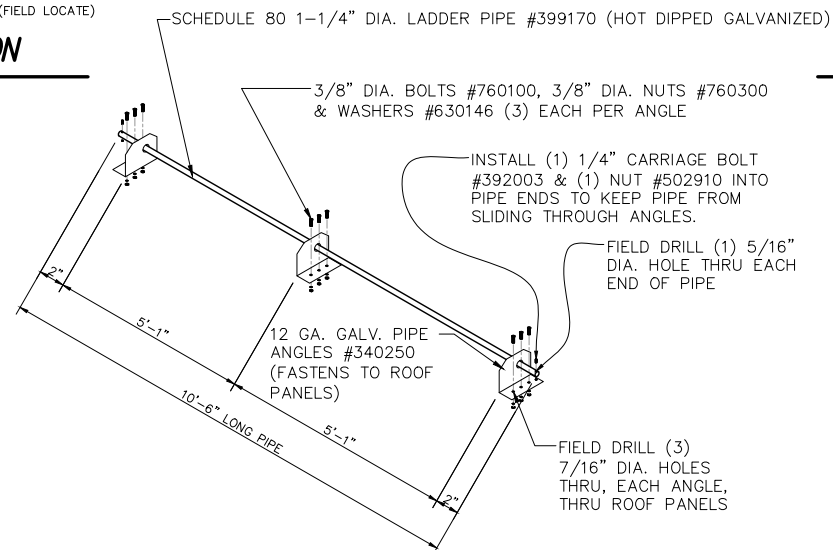
- NOTES:
1. WALL PANEL MUST BE FIELD CUT AROUND FRAMED OPENINGS
 2. TRIMS ARE IN STANDARD 10' LENGTHS SOME FIELD CUTTING OF TRIMS IS REQUIRED

NOTE: BACK PANEL #382430 REQUIRED AT PANEL SPLICES

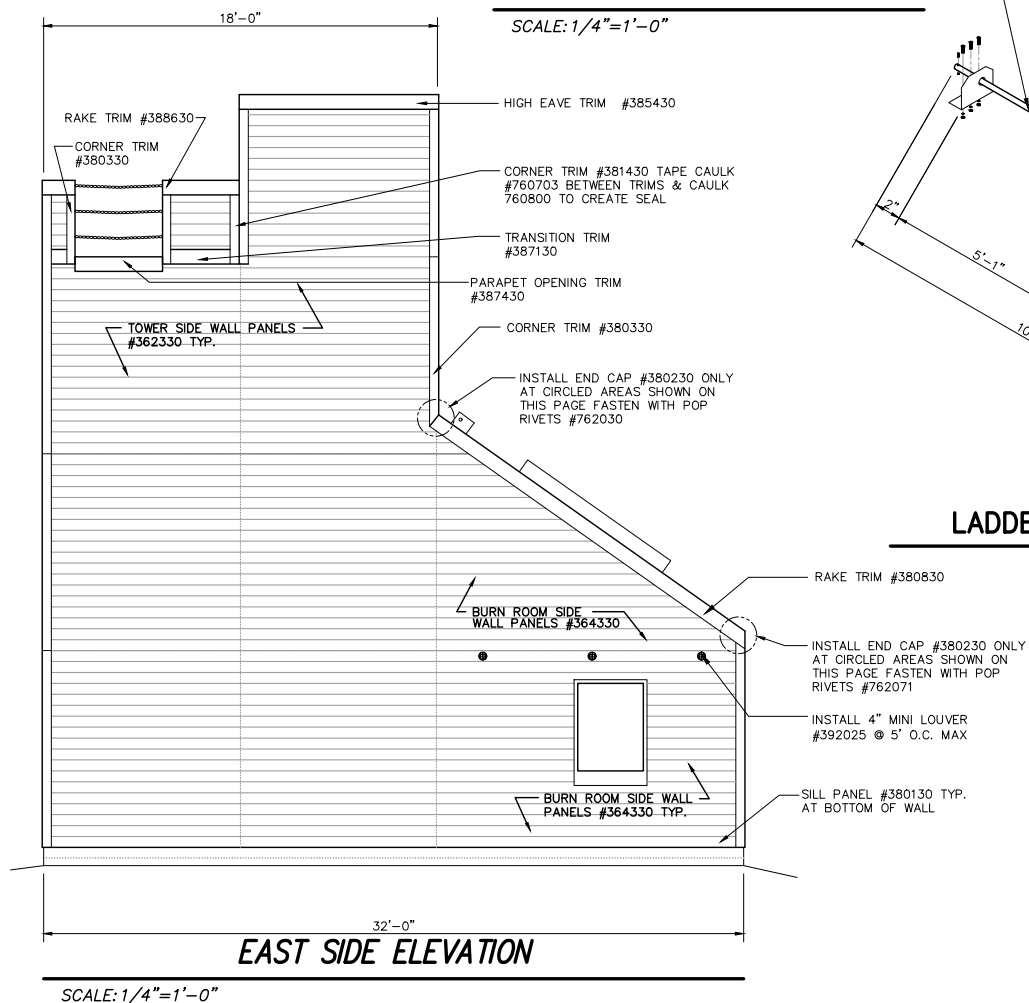


SOUTH END ELEVATION

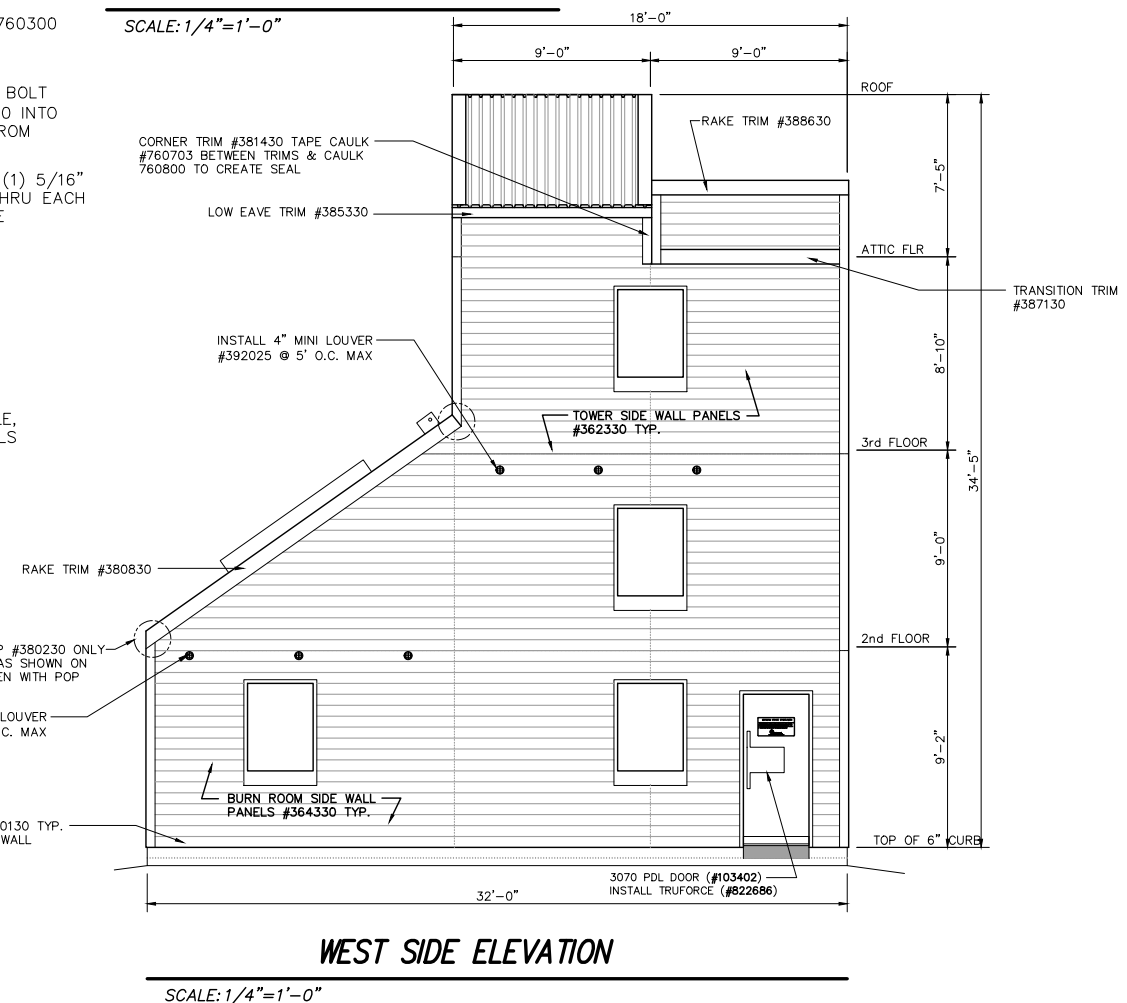
SCALE: 1/4"=1'-0"



LADDER PIPE ANCHOR DETAIL (X2)



EAST SIDE ELEVATION



WEST SIDE ELEVATION

REVISIONS	by
REV A: 10/22/20	SPW
REV B: 10/27/20	DWK

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FIRE FACILITIES
STEEL FIRE TRAINING TOWERS



FIRE FACILITIES, INC.
314 WILBURN ROAD, SUN PRAIRIE, WI 53590
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WWW.FIREFACILITIES.COM; INFO@FIREFACILITIES.COM

WESCO MODEL WS-3
CUSTOM
JACKSON, WI

Sheet Title:
ELEVATIONS

Job Description:

Date: SEPTEMBER 8, 2020

Drawn by: DWK

Checked by: SPW

Scale: SHOWN

Order No. #5256

Sheet No.

DIVISION 13 - SPECIAL CONSTRUCTION

SECTION 13121 - PRE-ENGINEERED STEEL FIRE TRAINING TOWER

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

This Section includes the following:

Fire Training Structure/Tower.
Design Requirements.

1.3 RELATED SECTIONS

The following Sections contain requirements that relate to this section:

1.4 REFERENCES

1.4.1 American Iron and Steel Institute (AISI):

“Specification for the Design of Cold-Formed Steel Structural Members.”

1.4.2 American Institute of Steel Construction (AISC):

“Steel Construction Manual”, Allowable Stress or Load and Resistance Factor Design.

1.4.3 American Society for Testing and Materials (ASTM) Publications:

ASTM A36 “Standard Specification for Carbon Structural Steel”

ASTM A123 “Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products”

ASTM A653 “Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process”

ASTM A924 “Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process”

ASTM A992 “Standard Specification for Structural Steel Shapes”

1.4.4 National Fire Protection Association (NFPA):

NFPA 1402 – “Standard On Facilities For Fire Training And Associated Props”

NFPA 1403 – “Standard On Live Fire Training Evolutions”

1.4.5 International Code Council (ICC):

International Building Code

1.4.6 Occupational Safety and Health Standards (OSHA) for Structures and/or Fire Escapes that Do Not Require Public Occupancy and are Private Use Only:

29 CFR 1910.25 – “Stairways”

29 CFR 1910.29 – “Fall Protection Systems and Falling Object Protection”

PART 2-DESCRIPTION

FIRE TRAINING SIMULATOR

2.1 PURPOSE:

This structure will be used to provide training for fire fighters and leaders in controlled environments, which replicate actual conditions.

2.2 GENERAL:

The fire training structure/tower shall utilize a structural steel frame system and curtain wall design. Structural framing systems are considered the norm for high-rise and commercial structures. The curtain wall/exterior wall panel design produces an ideal buffer or protection between the main structural frame of our building and any exterior elements, so that if an exterior wall panel is damaged (i.e., fire truck hits the side of the tower) no structural damage is likely to occur. This wall panel system also creates a flat surface ideal for ladder or rappelling anywhere on the tower to simulate actual street conditions.

2.3 STRUCTURAL INTEGRITY:

The wind loads, deck and the roof loads stated herein represent the standard criteria. Increased loadings, as may be dictated by local jurisdictions, will be accommodated. The primary structural system shall utilize hot-rolled structural steel column and beam frames sized to meet and exceed the loads as indicated. This training simulator shall be considered a nonbuilding structure for both code compliance and load interpretation. The primary and secondary structural system shall also meet and exceed the loads as indicated while maintaining a maximum deflection of L/240.

2.4 CODE COMPLIANCE:

The fire training structure/tower's primary structural and seismic design shall be in accordance with the building code having jurisdiction in the area of the project. Due to the unique nature of the intended use of these fire training structures/towers; the structure and fire escape stair design (rise/run), handrail extensions, guard openings, riser openings, means of egress, fire wall requirements as well as other construction issues, are not expected to satisfy the criteria of buildings intended to accommodate public occupancy. This may require a building code variance in some locations; however, this simulator shall meet applicable building codes and NFPA 1402 standards. It is the responsibility of the owner to obtain such variance if required.

2.5 MATERIALS:

All materials shall be new and shall conform to applicable ASTM specifications. All structural or nonstructural materials used, 10 gauge or less in thickness, whether exposed or not to the elements shall be **hot-dipped galvanized. When any mention of galvanized is noted within these specifications, it shall be implied to mean hot-dipped galvanized.** Any exposed material which is not galvanized, shall be given one coat of shop paint.

2.6 FASTENERS:

All fasteners utilized with galvanized steel panels not exposed to the elements shall be electro-galvanized. All exterior fasteners shall be furnished with a contained EPDM washer under the head for sealing. Structural columns and beams shall be field bolted with (A325) 5/8" diameter electro-galvanized bolts or larger. Anchor bolts shall be furnished by the concrete contractor, unpainted and of the size specified on the anchor bolt plan.

2.7 WEATHER SEALING:

All joints in weather tight areas are to be sealed with tape caulk or foam closures as specified on the building plan. Because of the intended use water tightness of simulators is not required or assured.

2.8 ROOF SYSTEMS:

Roofs shall be decked with 30" or 36" wide, 18 ga. unpainted galvanized 18 gage steel deck per **ASTM A-653, class G60** with recessed fasteners and shall meet the stated design load. Panels must have 6" on center cell spacing with an actual 4 1/4" flats with an actual 1 3/4" wide recesses and a maximum of 1 1/2" deep recesses. Panels must be roll formed.

2.9 EXTERIOR WALL SYSTEM:

Wall panel/curtain wall system shall provide for a concentrated rappelling/ladder load of 890 pounds while the primary structural framing supporting this wall system shall provide for a concentrated point load of 2300 pounds. **Rake trims, parapet rake trims, and window opening sill trim corners shall be beveled to prevent rope chafing, personal injury, or equipment damage.**

2.10 WALL PANELS:

The exterior wall panels shall be essentially flat to allow for safe laddering and rappelling anywhere on the simulator without the requirement of additional exterior surface plates to form a flat surface. The exterior wall panels shall be of 18 ga. hot-dipped galvanized steel per ASTM A-924, class G-90. Panels shall have nominal 4 3/4" flats with a maximum 1 1/8" wide recesses and shall be set in the horizontal plane. Since panels are set in the horizontal plane, sealants are

not required to make this structure weather tight (sealants in extreme temperature environments will breakdown prematurely). Panels must be brake formed to provide a maximum 1/8" inside radius. All end joints of all panels must be backed by a splice panel, which extends a minimum of 12" either side of the joint (24" total). Exterior walls panels shall be painted from the customer's choice of the manufacturer's available colors.

The interior wall panels shall be corrugated for added strength and durability. The interior wall panels consist of hot-dipped galvanized steel per ASTM A-924. The interior wall panels shall have a 3/4" deep maximum corrugation at 3 1/2" on center and shall be set in the vertical plane. Interior wall panels shall be painted white.

Painted wall panels (interior and exterior) shall be manufactured from coil coated steel meeting ASTM A-924, hot-dipped galvanized, and painted with a **paint system on both sides** of the panel. The base coat shall be a 0.2 to 0.25 mil coat of a polyurethane primer. The topcoat shall be a 0.7 to 0.8 mil coat of silicon protected polyester on the face side. The paint, on both sides of the panel, is to be baked on. The finished surfaces are to have a light wax coating applied after painting.

2.11 SECONDARY WALL FRAMING:

Wall framing shall be of conventional steel stud construction. Studs are to run vertically to represent common stud construction and be spaced at no more than 24 inches on center. Stud size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all interior and exterior finishes and trims as provided with the building system.

2.12 SECONDARY ROOF FRAMING:

Roof framing shall be of conventional steel joist construction. Joists are to be spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. All rough openings shall be framed in the conventional manner and provide fastening surfaces for all floor and roof decks as provided with the building system.

2.13 WINDOW & DOOR LOCATIONS:

Window and door locations indicated on the drawings are suggested only. All such openings are to be field cut and with the exception of the stair wall, may be located according to preference.

2.14 WINDOW SHUTTERS:

All window openings shall be provided with a swinging shutter of the proper size for the opening. Framed opening studs/jambs shall be 16 ga. galvanized steel. Shutters for all areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924. Shutters will be

provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade, and provided with the appropriate quantities per shutter (see paragraph below). A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single panel/sheet shutters. Galvanized shutters are required to prevent premature rusting. All shutters shall be provided with a galvanized hold open and an operating lever latch with handles on both the inside and outside of the shutter. This latch shall have a padlocking handle and its case shall be 1/8" thick zinc plated steel with a black powder coated finish.

Shutters for all areas except the burn room shall have two heavy-duty hinges. Shutters for the burn room areas shall have three heavy-duty hinges. In addition, burn room shutters shall be protected with a 1" thick Westemp insulation panel mounted on the inside of the burn room.

2.15 DOORS:

Doors for all areas except for burn areas shall be double skins of 18 ga. galvanized steel (total thickness), per ASTM A-924, and shall be an insulated hollow metal swing doors with 3 stainless steel ball-bearing hinges and full weather stripping. Framed opening studs/jambs shall be 16 ga. galvanized steel. This 1 3/4" thick door shall have a baked-on enamel finish and will include a lockset. Locksets shall meet ANSI A156.2 Series 4000 Grade 2 certifications and shall be keyed alike. Doors on 1st floor mounted at top of curb shall include a door sweep to allow for hose advancement even when door is closed to exterior of tower.

Doors for the burn areas shall be made with double skins of 18 ga. galvanized steel per ASTM A-924 with four heavy-duty hinges. The hinges shall be ball-bearing swaged mortise mount, 4" x 4" x 5/32" thick stainless steel, commercial grade. Doors will be provided as a 1-3/8" thick factory welded hollow metal assembly with a minimum of 3 vertical interior hat channel stiffeners and a 14 ga. hinge reinforcement. A hollow metal welded assembly shall be used to prevent premature temperature warping that occurs on single sheet doors. Galvanized doors are required to prevent premature rusting. Framed opening studs/jambs shall be 16 ga. galvanized steel. Doors shall be provided with a galvanized hold open, a 6 1/2" door pull, an adjustable spring closure, and an operating lever latch. This operating lever latch shall have handles on both the inside and outside of the door, a padlocking handle, and its case shall be 1/8" thick zinc plated steel with a black powder coated finish. A door sweep is to be provided to allow hose advancement even when door is closed to exterior of burn room. In addition, burn room doors shall be protected with 1" thick Westemp insulation panels mounted on the inside of the burn room.

2.16 PARAPET WALLS:

Parapet walls, if utilized, shall be designed to resist a load of 50 lb/ft and a concentrated point load of 200 lbs in any direction at the top. This wall shall incorporate a minimum of 12 ga. galvanized studs at one foot on center with 18 gage wall panels installed on both sides. The

parapet shall incorporate an integral draining system that provides for uniform drainage without the need for a concrete roof covering.

2.17 SECONDARY FLOOR SYSTEM:

Interior decks shall be of six inch wide, unpainted 18 ga. **slip resistant galvanized steel** per **ASTM A-924, A-60** with recessed fasteners and shall meet the stated design load. Panels must have nominal 5" flats with a maximum 1" wide by 1" deep recesses (maximum 1" recess is required to prevent potential injuries). Panels must be brake formed at 90 degrees and provide inside radiuses no greater than 1/8". All floor and roof decks shall be framed with light gage steel "C" joists spaced at no more than 24 inches on center and shall have a maximum span length of 14 ft. Joists size and gage shall be determined by the design engineer, and shall accommodate all design criteria stated in other sections of this specification. Concrete floor covering shall be specified for the entire floor system excluding the attic floor. Concrete floor covering is by others.

The concrete shall be a minimum of 1 1/2" thick and shall be fiber reinforced. The concrete shall be pitched toward exterior walls and doors. Even with concrete covering, the steel floor panels, located below, shall alone be designed to carry all of the required loads and shall still be a minimum of 18 ga. thick galv. steel. Concrete is prone to damage in high temperature burn areas and in unheated structures due to freeze/thaw conditions, therefore concrete cannot be used to increase the design strength of the steel floor panels/decks in fire training structures.

2.18 STAIRS AND ACCESSORIES:

2.18.1 Stair widths shall be a minimum of 3'-8" wide. Stair rails shall include 36" high handrails and 42" high guardrails on both sides of the stairs. Handrail extensions are not to be utilized to prevent unnecessary hazards when training. Stringers shall be plate, treads and platforms are bar grate, and risers to be open. Bar grate treads (19W4 x 1" deep) are to be factory attached to the stringers and shall include a diamond plate nosing. Stairs shall be designed to resist a loading of 100 psf and a minimum concentrated tread load of 1000 lbs .

2.18.2 Handrails and guardrails shall consist of schedule 40 - 1 1/4" i.d. (1.66" o.d.) round pipe and the openings between guardrails shall not exceed 12" (minimum of three horizontal rails required). Handrails and guardrails shall be designed to resist a linear load of 30 plf and a concentrated point load of 200 lbs. Guardrails on stairs shall be an all factory welded assembly. Guardrails at openings shall have a factory welded post assembly to allow for the attachment of horizontal rails and shall be a minimum of 42" high.

2.18.3 Stairs, stringers, handrails, guardrails, bar grating, ladders, and platform frames shall be hot-dipped galvanized per ASTM A-123. All welds, holes, cutting, and bending must be made prior to hot-dip galvanizing.

2.19 WS-3/FIREFIGHTER FEATURES:

2.19.1 TOWER SECTION

18'-0" x 16'-0" x 34'-5"
Half flat and half 16 degree pitched roof
Wind Load 105 MPH, Exposure C, Risk Category I
Roof live load 100 PSF
Deck live load 100 PSF (including attic area)
Interior stairs to the 3rd floor level
Interior fixed ladder, 3rd floor to flat roof
3' x 4' window openings w/ steel shutters (see drawings for Qty.)
3' x 3' window openings w/ steel shutters (see drawings for Qty.)
3' x 7' exterior steel door (see drawings for Qty.)
2'-6" x 6'-8" interior steel door (see drawings for Qty.)

2.19.2 BURN ROOM (ANNEX)

14'-0" x 16'-0" x 19'-10" High
8½" in 12" single pitch roof
Wind Load 105 MPH, Exposure C, Risk Category I
Roof live load 100 PSF
Deck live load 100 PSF (including attic area)
3' x 4' window openings with steel shutters (see drawings for Qty.)
3' x 7' exterior metal door (see drawings for Qty.)
3' x 7' interior metal doors (see drawings for Qty.)
4' x 8' roof chop-out curb, 12 ga. galvanized (see drawings for Qty.)
Westec insulation system & temperature monitoring system.

2.20 ADDITIONAL FEATURES TO BE INCLUDED:

Forged Swivel Rappelling Anchor

(6) Rappelling anchors shall be rated for an ultimate load of 10,000 lbs and working load of 1,000 lbs (exceeds OSHA load requirement 29 CFR 1926.502(d)(15) and meets NFPA 1402 standard 11.2.1). The anchor housing shall be galvanized aircraft quality alloy and capable of a 360 degree swivel and 180 degree pivot. Each anchor shall be 200% proof-load tested.

Roof Hatch 3'-0" x 3'-0"

Provide (1) Bilco 3'-0" x 3'-0" roof hatch in the *tower flat* roof. The hatch shall be equipped with compression spring operators, positive latching mechanism, automatic hold open arm, and shall be galvanized steel with prime paint covering.

Ladder Hook Bar

The ladder hook bar is used on sloped roofs to ensure a safe attachment of the trainee's ladder hook when setting the ladder on the roof itself. This system consists of 10'-6" long schedule 80 pipe with 12 ga. pipe angles for attachment. This system shall be hot-dipped galvanized. – (1) ladder hook bars required

Secondary Burn Room

Secondary burn room 10'-6" x 18'-0" to be located on the tower 2nd floor. The burn room shall incorporate two swing doors. Interior of room shall be protected with a stainless steel insulating system described in section 2.22. Room shall be capable of 1850°F burns.

Foundation Design

The foundation shall be designed to handle the structural tower loads (loads designated by the tower manufacturer) along with the existing soil conditions (soil test/report by others). All ground floor columns and stud walls shall sit on a concrete curb and the interior of the ground floor slab shall be sloped to aid in removing the high volumes of water utilized in these types of structures.

Forcible Entry Training System/Door

Heavy duty steel door equipped with a forcible training mechanism. The TruForce forcible training mechanism is made from ¼" thick steel, is easily reset, provides adjustment for the jamb/door leaf gap, and also allows for different force settings by simply changing the size of the customer supplied furring strip sizes. Provides training for breaching a locked door. Approved manufacturer of this forcible training mechanism is TroxFire Training Solutions. – (1) required

Durabak™ Slip-Resistant Paint Roof System

18 ga. galvanized roof panels on all roof systems are covered with a three-coat paint system. The basecoat shall consist of an etch primer while the two topcoats will consist of a finishing polyurethane paint with embedded rubber aggregate. This paint shall be slip resistant, waterproof, abrasion, chemical, salt water, UV and corrosion resistant. Note: Paint does not cover recesses in panels, only the flats of the panels. Acceptable manufacturer of this paint system is The Durabak™ Company.

Rappel Railing System

Three rail rappelling railing system (prime painted) is 42" high and consists of (3) 3" diameter pipes (schedule 80) set horizontally at 12" on center. This system allows the rope to run from the rappelling ring tie off point, at the deck, overtop to the trainee. It is used to aid trainees in rappelling exercises by raising the rope up off of the roof deck to help with the initial roof edge situation. – (1) rappelling railing system(s) required

2.21 FEATURES TO BE BID AS SEPARATE OPTIONS:

Class A Burn Prop

A solid stainless steel prop with dimensions 30" x 50" x 36" is designed to hold class "A" materials 18" up off of the floor surface. All welded construction with a removable stainless steel

ash drawer to catch debris, yet let water pass through. This unit is designed to hold pallet lumber and straw. The unit includes heavy duty locking casters that allow easy relocation of the seat of the fire, yet will lock in place. Weighs 300 pounds. – (1) props required

2.22 STAINLESS STEEL BURN ROOM INSULATING SYSTEM:

Two-inch thick insulating blankets with a protective skin of stainless steel face panels are to be provided for the interior walls and ceiling for the burn areas (precut to length - field cut at door and window openings). The doors and window shutters shall be protected with a minimum of one-inch thick burn room insulating panels (precut to fit).

The insulating blankets shall be rated for 2300 degrees F. and shall be unaffected by the application of water. The insulation blankets shall not crack or break, shall be free from asbestos, and shall not produce toxic byproducts in the course of the intended use. The two-inch thick insulation blankets shall have a maximum K value of 0.74 at 1200 degrees F and 0.48 at 800 degrees F (please note – smaller K values denote better insulating values of the system).

The face panels shall have a $\frac{3}{4}$ " maximum corrugation at 3 $\frac{1}{2}$ " on center to allow for lateral expansion when exposed to high temperatures. The base material, of the face panels, shall consist of type 304 stainless steel for corrosion protection and thermal performance at high temperatures. These panels shall attach to thermally protected channels with stainless steel screws. Stainless steel trims (type 304) shall protect all wall and door/shutter opening corners. All face screws exposed to fire shall be stainless steel and these screws shall not protrude through the backside of the insulating blanket (through screws are not permitted for maximum thermal protection).

The stainless steel face panels shall not be restrained from expanding at high temperatures, but rather the integral system shall be designed to accommodate the panel movements without creating any buckling or warping of the panels. All panels and trims shall be screw attached to allow for easy maintenance or inspection without disrupting the systems ability to move; welded panels are not allowed. Trims are to be designed to accommodate thermal expansion either through the use of slip connections or planned deformations.

Doors and window shutter insulation panels shall be pretreated water resistant, free from asbestos and shall not produce toxic byproducts in the course of the intended use. Insulation panels shall withstand a constant temperature of 1200 degrees F. and shall be unaffected by the application of water.

Temperature Summary

1. Maximum safe training temperature for life safety is 1200 degrees F (continuous)
2. Maximum service temperature for the insulation panels (doors and window shutters) is 1200 degrees F (continuous)
3. Maximum service temperature of the wall and ceiling insulating system is 1850 degrees F (continuous)

4. Maximum insulating blanket service temperature is 2300 degrees F (continuous)

2.23 INTEGRATED TEMPERATURE MONITORING SYSTEM:

Three temperature sensing devices/thermocouples are to be provided for the interior of each burn room. The thermocouples shall be isolated and consist of fiberglass insulated wiring with sealed stainless steel probes. The fiberglass insulated wires shall be further protected by a stainless steel overbraid for increased durability and protection. Ceiling thermocouples shall protrude into the area perpendicular to the ceiling while all stainless steel encased wall thermocouples shall only run parallel to the walls for safety concerns.

Temperature monitoring shall be sustained with a multiple input, LCD display pyrometer. The pyrometer shall be connected to thermocouples, which are located within the burn areas for temperature reading, and mounted in a lockable NEMA 3R weatherproof box. This pyrometer shall display all attached thermocouple temperatures simultaneously, continually display the maximum peak temperature, have touch sensitive buttons, include a backlight, and have an onscreen programming menu. The pyrometer shall have an internal audio alarm and the ability to connect external devices (i.e., external audio/ visual alarms or texting alarms). Temperature limits shall be user programmable to enable alarms. The pyrometer shall also be capable of data logging which shall include: 90 hour training memory with time and date stamp, onscreen viewing of data, download capabilities of data via infrared interfacing to handheld module. This handheld data acquisition module's data can then be brought to an offsite Windows based computer for download via the SD/SDHC data storage card provided. A visual basic program shall be provided that allows for the user's custom input and also automatically converts the temperature data to both an electronic datasheet and a graph via the user's own Microsoft Excel software.

The pyrometer shall also include Bluetooth connectivity direct to a customer provided Android phone or iPhone device (Bluetooth range is approximately 270 feet without obstructions). Via a supplied app, the device shall display the pyrometer's real time temperatures for up to 9 thermocouples, maximum temperature reached, battery life, current time, if logging is enabled, visual and audio alarms, and if the memory is full. The display will also notify the user, if you are disconnected from the pyrometer. This unique application allows the training and safety officers to be away from the area where the pyrometer is installed, while still being able to monitor the temperatures within the burn rooms, and ensure that the operation of the burn room is conducted within a safe and controlled environment.

2.24 DESIGN, DRAWINGS & DATA:

The supplier shall be responsible for providing the design exclusive of the foundation. Shall submit, as requested, structural calculations for review. Will, within 15 working days after the receipt of order, submit 2 sets of drawings detailing anchor bolt loadings and locations as well as general plans and elevations. Will submit 2 sets of assembly (steel erection) drawings and 2 sets of assembly manuals concurrent with the shipment of materials. Building parts shall each be

identified by individual part numbers clearly written on or attached to the part. Part numbers shall coincide with the drawings.

2.25 DELIVERY, INSPECTION & STORAGE:

All components and accessories shall arrive via flatbed trailer. Materials for the burn room may arrive separately via common carrier. Inventory of delivered materials must be taken during delivery or shortly thereafter. Damage to, or shortages noted during delivery must be noted on the freight bill and reported at once to the manufacturer. All claims for damages or shortages must be reported within 48 hours of delivery. Security and materials protection in storage is the responsibility of the receiving party. Materials packaged in small cartons must be stored in a secured area to prevent theft and/or damage by the elements. Materials stored outside must be stacked on pallets and covered with suitable waterproof coverings (not plastic).

2.26 WARRANTY:

2.26.1 General Warranty

The tower supplier shall certify that the training tower and its components have been designed to meet the contract specifications. The tower supplier shall warrant the materials and components to be free of fabricating defects for a period of **one year** from the date of shipment. This warranty is limited to the replacement of defective parts, or at the tower supplier's option, authorization may be given to the PURCHASER to charge back to the supplier an agreed upon amount for extra fieldwork. The supplier will not ship replacement parts nor authorize extra work to any party other than the ORIGINAL PURCHASER. Any pre-engineered structure will require the erector to furnish a certain amount of field fabrication and / or modifications as stated in the manufacturer's handbook. Sections of work requiring field cutting or drilling are indicated on the drawings or in the assembly manual. Other field modifications may be necessitated by site conditions beyond the manufacturer's control. The foregoing are not subject to warranty.

2.26.2 Burn Room Insulation Warranty

The burn room wall and ceiling insulation system shall be covered by a **15 year** limited warranty that provides coverage against a break in the thermal barrier caused by cracking, breaking, and spalling. This warranty is to apply to products under normal use and recommended service temperatures - but shall also include damage that has been caused by thermal expansion, thermal contraction, impact load, and thermal shock. This warranty is to be limited to component replacement or repair of defective components at the manufacturer's option. The replacement cost of the materials shall not be prorated over the warranty period itself (i.e., the supplier shall bear 100% of the material replacement cost for the duration of the warranty).

2.26.3 Paint Warranty

The paint system shall provide a 30/25 year limited warranty on paint finish, which includes chalking and breakdown of film integrity.

2.26.4 Structure Warranty

A 5-year limited warranty shall be provided on the structure itself.

2.27 SUBMITTALS:

2.27.1 GENERAL: Submit the following in accordance with the Conditions of the Contract and Division 1 Specification Sections:

2.27.1.1 PRODUCT DATA, floor plans, elevations, catalog, general specifications, locations of similar projects completed.

2.27.1.2 SAMPLES of the manufacturer's standard color charts covering both the siding colors and the door and window trim colors shall be furnished to the owner.

2.27.2 QUALITY ASSURANCE:

2.27.2.1 MANUFACTURER QUALIFICATIONS:

The manufacturer shall have a minimum of 10 years successful experience in designing and manufacturing Fire Training Towers of similar size and scope as project requires.

2.27.2.2 ENGINEERING PROFESSIONAL QUALIFICATIONS:

The engineering professional who designs the structure for the project must be registered in the State of the fire training tower's location and have successfully designed a minimum of 10 fire training towers. Upon request, the engineering professional shall submit an Engineering Qualifications Form stating his licensing number in the state of licensure, as well as listing a minimum of 10 fire training towers that he has designed and stamped.

Remove if erection not included in this bid.

2.27.2.3 ERECTOR QUALIFICATIONS: The erector shall provide evidence of successfully completing two Fire Training Towers of similar size and scope or shall be a certified Fire Facilities erector, as project requires.

2.28 SUPPLIERS/SYSTEMS:

2.28.1 Acceptable Suppliers/Systems: Fire Facilities, Inc.[®] , 314 Wilburn Road, Sun Prairie, WI, 53590, Phone: 800/929-3726 or 608/327-4100, Fax: 866/639-7012 or 608/834-1843, E-mail: info@firefacilities.com, Website: www.firefacilities.com

2.28.2 Alternate Suppliers/Systems: Any systems/materials not explicitly meeting the specifications stated herein, shall be pre-approved fourteen days prior to the bid due date. For all systems/materials in question, the supplier/contractor shall provide samples, written specifications, burn room insulation thermal performance values, warranties, full set of drawings, and MSDS. An itemized list must be provided that specifically references each item that deviates from this specification. In any case, all performance and warranty criteria stated herein must be met without exception.

PART 3-EXECUTION *Remove if erection not included in this bid.*

3.1 GENERAL

Comply with the manufacturers recommendations for preparation and storage of the tower components.

3.2 EXAMINATION

Verify that concrete work has cured a minimum of 14 days. Verify that anchor bolts are at the proper spacing and protrude the proper amount above the concrete. Report any variances to the owner's representative prior to proceeding with erection.

3.3 ERECTION

Follow the details supplied by the manufacturer. Report any discrepancies to the manufacturer prior to proceeding.

3.4 FIELD QUALITY CONTROL

3.4.1 DEFECTIVE WORK

Materials, components and assemblies not complying with the manufacturer's installation recommendations shall be repaired or replaced, at the option of the manufacturer.

3.4.2 INSPECTION

Verify that all bolted connections are tight, self-drilling screws with integral washers are seated snugly without washer distortion and rivets have not pulled through the attached materials. Replace improperly set or damaged fasteners.

Inspect all panels, trims and accessories for proper installation and fit. Replace any item which is damaged, warped or distorted. Insure that all field mitered corners fit tightly and smoothly.

3.4.3 ADJUSTING

Adjust all shutters, swing doors and hatches so that they swing smoothly without binding and so that the appropriate hardware latches without forcing or slamming. Insure that all closures are adjusted so that they close smoothly.

Check all electrical and mechanical devices to make sure that they are working properly. Temperature monitoring systems must be checked to see that each thermal-couple works accurately. Fans must be tested and demonstrated as working at all speeds.

3.4.4 CLEAN-UP

At the end of each day check the site and pick all debris and garbage. Insure that all materials are secured in a neat and orderly fashion.

Thoroughly clean the tower inside and out at the completion of the erection process to remove all debris, garbage, packing materials, metal shavings and dirt.



Wisconsin Based
Experienced Erectors

Please contact each erector individually to request labor to erect quotation.

A-Marks Construction

2328 Mitchell St.

Racine, WI 53403

Contact Person: Allen Marks

Office Phone: (262)321-9268

Email: amarksconstruction@gmail.com

Berriochoa Construction, LLC

741 Selden

Columbus, WI 53925

Contact Person: Brodie Berriochoa

Phone: (608)445-5952

Email: berriochoa1@outlook.com

This list of contractors includes those who are experienced with the erection and installation of the FFI building system and accessory products. We do not make any representation regarding any contractors' licensing or registration to perform work in any individual jurisdiction. The person or entity that assumes the role of general contractor is responsible for ensuring that any subcontractor employed has the appropriate business and contractor registrations and licenses required by the jurisdiction in which the jobsite is located.

Labor to Erect Quote for Fire Facilities Wesco Model WS-3 (custom) "Firefighter"

As per reference drawings, and specification

REFERENCE

TRAINING TOWER MODEL: Wesco WS-3 "Firefighter (WS-3)

DRAWINGS: #5256, dated September 8, 2020, Revision 'B' on 10/27/20

SPECIFICATION: JACKSON, WI - Custom WS-3 "Firefighter", dated October 27, 2020

BASE BID

PRICE to ERECT: \$ 89,800⁰⁰ numerical format

PRICE Written in words: Eighty nine Thousand + Eight Hundred Dollars

ADD ALTERNATE:

1. Concrete Floor Covering on 2nd & 3rd Floors

Price \$ 4800⁰⁰ numerical format

Price in Words: Four Thousand Eight Hundred + ^{no}/100

*Note: If not bidding any item, please indicate by writing "No Bid" for that item.

Bidder Information:

Company Name: A Marks Construction LLC

Business Address:

2328 Mitchell St. (street)

Racine, WI 53403 (city, state, zip code)

Contact Person: Allen Marks (print name)

Contact Phone: (262) 321-9268

Mobile Phone: (262) 321-9268

Authorized Signature: Allen Marks Date: 11/05/20

Title: Owner

Labor to Erect Quote for Fire Facilities Wesco Model WS-3 (custom) "Firefighter"

As per reference drawings, and specification

REFERENCE

TRAINING TOWER MODEL: Wesco WS-3 "Firefighter (WS-3)

DRAWINGS: #5256, dated September 8, 2020, Revision 'B' on 10/27/20

SPECIFICATION: JACKSON, WI - Custom WS-3 "Firefighter", dated October 27, 2020

BASE BID

PRICE to ERECT: \$ 82,000.00 numerical format

PRICE Written in words: Eighty-Two Thousand 00/100

ADD ALTERNATE:

1. Concrete Floor Covering on 2nd & 3rd Floors

Price \$ 5500.00 numerical format

Price in Words: Fifty Five hundred 00/100

*Note: If not bidding any item, please indicate by writing "No Bid" for that item.

Bidder Information:

Company Name: Berriachoa Construction Inc

Business Address:

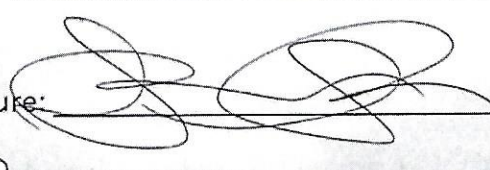
741 Selden St (street)

Columbus WI 53925 (city, state, zip code)

Contact Person: Brodie Berriachoa (print name)

Contact Phone: (608) 445 5952

Mobile Phone: (1) Same

Authorized Signature: 

Date: 11/6/20

Title: Plus



November 9, 2020

Jackson Municipal Complex

N168W19721 Main St
Jackson, WI 543037

Burn Tower Foundation

Mike Koenig Construction Co. Inc. is pleased to provide the following budget pricing for the burn tower foundation per the following specifications.

• Excavation and Backfill	\$ 3,500.00
• Foundations including footings, walls and reinforcing, anchor bolts	\$ 10,500.00
• Interior curb	\$ 1,200.00
• Floor slab	\$ 3,500.00
• Deduct 8" Slab from original plan	\$ -4,320.00
• Contingency	\$ 2,500.00
• No winter conditions, budget pricing only subject to final verification	

Labor & Material: \$ 16,880.00

Mark-up: \$ 2,532.00

Bond: \$ 388.00

NET SUM OF: \$ 19,800.00

Please sign below to indicate your approval.

Owner Signature

Date

Note: If this proposal is accepted an official contract change order will be issued which will adjust the total contract amount accordingly.

Respectfully Submitted,

MIKE KOENIG CONST. CO., INC.

Pete Schmoll

Pete Schmoll

Project Manager



August 1, 2018
Village of Jackson
Plan Commission Research

Chicken Ordinances from Various Wisconsin Communities

1. Allouez
2. Cedarburg
3. De Pere
4. Grafton
5. Madison
6. Milwaukee
7. Oshkosh
8. Plymouth
9. Rhineland
10. Shawano
11. Waukesha, Town of
12. Wausau
13. Wauwatosa
14. Whitewater

Village of Allouez, WI
Wednesday, August 1, 2018

Chapter 151. Animals

§ 151-11. Keeping animals; hen license; limit on number of animals.

- A. The keeping and/or raising of farm animals, including but not limited to goats, pigs, cows, roosters, ponies, or horses, is hereby declared to be a public nuisance and is prohibited within any area zoned residential by the zoning regulations of the Village unless upon property constituting a farm of at least 10 contiguous acres. Hens may be kept with a license.
- B. The keeping and/or raising of any animal, fowl, reptile, mammal, or bird which affects or disturbs the public health, public peace, public safety, or public decency is a public nuisance and is prohibited within the Village. No action shall be taken under this subsection unless and until the Village of Allouez Animal Control/Humane Officer has advised the Village Board that, after due investigation, he has ascertained that the raising and/or keeping of a particular animal, fowl, reptile, mammal, or bird within the Village of Allouez reasonably constitutes a condition which is detrimental to public health, safety, or welfare. For purposes of enforcing this subsection, the Village of Allouez Animal Control/Humane Officer may enter any premises for the purpose of inspection. Any person who violates any provision of this subsection shall be notified by the Village Board of the determination that a public nuisance exists on his premises. For purposes of the penalty for violation of this subsection, each day that such public nuisance continues after notification by the Board shall constitute a separate violation of this subsection.
- C. Rehabilitators who are part of the Rehabilitation Program at the Green Bay Wildlife Sanctuary, who are trained and have the appropriate state or federal licenses, and who meet the standards set by the National Wildlife Rehabilitator Association are allowed to keep and rehabilitate the following injured birds, mammals, reptiles and amphibians for a period of no longer than 90 calendar days, at which time they are released back into the wild:
 - (1) Mammals, small to medium size. The largest would be a raccoon.
 - (2) Birds: songbirds, game birds, and waterfowl. Birds of prey are excluded.
 - (3) Reptiles and amphibians native to northeastern Wisconsin.
- D. Rabbits and falcons shall be allowed on residentially zoned properties with a limit of two per parcel and shall be kept in a sanitary manner so as not to create a public nuisance.
- E. No person shall own, harbor or keep in his or her possession more than four hens per any lot.
[Amended 11-15-2011; 10-15-2013]
 - (1) The keeping of poultry hens shall be permitted subject to the following conditions. No person shall keep any rooster or other fowl.
 - (a) No person may slaughter any hen.

- (b) Hens shall be provided with a covered enclosure and kept in a covered or fenced enclosure all the time.
- (c) No permanent enclosure may be closer than 25 feet to any residential structure on adjacent lots or closer than 10 feet to any lot line.
- (d) License required. The owner of any hen (female *Gallus gallus domesticus*) more than eight weeks of age shall annually, and on or before the date the hen becomes eight weeks of age, obtain a license. The word "owner" shall include every person who owns, harbors, or keeps a hen.
[Amended 5-17-2016 by Ord. No. 2016-06]
- (e) Fee. Refer to Chapter **225**, Fees and Charges. The license year commences on January 1 and ends on December 31.
- (f) Late fee. The Village Clerk-Treasurer shall assess and collect a late fee as outlined in Chapter **225** from every owner of a hen(s) eight weeks of age or over if the owner failed to obtain a license prior to April 1 of each year, or within 30 days of acquiring ownership of a licensable hen(s), or on or before the day the hen(s) attained the age of eight weeks.
- (g) Issuance of licenses. Only one license may be issued to each parcel number. Upon payment of the required hen license fee, the Village Clerk-Treasurer shall complete and issue to the owner a license stating the owner's name and address, parcel number, date of issuance, and date of license expiration. The Village Clerk-Treasurer shall keep a duplicate copy of the license on file.

- (2) Construction of animal shelters. All coops, yards, pens or other structures wherein any hen is kept shall be constructed so as to be easily cleaned and kept in good repair. The inside and outside of such structures shall be whitewashed or painted as often as necessary to keep them clean or finished with such material as can be easily cleaned. All such structures shall be kept clean and sanitary and shall not cause any objectionable odor. All structures will be secured from predators.
- (3) No person possessing a hen shall permit more than 24 hours of accumulation of such animal's manure to remain on property under the possessor's control.
- (4) Hens are to be confined as provided in this chapter. License can be pulled immediately for any violations.^[1]

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

F. No person shall own, harbor or keep in his possession more than two cats and two dogs on any lot zoned as residential, with the exception that a litter of pups or kittens, or a portion of a litter, may be kept for a period of time not exceeding eight weeks from birth. If more than one family resides on any particular lot, the person exceeding the limitation imposed by this subsection is in violation thereof. In no event shall any person have more than four animals at a residence, except upon issuance of a waiver as hereafter provided.

- (1) The above requirement for the number of animals may be waived with the approval of the Village Administrator. The total number of preexisting animals shall be a factor in considering whether to grant or deny the requested waiver. Such application for waiver shall first be made to the Village Clerk-Treasurer and shall be referred to the Animal Control/Humane Officer for an investigation and recommendation to the Administrator. The petitioner must provide signed letters (including name, address and phone) from all adjacent property owners indicating that there have not been any problems with animals at the requesting residence (i.e., excessive barking, animals running loose, unsanitary conditions) and that they approve of the additional number of animals being requested. The decision of the Administrator may be appealed to the Village Board.

[Amended 7-5-2016 by Ord. No. 2016-13^[2]]

[2] *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).*

CITY OF CEDARBURG

ORDINANCE NO. 2017-04

SEC. 7-1-26 KEEPING OF DOMESTICATED CHICKENS

**An Ordinance Creating Section 7-1-26
Of the City of Cedarburg Code of Ordinances**

WHEREAS, the City desires to provide for the health, safety, and well-being of its residents, to ensure and maintain property conditions and values, and to provide a domestic and sustainable source of nourishing food through limited chicken egg production in a residential environment respecting its urban surroundings and rural origins;

THEREFORE, the Common Council of the City of Cedarburg, Wisconsin do ordain as follows:

That a new section be created in the City of Cedarburg Code of Ordinances as follows:

SEC. 7-1-26 KEEPING OF DOMESTICATED CHICKENS

(a) Purpose. The purpose of this section is to establish conditions under which small-scale keeping of domestic chickens for personal use and enjoyment may be permitted on lots zoned for single-family residential use.

(b) Definitions. In this section:

- (1) "Abutting property" means all real property that in any way shares a boundary with the real property of the applicant or permittee
- (2) "Chicken" means a female hen (*Gallus domesticus*) of any age, including chicks. "Chicken" should be interpreted to encompass the singular and the plural.
- (3) "Coop" means an enclosed structure in which a chicken roosts or is housed
- (4) "Rear yard" has the meaning set forth in Section 13-1-240(b)(123), as amended, of this Code.
- (5) "Side yard" has the meaning set forth in Section 13-1-240(b)(131), as

(c) Permit and Compliance With Section Required.

- (1) No owner of real property shall keep or allow to be kept a live chicken within the City without a valid permit issued under this section.
- (2) No occupant of real property shall keep or allow to be kept a live chicken within the City unless the occupant holds a valid permit issued under this section or the owner of the real property holds a valid permit issued under this section.
- (3) No owner or occupant of real property shall keep a live chicken within the City contrary to the terms of this section or contrary to the terms of any permit issued under this section.
- (4) Nothing in this Section shall be interpreted to invalidate deed restrictions or other real property restrictions or covenants that may prohibit the keeping of chickens within local areas or subdivisions within the City.

(d) Procedure Governing Permits.

- (1) To apply for a permit under this section, the applicant must complete and submit the following to the Building Inspector:
 - (i) An application form signed by all owners of record. If an owner of record is a trust or business entity, the application form shall be signed by the trustee, a corporate officer, or member or manager of a limited liability entity. If the applicant is a tenant or occupant of the premises, the application form must be signed by the applicant and be countersigned by all owners of record as evidence of the owner's consent to the tenant or occupant obtaining a permit.
 - (ii) The registration number of the applicant's completed Livestock Premises Registration with the Wisconsin Department of Agriculture, Trade, and Consumer Protection;
 - (iii) A non-refundable application fee of \$50 and annual renewal fee in the amount of \$25;
 - (iv) A site plan showing the location of all structures located on the applicant's real property, the location of all structures located on all abutting property, the coop design, and the site of the proposed coop.
- (2) Each permit shall pertain to a single parcel of real property as set forth in the property tax records of the City.

- (5) A permit shall not be transferable in any way.
- (6) The permit year commences on January 1 and end on December 31 of each calendar year. Permits applied for after January 1 of a year will expire on December 31 of that year; permit fees shall not be pro-rated.
- (7) If there are no changes to be made to the information submitted in the original application, a permittee shall renew the permit annually by paying the renewal fee. If the permittee wishes to make changes, the permittee shall submit a new full application.

(e) Conditions for Keeping Chickens. The following conditions shall apply to each permit issued under this section:

- 1. No roosters or other crowing fowl are permitted.
- 2. Noise from chickens shall not be so loud as to disturb a person of ordinary sensitivity.
- 3. No chicken may be kept within a principal residence.
- 4. Chickens shall be kept as pets and for personal use only. No owner shall sell or barter eggs or engage in chicken breeding or fertilizer production for commercial purposes;
- 5. Chickens shall be housed in a coop. A coop shall be no less than three (3) cubic feet of space per chicken and must be connected to a secured and fully ventilated pen (also required) which contains not less than seven cubic feet of space per chicken and an appropriately sized nesting box (also required) at a rate of not less than one box per two birds. Pens shall be properly sized as will permit full spread of the kept bird's wingspan and allow each chicken to walk and run. An existing garage, shed, or small structure may serve as a coop if compliant with the remaining terms and conditions of this Section.
- 6. In the event that the coop is properly screened from view from the street, and if necessary to accommodate the existing structures or historic nature of a property, a chicken coop may be allowed in the side yard or street yard. In all other cases, no person shall keep a chicken in any location on the property other than the rear yard.
- 7. All coops, pens, nesting boxes, and any other structure or enclosure associated with the keeping of chickens must be located at least 40 feet from a neighboring residential structure, not including a detached garage, at least ten (10) feet from a side or rear property line and at least ten (10) feet from the residence on the property where the chickens, or other similar domesticated fowl, are kept.
- 8. Coops and pens shall not be located closer than 75 feet from the ordinary

monitored and within a fenced enclosure. Chickens shall be secured in the coop during non-daylight hours;

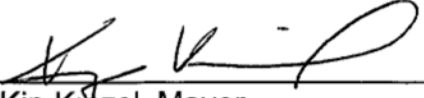
13. The coop and pen system shall be properly designed, laid-out and maintained as will provide safe and healthy living conditions for chickens while minimizing adverse impacts on the neighborhood through use of material, colors, architecture and special site design that are complimentary to the existing buildings on the premise and in the surrounding area. The City Building Inspector shall have sole discretion for coop design and location.
14. All coops must be clean, dry and kept in a neat and sanitary condition at all times.
15. The coop shall be enclosed on all sides and have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire or fencing of no more than one-inch openings.
16. All enclosures must provide adequate ventilation as well as sun protection, and be sanitary, insulated, weatherproofed and impermeable to rodents, wild birds and predators, including dogs and cats. These enclosures must also be sound and moisture-proof and maintained in good repair with sufficient space for freedom of movement and retention of body heat with elevated perches for natural roosting position. The nesting boxes must be elevated off the ground;
17. Provisions must be made for the routine removal and lawful disposal of chicken waste in order to prevent any adverse effects related to odor or unsanitary conditions;
18. Chickens shall not be turned loose or taken to the local humane society when no longer wanted.
19. In addition to compliance with the requirements of this section, no one shall keep a chicken that causes any nuisance, unhealthy condition, creates a public health threat, or otherwise interferes with the normal use of property and the enjoyment of life by humans or other animals.

(f) Inspection and Orders. The City shall have the power, whenever it may deem reasonably necessary, to enter a structure or property where a chicken is kept to ascertain whether the permittee is in compliance with this Section. The permittee shall be responsible for all costs associated with inspections. In addition to all other remedies available to the City, the Building Inspector may issue orders requiring compliance with the provisions of this Section.

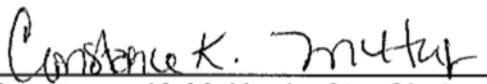
(g) Permit Revocation. In addition to all other remedies available to the City, the City shall revoke a permit issued under this section in the event that the Building Inspector has issued two or more violations of this Section to a permittee. Once a permit is revoked, it shall not be renewed.

This ordinance shall take effect upon passage and posting.

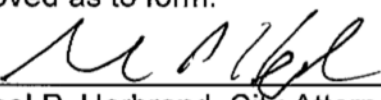
Passed and adopted this 27th day of March 2017.


Kip Kinzel, Mayor

ATTEST:


Constance K. McHugh, City Clerk

Approved as to form:


Michael P. Herbrand, City Attorney

Sec. 86-3. - Limitations on number of animals allowed.

- (a) Unless a permit for keeping chickens has been issued under this chapter for a property parcel, the maximum number of dogs and cats allowed per dwelling unit within the city is four; with three being the limit on the number of cats and two being the limit on the number of dogs. If a permit for keeping chickens has been issued under this chapter for a property parcel, the number of dogs or cats allowed per dwelling unit shall be decreased by the number of chickens permitted on the property parcel so that the number of dogs or cats in the dwelling unit plus the number of chickens permitted on the property parcel do not exceed six animals. In no event shall the number of chickens exceed four.
- (b) A variance in the number of dogs or cats allowed may be granted by the health officer after consultation with the chief of police or designee. In no event shall the number of dogs or cats in a dwelling unit exceed four. The health officer and chief of police shall consider whether there have been any complaints of any violation of this chapter against the owner or property owner in all variance requests. Such variance may be subject to conditions as deemed appropriate by the health officer. There shall be no variances allowed in the maximum number of chickens.
- (c) The variance may be revoked by the health officer if any condition specified in the variance is not met. The variance may also be revoked by the health officer if a complaint regarding violation of this chapter is received after the variance is granted.
- (d) All decisions to revoke a previously granted variance may be appealed to the board of health if written notice of appeal is received by the health officer within 14 days of receipt of the revocation notice.

(Ord. No. 08-17, § 1, 9-2-2008; Ord. No. 09-08, § 1, 4-21-2009; Ord. No. 12-14, § 1, 7-17-2012; Ord. No. 13-03, § 1, 1-2-2013)

VILLAGE OF GRAFTON

ORDINANCE NO. ____, SERIES 2017

**AN ORDINANCE AMENDING TITLE 6 ANIMALS RELATING TO KEEPING OF
DOMESTICATED CHICKENS**

The Village Board of the Village of Grafton does hereby ordain as follows:

Part I. Section 6.04.050 Certain Domestic Species Prohibited is hereby amended to read as follows:

6.04.050 Certain domestic species prohibited. A. No person shall keep within the corporate limits of the Village, either temporarily or permanently, any live bees, fowl (except domesticated chickens per Chapter 6.10), gamecocks and other fighting birds, cows, cattle, horses, sheep, swine, pot-bellied pigs used for breeding purposes, goats, ~~chickens~~, ducks, turkeys, geese, or any other domesticated livestock. No rabbits shall be kept within any portion of any multiple family dwelling. The provisions of this section shall not apply to cows, cattle, horses, sheep, swine, goats, chickens, ducks, turkeys, geese, or any other domesticated livestock located on properties in the A-1 (Prime Agriculture), A-2 (Agriculture) or A-3 (Agricultural Holding) zoning districts.

Part II. Chapter 6.10 Keeping of Domesticated Chickens is hereby created to read as follows:

Chapter 6.10 KEEPING OF DOMESTICATED CHICKENS

6.10.010 Purpose and Definitions

6.10.020 Permitting

6.10.030 Conditions for Keeping Chickens

6.10.040 Inspection and Orders

6.10.010 Purpose and Definitions.

A. Purpose. The purpose of this section is to establish conditions under which small-scale keeping of domestic chickens for personal use and enjoyment may be permitted on lots zoned for single-family residential use.

B. Definitions. In this section:

1. Abutting property. All real property that in any way shares a boundary with

6.10.020 Permitting.

A. Permit and Compliance With Chapter Required.

1. No owner of real property shall keep or allow to be kept a live chicken within the Village without a valid permit issued under this section.
2. No occupant of real property shall keep or allow to be kept a live chicken within the Village unless the occupant holds a valid permit issued under this section or the owner of the real property holds a valid permit issued under this section.
3. No owner or occupant of real property shall keep a live chicken within the Village contrary to the terms of this section or contrary to the terms of any permit issued under this section.
4. Nothing in this Section shall be interpreted to invalidate deed restrictions or other real property restrictions or covenants that may prohibit the keeping of chickens within local areas or subdivisions within the Village.

B. Procedure Governing Permits.

1. To apply for a permit under this section, the applicant must complete and submit the following to the Building Inspector:
 - a. An application form signed by all owners of record. If an owner of record is a trust or business entity, the application form shall be signed by the trustee, a corporate officer, or member or manager of a limited liability entity. If the applicant is a tenant or occupant of the premises, the application form must be signed by the applicant and be countersigned by all owners of record as evidence of the owner's consent to the tenant or occupant obtaining a permit.
 - b. The registration number of the applicant's completed Livestock Premises Registration with the Wisconsin Department of Agriculture, Trade, and Consumer Protection.
 - c. A non-refundable application fee of \$50 and annual renewal fee in the amount of \$25.
 - d. A site plan showing the location of all structures located on the applicant's real property, the location of all structures located on all abutting property, and the site of the proposed coop.
 - e. Drawings or photos of the coop design.
2. Each permit shall pertain to a single parcel of real property as set forth in the property tax records of the Village.
3. A permit shall be issued only for a parcel which is zoned for single-family residential use. No permit shall be issued for any parcel which contains a condominium, duplex, or any type of multi-family residential use.
4. Each permit shall allow the keeping of no more than six (6) chickens in

paying the renewal fee. If the permittee wishes to make changes, the permittee shall submit a new full application.

- C. Revocation. In addition to all other remedies available to the Village, the Village shall revoke a permit issued under this section in the event that the Building Inspector has issued two or more violations of this Section to a permittee. Once a permit is revoked, it shall not be reissued.

6.10.030 Conditions for Keeping Chickens. The following conditions shall apply to each permit issued under this section:

- A. No roosters or other crowing fowl are permitted.
- B. Noise from chickens shall not be so loud as to disturb a person of ordinary sensitivity.
- C. No chicken may be kept within a principal residence.
- D. Chickens shall be kept as pets and for personal use only. No owner shall sell or barter eggs or engage in chicken breeding or fertilizer production for commercial purposes.
- E. Chickens shall be housed in a coop. A coop shall be no less than three (3) cubic feet of space per chicken and must be connected to a secured and fully ventilated pen (also required) which contains not less than seven cubic feet of space per chicken and an appropriately sized nesting box (also required) at a rate of not less than one box per two birds. Pens shall be properly sized as will permit full spread of the kept bird's wingspan and allow each chicken to walk and run. An existing garage, shed, or small structure may serve as a coop if compliant with the remaining terms and conditions of this Section
- F. In the event that the coop is properly screened from view from the street, and if necessary to accommodate the existing structures or historic nature of a property, a chicken coop may be allowed in the side yard or street yard. In all other cases, no person shall keep a chicken in any location on the property other than the rear yard.
- G. All coops, pens, nesting boxes, and any other structure or enclosure associated with the keeping of chickens must be located at least 40 feet from a neighboring residential structure, not including a detached garage, at least ten (10) feet from a side or rear property line and at least ten (10) feet from the residence on the property where the chickens, or other similar domesticated fowl, are kept.
- H. Coops and pens shall not be located closer than 75 feet from the ordinary high water mark of a lake, stream, creek or river.
- I. Upon death of a chicken, the permittee must promptly dispose of the

- M. The coop and pen system shall be properly designed, laid-out and maintained as will provide safe and healthy living conditions for chickens while minimizing adverse impacts on the neighborhood through use of material, colors, architecture and special site design that are complimentary to the existing buildings on the premise and in the surrounding area. The Village Building Inspector shall have sole discretion for coop design and location.
- N. All coops must be clean, dry and kept in a neat and sanitary condition at all times.
- O. The coop shall be enclosed on all sides and have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire or fencing of no more than one-inch openings.
- P. All enclosures must provide adequate ventilation as well as sun protection, and be sanitary, insulated, weatherproofed and impermeable to rodents, wild birds and predators, including dogs and cats. These enclosures must also be sound and moisture-proof and maintained in good repair with sufficient space for freedom of movement and retention of body heat with elevated perches for natural roosting position. The nesting boxes must be elevated off the ground.
- Q. Provisions must be made for the daily removal and lawful disposal of chicken waste in order to prevent any adverse effects related to odor or unsanitary conditions.
- R. Chickens shall not be turned loose or taken to the local humane society when no longer wanted.
- S. In addition to compliance with the requirements of this section, no one shall keep a chicken that causes any nuisance, unhealthy condition, creates a public health threat, or otherwise interferes with the normal use of property and the enjoyment of life by humans or other animals.

6.10.040 Inspection and Orders.

- A. The Village shall have the power, whenever it may deem reasonably necessary, to enter a structure or property where a chicken is kept to ascertain whether the permittee is in compliance with this Section. The permittee shall be responsible for all costs associated with inspections.
- B. In addition to all other remedies available to the Village, the Building Inspector may issue orders requiring compliance with the provisions of this Section.

James A. Brunnquell
Village President

Attest:

Kaity Olsen, WCMC
Village Clerk



How to Obtain a City of Madison Chicken License

1. Notify others as required that you will be keeping chickens on the property.
 - If the property is an owner occupied single family home, no notification is required.
 - If the property is a single family home that is not owner occupied, notify the property owner and all residents of your dwelling unit.
 - If the property is a two, three, or four family home, notify the property owner and all residents of the property in all dwelling units.
 - If the property is a museum, school or day care center, the applicant for the license must notify the owner or operator of the property if the applicant is not the owner or operator.

The attached notice form may be used for this purpose. Please keep copies of notice that you send, as you may later need to prove that notification was completed.

Note: Notification is not required for annual renewals of a license to keep chickens.

2. Register with the Wisconsin Department of Agriculture, Trade and Consumer Protection. This registration is free. Go to:
https://datcp.wi.gov/Pages/Programs_Services/PremisesRegistration.aspx Either complete the form online, or print it and fill it out. Once registered, you will be given a registration number.
3. Complete the "Application for Chicken License" and submit the application, a copy of your Livestock Premises Registration, and \$10 to the City Treasurer. The City



Application for Chicken License City of Madison, Wisconsin



Read and initial each item, then sign and print your name and fill in your address.

_____ If required to do so, I have notified the property owner and all residents of the residential lot on which I will be keeping chickens. (See “How to Obtain a City of Madison Chicken License.”)

Note: Notification is not required for annual renewals of a license to keep chickens.

_____ I have completed the Wisconsin Department of Agriculture, Trade and Consumer Protection “Livestock Premises Registration Application.” My registration number is _____.

_____ I have read, and I understand, the conditions under which I may keep chickens. I agree to abide by these conditions, which are as follows:

- a) Keeping of up to four (4) chickens is allowed as an accessory use on lots with up to four (4) dwelling units.
- b) Keeping of up to six (6) chickens is allowed as an accessory use to a museum or school or day care center.)
- c) Keeping of roosters is prohibited.
- d) Slaughter of chickens is prohibited on site.
- e) The chickens shall be provided with a covered enclosure and must be kept in the covered enclosure or a fenced enclosure at all times.
- f) The enclosure shall be located at least twenty-five (25) feet from any residential structure on an adjacent lot.
- g) The owner, operator or tenant must obtain a license under Sec. 9.52, MGO.
- h) The applicant for the license must notify all residents of the property and the owner or operator of the property if the applicant is not the owner or operator. Notification is not required for renewal of a license.

_____ I understand that the Zoning Administrator may revoke my license to keep chickens if, in any six-month period, I accumulate three or more violations of any ordinance regulating the keeping of chickens.

What chickens are allowed?

As of July 28, 2011 residents in the City of Milwaukee will be allowed to keep chickens with the following provisions.

- The keeping of up to 4 chickens, with a permit is allowed on a residential premise only. Permits will not be allowed on commercial or mixed-use occupancies.
- Roosters are not allowed.
- No person shall slaughter any chickens.

Coop location and design

- Chicken coops shall be constructed in a workmanlike manner, be moisture resistant, and either raised off the ground or placed on a hard surface such as concrete, patio block or gravel.
- Chicken coops and yards shall be constructed so they will not have standing water.
- Chicken coops shall be cleaned of hen droppings, uneaten feed, feathers and other waste daily and as necessary to ensure a health, odor or other nuisance does not exist.
- Chicken coops and yards together shall be large enough to provide at least 16 square feet per chicken. Fenced enclosure space can be added to the coop space to add up to the minimum number of square feet. Coops cannot be taller than 10 feet. Coops cannot exceed 50 sq. ft.
- Enclosures shall not be closer than 25 feet to any residential structure on an adjacent lot. Enclosures shall not be located in the front yard of a dwelling.

Care for the chickens

- Chickens shall be provided with fresh water at all times and adequate amounts of feed.
- Chickens shall be provided with a sanitary and adequately-sized, covered enclosure, or coop, and shall be kept in the enclosure or a sanitary and adequately-sized and fenced enclosure, or yard, at all times. Chicken coops and enclosures may not be homes or garages.

DNS intervention or inspections

- An inspection of the proposed chicken keeping site will not be conducted by the Department of Neighborhood Services as part of the permitting process. DNS will inspect and determine compliance with the ordinance on a complaint basis or if it believes a violation may be occurring. DNS may take enforcement action it deems appropriate if violations are noted.
- DNS will answer questions about the permitting process and the ordinance it is charged with enforcing. To inquire about the permitting process, please contact the Department of Neighborhood Services, Residential Enforcement Section-Animals at (414) 286-2759.
- DNS will not offer advice or provide suggestions regarding the practice of keeping chicken. For example, DNS will not suggest how to build a chicken coop or enclosure nor advise on where to acquire knowledge related to chicken keeping.

Problems with chickens to be reported

- Chickens shall not cause any nuisance, unhealthy condition, public health threat or otherwise interfere with the normal use of property or enjoyment of life by humans or animals.
- Unusual illness or death of chickens shall be reported to the Health Department.
- A permit may be revoked for failure to comply with provisions of the ordinance and, once revoked, shall not be reissued.



**City
of Milwaukee
Department of
Neighborhood
Services**

Residential Section - Animals

Chicken Keeping Application and Site Plan

For Office Use Only

Name (print) _____ Phone _____ - _____ - _____

Address _____ Number of hens _____

Zip Code _____ E-mail _____

1. Total square feet of coop and enclosure: _____ (Sqft.) Square feet of coop alone (<50) _____
2. Distance of enclosure to nearest habitable structure on adjoining properties (>25 feet) _____

Use the area below to sketch chicken keeping site. Include distances from lot lines, structures (garage, shed), fences/ barriers, pools, etc. Identify neighbors whose property lines connect to your property including diagonals as well as any neighbor across the alley, but not across the street. (See www.milwaukee.gov/chicken for additional information and requirements.)

How to apply for a permit to keep chickens in Milwaukee

1. Complete an approved DNS-362 site plan (sample below) to the satisfaction of the department. Blank site plans are available from DNS at 4001 S. 6th St., 1st floor and online.

2. Present form (DNS-362) and a check or money order payable to "City of Milwaukee" for the current fee* to the clerk at the Department of Neighborhood Services, 4001 S. 6th St., 1st floor for review (this office does not accept cash as payment). Applicants may apply for permits Monday through Friday, 8:00 A.M. to 4:00 P.M.. Approval by the department is contingent on a review for completeness and compliance with the ordinance. The permit will be mailed to the applicant upon approval. *fee=For current fees call 414-286-2759 or visit: www.milwaukee.gov/dns/fees

3. Before a permit is issued, DNS will notify all of the property owners where the chickens shall be kept and owners (not residents) off all directly or diagonally abutting properties, including those across an alley. Neighbors will be given an opportunity to voice any concerns they may have.

Where to find applications and forms

This brochure, a link to the ordinance, and a Chicken Coop site plan form can be found at: www.milwaukee.gov/chicken.

Any questions regarding this process should be directed to the DNS Residential Section at 414-286-2759.

Sample Form DNS-362



City of Milwaukee
Department of
Neighborhood
Services

Environmental Section
Chicken Keeping Application
and Site Plan

Name (print) John E. Doe Phone 414-555-5555

Address 1224 S. 30th St. Number of hens 4

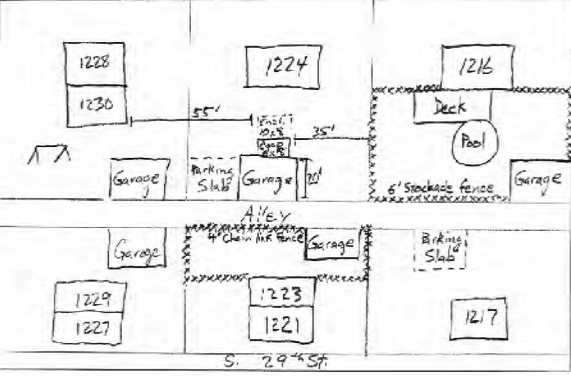
Zip Code 53207 E-mail ohnedoe@doe.com

1. Total square feet of coop and enclosure: 128 (Sqft) Square feet of coop alone (max) 48

2. Distance of enclosure to nearest hab table structure on adjoining properties (x25 feet) 60

Use the area below to sketch chicken keeping site. Include distances from lot lines, structures (garage, shed), fences/barns, pools, etc. Identify neighbors whose property lines connect to your property including diagonals as well as any neighbor across the alley, but not across the street.

(SAMPLE) S. 30th St. Indicate Direction N →



Issue Date _____ Clerk _____ Permit Number _____ Permit Fee \$ _____

DNS-362 Coop Plan V2 TDM 7/20/11

Milwaukee Property Data
available on the web at
<http://www.milwaukee.gov/dns>

This material is available in alternative formats for individuals with disabilities upon request. Please contact ADA Coordinator, ADACoordinator@milwaukee.gov, 414-286-3475, TTY: 711. Provide a 72 hour advance notice, seven days for Braille, to ensure accommodation of request.



DNS-361 soc 04/21/2017



REQUIREMENTS OF THE CITY OF MILWAUKEE CHICKEN COOP ORDINANCE



Requirements for

- **Application Process**
- **Number and type of chickens**
- **Coop dimensions and location**
- **Site maintenance requirements**
- **Care of chickens**



Helpful Tips from the
City of Milwaukee
Department of
Neighborhood
Services



What chickens are allowed?

As of July 28, 2011 residents in the City of Milwaukee will be allowed to keep chickens with the following provisions:

- The keeping of up to 4 chickens, with a permit is allowed on a residential premise only. Permits will not be allowed on commercial or mixed-use occupancies.
- Roosters are not allowed.
- No person shall slaughter any chickens.

Care for the chickens

- Chickens shall be provided with fresh water at all times and adequate amounts of feed.
- Chickens shall be provided with a sanitary and adequately-sized, covered enclosure, or coop, and shall be kept in the enclosure or a sanitary and adequately-sized and fenced enclosure, or yard, at all times. Chicken coops and enclosures may not be homes or garages.

Coop location and design

- Chicken coops shall be constructed in a workmanlike manner, be moisture resistant, and either raised off the ground or placed on a hard surface such as concrete, patio block or gravel.
- Chicken coops and yards shall be constructed so they will not have standing water.
- Chicken coops shall be cleaned of hen droppings, uneaten feed, feathers and other waste daily and as necessary to ensure a health, odor or other nuisance does not exist.
- Chicken coops and yards together shall be large enough to provide at least 16 square feet per chicken. Fenced enclosure space can be added to the coop space to add up to the minimum number of square feet. Coops cannot be taller than 10 feet. Coops cannot exceed 50 sq. ft..
- Enclosures shall not be closer than 25 feet to any residential structure on an adjacent lot. Enclosures shall not be located in the front yard of a dwelling.

Problems with chickens to be reported

- Chickens shall not cause any nuisance, unhealthy condition, public health threat or otherwise interfere with the normal use of property or enjoyment of life by humans or animals.

- Unusual illness or death of chickens shall be reported to the Health Department.
- A permit may be revoked for failure to comply with provisions of the ordinance and, once revoked, shall not be reissued.

DNS intervention or inspections

- An inspection of the proposed chicken keeping site will not be conducted by the Department of Neighborhood Services (DNS) as part of the permitting process. DNS will inspect and determine compliance with the ordinance on a complaint basis or if it believes a violation may be occurring. DNS may take enforcement action it deems appropriate if violations are noted.
- DNS will answer questions about the permitting process and the ordinance it is charged with enforcing. To inquire about the permitting process, call DNS Residential Section at (414) 286-2759.
- DNS will not offer advice or provide suggestions regarding the practice of keeping chickens. For example, DNS will not suggest how to build a chicken coop or enclosure nor advise on where to acquire knowledge related to chicken keeping.





City of Milwaukee

200 E. Wells Street
Milwaukee, Wisconsin
53202

Legislation Text

File #: 161529, **Version:** 0

161529
ORIGINAL

ALD. MURPHY AND KOVAC

An ordinance relating to keeping of chickens in the city.

78-6.5-2 rc

Currently, the code requires an applicant for a permit to keep chickens to obtain written consent of all owners directly or diagonally abutting the applicant's property as a condition for approval of a permit.

Under this ordinance, the commissioner of health will provide notice to owners directly or diagonally abutting the applicant's property and require those who object to do so within 14 working days of receipt of that notice. A hearing will be scheduled within 14 working days of receipt of any timely written objection, and the commissioner will notify the objector and applicant of the decision within 10 days of completion of the hearing.

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 78-6.5-2 of the code is repealed and recreated to read:

78-6.5. Keeping of Chickens in the City.

2. NEIGHBORHOOD APPROVAL REQUIRED. Before a permit is issued for the keeping of chickens, the following process shall be followed:

- a. Once a permit is applied for, the property owner, if someone other than the applicant, and owners of all directly or diagonally abutting properties, including those across an alley, shall be notified by the commissioner. This shall be done via first-class U.S. mail.
- b. Property owners shall have 14 working days to file a written objection and request for a hearing to the commissioner if they object to the granting of a permit.
- c. If a timely written objection and request for a hearing has been submitted to the commissioner, the commissioner shall hold a hearing within 14 days.
- d. Within 10 days of completion of the hearing conducted pursuant to par. c, the commissioner shall mail to the objector and permit applicant his or her written determination on the granting of the permit, taking into consideration factors listed under subs. 3 and 4.

File #: 161529, **Version:** 0

Office of the City Attorney

Date: _____

LRB 167512-1

Tea Norfolk

01/25/2017



City
of Milwaukee
Department of
Neighborhood
Services

**Residential Section - Animals
Chicken Keeping Application
and Site Plan**

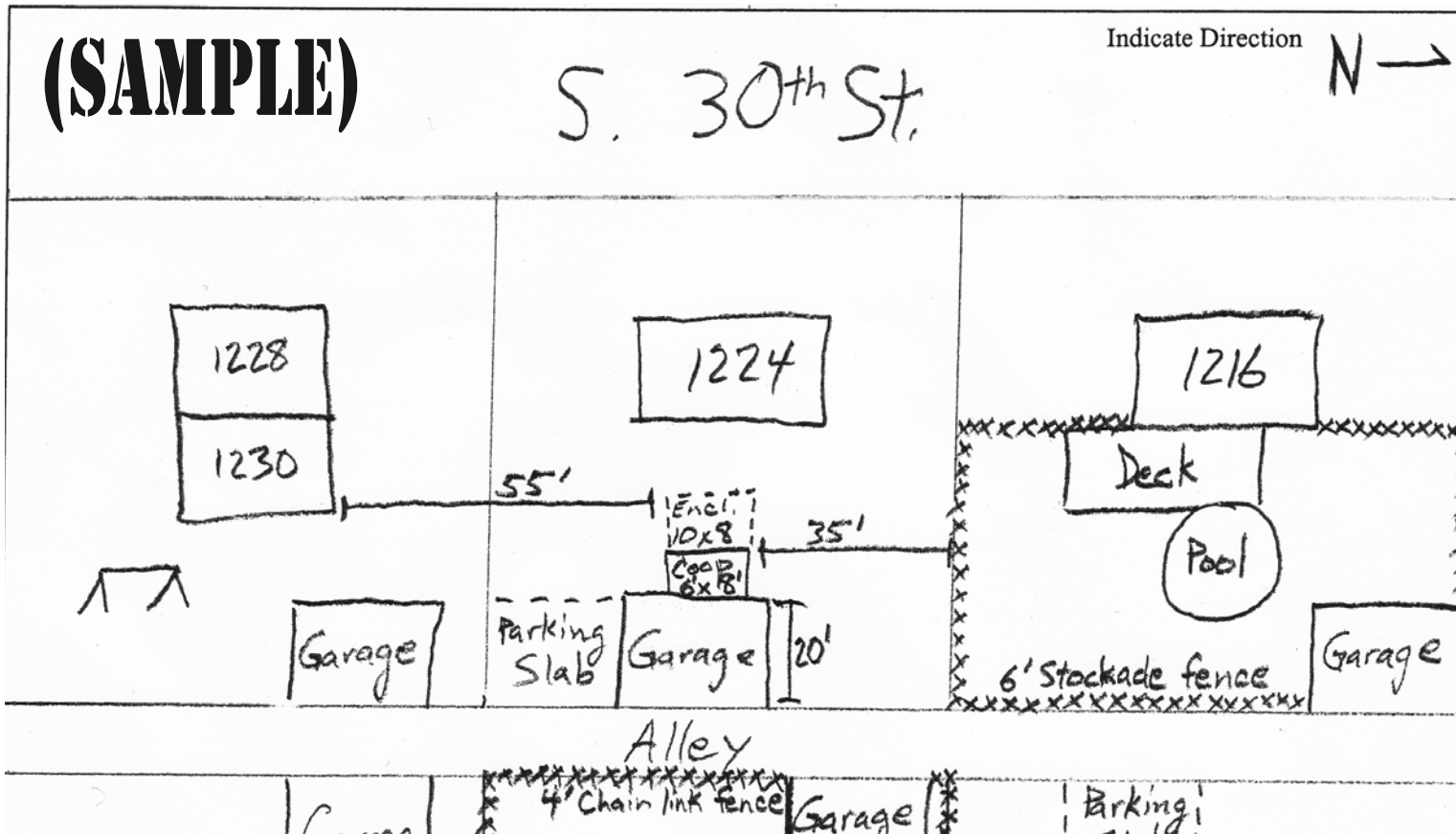
Name (print) John E. Doe Phone 414 - 555 - 5555

Address 1224 S. 30th St. Number of hens 4

Zip Code 53207 E-mail johnedoe@doe.com

1. Total square feet of coop and enclosure: 128 (Sq. ft.) Square feet of coop alone (<50) 48
2. Distance of enclosure to nearest habitable structure on adjoining properties (>25 feet) 60

Use the area below to sketch chicken keeping site. Include distances from lot lines, structures (garage, shed), fences/ barriers, pools, etc. Identify neighbors whose property lines connect to your property including diagonals as well as any neighbor across the alley, but not across the street.





City of Oshkosh
Department of Community Development
Planning Services Division
215 Church Ave., PO Box 1130
Oshkosh, WI 54903-1130
(920) 236-5055 (920) 236-5053 FAX
<http://www.ci.oshkosh.wi.us>

Allen Davis, Director
Department of Community Development

Darryn Burich, Director
Planning Services Division

TO: Sustainability Advisory Board
FROM: Robin Leslie, Principal Planner
RE: Urban Chicken Ordinance Draft
DATE: 1/26/11

Please see the attached revision of Chapter 6-Animals from the City of Oshkosh Municipal Code (only the sections that apply to chickens).

The following agreed upon elements were added to the chapter or were already covered in the chapter:

- 1) No person shall keep or maintain any domestic fowl within the City limits prior to obtaining an annual license from the City. Any person who chooses to keep or maintain any domestic fowl must register the address where the fowl are to be kept with the State (S. 95.51, Wis. Stats. And ch. ATPC 17, Wis Adm. Code).
- 2) Roosters are prohibited.
- 3) The slaughter of chickens is prohibited.
- 4) A maximum of 4 hens may be kept per residential lot in areas zoned R-1, (Single Family Residence District), or R-2 (Two Family Residence District)
- 5) Chickens shall be provided an enclosed, predator-proof, insulated enclosure that is adequately ventilated and sufficient in size to allow free movement of the chickens. All enclosures must conform to the following standards:
- 6) Enclosures shall measure a minimum of seven (7) square feet in area or three (3) square feet in area per chicken, whichever is greater.
- 7) Enclosures must be so constructed and maintained as to prevent rodents from being harbored underneath or within the walls thereof.
- 8) Enclosures shall provide elevated perches to ensure the chickens are able to rest in their natural roosting position.
- 9) Each enclosure shall provide one nest box per hen.
- 10) Enclosures shall be kept in good repair, in a clean and sanitary condition, and free from all objectionable odors at all times.
- 11) No enclosure, food storage unit, or waste compost shall be located closer than 25 feet to any primary residential structure on an adjacent lot.
- 12) Chickens shall be secured within the enclosure during non-daylight hours.
- 13) In addition to an enclosure, hens shall be provided an outdoor chicken run.
- 14) Chickens must have outdoor access for the majority of daylight hours, weather permitting.
- 15) Chickens must have regular access to nutritious food formulated to meet the nutrient requirements of chicks or adult chickens, as appropriate, and continuous access to clean, potable water.
- 16) No person shall permit any chicken to be at large within the City in accordance with Section 6-17 of this code.

CHAPTER 6

ANIMALS

ARTICLE I. DEFINITIONS

- 6-1 DEFINITIONS.

ARTICLE II. LICENSING OF DOGS AND CATS

- 6-2 STATE STATUTES ADOPTED
6-3 LICENSE; REQUIRED
6-4 LICENSE; FEES

ARTICLE III. GENERAL REGULATIONS

- 6-5 STATE STATUTES ADOPTED
6-5.5 HUMANE OFFICER; APPOINTMENT; AUTHORITY
6-5.6 ABATEMENT ORDERS
6-6 ANIMALS, FOWL, AND INSECTS NOT PERMITTED IN CITY
6-6.5 FEEDING OF DEER PROHIBITED
6-7 CRUELTY TO ANIMALS
6-8 LIMIT NUMBER OF DOGS AND CATS
6-9 PET LITTERING
6-10 ANIMAL TRAPS
6-11 PROHIBITED AREAS FOR ANIMALS
6-12 BARKING DOGS

ARTICLE IV. ANIMAL SHELTER / IMPOUNDMENT OF ANIMALS / RABIES CONTROL PROGRAM

- 6-13 STATE STATUTES ADOPTED
6-14 RABIES VACCINATION
6-15 RABIES CONTROL
6-16 VICIOUS ANIMALS
6-17 ANIMAL RUNNING AT LARGE PROHIBITED
6-18 IMPOUNDMENT

ARTICLE V. PET STORES/COMMERCIAL KENNELS

- 6-19 LICENSE REQUIRED

ARTICLE I. DEFINITIONS

SECTION 6-1 DEFINITIONS.

(A) As Used In This Chapter:

- (1) Animal includes every living:
 - (a) warm blooded creature, except a human being,
 - (b) reptile,
 - (c) amphibian or
 - (d) bird.
- (2) Chicken shall mean hens or pullets.
- (3) Owner shall mean and include every person having a right of property in an animal and/or having such animal in his or her care or possession.
- (4) Commercial Kennel shall mean an establishment wherein any person is engaged in the business of breeding, buying, letting for hire, training for a fee and/or selling of dogs and/or cats, with the exception of veterinary hospitals or pet shops.
- (5) Boarding Kennel shall mean an establishment wherein any person is engaged in the business of boarding of animals for a period of 12 consecutive hours or longer. Boarding Kennel shall not include veterinary hospitals, pet shops or commercial kennels.
- (6) Grooming Salon shall mean an establishment for the purpose of grooming, bathing, brushing and/or clipping of any dog, cat or other animal for a fee.
- (7) Impound or Isolation Facility shall mean the Oshkosh Humane Society, a veterinary hospital, or other place specified by the supervising officer which is equipped with a pen or cage which isolates the animal from contact with other animals.
- (8) Officer shall mean a peace officer as defined under Section 939.22(22) Wisconsin Statutes., a community service officer, the Health Director of the City of Oshkosh or his/her designee, employees of the Oshkosh Humane Society. The "supervising officer" shall mean that officer designated by the City of Oshkosh Health Director to supervise the individual case.
- (9) Pet Shop shall mean any business where animals, birds, amphibians and/or reptiles are kept or displayed for sale or free distribution.
- (10) Vaccination Certificate shall mean a certificate dated and signed by a licensed veterinarian stating the brand of vaccine used, manufacturer's serial number of the vaccine used, and describing the animal, age and breed, owner and vaccination tag number indicating that the

Notwithstanding the definition of a "vicious animal" above, no animal may be declared vicious if death, injury or damage is sustained by a person who, at the time such was sustained was committing trespass upon premises occupied by the owner of the animal, or was teasing, tormenting, abusing or assaulting the animal or was committing or attempting to commit a crime or violating or attempting to violate a statute or ordinance which protects person or property.

No animal may be declared vicious if death, injury or damage was sustained by a domestic animal which was teasing, tormenting, abusing, or assaulting the animal.

No animal may be declared vicious if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

No animal may be declared vicious for acts committed by said dog while being utilized by a law enforcement officer.

ARTICLE II. LICENSING OF DOGS AND CATS

SECTION 6-2 STATE STATUTES ADOPTED

The rules and regulations pertaining to licensing, specifically Sections 174.001(2m), 174.05, 174.053, 174.054, 174.055, 174.07 and 95.51 Wisconsin Statutes and Chapter ATCP 17, Wisconsin Administrative Code, together with any future additions, deletions or supplements thereto, are herewith incorporated as part of this Chapter and shall be enforced with the same force and effect as though set forth in full herein. Providing, however, that where such rules and regulations are less stringent than other provisions found in this Code, the provisions of this Code shall apply. The rules and regulations pertaining to licensing shall apply also to cats and chickens within the city of Oshkosh.

SECTION 6-3 LICENSE; REQUIRED

- (A) Every owner residing in the city who owns, harbors, or keeps a dog or cat which is more than five (5) months of age as of January 1 of each year, shall annually obtain a license therefor. The license year shall commence on January 1 and licenses shall expire on December 31 of that year.
- (B) When a dog or cat becomes five (5) months of age, the owner shall obtain a license within thirty (30) days thereof.
- (C) Each owner obtaining a license for operating a kennel shall be excluded from this licensing procedure, but shall be required to obtain a kennel license.
- (D) No person shall keep or maintain any chicken within the city limits prior to obtaining an annual license from the City and registration with the State. The City license year shall commence on January 1 of each year and licenses shall expire on December 31 of that year. The license and any

paid prior to April 1 or within 30 days of acquiring ownership of a licensable dog or cat or chicken, or if the owner failed to obtain a license on or before the date the dog or cat reached licensable age, an additional fee of Seven Dollars (\$7.00) shall be assessed and collected.

ARTICLE III. GENERAL REGULATIONS

SECTION 6-5 STATE STATUTES ADOPTED

The following statutes together with any future additions, deletions or supplements thereto, are herewith incorporated as part of this Chapter and shall be enforced with the same force and effect as though set forth in full herein. Providing, however, that where such rules and regulations are less stringent than other provisions found in this Code, the provisions of this Code shall apply.

174.042	Dogs running at large and untagged dogs
951.02	Mistreating Animals
951.025	Decompression Prohibited
951.03	Dognapping and Catnapping
951.04	Leading animal from motor vehicle
951.05	Transportation of animals
951.06	Use of poisonous and controlled substances
951.07	Use of certain devices prohibited
951.08	Instigating fights between animals
951.09	Shooting at caged or staked animals
951.095	Harassment of Police and Fire Animals
951.10	Sale of baby rabbits, chicks and other fowl
951.11	Artificially colored animals; sale
951.13	Providing proper food and drink to confined animals
951.14	Providing proper shelter
951.15	Abandoning Animals
95.51	Livestock Premises Registration

The rules and regulations pertaining to licensing, impoundment, running at large and untagged, and rabies control shall apply also to cats within the city of Oshkosh.

SECTION 6-5.5 HUMANE OFFICER; APPOINTMENT; AUTHORITY

Pursuant to Section 173.03 of the Wisconsin Statutes, the Common Council for the City of Oshkosh, may from time to time, appoint one or more Humane Officers. Humane Officers shall have the authority specified in chapter 173 and shall be under the direction of the Chief of Police or his/her designee.

- (B) Hearing Officer. Any person named in an order issued under sub. (A) may, within the 10 day period following service of the order, request a hearing on the order. The Health Director shall conduct the hearing pursuant to the provisions of Section 173.11 of the Wisconsin Statutes. If the Health Director is unable to act, the City Manager shall appoint another person to act as the hearing officer under this Section.
- (C) Appeal. Appeal from the decision of the Health Director or other official shall be as provided in Section 173.11 of the Wisconsin Statutes.

SECTION 6-6 ANIMALS, FOWL, AND INSECTS NOT PERMITTED IN CITY

- (A) No person shall bring into, keep, maintain, offer for sale or barter, or release to the wild, nor shall any person permit such activities to occur on premises owned, controlled, rented or maintained by that person, except as provided in Section 6-19 (I) :
 - (1) Any fowl or poultry (exception for chickens), cattle, horses, sheep, swine, goats, pot-bellied pigs, or any other domesticated livestock, unless part of an agricultural operation authorized by the City of Oshkosh Zoning Ordinance Chapter 30 of the Municipal Code.
 - (2) Wild animals, including but not limited to, any live monkey, or other non-human primate, raccoon, skunk, ferret, prairie dog, fox, wolf, panther, lynx, opossum, or any other warm-blooded animal which can normally be found in the wild state. For the purposes of this Code, wolf-dog hybrids are considered wild animals.
 - (3) Any poisonous or venomous, biting or injecting species of reptiles, amphibians, arachnids, or insects, including bees.
 - (4) Snakes not indigenous to Wisconsin or any snake exceeding three feet in length.

This Section shall not be construed to apply to zoological parks, circuses or like entertainment organization or to an educational or medical institution.

SECTION 6-6.5 FEEDING OF DEER PROHIBITED

- (A) It shall be unlawful for any person to place any feed including but not limited to salt, minerals, grain, corn, fruit, vegetable material or any other type of feed on the ground or in feeders, mangers or any other type of structure or receptacle for the purpose of feeding deer or enticing deer onto anyone's property in the city except as provided in Subsection (C) of this Section.
- (B) There shall be a rebuttable presumption that either of the following acts are for the purpose of feeding whitetail deer:

1. Naturally growing grain, fruit or vegetable material, including gardens and residue from lawns, or gardens and other vegetative materials maintained as a mulch or compost pile.
2. Unmodified commercially purchased bird feeders or their equivalent.
3. Deer feeding may be authorized on a temporary basis by the common council for deer management practices authorized by the City.

SECTION 6-7 CRUELTY TO ANIMALS

- (A) Every owner or person responsible shall provide animals with a sufficient supply of good/wholesome food and potable water to maintain health.
- (B) No person shall confine and/or allow animals to remain outside during adverse weather conditions constituting a health hazard to such animal.
- (1) Sufficient shade by natural or artificial source shall be provided to protect the animal from direct sunlight.
 - (2) Natural or artificial shelter appropriate to the local climatic conditions shall be provided as necessary.
- (C) Every owner and/or person in charge or control of any animal which is kept outdoors, or in an unheated enclosure, shall provide such animal with shelter and bedding as prescribed in this Section as a minimum.
- (1) The housing facilities shall be structurally sound, moisture proof and maintained in good repair.
 - (2) Enclosures shall be constructed and maintained to provide sufficient space to allow each animal adequate freedom of movement and the retention of body heat.
 - (3) A solid floor raised at least 2" off the ground (exception for chickens).
 - (4) An entrance covered by a self-closing swinging covering, or an L-shaped entrance to prevent the wind from blowing directly into the house (exception for chickens).
 - (5) A sufficient quantity of suitable clean bedding material, to provide insulation and protection against the cold and dampness and promote the retention of body heat.
 - (6) During the months of May through September, inclusive, paragraphs 4 and 5 above may be suspended (exception for chickens).
 - (7) Chickens shall be provided enclosures that are enclosed, predator-proof, insulated and adequately ventilated.
 - (8) Chicken enclosures shall measure a minimum of seven (7) square feet in area or three (3) square feet in area per chicken, whichever is greater.
 - (9) Chicken enclosures must be so constructed and maintained as to prevent rodents from being harbored underneath or within the walls thereof.
 - (10) Chicken enclosures shall provide elevated perches to ensure chickens are able to rest in their natural roosting position.
 - (11) No chicken enclosure, food storage unit, or waste compost shall be located closer than 25

- (E) No person may abandon or neglect any animal.
- (F) No person shall kick, beat, cruelly ill-treat, torment, overload, overwork, or otherwise abuse any animal.
- (G) No person may cause or allow an animal to be placed or confined in a motor vehicle under such conditions or for such a period of time, without adequate ventilation, as to endanger the health or well being of such animal due to temperature, humidity, lack of food or drink, or such other conditions as may be reasonably expected to cause suffering, disability or death.
- (H) No person may intentionally instigate, promote, aid or abet as a principal, agent or employee, or participate in the earnings from, or intentionally maintain or allow any place to be used for a cockfight, dogfight, bullfight or other fight between the same or different kinds of animals or between an animal and a person (951.08).
- (I) No theatrical exhibit or act shall be held in which animals are forced or encouraged to perform through the use of chemical, electrical or mechanical devices (951.07).
- (J) The slaughter of chickens is prohibited.
- (K) The performance of any act prohibited by this Section, or the non-performance of any act required by it, shall be deemed cruelty to animals and subject to the provisions of Sections 951.15 and 951.16 Wisconsin Statutes adopted herein. Impoundment of animals under this Section shall be as prescribed in Section 6-18 of this Municipal Code.

SECTION 6-8 LIMIT NUMBER OF DOGS AND CATS AND CHICKENS

- (A) Purpose. The owning, harboring and keeping by any person(s) of a large number of dogs, cats or combination thereof within the city, detracts from the quality of life within the entire residential district due to various noise, odor, health and safety problems which constitute a public nuisance.
- (B) Limitation. No person may own, harbor or keep in their possession, within the city, more than three (3) dogs, five (5) cats or combination not to exceed a total number of five (5) animals thereof, over the age of five (5) months, except when they possess a Kennel License which is in full force and effect.

The exception being a litter of pups/and or kittens or a portion of a litter, may be kept for a period of time not exceeding five (5) months from birth.

- (C) A maximum of four (4) chickens may be kept per residential lot in areas zoned R-1 (Single Family Residence) District or R-2 (Two Family Residence) District provided that all families living in the R-2 property where a chicken license is requested consent to the presence of chickens.

- continually maintained in full force and effect, and proof thereof is furnished to City personnel empowered to enforce this ordinance upon request.
- (b) Required and effective rabies immunization for each dog and/or cat has been procured, and effective level of rabies immunization continuously maintained, and proof thereof furnished to City personnel empowered to enforce this ordinance upon request.
 - (c) However this exemption shall not authorize the replacement of any dog and/or cat until the specified limitation within this ordinance is complied with. The burden of proving entitlement to this exemption is upon the party seeking the exemption.
- (2) This Section shall not apply to properly licensed facilities under article V of this chapter, the Oshkosh Humane Society or veterinary hospitals.

SECTION 6-9 PET LITTERING

No owner shall allow their animal to soil, defile, defecate on or commit any nuisance on any private or public property unless the owner immediately removes and disposes of all feces so deposited in a proper receptacle located upon the owner's property or upon another's property with permission in accordance with the provisions of Chapter 23 of this Municipal Code.

SECTION 6-10 ANIMAL TRAPS

Any unlicensed trap, snare, spring gun, set gun, net or other device or contrivance which might entrap, ensnare, or kill game, or any trap without a metal tag attached as required by Section 29.03(5) Wisconsin Statutes shall be prohibited, except for live traps.

SECTION 6-11 PROHIBITED AREAS FOR ANIMALS

- (A) A person owning or in charge of any animal shall not permit such animal to be upon City operated beaches or City operated cemeteries.
- (B) A person owning or in charge of any animal shall not permit such animal to be upon any City operated park.
- (C) A person owning or in charge of any animal shall not permit such animal to be upon the premises of the Lake Shore Municipal Golf Course.
- (D) The provisions of paragraphs (a) to (c) above shall not apply to animals assisting disabled persons.

SECTION 6-12 BARKING DOGS

No person shall keep any dog or other animal which by loud or frequent or habitual noise shall disturb the

- (6) Sale or Transfer of Possession.
 - (a) No person may sell or transfer possession of a vicious animal to another person without first notifying the person to whom the vicious animal is being sold or transferred, of the fact that such is a vicious animal and of any requirements imposed upon the owner of such animal by this ordinance.
 - (b) No person may sell or transfer possession of a vicious animal to another person without first notifying the Health Director thereof, in writing to be received at least five (5) business days in advance of the sale or transfer of possession.
- (B) Destruction or Death of Vicious Animals. If a vicious animal is euthanized, the owner thereof shall provide to the City of Oshkosh Health Director within ten (10) days of the date of death of the animal a certificate or other written proof of euthanasia from a licensed veterinarian. If a vicious animal is killed, destroyed or dies from any other cause or means, the owner shall within ten (10) days of the date of death of the animal provide in writing to the City of Oshkosh Health Director verification of the death of the animal.

SECTION 6-17 ANIMAL RUNNING AT LARGE PROHIBITED

No person shall permit any animal to run at large in the city at any time. Each owner of any such animal is required to confine it within the limits of his or her premises except when it is attended to by some person, and in such cases animals shall be fastened securely to a suitable leash not more than six (6) feet in length. For purposes of this Section, the phrase "running at large" embraces all places within the city except the owner's premises, and includes all streets, alleys, sidewalks, or other public or private property.

- (A) unrestrained animals, including dogs and cats, may be taken by a law enforcement officer, community service officer, personnel from the Oshkosh Humane Society, or City Health Division personnel and impounded in the Oshkosh Humane Society and there confined in a humane manner.

SECTION 6-18 IMPOUNDMENT

The rules and regulations pertaining to impoundment, specifically Sections 173.13, 173.17, 173.19, 173.21, 173.22, 173.23, 173.24, and 173.25, Wisconsin Statutes, together with any future additions, deletions or supplements thereto, are herewith incorporated as part of this Chapter and shall be enforced with the same force and effect as though set forth in full herein. Providing, however, that where such rules and regulations are less stringent than other provisions found in this Code, the provisions of this Code shall apply.

ARTICLE V. PET STORES/COMMERCIAL KENNELS

Congratulations on your decision to raise chickens in Oshkosh. This guide is intended to provide you with information concerning the municipal regulations for keeping chickens, as well as to provide tips to help you successfully raise backyard hens.

Please carefully review all of the municipal requirements listed. Responsible management of your chickens and chicken coop is an essential part of the sustained success of this movement and continued support of our community.

The raising of chickens on your property can serve as a valuable community-building experience by inviting friends and neighbors over to participate, by educating our youth about natural life-systems and where their food comes from, and by sharing the "eggs" of your labor.

Have fun, be responsible and good luck!

Justin Mitchell
Justin Mitchell
Chair, Sustainability Advisory Board, 2011



BENEFITS OF RAISING CHICKENS

Raising Chickens is Fun and Interesting

Backyard chickens can be an enjoyable experience for the whole family and neighbors, including playing, feeding, and just observing these unique birds.

Positive Educational Opportunity

Children (and adults) will learn about where food comes from and develop responsibility for the care of an animal.

Healthy, Local & Sustainable Protein Source

For households seeking to produce their own food, the eggs gathered from backyard chickens provides the needed source of protein that is often missing. As a benefit, well-treated backyard chickens tend to produce extremely high quality eggs.

Chickens are Great for Your Garden

Chickens are huge consumers of bugs and pests, making them a welcomed addition to any garden. Their waste is also an effective and natural fertilizer.

Healthy Activities Can Build Community

Over 100 residents came together to make backyard chickens a possibility in Oshkosh. Community members attended planning meetings, workshops, and community events collaborating on this effort. Many cities continue to see events and gatherings surrounding urban chickens and local foods.

City Ordinance Requirements

(see Chapter 6 (Animals) and Chapter 30 (Zoning) of City Codes for complete requirements)

- You must obtain an annual city license from city hall (\$10.00), and obtain written approval from abutting neighbors before obtaining chickens
- You must register your property with the free Wisconsin Livestock Registry
- You must provide a chicken coop in your rear yard that meets the following requirements:
 - ⇒ Structurally sound, moisture proof and maintained in good repair with sufficient space for freedom of movement and retention of body heat
 - ⇒ Provide a sufficient quantity of suitable clean bedding material
 - ⇒ Must be enclosed, predator-proof, free of rodents, insulated, and adequately vented, with elevated perches for natural roosting position
 - ⇒ A minimum size of 7 square feet in area or 3 square feet in area per chicken, whichever is greater with 1 nest box for every 2 chickens
 - ⇒ Must be at least 25 feet from a neighbor's primary residence, at least 3 feet from the side & rear property lines and at least 5 feet from your residence
- Maximum of 4 hens per residential lot
- Roosters are **not** permitted
- The slaughter, abuse or neglect of any chicken is strictly prohibited
- The chickens should be provided regular access to water and food
- Hens must be secured in their coop at night, and be provided access to an outdoor enclosed run area for the majority of daylight hours



A How-to Guide for Raising Backyard Chickens in

Created by:

Oshkosh Sustainability Advisory Board

with assistance from

*Glacierland Resource Conservation & Development
&
UW-Extension*

Tips for Successfully Raising Hens

Raising From Eggs:

Eggs need 21 days of incubation, requiring turning at least 3-4 times per day. Maintain temperatures between 99 and 103° F. A small dish of water must be added to maintain moisture. Ventilation is important. Small scale incubators are available for a low cost that maintain temperature and automatically rotate the eggs. After the 17th day, eggs should no longer be rotated. After the chicks hatch and have dried, place them in a holder heated to 95°F. Provide a starter mash feed and fresh water. If you are considering raising chicks from eggs, please reference a complete guide on the process to ensure understanding of the many small details that help improve health and success. Also consider that you will need to find a home for any young roosters.

Raising From Chicks:

Raising young chicks – as young as a few days – is the easiest and most common method. 1-week old chicks need a temperature of 90-95°F. Raise the heat lamp each week to lower 5° F until about 70-75° F. Ensure constant access to water and provide a starter feed. You should provide a half square

foot of space per bird, increasing around week 4. This holder – or brooder – can be a box. Start with layers of newspaper on the bottom and replace with pine shavings at week 2. Make sure the walls are tall enough to prevent jumping out. A circular brooder prevents the piling up in corners.

Shelter & Run

The coop should be sturdy, insulated, and at least 3 square feet in size per hen, with a minimum size of 7 square feet. Elevated perches must be provided as well as 1 nesting box every 2 hens. Nesting boxes should be about 18 in H x 18 in L x 12 in W, with a slanted roof to discourage roosting on top of the box. Add pine bedding to the boxes, and a small lip to the bottom of the entrance to prevent the egg from rolling out. Heat may be needed during the cold winter months, and light may extend the egg-laying season (birds need at least 14 hours of light per day to produce eggs). Maintain 3-4 inches of litter (pine shavings) in winter to help insulate. Keep interior dry. Ensure a tight enclosure to keep out predators. A run must be provided, offering ground access that is fenced in. Sizes of the run will vary, but should be long enough to enable running (6–10 ft minimum length) and

wide enough to enable wing extension (3–6 ft minimum width).

Selecting a Hen

There are many different breeds of hens, and you are encouraged to research what type of hen fits your needs and interests. UW-Extension recommends Leghorns, Minorca, or Buttercups for egg-laying.

Feeding, Health & Safety

You should provide access to food multiple times per day, with constant access to water. Feed is available at many local farm supply stores and through feed distributors. Chickens will also enjoy many of your table scraps. You need to keep your food stored in a secure manner in order to prevent rodents. You also need to regularly clean out the litter to ensure a dry, clean environment that prevents the presence of pests and rodents.

Composting

You are encouraged to compost your poultry waste to use as a garden or yard additive. Poultry waste is high in nitrogen, an essential nutrient for plants. Waste should be composted in a predator-proof container to make it garden-ready, and should be applied at least 120 days prior to harvesting any food. Follow the UW-Extension guide for composting chicken waste.

Additional Resources

Wisconsin Livestock Identification Consortium
(Livestock Registry):

Register online at www.wiid.org

Or phone WLIC at 888-808-1910

Information about Wisconsin Livestock Registry:
http://datcp.wi.gov/Farms/Livestock/Livestock_Premises_Registration

Local sustainable initiatives and updates:
www.ci.oshkosh.wi.us/SustainableOshkosh

City youth participation in 4-H poultry activities:
<http://winnebago.uwex.edu/4-h-youth-development>

Information on the raising of backyard chickens:
www.backyardchickens.com

Resources and links to improve your skills and knowledge related to raising chickens:
www.beginningfarmers.org/information-about-raising-chickens

Networking opportunity with others in the community raising hens:
www.facebook.com/OshkoshBackyardChickens

Stat. ch. 173 and shall be under the direction of the Chief of Police or designee thereof.

(b) Abatement Orders.

(1) Issuance of order. After investigation, if a humane officer or law enforcement officer has reasonable grounds to believe that a violation of a statute or ordinance is occurring and that the violation is causing or has the potential to cause injury to an animal, the humane officer or law enforcement officer may issue and serve an order of abatement pursuant to Wis. Stat. § 173.11.

(2) Hearing. Any person named in an order issued under sub. (a) may, within the ten- (10-) day period following service of the order, request a hearing on the order. The Municipal Judge shall conduct the hearing pursuant to the provisions of Wis. Stat. § 173.11.

(3) Appeal. Appeal from the decision of the Municipal Judge or other official shall be as provided in Wis. Stat. § 173.11.

(c) Police Dogs. No person shall knowingly resist, obstruct or interfere with any police dog while the dog is on duty in pursuit of its police duties. Any police dog shall be exempt from the provisions of the animal control ordinance and other City ordinances including quarantine periods after a bite while on duty.

SEC. 7-1-19 KEEPING OF CHICKENS LICENSES.

(a) License Required. Every person keeping chickens within the City shall first obtain a license through the Building Inspector's office, which shall be valid from January 1 through December 31 of the year in which it is granted, and which may be renewed annually. The applicant shall complete and file the application for a license or license renewal with the City Building Inspector along with the license fee as established, and which may be changed from time to time, by resolution of the Common Council. Any material misstatement or omission on the application shall be grounds for denial, suspension, or revocation of the license. Any primary or secondary school open to public enrollment shall be exempt from the requirements of Sec. 13-1-144 and Sec. 7-1-19 and may keep chickens for educational purposes.

Renewal applications for a license shall not require the consent of neighboring properties.

(c) Issuance of License. The Building Inspector shall issue a license if the applicant has demonstrated compliance with the criteria and standards established by Section 13-1-144 of the Zoning Code, provided that the owner of all residentially zoned adjacent properties at time of the initial application consent in writing to the initial license. The applicant shall be responsible for completing the necessary consent forms and applications as approved by the Building Inspector. Failure to complete the approved forms may result in denial of the license. Proof of registration with the State of Wisconsin (Wis. Stat. § 95.51) is also required at time of application.

(d) Denial, Suspension, or Revocation of License.

(1) The Building Inspector shall deny a license to any applicant who fails to meet the standards required by Section 13-1-144 of the Zoning Code.

(2) A license may be suspended or revoked by the Building Inspector where there is risk to public health or safety or for any violation of or failure to comply with any provisions of this section, Section 13-1-144 of the Code, or any other applicable ordinance or law.

(3) Any denial, suspension, and revocation shall be in writing and mailed by first class mail to the licensee's last known address and shall include notification of the right to and procedure for appeal.

(e) Jurisdiction of Humane Officer. The City Humane Officer shall have the full power and authority under Section 7-1-18 of the City Code to ensure the proper care and treatment of chickens kept with the City.

(f) Appeals. A person appealing the denial, suspension, or revocation by the Building Inspector may appeal the decision to the Common Council by filing a written appeal with the City Clerk within ten- (10-) days of the date of the Building Inspector's decision.

requirements of this Section or shall so comply prior to water being placed therein.

(h) **Draining and Approval Thereof.** No private swimming pool shall be constructed so as to allow water therefrom to drain into any sanitary sewer or septic tank nor to overflow upon or cause damage to any adjoining property. Provisions may be made for draining the contents of any swimming pool into a storm sewer, but such installation shall be subject to prior approval by the Plumbing Inspector. In all cases where a private swimming pool is to be constructed on premises served by a private sewage disposal system, approval of the State Board of Health shall be necessary before the construction of any such pool may commence.

(i) **Filter System Required.** All private swimming pools within the meaning of this Chapter must have, in connection therewith, some filtration system to assure proper circulation of the water therein and maintenance of the proper bacterial quality thereof.

(j) **Dirt Bottoms Prohibited.** All swimming pools of a permanent nature shall have the sides and bottom of a smooth finish, and no sand or dirt bottom shall be permitted.

SEC. 13-1-144 KEEPING OF CHICKENS².

(a) **Purpose.** The purpose of this section is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of female chickens on a non-commercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The City recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This article is intended to create standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.

(b) **Definitions.**

(1) *Chicken Pen* shall mean an area enclosed by protective fence,

(3) *Henhouse* shall mean a structure for the sheltering of female chickens. An existing shed or garage can be used for this purpose if it meets the standards contained in Subsection (e), below, including the required distance from property lines.

(c) **Keeping of Chickens as Permitted Accessory Use.** A maximum of five (5) chickens shall be allowed as a permitted accessory use on any lot where the principal use is a single-family residence. No roosters shall be kept within the City limits. Chickens shall be kept within the chicken pen at all times. At night, chickens shall be kept in the secured henhouse. Free range of chickens shall not be allowed at any time. Any primary or secondary school open to public enrollment shall be exempt from the requirements of Sec. 13-1-144 and Sec. 7-1-19 and may keep chickens for educational purposes.

(d) **Enclosures.**

(1) Enclosures must be clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.

(2) Enclosures must provide adequate ventilation and adequate sun and shade.

(3) No enclosure shall be placed in the front yard nor located closer than forty (40) feet to any principal structure on an adjacent lot. An attached garage shall be considered part of a principal structure.

(e) **Henhouses.**

(1) A henhouse shall be provided and shall be designed to provide safe and healthy living conditions for the chickens while minimizing adverse impacts to other residents in the neighborhood.

(a) The structures shall be enclosed on all sides and shall have a roof, structural floor, and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator-and bird-proof wire of less than one- (1-) inch openings.

(f) **Chicken Pens.** An enclosed chicken pen must be provided consisting of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.

(g) **Feed and Water.** Chickens must be provided with access to feed and clean water at all times; such feed and water shall be unavailable to rodents, and predators. Feed must be contained in an impervious (metal or plastic) container.

(h) **Waste Storage and Removal.** All persons keeping chickens must properly dispose of manure by using it for fertilizer, removing it from the property, or working it into a compost bin or container. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. All other manure not used for composting or fertilizing shall be removed in a timely manner, and no accumulation in manure piles shall be allowed. In addition, all enclosures and the surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

(i) **Selling or Slaughter Prohibited.** No person shall sell or offer for sale any chickens, eggs, or meat from their residence. No person shall slaughter any chickens on site regardless of whether the meat is intended for personal use or for sale to others.

(j) **License Required.** No person shall keep chickens on any lot within the City prior to obtaining a Chicken License pursuant to Section 7-1-19, Keeping of Chickens License, of the City Code."

SEC. 13-1-145 THROUGH SEC. 13-1-149 RESERVED FOR FUTURE USE.

ARTICLE L

Mobile Homes

SEC. 13-1-150 INTENT - WHERE MOBILE HOME DISTRICTS PERMITTED.

(a) Residential-Mobile Home (R-MH) Zoning Districts may hereafter be established in accordance with the procedures, requirements and limitations set forth in this Article. Within such District, mobile homes, with such additional supporting uses and occupancies as are permitted herein, may be established

3.06.06. - Keeping of animals and fowl.

- (1) *Prohibited generally.* No animals or fowl, except domesticated pets, shall be kept within the City. Not more than four chickens may be kept by compliance with Section 3.06.07.
- (2) Animals excluded from food handling establishments. No person shall take or permit to remain any dog, cat or other live animal on or upon any premises where food is sold, offered for sale or processed for consumption by the general public.
- (3) *Sanitary requirements.* All structures, pens, buildings, stables, coops or yards wherein animals or fowl are kept, shall be maintained in a clean and sanitary condition, free of rodents, vermin and objectionable odors. Interior walls, ceilings, floors, partitions and appurtenances of such structures, except structures or houses occupied by no more than one dog, cat, rabbit, or similar animal kept as a pet, shall be whitewashed or painted annually or more often as the Health Officer shall direct. All such structures, etc., shall be located at least 15 feet from any building or place used for human habitation, or which is resorted to regularly by humans. No live swine or goats shall be kept within the City.
- (4) *Harboring of pigeons and waterfowl prohibited.* It shall be unlawful for any person to harbor, attract, or create an environment that would attract pigeons or waterfowl within the City of Rhineland.

(Code 1993, § 12.06; Ord. No. 13-09, 11-9-2009; Ord. No. 08-13, 10-14-2013)

3.06.07. - Keeping of chickens in the City.

- (1) *Permit required.* No person shall keep chickens in the City without obtaining a valid permit issued by the Inspection Department. The permit process requires a completed application accompanied by the fee as determined by the City Council. The permit will expire December 31 of each year. A new permit must be reissued annually and a new fee paid with each application.
- (2) *Neighborhood approval required.* Before a permit is issued for the keeping of chickens, the inspection department shall notify in writing owners and occupants of each abutting property where the chickens will be kept whether directly or diagonally abutting, or across from an alley. If any owner or occupant protests the letter within ten business days, the permit may only be issued by the City Council after referral to the Public Safety Committee.
- (3) *Keeping of chickens allowed.* The keeping of up to four chickens, with a permit, is allowed on a single- or two-family residential premise, provided the following:
 - (a) No person shall keep a rooster.

- (b) No person shall slaughter any chicken.
 - (c) Chickens shall be provided with fresh water at all times and adequate amounts of feed.
 - (d) Chickens shall be provided with a sanitary and adequately-sized enclosure, or coop, and shall be kept in enclosure or a sanitary and adequately-sized and assessable fenced enclosure at all times.
- (e) Chicken coops shall be constructed in a workman like manner, be moisture-resistant and either raised off the ground or placed on a hard surface such as concrete, patio block or gravel.
- (f) Chicken coops and enclosures shall be constructed and maintained to prevent the collection of standing water, and shall be cleaned of hen droppings, uneaten food, feathers and other waste daily and as necessary to ensure that the coop and yard area do not become a health, odor or other nuisance.
- (g) Chicken coops, enclosures and yards combined shall be large enough to provide 16 square feet per chicken. The total area devoted to keeping chickens may not exceed 100 square feet.
- (h) No part of any enclosure shall be located closer than 25 feet from any residential dwelling on an adjoining lot. No part of any enclosure may be located closer than five feet from any lot line. No part of any enclosure shall be located nearer than 25 feet from a navigable waterway.
- (i) No enclosure may be located in the required front yard area of a lot.
 - (j) No one may keep any chickens in a manner that causes a nuisance, unhealthy condition or a public health threat.

- (4) *Permit revocation.* A permit is subject to revocation by the Public Safety Committee upon recommendation of the building inspection department. Once a permit is revoked, it shall not be reissued for a period of at least two years.

(Ord. No. 08-13, 10-14-2013; Ord. No. 10-17, 5-8-2017)



Rhinelanders Inspection Department

CHICKEN COOP - MUNICIPAL CODE 3.06.07

DATE: _____

This is an application ONLY and is not an authorization for construction. This application will be reviewed by the Building Inspector, and if approved, a permit will be issued. Applicant must file with the Inspection Department a complete set of plans showing: site plan, building coop, framing, fencing and electrical details. Drawings are to become the property of the City of Rhinelanders.

ADDRESS: _____ Zoned: _____

☐ Single Family ☐ Two Family

Site: ☐ Coop ☐ Fence ☐ Electrical ☐ # of hens _____ ☐ Owner Approval (if applicable)

☐ Completed Site Plan ☐ Complete Coop Plan ☐ Fence: Type: _____ Height: _____

☐ Electrical/Heat Type: ☐ Heat Lamps ☐ Lights ☐ Other: _____ Completed by: ☐ Owner ☐ Electrician

All subcontractors with full information, including state required certifications must be listed on separate form!

OWNER INFORMATION: ☐ Owner occupied

Est. Project Value: \$ _____

Name: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

Address: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

City: _____

State: _____ Zip: _____

APPLICANT/RENTER INFORMATION:

Name: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

Address: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

City: _____

State: _____ Zip: _____

I certify that the information provided on this form is complete and accurate and agree to comply with all applicable codes and ordinances of the City of Rhinelanders and State of Wisconsin and any conditions attached hereto. It is further agreed that we hereby absolve and release the City of Rhinelanders, its agents, from liability, if through the owner or his agent, an error is made in determining the property lines. It is further agreed that the City of Rhinelanders, its agent or agents, have no responsibility as to the determination of the properties lines. I have also read the cautionary statement to owners obtaining building permits attached to this form.

☐ Cautionary Statement signed

Signature: _____ Date: _____

FAILURE TO OBTAIN A PERMIT BEFORE WORK HAS STARTED WILL RESULT IN A TRIPLE FEE PERMIT PENALTY.

DECISION

Inspected on: _____ By: ☐ Williams ☐ Waydick ☐ Other: _____

Cautionary Statement to Owners Obtaining Building Permits

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur:

(a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code or an ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

Cautionary Statement to Contractors for Projects Involving Building Built Before 1978

If this project is in a dwelling or child-occupied facility, built before 1978, and disturbs 6 sq. ft. or more of paint per room, 20 sq. ft. or more of exterior paint, or involves windows, then the requirements of ch. DHS 163 requiring Lead-Safe Renovation Training and Certification apply. Call (608)261-6876 or go to the Wisconsin Department of Health Services' lead homepage for details of how to be in compliance

Wetlands Notice to Permit Applicants

You are responsible for complying with state and federal laws concerning the construction near or on wetlands, lakes, and streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the Department of Natural Resources wetlands identification web page or contact a Department of Natural Resources service center.

Additional Responsibilities for Owners of Projects Disturbing One or More Acre of Soil

I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and will comply with those standards.

CITY OF RHINELANDER

3.06.07. Keeping of Chickens in the City

(1) *Permit required.* No person shall keep chickens in the city without obtaining a valid permit issued by the Inspection Department. The permit process requires a completed application accompanied by the fee as determined by the City Council. The permit will expire December 31 of each year. A new permit must be reissued annually and a new fee paid with each application.

(2) *Neighborhood approval required.* Before a permit is issued for the keeping of chickens, the inspection department shall notify in writing owners and occupants of each abutting property where the chickens will be kept whether directly or diagonally abutting, or across from an alley. If any owner or occupant protests the letter within ten business days, the permit may only be issued by the City Council after referral to the PPP Committee.

(3) *Keeping of chickens allowed.* The keeping of up to 4 chickens, with a permit, is allowed on a single or two family residential premise, provided the following:

(a) No person shall keep a rooster.

(b) No person shall slaughter any chicken.

(c) Chickens shall be provided with fresh water at all times and adequate amounts of feed.

(d) Chickens shall be provided with a sanitary and adequately-sized enclosure, or coop, and shall be kept in enclosure or a sanitary and adequately-sized and assessable fenced enclosure at all times.

(e) Chicken coops shall be constructed in a workman like manner, be moisture-resistant and either raised off the ground or placed on a hard surface such as concrete, patio block or gravel.

(f) Chicken coops and enclosures shall be constructed and maintained to prevent the collection of standing water, and shall be cleaned of hen droppings, uneaten food, feathers and other waste daily and as necessary to ensure that the coop and yard area do not become a health, odor or other nuisance.

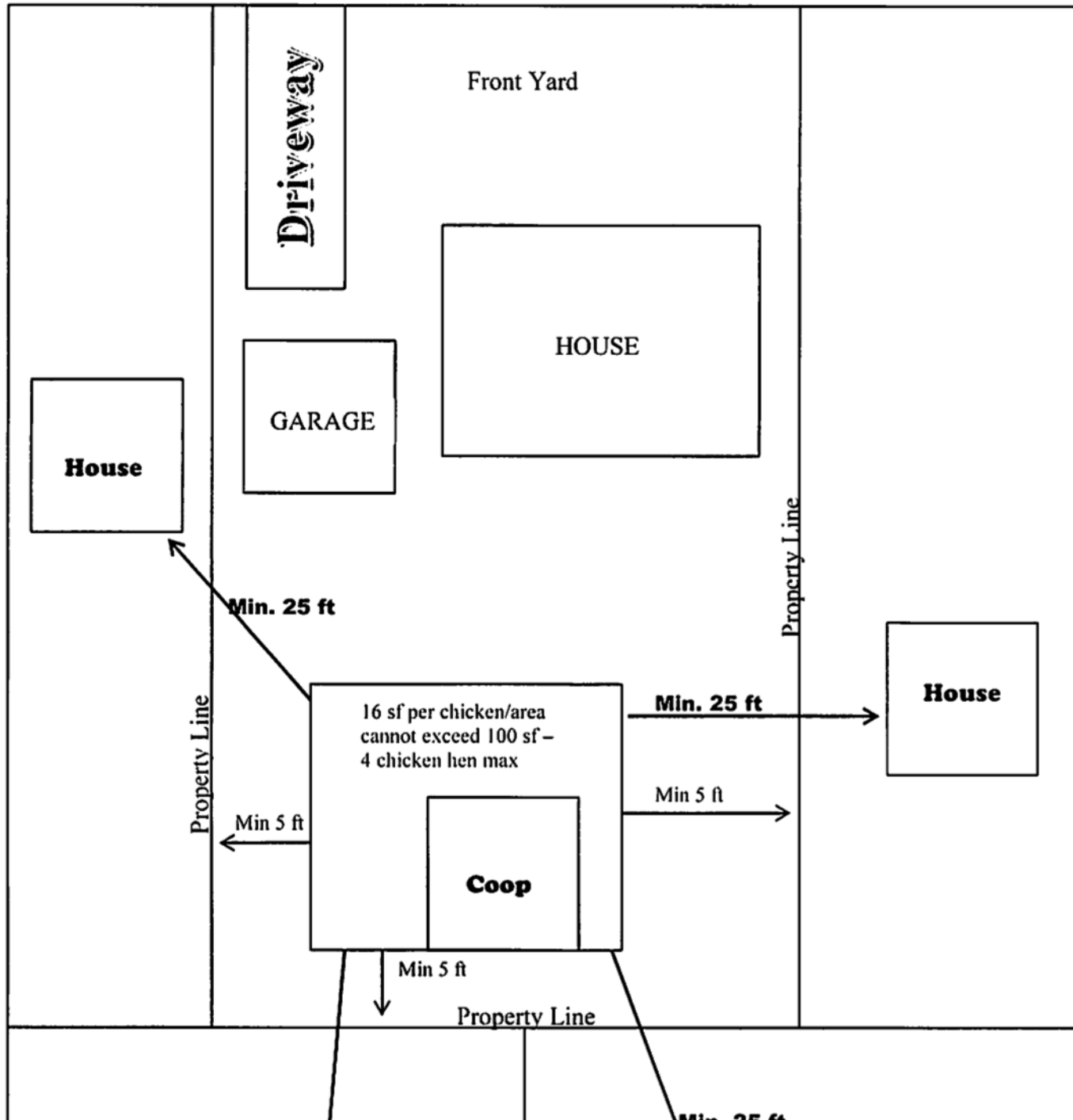
(g) Chicken coops, enclosures and yards combined shall be large enough to provide 16 square feet per chicken. The total area devoted to keeping chickens may not exceed 100 square feet.

(h) No part of any enclosure shall be located closer than 25 feet from any residential dwelling on an adjoining lot. No part of any enclosure may be located closer than 5 feet from any lot line. No part of any enclosure shall be located nearer than 25 feet from a navigable waterway.

(i) No enclosure may be located in the required front yard area of a lot.

(j) No one may keep any chickens in a manner that causes a nuisance, unhealthy condition or a

Anywhere Street



CITY OF RHINELANDER

3.06.07. Keeping of Chickens in the City

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(2) *Neighborhood approval required.* Before a permit is issued for the keeping of chickens, the inspection department shall notify in writing owners and occupants of each abutting property where the chickens will be kept whether directly or diagonally abutting, or across from an alley. If any owner or occupant protests the letter within ten business days, the permit may only be issued by the City Council after referral to the PPP Committee.

(3) *Keeping of chickens allowed.* The keeping of up to 4 chickens, with a permit, is allowed on a single or two family residential premise, provided the following:

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(b) No person shall slaughter any chicken.

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(d) Chickens shall be provided with a sanitary and adequately-sized enclosure, or coop, and shall be kept in enclosure or a sanitary and adequately-sized and assessable fenced enclosure at all times.

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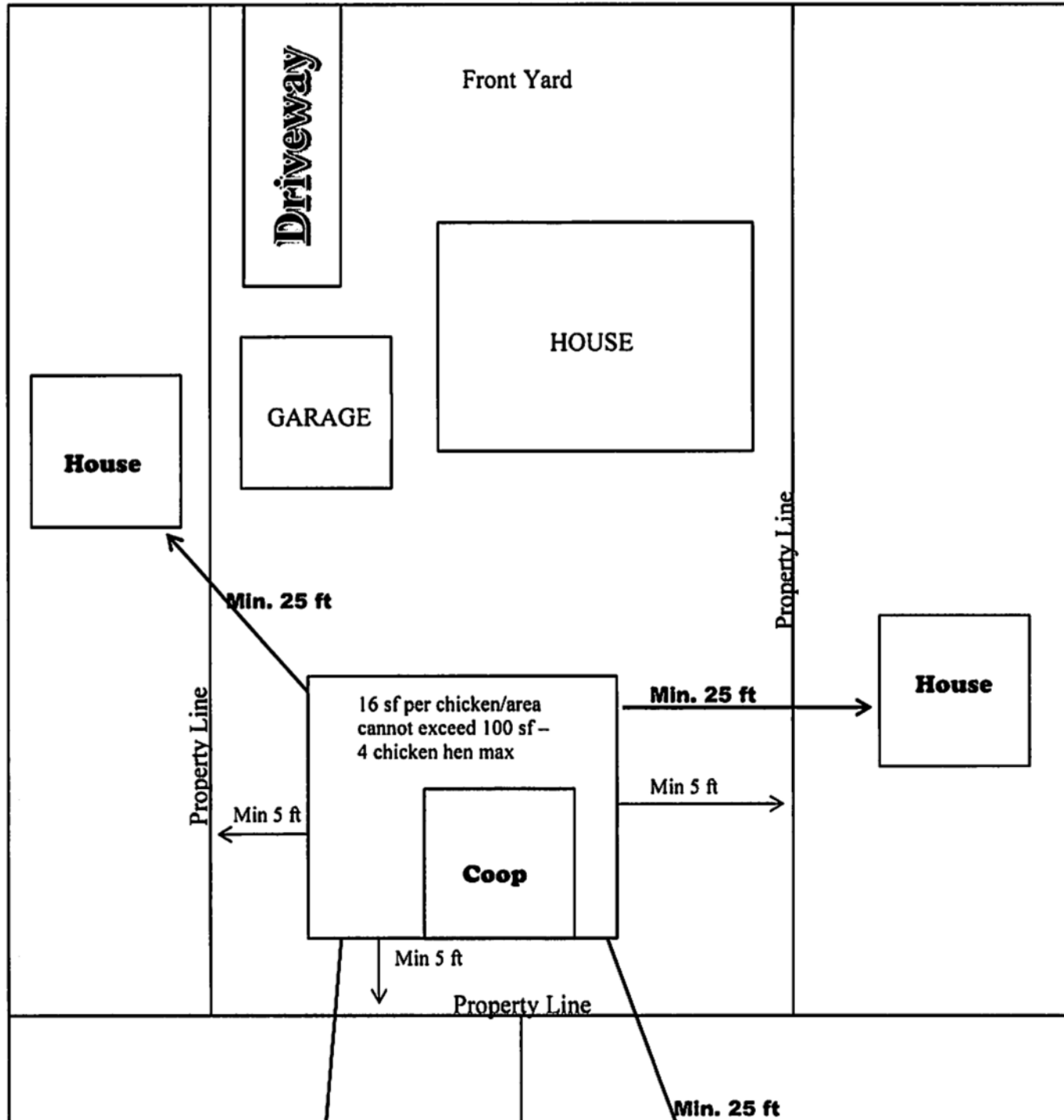
(g) Chicken coops, enclosures and yards combined shall be large enough to provide 16 square feet per chicken. The total area devoted to keeping chickens may not exceed 100 square feet.

(h) No part of any enclosure shall be located closer than 25 feet from any residential dwelling on an adjoining lot. No part of any enclosure may be located closer than 5 feet from any lot line. No part of any enclosure shall be located nearer than 25 feet from a navigable waterway.

(i) No enclosure may be located in the required front yard area of a lot.

(j) No one may keep any chickens in a manner that causes a nuisance, unhealthy condition or a public health threat.

Anywhere Street





Rhinelanders Inspection Department

CHICKEN COOP - MUNICIPAL CODE 3.06.07

DATE: _____

This is an application ONLY and is not an authorization for construction. This application will be reviewed by the Building Inspector, and if approved, a permit will be issued. Applicant must file with the Inspection Department a complete set of plans showing: site plan, building coop, framing, fencing and electrical details. Drawings are to become the property of the City of Rhinelanders.

ADDRESS: _____ Zoned: _____

☐ Single Family ☐ Two Family

Site: ☐ Coop ☐ Fence ☐ Electrical ☐ # of hens _____ ☐ Owner Approval (if applicable)

☐ Completed Site Plan ☐ Complete Coop Plan ☐ Fence: Type: _____ Height: _____

☐ Electrical/Heat Type: ☐ Heat Lamps ☐ Lights ☐ Other: _____ Completed by: ☐ Owner ☐ Electrician

All subcontractors with full information, including state required certifications must be listed on separate form!

OWNER INFORMATION: ☐ Owner occupied

Est. Project Value: \$ _____

Name: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

Address: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

City: _____

State: _____ Zip: _____

APPLICANT/RENTER INFORMATION:

Name: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

Address: _____

Phone: _____

☐ Home ☐ Cell ☐ Work

City: _____

State: _____ Zip: _____

I certify that the information provided on this form is complete and accurate and agree to comply with all applicable codes and ordinances of the City of Rhinelanders and State of Wisconsin and any conditions attached hereto. It is further agreed that we hereby absolve and release the City of Rhinelanders, its agents, from liability, if through the owner or his agent, an error is made in determining the property lines. It is further agreed that the City of Rhinelanders, its agent or agents, have no responsibility as to the determination of the properties lines. I have also read the cautionary statement to owners obtaining building permits attached to this form.

☐ Cautionary Statement signed

Signature: _____ Date: _____

FAILURE TO OBTAIN A PERMIT BEFORE WORK HAS STARTED WILL RESULT IN A TRIPLE FEE PERMIT PENALTY.

DECISION

Inspected on: _____ By: ☐ Williams ☐ Waydick ☐ Other: _____

City of Shawano, WI
Wednesday, August 1, 2018

Chapter 7. Licenses and Permits

§ 7.132. Regulation and licensing of chickens.

[Added 5-17-2017 by Ord. No. 1918]

- (1) Definitions. As used in this section, the following terms shall have the meanings indicated:

CHICKEN

The common fowl (*Gallus gallus domesticus*), especially when young; also, its flesh used for food.

COOP

A structure for the sheltering of chickens. Said structure shall meet the standards contained in this section.

- (2) Permit required. A permit shall be issued by the City Clerk's office. The permit process requires a completed application accompanied by the fee as determined by the City Council. The permit will expire December 31 of each year. A new permit must be reissued annually and a new fee paid with each application. Applications received after April 1 are subject to a late fee as set by Council.
- (3) The applicant is required to register with the State of Wisconsin Department of Agriculture, Trade and Consumer Protection as soon as chickens are added to a premises and must keep registration current and up to date. State ID number must be provided to the City of Shawano at the time of application.
- (4) Keeping of chickens allowed. The keeping of up to four chickens, with a permit, is allowed on a single-family detached dwelling premises (as defined in § 10.03), provided the following:
- (a) No person shall keep a rooster.
 - (b) No person shall slaughter any chicken within City limits.
 - (c) Chickens shall be provided with fresh water at all times and adequate amounts of feed.
 - (d) Chickens shall be provided with a sanitary and adequately sized enclosure, or coop, and shall be kept in an enclosure or a sanitary and adequately sized and accessible fenced enclosure, including fencing or other covering to prevent the chickens from flying out of the enclosure.
 - (e) Chicken coops shall be constructed in a workmanlike manner, be moisture-resistant and either be raised off the ground or placed on a hard surface such as concrete, patio block or gravel.

- (f) Chicken coops and enclosures shall be cleaned of hen droppings, uneaten food, feathers and other waste daily and as necessary to ensure that the coop and yard area do not become a health, odor or other nuisance. In addition, the chicken coops and enclosures must be thoroughly ventilated, predator-proof and be of sufficient size to admit free movement of the chickens, designed to be easily accessed, cleaned and maintained by the owners and must be at least two square feet.
 - (g) All chickens kept pursuant to this section shall be disease free.
 - (h) The total area devoted to keeping chickens may not exceed 80 square feet.
 - (i) No part of any enclosure shall be located closer than 25 feet from any residential dwelling on an adjoining lot. No part of any enclosure may be located closer than five feet from any lot line. No part of any enclosure shall be located nearer than 25 feet from a navigable waterway.
 - (j) No enclosure may be located in the front yard area of a lot.
 - (k) No one may keep any chickens in a manner that causes a nuisance, unhealthy condition or public health threat.
 - (l) The chickens shall be shut into the chicken house at night, from sunset to sunrise.
 - (m) During the daylight hours, the adult chickens shall have access to the chicken house and, weather permitting, shall have access to an outdoor enclosure on the subject property, adequately fenced to contain the chickens and to prevent access to the chickens by dogs and other predators. Additional permits may be required for any fencing exceeding 24 feet.
 - (n) Stored feed must be kept in a rodent- and predator-proof container.
- (5) Permit revocation. A permit is subject to revocation by the Common Council by recommendation of the Building Inspector or City Clerk. Once a permit is revoked, it shall not be reissued for a period of at least two years.

STATE OF WISCONSIN

WAUKESHA COUNTY

TOWN OF WAUKESHA

ORDINANCE NO.2014-

AN ORDINANCE CREATING § 13-2-8(i) KEEPING OF FEMALE CHICKENS
AND AMENDING § 13-3-6(a)(1)a R-SE SUBURBAN ESTATE DISTRICT
AND 13-3-7(a)(1)a R-1 SINGLE FAMILY RESIDENCE DISTRICT

THE TOWN BOARD OF THE TOWN OF WAUKESHA DO ORDAIN AS FOLLOWS:

SECTION 1: § 13-2-8(i) Keeping of Female Chickens of the CODE OF ORDINANCES OF THE TOWN OF WAUKESHA is hereby created by the addition of underlined text as follows:

SEC. 13-2-8 GENERAL USE REGULATIONS

(i) Keeping of Female Chickens.

- (1) **Purpose and Intent.** It is the desire of the Town Board to permit residents in single family residential zoning districts with lots one acre or greater in size, to keep a small number of female chicken on their property, on a non-commercial basis, as a permissible accessory use while also protecting neighbors and the community from noise, odors, and other negative aspects of raising chickens.
- (2) *(Intentionally left blank for future use)*
- (3) The keeping of female chickens is permitted in all single-family residential districts provided that the lot area is one acre or greater in size.
- (4) A maximum of 5 adult female chickens per acre may be kept for non-commercial use.
- (5) Only female chickens may be kept.
- (6) Roosters or female chickens that crow are not permitted.
- (7) All female chickens must be provided adequate shelter with appropriate ventilation. Coops shall conform to the provisions of sec. 13-2-10(d) and the location requirements of the applicable zoning district. However, structures dedicated to the keeping of female chickens shall not be considered in the calculation of the maximum aggregate floor area of structures.
- (8) All female chickens must be allowed to roam outside of the shelter in a confined yard. The confined area must respect the mandatory off-set requirements of the district.
- (9) All feed must be stored in sealed containers to prevent attracting vermin.

keeping of female chickens shall be allowed in accordance with the provisions of sec. 13-2-8(i).

SECTION 3: § 13-3-7(a)(1)a R-1 Single Family Residence District of the CODE OF ORDINANCES OF THE TOWN OF WAUKESHA is hereby amended by the addition of underlined text and the ~~deletion of text~~ as follows:

SEC. 13-3-7 R-1 SINGLE FAMILY RESIDENCE DISTRICT

(a) Use Regulations.

(1) Permitted Uses.

- a. Any use permitted in the R-E Residence Estate District but the keeping of poultry or domestic livestock shall not be permitted in any subdivision or other area platted or developed into lots of less than 3 acres in size and then shall be done in accordance with the provisions of the R-SE District except as provided hereafter. The keeping of female chickens shall be allowed in accordance with the provisions of 13-2-8(i).

SECTION 4: All ordinances or parts of ordinances conflicting with or contravening the provisions of this ordinance are hereby repealed.

SECTION 5: This ordinance shall take effect upon passage and posting as provided by law.

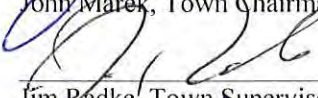
Passed and approved this 12 day of June, 2014

TOWN OF WAUKESHA, WI

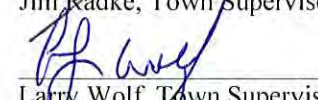
By:


John Marek, Town Chairman

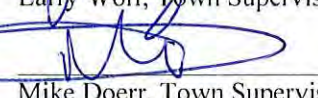
By:


Jim Radke, Town Supervisor 1

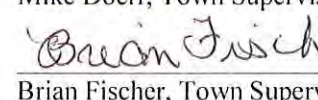
By:


Larry Wolf, Town Supervisor 2

By:


Mike Doerr, Town Supervisor 3

By:


Brian Fischer, Town Supervisor 4

ATTEST:


Kathy Nickolaus, Town Clerk-Treasurer

beekeeper shall keep a hive or hives that cause any unhealthy conditions or interfere with the normal use and enjoyment of human or animal life of others, any public property or property of others.

(d) Right of Entry.

(1) The Humane Officer or Chief Inspector of the Inspection and Zoning Division, or his or her designee may enter upon any property required to hold a permit in this section at all reasonable times to inspect the premises, obtain photographs or take any other action deemed necessary to properly enforce the provisions of this section.

(2) If the Humane Officer or Chief Inspector of the Inspection and Zoning Division, or his or her designee, finds any hive kept in violation of these requirements, in addition to any other remedy available under this code, may order the violation corrected within fourteen (14) days. If the permit holder fails to correct the violation within fourteen (14) days, the hive in violation may be destroyed and/or removed from the municipality by the city and the cost thereof shall be charged back to the property owner as a special charge pursuant to Wis. Stat. s. 66.0627.

(e) Permit revocation. A permit shall be subject to revocation upon failure to comply with any provisions of this section. Once a permit is revoked, a permit shall not be reissued. (Ord. 61-5659 §1, 2015; Ord. 61-5623 §1, 2014, File No. 14-0508)

8.08.012 Keeping of chickens. (a) Permit Required. No person shall keep chickens or establish or maintain any henhouse upon any premises in the city without obtaining a valid permit issued by the city clerk.

(1) A permit shall be valid for a period of one-year from July 1 through June 30, and may be renewed annually.

(2) The permit process requires submission of a completed application accompanied with a fee as provided in section 3.40.010(a) and shall include proof of registration with the Wisconsin Department of Agriculture, Trade and Consumer Protection in accordance with Wis. Stat. §95.51.

(3) A late fee of two times the application fee along with the application fee

section notwithstanding the prohibitions in section 8.08.010(a) of this Code.

(b) Standards. A permit authorizes the keeping of chickens on a premises, provided the following requirements are met:

- (1) No more than four (4) hens or pullets are allowed on a premises.
- (2) Roosters are prohibited.
- (3) Chickens may only be kept at a residential zoning lot designated as R-1 or R-2 “Single Family Residence District,” or upon a lot designated as R-3 “Two Family Residence District.” A permit shall be issued only to the primary owner(s) of record. The property owner shall reside on the premises regulated by the permit.
- (4) No slaughter of chickens may occur on the premises or within the City other than at a licensed meat processing facility.
- (5) Chickens may only be kept in a chicken coop or an attached and contiguous run. Between sunrise and sunset, chickens may be allowed outside of the coop into the run. Chickens must be secured within the coop between sunset and sunrise.
- (6) The chicken coop or run shall only be located within the rear yard of the premises. A chicken coop and run must be located no closer than ten (10) feet to any property line and no closer than twenty-five (25) feet to any principal residential structure on an adjacent lot.
- (7) Chicken coops and attached and contiguous runs shall be large enough to provide at least 3 square feet per chicken and cannot exceed a maximum of 24 square feet in size.
- (8) Chicken coops and runs shall be constructed in a workmanlike manner, be moisture-resistant and either raised up off the ground or placed on a hard surface such as concrete, patio block or gravel. Chicken coops and runs must be secure and impermeable to rodents, wild birds and predators, including dogs and cats and must be constructed or modified in a fashion to provide a humane environment for the chickens, include adequate ventilation, adequate sun, adequate shade and

(11) All waste generated by the chickens, operation of the coop and run shall be disposed of in a sanitary manner or composted according to best practices.

(12) The care and handling of chickens shall comply with other provisions of chapter 8 of this Code, including but not limited to §8.08.020, mistreating of animals, and §8.08.120 providing proper food and drink.

(c) Permit revocation. A permit shall be subject to revocation upon failure to comply with any provisions of this section. Once a permit is revoked, a permit shall not be issued.

(d) Upon written request, the Public Health & Safety Committee may consider waiver of any requirement specified in this section on a case by case basis upon a satisfactory showing that such requirement is not necessary for the protection and safety of the public, adjoining property owners, and the surrounding neighborhood in such case.

(e) This ordinance will be administratively reviewed by the Public Health & Safety Committee at its regular meeting which falls one (1) year from the effective date. Such review shall not affect the authorization of this ordinance without further action of the Common Council. (Ord. 61-5741 §1, 2017.)

8.08.020 Mistreating animals. No person may treat any animal, whether belonging to himself or another, in a cruel manner. Section 174.13, Wisconsin Statutes, is hereby adopted. (Ord. 61-4677 §1(part), 1989.)

8.08.030 Dognapping and catnapping. No person may take the dog or cat of another from one place to another without the owner's consent, or cause such a dog or cat to be confined or carried out of the city or held for any purpose without the owner's consent. This section does not apply to law enforcement officers or humane society agents engaged in the exercise of their official duties, or as otherwise permitted in this chapter. (Ord. 61-4677 §1(part), 1989.)

8.08.040 Leading animal from motor vehicle. No person shall let any animal upon a city street from a motor vehicle or from a trailer or semitrailer drawn by a motor vehicle. (Ord. 61-4677 §1 (part), 1989.)

8.08.050 Transportation of animals. No person may transport any animal in or upon any vehicle in a cruel manner. Prima facie evidence of a violation of this section shall be that an animal

9.04.050 - Domestic keeping of chickens in the city.

Findings. The common council of the City of Wauwatosa desires to provide for the health, safety, and well being of its residents, to ensure and maintain property conditions and values, and to provide a domestic and sustainable source of nourishing food through limited chicken egg production in a residential environment respecting its urban surroundings and rural origins.

(Ord. No. O-13-01, § I, 2-5-2012; Ord. No. O-13-18, § I, 10-15-2013; Ord. No. O-15-28, pt. I, 12-1-2015)

9.04.060 - Permit, application, enforcement, penalty.

A. Permit Required.

1. No person shall keep live chickens in the city without first obtaining a valid permit. The permit process requires a completed application accompanied with a fee as set forth in the consolidated fee schedule. The permit application is also subject to neighborhood approval and other requirements as set forth below.
2. Permit. Each owner shall obtain a city issued permit prior to acquiring any live chicken. No more than one such permit may be issued for any single residential parcel or household. A permit and fee shall be required for each parcel.
3. No permit fee may be refunded in whole or in part or be transferable.
 4. A permit is subject to revocation upon failure to comply with any provision under this code. Once a license is revoked, a permit shall not be reissued.
5. The permit shall be renewed and fee shall be paid annually. There shall be a penalty added to the permit fee for late payment of the permit fee at a rate set forth in the consolidated fee schedule.

B. Neighborhood Approval and Site Plan Required.

1. Before a permit is issued for the keeping of chickens, the applicant shall obtain the written consent of the owner of the property where chickens shall be kept and the owners of all adjoining or diagonally abutting properties, including those across an alley. The development director or his or her designee may waive the adjoining lot owner approval requirement in the case of unusual site conditions. Written consent shall be provided at the time of the application.
2. The applicant must submit a site plan at the time of the application which complies with the provisions of this chapter.

- ##### C. Keeping of Chickens Allowed.
- The keeping of up to four licensed chickens is allowed on a residential property, under the following provisions:

1. No roosters shall be kept.
 2. No chicken shall be slaughtered.
 3. Chickens shall be provided with fresh water and adequate amounts of feed regularly.
4. Chickens shall be provided with a sanitary and adequately sized covered enclosure or coop and shall be kept in the covered enclosure or coop or a sanitary and adequately accessible fenced enclosure at all times.
5. Chicken coops shall be moisture-resistant, sturdy, constructed in a workmanlike manner, and either raised up off the ground or placed on a hard surface such as concrete, patio block or gravel.
6. Chicken coops shall be constructed and yards maintained to reasonably prevent the collection of standing water and shall be cleaned of droppings, uneaten feed, feathers and other waste daily and as soon as is necessary to ensure that the coop and yard do not become a health, odor or other nuisance.
7. Chicken coops and yards together shall be large enough to provide at least sixteen square feet of space per chicken.
 8. No enclosure or coop shall be located closer than twenty-five feet to any residential dwelling on an adjacent lot unless consent is given by the owner of the adjacent lot.
9. No enclosure or coop shall be located in the front yard of a residential parcel.
 10. In addition to compliance with the requirements of this section, no one shall keep chickens that cause any nuisance, unhealthy condition, create a public health threat, or otherwise interfere with the normal use of property in the enjoyment of life by humans or animals.
11. Chicken eggs may not be sold, traded, or hatched for commercial purposes.

D. Public Health Requirements.

1. Chickens shall be kept and handled in a sanitary manner to prevent the spread of communicable diseases among birds or to humans.
2. Any person keeping chickens shall immediately report any unusual illness or death of chickens to the health department.
 3. The health officer may order testing, quarantine, isolation, vaccination, or humane euthanasia of ill chickens or chickens believed to be a carrier of communicable disease.

E. Enforcement; Penalty; Appeal.

1. Any person violating any provision of this chapter shall be subject to the general penalty provisions of this

code in addition to the penalties provided under this section and Chapter [Title] 15. A citation may be issued pursuant to Wauwatosa Municipal Code Chapter [Section] 1.24.010 and Wisconsin Statute Section 800.02.

2. Removal of Chicken. Any chicken may be impounded or removed from the city for violations of this chapter. The chicken's owner shall be responsible for costs of the impoundment or removal.
3. The development department shall issue permits and enforce the provisions of this code, except that the public health provisions of subsection (D) above, shall be enforced by the health department.
4. Appeal. Any person aggrieved by a determination or order of the development director or his or her designee may appeal in writing to the board of building and fire code appeals within thirty days of issuance of the determination or order and may request a hearing before the board of building and fire code appeals. The board of building and fire code appeals shall conduct a hearing as soon as reasonably possible and no later than thirty days after receiving a request for a hearing. An appeal will not stay a determination, order or permit revocation.

(Ord. No. O-13-01, § I, 2-5-2012; Ord. No. O-13-18, § I, 10-15-2013; Ord. No. O-15-28, pt. II, 12-1-2015)

9.06.015 - Backyard chicken ordinance.

- (a) Purpose. The following regulations will govern the keeping of chickens in residential zoning districts and are designed to prevent nuisances and prevent conditions that are unsanitary or unsafe. No person shall keep chickens unless the following regulations are followed:
- (1) Number. No more than six hens shall be allowed for each dwelling unit.
 - (2) Setbacks. Coops or cages housing chickens shall be kept at least twenty-five feet from the door or window of any dwelling or occupied structure other than the owner's dwelling. Coops and cages shall not be located within five feet of a side-yard or rear-yard lot line. Coops and cages shall not be located in the front yard.
 - (3) Enclosure. Hens shall be provided with a covered, predator-proof coop or cage that is well ventilated and designed to be easily accessed for cleaning. The coop shall allow at least two square feet per hen. Hens shall have access to an outdoor enclosure that is adequately fenced to contain the birds on the property and to prevent predators from access to the birds. Hens shall not be allowed out of these enclosures unless a responsible individual, over eighteen years of age, is directly monitoring the hens and able to immediately return the hens to the cage or coop if necessary.
 - (4) Sanitation. The coop and outdoor enclosure must be kept in a sanitary condition and free from offensive odors. The coop and outdoor enclosure must be cleaned on a regular basis to prevent the accumulation of waste.
 - (5) Slaughtering. There shall be no slaughtering of chickens.
 - (6) Roosters. It is unlawful for any person to keep roosters.
 - (7) The owner shall abide by all state laws and regulations for livestock premises registration, including applicable sections of Wisconsin Statute 95.51, and Wisconsin Administrative Code Chapter ATCP 17 and any applicable amendments thereto. Applicant shall also follow state law regarding import, purchase and sales of live poultry as set forth in ATCP 10.40 and ATCP 10.42 of the Wisconsin Administrative Code and any applicable amendments thereto.
 - (8) There shall be no breeding or hatching of chickens.
 - (9) Any poultry feed shall be stored so as to keep out rodents. The owner shall practice proper poultry waste disposal in order to avoid odors. Waste composting on the premises shall be allowed as long as it does not create odors or other nuisances for neighboring properties.

- (10) The main food source for the chickens should be provided in dedicated feeding containers and scatter feeding as the primary food source is prohibited (small amounts of scratch grains that do not accumulate on the property are allowable).
- (b) Permit. A permit shall be required to keep chickens in the City of Whitewater. An application for a permit must contain the following items:
 - (1) The name, phone number, and address of the applicant.
 - (2) The location of the subject property.
 - (3) A proposal containing the following information.
 - (A) A description of any coops, cages or outdoor enclosures, providing dimensions and the precise location (if fixed) of these enclosures in relation to property lines and adjacent properties. If applicant proposes to use a mobile coup and/or a chicken run, the dimensions of the structure(s) shall be provided and the area of requested allowed placement areas shall be provided.
 - (B) The application fee charge for the permit shall be ten dollars. There shall be no charge for renewal of the permit.
 - (4) If the applicant proposes to keep chickens in the yard of a rented dwelling, the applicant must present a signed statement from the owner of the dwelling consenting to the applicant's proposal for keeping chickens on the premises.
- (5) Chickens may only be kept on single-family unit lots. Chickens may not be kept on two-family or multiple-family lots.
 - (c) Permit Renewal. Permits will be granted on an annual basis (unless this section is repealed). If the permittee follows the terms of the section, the permit will be presumptively renewed (unless this section is repealed) and the applicant may continue to keep chickens under the terms and conditions of the initial permit. The city neighborhood services director may refuse to renew or may revoke the permit at any time, (after giving the permittee fifteen days' notice of the basis for the revocation or nonrenewal and an opportunity to be heard on the issue) if the permittee does not follow the terms of this section, or if the neighborhood services director finds that the permit holder has not maintained the chickens, coops, or outdoor enclosures in a clean and sanitary condition.

If the chicken ordinance is repealed, no party shall have the right to keep chickens based on a nonconforming use status obtained under this section.

- (d) Penalty. Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be subject to a penalty of not less than fifty dollars or more than one hundred dollars for the first offense; and for the second offense within year, shall be subject to a penalty of not less than one hundred dollars or more than two hundred dollars; and for a third and subsequent offenses within one year not less than two hundred dollars or more than three hundred dollars, together with the costs of prosecution.

(Ord. No. 1851A, § 1, 12-18-2012)