

**Village of Colfax
Zoning Board of Appeals
Meeting Agenda
Monday, June 12th, 2023
6:00 p.m.
Village Hall, 613 Main Street**

1. Call to order
2. Roll call
3. Public appearances
4. Open Public Hearing
 - a. Request for variance for no street frontage
 - i. Russell Rentals, 1007 & 1009 University Ave.
5. Public Comments
6. Close Public Hearing
7. Discussion of public comments and consideration of variance request approval or denial.
8. Adjourn

Any person who has a qualifying disability as defined by the American With Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format must contact: Lynn Niggemann, Village Administrator-Clerk-Treasurer, 613 Main Street, Colfax, WI (715) 962.3311 by 2:00 p.m. the Friday prior to the meeting so that any necessary arrangements can be made to accommodate each request.

It is possible that members of and possibly a quorum of members of the governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Lynn Niggemann

From: Jeffrey Stockburger <jeff@esellc.co>
Sent: Friday, April 14, 2023 4:19 PM
To: Lynn Niggemann
Subject: RE: Preliminary CSM
Attachments: Application Variance.pdf; 22051 Russell CSM 4-13-23 2 Pgs.pdf; Easement Agreement 4 13 2023.pdf

Lynn,

Attached is a preliminary CSM, draft copy of the access and utility easements, and an application for the variances. We can mail out the fee for the variance on Monday.

Can you please let me know what the date of the meeting is this will be heard.

Let me know if you need any other information or have any questions.

Thanks,

jeffrey c. stockburger, p.l.s.
survey manager

everyday surveying and engineering, llc

New Address:

711 S. Hillcrest Parkway

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co



From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Sent: Tuesday, April 11, 2023 8:00 AM
To: Jeffrey Stockburger <jeff@esellc.co>
Subject: RE: Preliminary CSM

Jeffrey,

I took your request without the actual CSM to the Board to get their initial thoughts. They were not in favor of subdividing that lot. There are too many issues that could occur that could cause issues in the future with all the easements and the utilities. You are more than welcome to request the variances and provide draft documents to be taking before the committee that makes recommendations to the Village Board. We understand that there is a divorce occurring, but they may need to consider other options to settle that property.

If you believe you will be perusing the variance request, please let me as I would like to get our attorney and engineers opinions prepared now to save time.

Thank you.

Lynn M. Niggemann
Administrator-Clerk-Treasurer
Village of Colfax
P.O. Box 417
613 Main Street
Colfax, WI 54730-0417
P: 715-962-3311; C: 715-308-9986; F: 715-962-2221
ClerkTreasurer@villageofcolfaxwi.org
Population 1,191 as of January 1, 2022

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From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Sent: Friday, April 7, 2023 1:41 PM
To: 'Jeffrey Stockburger' <jeff@esellc.co>
Subject: RE: Preliminary CSM

Jeffrey,

I will be presenting your request to the Village Board for a preliminary discussion. Variance application is attached.

Lynn

From: Jeffrey Stockburger <jeff@esellc.co>
Sent: Tuesday, March 14, 2023 2:25 PM
To: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Cc: colfaxdpw@colfaxdpw.com
Subject: RE: Preliminary CSM

Lynn,

Can you please let me know what we need to do for submitting the CSM on University Avenue. The owners would like to get this survey resolved as soon as possible. What would the timeline be for submittal to the village? Would the variance process be handled at the same time as the CSM?

Thanks,

jeffrey c. stockburger, p.l.s.
survey manager

everyday surveying and engineering, llc

New Address:

711 S. Hillcrest Parkway

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co



From: Jeffrey Stockburger

Sent: Monday, March 6, 2023 4:36 PM

To: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>

Cc: colfaxdpw@colfaxdpw.com

Subject: RE: Preliminary CSM

Lynn,

This survey is needed for due to a divorce between the current owners of the property. There would be an easement drafted by their attorney over the current driveway and area between the buildings to address the access issue. Would your public works department have any information regarding the number of services being utilized for the two buildings? A utility easement/agreement would also be drafted for the water and sewer services by their attorney.

The lots as we have them divided will have 11,824 square feet and 14,306 square feet.

What is the variance process for the CSM and is there a fee for applying for a variance?

Thanks,

jeffrey c. stockburger, p.l.s.

survey manager

everyday surveying and engineering, llc

New Address:

711 S. Hillcrest Parkway

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co



From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>

Sent: Tuesday, February 21, 2023 4:35 PM

To: Jeffrey Stockburger <jeff@esellc.co>

Cc: colfaxdpw@colfaxdpw.com

Subject: RE: Preliminary CSM

Jeffrey,

I have attached the following:

- A List of things that need to be accomplished for a minor land division.
- The Subdivision Ordinance
 - Requires each lot to have street frontage.
- Zoning Ordinance for R-5 Lots
 - In order to meeting the ordinance requirements, you would need to have 200 linear feet in width to split and have two lots with 100 linear feet.
- CSM 4652 recorded 09/15/2020

Please review these items in confirm that a sub division would be fit into the Village of Colfax ordinances. I have identified a few items that currently would not meeting code. There are additional items that would need to be considered if you still decide to move forward with a request for sub division and those items include:

- The Water/Sewer – is there one line or two lines coming from the main?
 - Concerns with one line, who is responsible if there are two owners?
- Share Driveway
 - Easement would need to be drafted and some kind of guidelines as to maintenance.
- There would need to be a lot of variances requested and approved to make a minor sub division possible.

Rand Bates, the Public Works Director and I recall discussing that this would not be a very good layout for a division to occur.

Please review this information and let me know if you have further questions.

Lynn M. Niggemann

Administrator-Clerk-Treasurer

Village of Colfax

P.O. Box 417

613 Main Street

Colfax, WI 54730-0417

P: 715-962-3311; C: 715-308-9986; F: 715-962-2221

ClerkTreasurer@villageofcolfaxwi.org

Population 1,191 as of January 1, 2022

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From: Jeffrey Stockburger <jeff@esellc.co>

Sent: Tuesday, February 7, 2023 4:39 PM

To: ClerkTreasurer@villageofcolfaxwi.org

Subject: Preliminary CSM

Lynn,

I have a preliminary CSM that I am preparing for 1009 University Avenue to split the lot into two lots for the existing apartment buildings. Can you tell me when I would need to submit the preliminary CSM to get on the next Village Board Meeting agenda?

Thanks,

jeffrey c. stockburger, p.l.s.
survey manager

everyday surveying and engineering, llc

New Address:

711 S. Hillcrest Parkway

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co



Village of Colfax

Box 417 - Colfax, Wisconsin 54730 – Phone 715-962-3311

Jody Albricht, President
Lynn M. Niggemann, Administrator-Clerk-Treasurer

APPLICATION FOR VARIANCE FROM THE ZONING CODE

Date: 4-14-23

Name: Jeff Stockburger

Address: 711 S Hillcrest Parkway

Phone: 715-831-0654

PROPERTY OWNER IF DIFFERENT THAN ABOVE:

Russell Rentals, LLC, 6775 Hillview Road, Eau Claire, WI 54701

Location of property for which you are requesting a variance (attach Map):
1007 and 1009 University Ave, Colfax, WI

EXACT LEGAL DESCRIPTION OF PROPERTY:
Lot 1 CSM 4652 Volume 23 Page 92, Document Number 645567.

CURRENT ZONING: R-5

PROPOSED VARIANCE: Variance for proposed lot 1 not having road frontage. Lot 1 does not have 100 feet of road frontage.

PROPOSED USE OF PROPERTY (ATTACH SITE PLAN):

There are currently two multi-family buildings on one lot. The owners wish to split the lot to have each unit on its own lot to separate the
ownership.

NONREFUNDABLE FEE: \$25.00 + PUBLICATION FEE \$35 = \$60

RECEIPT # _____

TO VILLAGE BOARD: _____

TO ZONING BOARD OF APPEALS: _____

PUBLICATION DATES: _____



Applicant's Signature

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into effective as of _____, 2023, by and between **DUNN RENTALS, LLC**, a Wisconsin limited liability company and its successors and assigns (collectively, “Lot 2 Owner”) and **RUSSELL RENTALS, LLC**, a Wisconsin limited liability company and its successors and assigns (collectively, the “Lot 1 Owner”).

Recitals:

WHEREAS, Lot 2 Owner owns the following-described real property:

Lot 2 of Certified Survey Map No. ___ recorded in Volume ___ on Page ___ as Document Number _____, located in the Southeast Quarter of the Southeast Quarter, Section 9, Township 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin.

(“Lot 2”); and

WHEREAS, Lot 1 Owner owns the following-described real property:

Lot 1 of Certified Survey Map No. ___ recorded in Volume ___ on Page ___ as Document Number _____, located in the Southeast Quarter of the Southeast Quarter, Section 9, Township 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin.

(“Lot 1”); and

WHEREAS, Lot 2 Owner is willing to grant Lot 1 Owner an easement for ingress, egress, and utilities over certain portions of Lot 2 based upon the conditions and terms set forth in this Agreement;

NOW, THEREFORE:

In consideration of the foregoing recitals and the conditions and terms set forth below, the parties agree as follows:

1. Grants of Easements. Lot 1 Owner and Lot 2 Owner grant the following non-exclusive easements to one another:

A. Lot 2 to Lot 1 - Access. Lot 2 Owner grants Lot 1 Owner a non-exclusive easement for ingress and egress over the: (i) 14 foot ingress and egress easement so designated on Lot 2 and (ii) North 20.10 feet of Lot 2.

B. Lot 1 to Lot 2 - Access. Lot 1 Owner grants Lot 2 Owner a non-exclusive easement for ingress and egress over the South 20.10 feet of Lot 1.

The easements described in Sections 1.A. and 1.B. are collectively referred to as the "Access Easements".

C. Lot 2 to Lot 1. Lot 2 Owner grants an easement for the installation, replacement, repair, and maintenance of all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television, cable, or communication lines and systems (collectively, "Services") on and under Lot 2 in a strip of land so designated on Lot 2 consisting of the eastern 14.5 feet of Lot 2 extending gradually to a width of 29.22 feet of Lot 2 at the southern line of Lot 2. This easement is referred to as the "Utilities Easement".

Lot 1 Owner's use of Lot 2 shall not obstruct or interfere with Lot 2 Owner's reasonable use of Lot 2. Lot 2 Owner's use of Lot 1 shall not obstruct or interfere with Lot 1 Owner's reasonable use of Lot 1.

2. Permitted Users. The easements granted in this Agreement may be used by Lot 1 Owner and its tenants, agents, guests, employees, and invitees in common with Lot 2 Owner and its tenants, agents, guests, employees, and invitees.

3. Open, Unobstructed Access. Lot 2 Owner and Lot 1 Owner shall not place any shrubs, trees, structures or improvements on areas over which the easements set forth in this Agreement are granted which would impede, interfere, or obstruct free access for the purposes set forth in this Agreement.

4. Maintenance and Repairs.

A. Access Easements. Lot 2 Owner and Lot 1 Owner shall equally share the costs of maintaining the Access Easements in good repair. Repairs and maintenance shall be performed at such times and in such manner as are mutually agreeable to the parties. As a matter of course, the parties shall bring problems or potential problems to the attention of each other as soon as possible and discuss them. The parties shall attempt to resolve any dispute arising out of or relating to this Agreement promptly by good faith negotiation between the parties. If one or both parties determine that maintenance or repairs is necessary and the parties cannot agree on whether repairs are necessary, or concerning the extent, manner, or expense of the maintenance or repairs, one or both of the parties may seek mediation of the dispute with a recognized mediator located in Dunn County. The parties shall equally bear the fees and expenses of the mediation services. If one or both parties do not wish to mediate or are unhappy with the results of the mediation, then the dispute may be submitted, upon either party's request, to an independent, third-party construction contractor who regularly builds commercial properties in Dunn County to determine whether the requested repair or maintenance is needed. The costs for such third-party shall be paid equally by Lot 2 Owner and Lot 1 Owner and the determination by such third-party shall be binding on the parties hereto and judgment may be entered by any court with jurisdiction to enforce the decision.

B. Utilities Easement. Lot 1 Owner shall be permitted to undertake such actions in connection with the Services as necessary. If any work required in connection with the Services being provided to Lot 1 is the result of damage, destruction, or actions caused by Lot 2 Owner, its

agents, employees, tenants, or invitees, then, Lot 2 Owner shall pay all costs and expenses associated with such work. Lot 1 Owner and Lot 2 Owner shall equally share the costs associated with routinely maintaining the Services in good repair.

5. Damage. Each party agrees to exercise reasonable care in the use of the easements provided for herein. Any damage caused to the Access Easements or the Utilities Easement beyond normal wear and tear caused by a party or by his, her, or its tenants, guests or invitees shall be promptly repaired by that party at his, her, or its sole cost and expense. Any sums due by one party to the other as a result of such damage shall be paid upon demand by the owing party and any unpaid amounts shall accrue interest at the rate of 18% annually until paid in full.

6. Indemnification. The parties agree to indemnify and hold each other harmless from any claims for loss or damage associated with the use of the easements provided for herein and the rights granted herein.

7. Insurance.

A. Access Easements. Lot 1 Owner and Lot 2 Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming the other party and any other party designated by the other party as an additional insured (including the holder of any mortgage), to insure against injury to property, person, or loss of life arising out their respective use, occupancy, or maintenance of the Access Easements with limits of coverage that are at levels customarily maintained by businesses in the community in which Lot 1 and Lot 2 are located. For each year in which these easements are in effect, Lot 1 Owner and Lot 2 Owner shall provide the other and the other parties designated by each of them with a copy of the insurance policy endorsement showing that the other party and their designated third parties have been added as additional insureds.

B. Utilities Easements. Lot 1 Owner shall maintain in effect at all times during the term of this Agreement a policy of commercial general liability insurance naming Lot 2 Owner and any other party designated by Lot 2 Owner as an additional insured (including the holder of any mortgage), to insure against injury to property, person, or loss of life arising out Lot 1 Owner's respective use, occupancy, or maintenance of the Utilities Easements with limits of coverage that are at levels customarily maintained by businesses in the community in which Lot 1 and Lot 2 are located. For each year in which the Utilities Easements are in effect, Lot 1 Owner shall provide Lot 2 Owner and the other parties designated by Lot 2 Owner with a copy of the insurance policy endorsement showing that Lot 2 Owner and their designated third parties have been added as additional insureds.

C. Insurance Requirements. All policies required under this Agreement shall contain a supplemental endorsement covering contractual liability voluntarily assumed by the insured under this Agreement. Insurance required under this Agreement shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory to the other owner and any designated third parties (including the holder of any mortgage). No policy shall be cancelable or subject to reduction of coverage or modification except after 30 days' prior written notice to the additional insured(s). At least thirty (30) days prior to the expiration of any policy,

the owner shall furnish the other party and their designated third parties with renewals or binders of the policy(ies). Neither party shall do or permit anything to be done that will invalidate the insurance policy(ies) furnished by the other party. Each party may from time to time require that the policy limits of any or all such insurance be increased to reflect the effects of inflation and changes in normal commercial insurance products.

8. Covenants Run with the Land. This Agreement shall run with the land and shall be binding upon future owners of the parcels identified herein. The easements granted herein are easements appurtenant to the land and may not be transferred separately from or severed from title to the respective legal descriptions. The benefits of the easements granted under this Agreement shall not be extended to any properties other than Lot 1 and Lot 2 without the consent of both parties to this Agreement. The specific parties named as Lot 1 Owner and Lot 2 Owner and each of their respective successors and assigns as fee simple owners of Lot 1 and Lot 2, respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its fee simple interest in Lot 1 or Lot 2, respectively, except, however, for obligations that accrued during the party's period of ownership of title.

9. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent either party from later use of the easement rights to the fullest extent authorized in this Agreement.

10. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person(s) violating or attempting or threatening to violate any condition or term in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, from the non-prevailing party.

11. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Lot 1 Owner and Lot 2 Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Access Easements, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

12. Construction of Agreement. The provisions of this Agreement, together with those instruments contemplated by this Agreement, constitute the entire agreement between the parties with regard to the subject matter hereof and no amendment, modification or changes hereof shall be of any force and effect unless executed by each of the parties hereto in writing. The individuals signing this Agreement on behalf of their respective entity represent and warrant that they have the full and complete authority to bind their entity to the conditions and terms contained herein. If any portion of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that this shall not affect the other portions of this Agreement, which shall remain in full force and effect and any court of competent jurisdiction may modify the objectionable provision to make it valid, reasonable, and enforceable. The failure of any of the parties hereto to insist in one or more instances upon the performance of any other conditions or terms of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future

performance of any such condition or term, but the obligations of any party with respect thereto shall continue in full force and effect. The language used in this Agreement shall be deemed to be the language chosen by all parties to this Agreement to express their mutual intent, and no rule of strict construction against any party shall apply to any condition or term in this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The recitals set forth at the beginning of this Agreement are part of the substantive provisions of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth at the beginning of this document.

LOT 2 OWNER:
Dunn Rentals, LLC

LOT 1 OWNER:
Russell Rentals, LLC

By: _____
Heather Russell, Member

By: _____
James Russell, Member

STATE OF WISCONSIN)
) ss.
EAU CLAIRE COUNTY)

Personally came before me on _____, 2023 the above-named Heather Russell, Member of Dunn Rentals, LLC, a Wisconsin limited liability company, as the Lot 2 Owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____.

STATE OF WISCONSIN)
) ss.
EAU CLAIRE COUNTY)

Personally came before me on _____, 2023 the above-named James Russell, Member of Russell Renatls, LLC, a Wisconsin limited liability company, as the Lot 1 Owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____.

THIS DOCUMENT DRAFTED BY:
Attorney Heather M. Hunt
Nodolf Flory, LLP
526 Water Street
Eau Claire, WI 54703


DRAFT

CERTIFIED SURVEY MAP NO. _____
VOLUME _____ **PAGE** _____

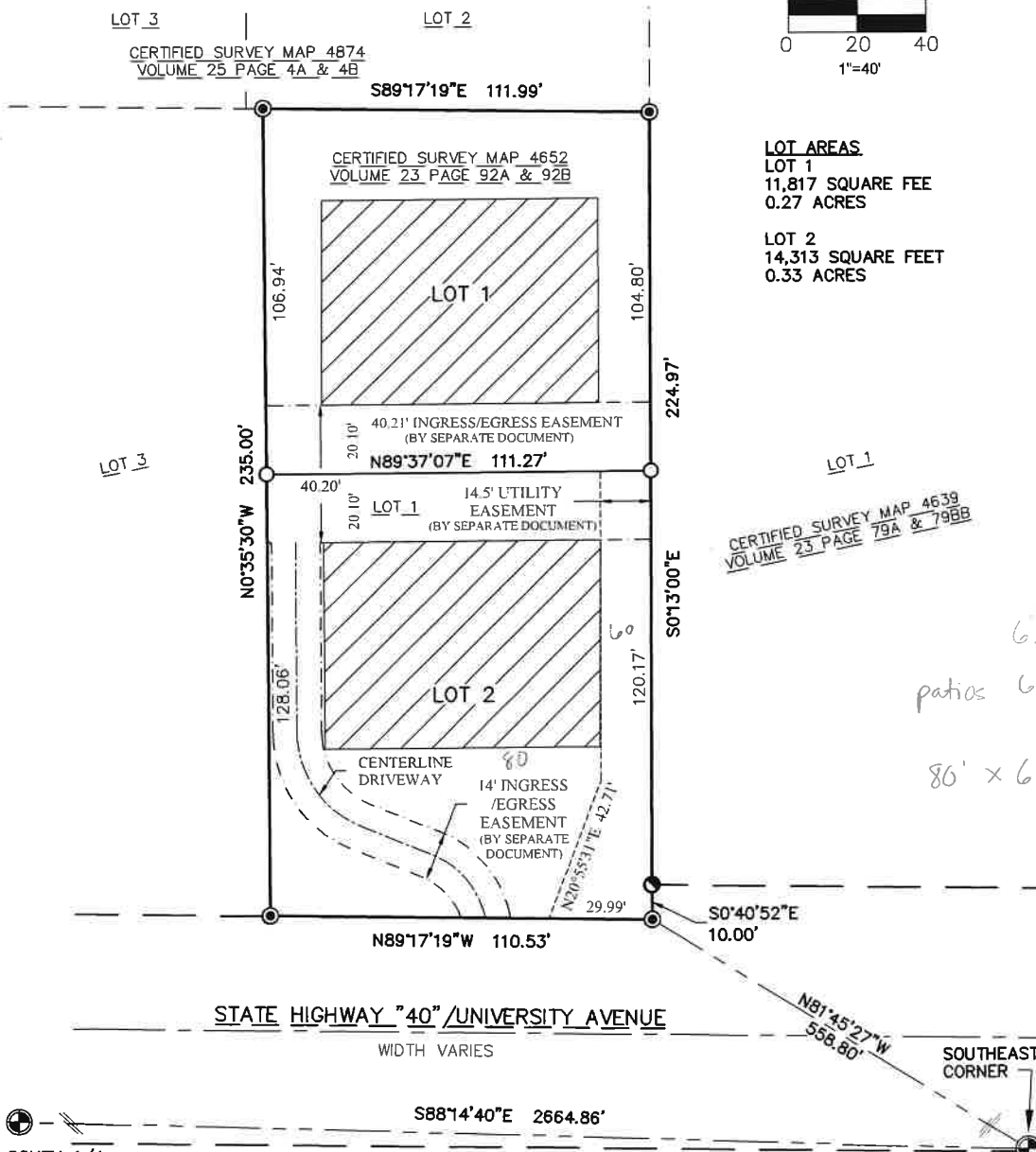
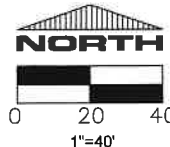
PRELIMINARY

Lot 1 of Certified Survey Map Number 4652 recorded in Volume 23 on Page 92A and 92B as Document Number 645567, located in the Southeast Quarter of the Southeast Quarter, Section 9, Township 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin.

LEGEND

- ⊕ FOUND RAILROAD SPIKE
- ⊙ FOUND 1" OUTSIDE DIAMETER IRON PIPE
- ⊙ FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
- ⊙ SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
-  BUILDING

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, WHICH IS ASSUMED TO BEAR S88°14'40"E.



LOT AREAS
LOT 1
 11,817 SQUARE FEET
 0.27 ACRES
LOT 2
 14,313 SQUARE FEET
 0.33 ACRES


CERTIFIED SURVEY MAP 4639
 VOLUME 23 PAGE 79A & 79BB

6x10' - 1
 patios 6x6' - 2
 80' x 60'

⊕ SOUTH 1/4 CORNER

Owner: Russell Rentals, LLC
 6775 Hillview Road
 Eau Claire, WI 54701
 SHEET 1 OF 2 SHEETS

Section corner ties have been verified.
 Fieldwork completion date: 2-13-23

EVERYDAY SURVEYING & ENGINEERING
 1111 L...
 715...


CERTIFIED SURVEY MAP NO. _____
VOLUME _____ **PAGE** _____

PRELIMINARY

Lot 1 of Certified Survey Map Number 4652 recorded in Volume 23 on Page 92A and 92B as Document Number 645567, located in the Southeast Quarter of the Southeast Quarter, Section 9, Township 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Jamie Russell, I have surveyed Lot 1 of Certified Survey Map Number 4652 recorded in Volume 23 on Page 92A and 92B as Document Number 645567, located in the Southeast Quarter of the Southeast Quarter, Section 9, Township 29 North, Range 11 West, Village of Colfax, Dunn County, Wisconsin. The parcel is more particularly described as follows:

Lot 1 of Certified Survey Map Number 4652 recorded in Volume 23 on Page 92A and 92B as Document Number 645567.

Said parcel contains 26,130 square feet or 0.60 total acres, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter AE-7, and the Town of Colfax Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this _____ day of _____, 2023.

Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
Project Number: 22051

VILLAGE OF COLFAX

I, hereby certify that this Certified Survey Map is approved by the Village Board of the Village of Colfax.

Dated this _____ day of _____, 2023.

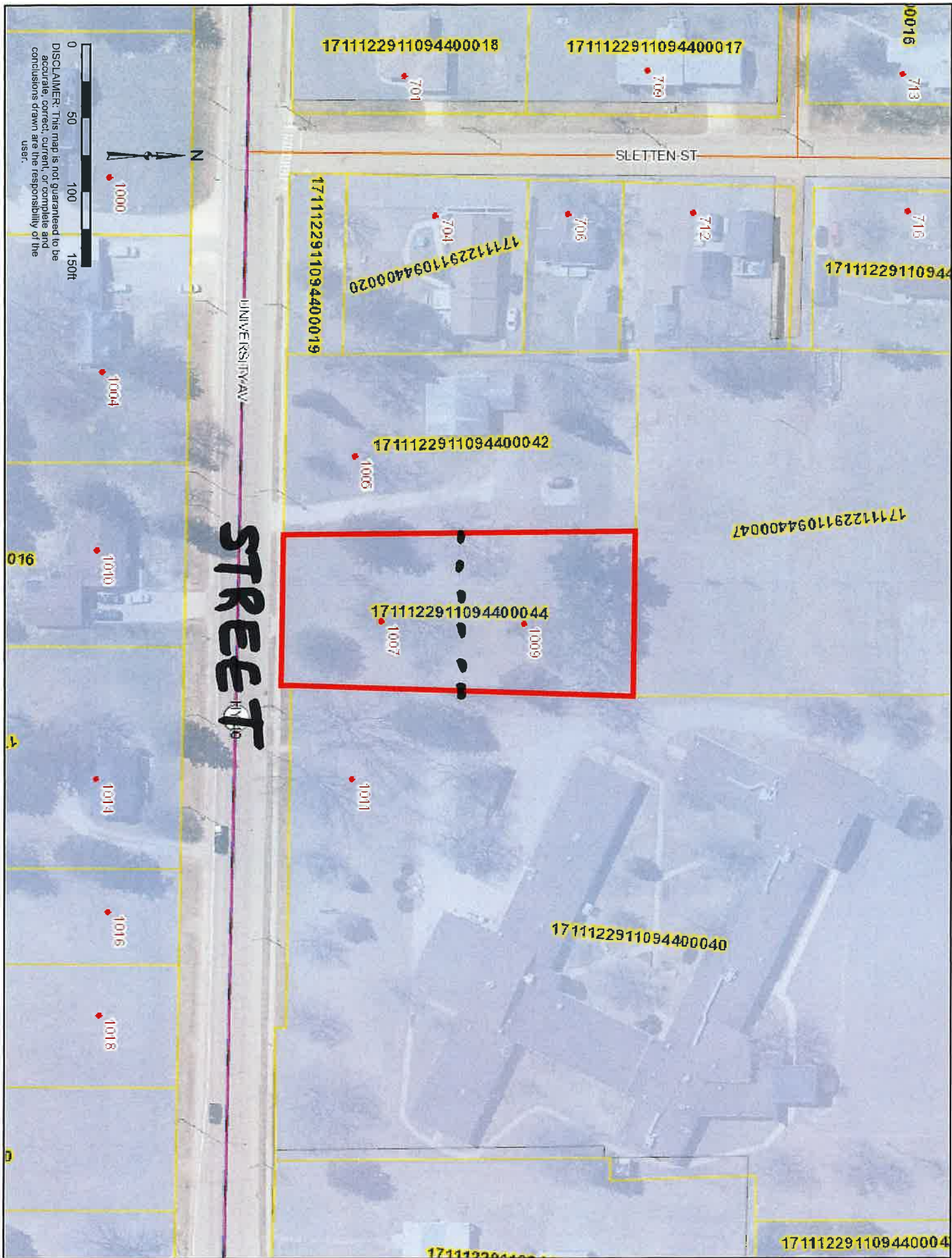
Jody Albright, Village President

Lynn Niggemann, Village Clerk

EVERYDAY SURVEYING & ENGINEERING

1117 E. 25th Street, Suite 100
Fond du Lac, WI 54601





DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

STREET

UNIVERSITY AV

SLETTEN ST

1711122911094400018

1711122911094400017

10016

1711122911094400019

1711122911094400020

1711122911094400042

1711122911094400047

1711122911094400044

1711122911094400040

171112291109440004



(https://dunnportal.co.dunn.wi.us/GCSWebPortal)

Dunn County, WI Web Portal

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2023	Real Estate	1711122911094400044	111 - VILLAGE OF COLFAX	1009 UNIVERSITY AVE	RUSSELL RENTALS, LLC 6775 HILLVIEW RD EAU CLAIRE WI 54701
Tax Year Legend: Ⓜ = owes prior year taxes ☒ = not assessed Ⓢ = not taxed Delinquent Current					

Property Summary

Parcel #:	1711122911094400044
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	9/22/2020
Historical Date:	
Acres:	0.600

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	1009 UNIVERSITY AVE COLFAX 54730
<input type="checkbox"/>	1007 UNIVERSITY AVE COLFAX 54730

Owners

Owners since Construction 2020 / 2021

Name	Status	Ownership Type	Interest
RUSSELL RENTALS, LLC	CURRENT OWNER		100
COUNTRIFIED INVESTMENTS LLC	FORMER OWNER		
MOSEL, ANTHONY H	FORMER OWNER		
SCHEFFLER, JAMES M	FORMER OWNER		
COLFAX HEALTH AND REHABILITATION CENTER, INC.	FORMER OWNER		
AREA NURSING HOME INC	FORMER OWNER		

Parent Parcels

Parcel Number ▲	Creation Date
1711122911094400041	8/3/2020

Child Parcels

No Child Parcels were found

NO Child Parcels were found

Workflow History and Messages

Tax Year	Last Updated	Type	Level
2021	9/22/2020 6:34:27 AM	REPRINT	LOW

Abbreviated Legal Description

(See recorded documents for a complete legal description)

PT. SE SE BEING PART OF LOT 2 CSM 4639 NOW KNOWN AS LOT 1 CSM 4652 VOLUME 23 PAGE 92 OF SURVEYS, RECORDED AS DOCUMENT NUMBER 645567

Public Land Survey - Property Descriptions

Primary	Section	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo	Bldg Type	#	Plat
<input type="checkbox"/>	09	29 N	11 W	SE	SE		1	LO T	2 5	HAMMERS MRS ANNA ADDITION TO COLFAX
<input type="checkbox"/>	09	29 N	11 W	SE	SE			LO T	2	CSM 4639
<input checked="" type="checkbox"/>	09	29 N	11 W	SE	SE			LO T	1	CSM 4652

District

Code ▲	Description	Category
0100	CHIPPEWA VALLEY TECH	TECHNICAL COLLEGE
	DUNN COUNTY	OTHER DISTRICT
	LOCAL	OTHER DISTRICT
	STATE OF WISCONSIN	OTHER DISTRICT
1176	SCH D COLFAX	REGULAR SCHOOL
	COLFAX FD	OTHER DISTRICT
	SINGLE FAM RESIDENTIAL	OTHER DISTRICT

Associated Properties

No Associated properties were found

Village of Colfax

Box 417 - Colfax, Wisconsin 54730 – Phone 715-962-3311
Fax 715-962-2221

Jeff Prince, President
Lynn Niggemann, Administrator-Clerk-Treasurer

TO:

DATE: June 5th, 2023

RE: Request for Variance from Zoning Code

Per Village ordinance we are required to notify you when a property owner within 100 feet of your property has requested a Zoning Hearing. Below is the explanation and hearing notice required and published May 31st, 2023 in the Colfax Messenger. If you have any questions, please don't hesitate to contact our office.

PUBLIC HEARING REQUEST FOR ZONING VARIANCE

Please take notice that the Village of Colfax Zoning Board of Appeals will hold a public hearing on June 12th, 2023 at 6 p.m. at the Village Hall, 613 Main St., Colfax, WI to consider a change in zoning ordinance for the following properties.

PROPERTY OWNER: Russell Rentals
PARCEL #17111-2-291109-440-0044, VILLAGE OF COLFAX
ADDRESS: 1007 University and 1009 University Avenue
LEGAL DESCRIPTION: SEC 09, T 29 N, R 11 W, SE¼ of SE¼ PLAT: 4652-CSM 4652
BLOCK/CONDO: LOT 1 PT. SE SE BEING PART OF LOT 2 CSM 4639 NOW KNOWN AS LOT 1

Variance request for 1007 & 1009 University Avenue, Colfax, WI, is to allow Lot 1 of the preliminary certified survey map number 4652 to NOT have any road frontage which would allow the parcel to be sub divided in the future.

Interested persons may attend the public hearing or written statements may be filed with the Village Clerk, P.O. Box 417, 613 Main, Colfax, WI 54730 until 12:00 pm June 12th, 2023.

Lynn Niggemann 
Village Administrator-Clerk-Treasurer

Published: May 31, 2023

List for the Public Hearing Notices-1007 & 1009 University Avenue

Property Owner	Property Location	Mail Address
Abraham Hendricks	1000 University Ave	same
Jeffrey Prince	1004 University Ave	same
Clinton Best	1010 University Ave	same
lylah Moring	1014 University Ave	same
Kari Marko	716 Sletton St	same
James Peterson	712 Sletton St	same
Alicia Young	706 Sletton St	same
CESA II Head Start	704 Sletton St	225 Ostermann Dr, Turtle Lake WI 54889
Nathaniel & Gabriella Brooks	1005 University Ave	same
Samm Investments	1011 University Avenue	8231 163rd St Chippewa Falls WI 54729
Lucas Ciszewski	1006 High St	E9424 690th Ave, Elk Mound WI 54739
Marshall Schaefer	1016 & 1018 University Ave	E9746 730th Ave, Elk Mound WI 54739

Notice of Public Hearing-Revised Date

Village of Colfax, Dunn County

Notice is hereby given that the Board of Zoning Appeals of the Village of Colfax, Dunn County, Wisconsin will hold a public hearing at **6:00 p.m.** during a scheduled meeting on **Monday June 12th, 2023** at the Colfax Village Hall, 613 Main Street, Colfax, WI, to take public comment on the following:

To review a variance request for 1007 & 1009 University Avenue, Colfax, WI, owned by Russell Rentals LLC. The variance request is to allow Lot 1 of the preliminary certified survey map number 4652 to not have any road frontage which would allow the parcel to be sub divided in the future.

It is suggested to view the site plan proposal at Village Hall, 613 Main Street, Colfax, WI.

Lynn M. Niggemann
Administrator-Clerk-Treasurer
Village of Colfax

- b) accessory buildings not exceeding an area of more than 30 percent of the required rear yard; and
 - c) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.
3. Requirements. In order to be considered a conforming lot or structure within an R-4 District, a lot or structure must:
- a) have a minimum lot size of 8,000 square feet and a minimum lot width of 90 feet;
 - b) have a front yard setback of 30 feet, a rear yard setback of 25 feet, and a side yard setback of 10 feet;
 - c) have a minimum living area of 1,800 square feet in the principal building;
 - d) not exceed a maximum principal building height of 35 feet; and
 - e) have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet, and not exceed a maximum accessory building height of 15 feet.
4. Conditional Uses. The following uses shall be considered conditional uses within an R-4 District:
- a) churches, public and parochial schools;
 - b) public parks and playgrounds; and
 - c) day care centers.

SEC. 13-1-29 R-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT

1. Purpose. The R-5 District is intended to provide appropriate areas for multi-family land uses only in urban areas served by public sewers. The District is also intended to provide rental housing in an area protected from traffic hazards.
2. Permitted Uses. The following uses are permitted within an R-5 District:
- a) multi-family dwellings;
 - b) uses customarily incidental to any of the above uses when located on the same lot and not involving the conduct of a business.
 - c) accessory buildings not exceeding an area of more than 30 percent of the required rear yard.
3. Requirements. In order to be considered a conforming lot or structure within an R-5 District, a lot or structure must:
- a) have a minimum lot size of 2,500 square feet per family unit up to and including four (4) families, and 2,250 square feet per family thereafter and a minimum lot width of 100 feet;
 - ✓ b) have a front yard setback of 30 feet, a rear yard setback of 25 feet, and a side yard setback of 15 feet;
 - ✓ c) not exceed a maximum principal building height of 45 feet; and
 - ~~✗~~ have an accessory building side yard setback of 3 feet, rear yard setback of 3 feet, and not exceed a maximum accessory building height of 20 feet.
4. Conditional Uses. The following uses shall be considered conditional uses within an R-5 District:
- a) charitable institutions, rest homes or nursing homes, private non-profit clubs and lodges;
 - b) mobile home parks in accordance with mobile home requirements;
 - c) churches; and
 - d) public parks and playgrounds;

- (31) Replat. The process of changing, or a map or plat which changes, the boundaries of a recorded subdivision plat or part thereof. The legal dividing of a large block, lot or outlot within a recorded subdivision plat without changing exterior boundaries of said block, lot or outlot is not a replat.
- (32) Shorelands. Those lands within the following distances: one thousand (1,000) feet from the high-water elevation of navigable lakes, ponds and flowages or three hundred (300) feet from the high-water elevation of navigable streams or to the landward side of the floodplain, whichever is greater.
- (33) Subdivider. Any person, firm or corporation, or any agent thereof, dividing or proposing to divide land resulting in a subdivision, minor subdivision or replat.
- (34) Subdivision. The division of a lot, outlot, parcel, or tract of land by the owner thereof or his agent for the purpose of transfer of ownership or building development where the act of division creates five (5) or more parcels or building sites of one and one-half (1-1/2) acres or less in area, or where the act of division creates five (5) or more parcels or building sites by successive division within a period of five (5) years, whether done by the original owner or a successor owner.
- (35) Wetlands. Those lands which are partially or wholly covered by marshland flora and generally covered with shallow standing water or lands which are wet and spongy due to high-water table.
- (36) Wisconsin Administrative Code. The rules of administrative agencies having rule-making authority in Wisconsin, published in a loose-leaf, continual revision system, as directed by Section 35.93 and Chapter 227 of the Wisconsin Statutes, including subsequent amendments to those rules.

SEC. 14-1-3 GENERAL PROVISIONS.

- (a) **Compliance.** No person shall divide any land located within the jurisdictional limits of these regulations which results in a subdivision, land division or a replat as defined herein; no such subdivision, land division or replat shall be entitled to record; and no street shall be laid out or improvements made to land without compliance with all requirements of this Chapter and the following:
 - (1) The provisions of Ch. 236 and Sec. 80.08, Wis. Stats.
 - (2) The rules of the Division of Health contained in Wis. Adm. Code for Subdivisions H 85 not served by public sewer.
 - (3) The rules of the Division of Highways, Wisconsin Department of Transportation contained in Wis. Adm. Code for Subdivisions Hy 33, which abut a state trunk highway or connecting street.
 - (4) The rules of the Wisconsin Department of Natural Resources contained in Wis. Adm. Code for Floodplain Management Program.
 - (5) Comprehensive plans or components of such plans prepared by state, regional, county or municipal agencies duly adopted by the Village Board.
 - (6) All applicable local and county regulations, including zoning, sanitary, building and official mapping ordinances.
- (b) **Jurisdiction.** Jurisdiction of these regulations shall include all lands within the corporate limits of the Village of Colfax as well as the unincorporated area within one and one-half (1-1/2) miles of the corporate limits as provided in Sec. 236.10 and 62.32, Wis. Stats. The provisions of this Chapter, as they apply to divisions of tracts of land into less than five (5) parcels, shall not apply to:
 - (1) Transfers of interests in land by will or pursuant to court order;

- (2) Leases for a term not to exceed ten (10) years, mortgages or easements;
- (3) The sale or exchange of parcels of land between owners of adjoining property if additional lots are not thereby created and the lots resulting are not reduced below the minimum sizes required by this Chapter or other applicable laws or ordinances.
- (c) **Certified Survey.** Any division of land other than a subdivision as defined in Sec. 236.02(8), Wis. Stats., shall be surveyed and a certified survey map prepared as provided in Sec. 236.34, Wis. Stats.
- (d) **Permits.** No building permit shall be issued by the Village authorizing the building on or improvement of any parcel of land not on record as of the effective date of this Chapter until the provisions and requirements of this Chapter have been met.

SEC. 14-1-4 PROCEDURE FOR SUBMITTING SUBDIVISIONS.

- (a) **Preliminary Meetings.** Before filing a preliminary plat, or certified survey, the subdivider is encouraged to consult with the Village Board for advice regarding general subdivision requirements. The subdivider shall also submit a location map showing the relationship of the proposed subdivision to traffic arteries and existing community facilities. This consultation is neither formal nor mandatory but is intended to inform the subdivider of the purpose and objectives of these regulations, the comprehensive plan, comprehensive plan components and duly adopted plan implementation devices of the Village and to otherwise assist the subdivider in planning his development. In so doing, both the subdivider and planning agency may reach mutual conclusions regarding the general program and objectives of the proposed development and its possible effects on the neighborhood and community. The subdivider will gain a better understanding of the subsequent required procedures.
- (b) **Preliminary Plat Review Within the Village.**
 - (1) **Submission.** Before submitting a Final Plat for approval, the subdivider shall prepare a Preliminary Plat and a letter of application. The Preliminary Plat shall be prepared in accordance with this Chapter, and the subdivider shall file an adequate number of copies of the Plat and the application as required by this Section with the Village Clerk-Treasurer at least ten (10) days prior to the meeting of the Village Board at which action is desired. The Village Clerk-Treasurer shall submit a copy of the preliminary plat to the Village Engineer for review and written report of their recommendations and reactions to the proposed plat.
 - (2) **Public Improvements, Plans and Specifications.** Simultaneously with the filing of the preliminary plat of map, the owner shall file with the Village Clerk-Treasurer five (5) complete sets of preliminary plans and specifications for the construction of any public improvements required by this Chapter.
 - (3) **Property Owners Association.** The Village Board may require submission of a draft of the legal instruments and rules for proposed property owners associations when the subdivider proposes that common property within a subdivision would be either owned or maintained by such an organization of property owners.
 - (4) **Affidavit.** The surveyor preparing the preliminary plat shall certify on the face of the plat that it is a correct representation of all existing land divisions and features and that he has fully complied with the provisions of this Chapter.

- Level Datum and the monumentation of the bench marks clearly and completely described. Where, in the judgment of the Village Board, undue hardship would result because of the remoteness of the parcel from a mean sea level reference elevation, another datum may be used.
- (10) High-Water Elevation of all ponds, streams, lakes, flowages and wetlands within the exterior boundaries of the plat or located within one hundred (100) feet therefrom.
 - (11) Water Elevation of all ponds, streams, lakes, flowages and wetlands within the exterior boundaries of the plat or located within one hundred (100) feet therefrom at the date of the survey.
 - (12) Floodland and Shoreland Boundaries and the contour line lying a vertical distance of two (2) feet above the elevation of the one hundred (100) year recurrence interval flood or, where such data is not available, two (2) feet above the elevation of the maximum flood of record within the exterior boundaries of the plat or within one hundred (100) feet therefrom.
 - (13) Soil Types and their boundaries, as shown on the operational soil survey maps prepared by the U.S. Department of Agriculture, Soil Conservation Service.
 - (14) Location and Results of Percolation Tests within the exterior boundaries of the plat conducted in accordance with Section H 85.06 of the Wisconsin Administrative Code where the subdivision will not be served by public sanitary sewer service.
 - (15) Location, Width and Names of all proposed streets and public rights-of-way such as alleys and easements.
 - (16) Approximate Dimensions of All Lots together with proposed lot and block numbers.
 - (17) Location and Approximate Dimensions of any sites to be reserved or dedicated for parks, playgrounds, drainageways or other public use or which are to be used for group housing, shopping centers, church sites or other nonpublic uses not requiring lotting.
 - (18) Approximate Radii of all Curves.
 - (19) Any Proposed Lake and Stream Access with a small drawing clearly indicating the location of the proposed subdivision in relation to access.
 - (20) Any Proposed Lake and Stream improvement or relocation, and notice of application for approval by the Division of Environmental Protection, Department of Natural Resources, when applicable.
 - (21) Where the Village Board finds that it requires additional information relative to a particular problem presented by a proposed development in order to review the preliminary plat, it shall have the authority to request in writing such information from the subdivider.
- (c) **Submission.** The subdivider may consult with the Village Board regarding the requirements for minor subdivisional certified surveys before submission of the final map. Following consultation, a copy of the final map in the form of a certified survey map shall be submitted to the Village.
- (d) **Proposed Layout.** The Village Board may require a proposed subdivision layout of all or part of the contiguously owned land even though division is not planned at the time.
- (e) **Requirements.** To the extent reasonably practicable, the certified survey/minor subdivision plat shall comply with the provisions of this Chapter relating to general requirements, design standards and required improvements. Conveyance by metes and bounds shall be prohibited where the lot(s) involved is less than one and one-half (1-1/2) acres or three hundred (300) feet in width.

Sec. 14-1-5 (Subdivision Reg)

- as to provide two (2) tiers of lots, unless it adjoins a railroad, major thoroughfare, river or park where it may have a single tier of lots.
- (b) **Pedestrian Pathways.** Pedestrian pathways, not less than twelve (12) feet wide, may be required by the Village Board through the center of a block more than nine hundred (900) feet long, where deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation and other community facilities.
 - (c) **Trees.** The Village Board may require that certain species of trees be planted on both sides of all streets. Street trees when planted shall not be less than sixty (60) feet apart with a minimum of one (1) per lot. They should preferably be placed six (6) to twenty (20) feet inside the property line rather than in the boulevard. The minimum size and type to be planted shall conform to the provisions of applicable ordinances.

SEC. 14-1-10 DESIGN STANDARDS – LOTS.

- (a) Size, shape and orientation of lots shall be appropriate for the location of topography of the subdivision and for the type of development contemplated, provided that no lot shall be smaller in area than the minimum lot size for the appropriate zone as established by the Zoning Code.
- (b) Lot dimensions and setbacks shall conform to the requirements of the Zoning Code for the appropriate district in which the property is located.
- (c) Depth and width of properties reserved or laid out for commercial or industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated, as required by the Zoning Code.
- (d) Residential lots fronting on major streets and highways shall be platted with extra depth or design or alleviate the effect of major street traffic on residential occupancy.
- (e) Corner lots for residential use shall have extra width to permit building setback from both streets, as required by the Zoning Code.
- (f) Every lot shall abut or face a public street. Lots outside the corporate limits may abut or face a private street, if permitted by the Village Board.
- (g) Side lot lines shall be substantially at right angles to or radial to abutting street lines.
- (h) In case a tract is divided into parcels of more than one and one-half (1-1/2) acres in areas, such parcels shall be so arranged to permit redividing into parcels in accordance with this Chapter and with the Zoning Code.
- * (i) Double frontage and reversed frontage lots shall be avoided except where necessary to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation.
- (j) In the subdividing of any land, regard shall be shown for all natural features, such as tree growth, water courses, historic spots or similar conditions which, if preserved, will add attractiveness and stability to the proposed development.
- (k) All remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, or a plan shown as to future use rather than allowed to remain as unusable parcels.
- (l) In the case where a proposed plat is adjacent to a limited access highway, other major highway or thoroughfare, there shall be no direct vehicular access from individual lots to such streets and roads. In the platting of small tracts of land fronting on limited access highways or thoroughfares where there is no other alternative, a temporary entrance may be granted; as neighboring land becomes

- b. Stop work orders may be retracted when compliance with the Chapter is obtained. The Village Engineer, Village Board, Building Inspector or their designee has the authority to retract a stop work order for Major Land Disturbing activities; the Building Inspector, Village Engineer and their designees, may retract stop work orders on Minor Land Disturbing activities.
- (2) Revocation of Permit. Where a stop work order has been issued in order to obtain compliance with a Control Plan, the Village may revoke the Permit if the permittee does not cease the illegal activity or obtain compliance with the Control Plan or Permit conditions within five (5) days from issuance of the Stop Work Order.
 - (3) Village to Perform Work. Five (5) days after posting a stop work order, the Village may issue a notice of intent to the permittee or landowner or land user of the Village's intent to perform work necessary to comply with this Chapter. Upon receipt of permission from the landowner or pursuant to a court order, the Village Engineer and/or other designated Village officials or agents, as determined by the Village Board, may go on the land and commence the work. The costs of the work performed by the Village, plus interest, shall be billed to the permittee or the landowner or may be recovered out of any security posted for such purpose. In the event a permittee or landowner otherwise fails to pay the amount due, the Village Clerk-Treasurer shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Sec. 66.60, Wis. Stats.
 - (4) Injunction and Other Judicial Remedies. Compliance with the provisions of this Chapter may also be obtained by the Village Board authorizing the Village Attorney to commence appropriate action to enjoin violations, compel compliance, or pursue other appropriate judicial relief.
 - (5) Private Remedies Preserved. These enforcement provisions are not intended in any way to restrict or limit the rights of private parties to pursue whatever private legal remedies they may have available as a result of any erosion, sediment or water runoff.
- (c) **Penalties.** Any person violating any provision of this Chapter shall be subject to a forfeiture as provided in Section 1-1-6. Each day a violation exists shall constitute a separate offense. Before commencing a forfeiture action, the Village shall issue a written warning to the person believed to be violating the Chapter, granting the person two (2) business days in which to remedy the violation and avoid the commencement of a forfeiture action.

SEC. 15-2-11 APPEALS; VARIANCES.

- (a) **Appeal or Variance Requests.**
- (1) By Applicant or Permittee. Any aggrieved applicant, permittee or land user may appeal any order, decision, determination or inaction of the Village in administering or enforcing this Chapter, or may apply for a variance from the requirements of this Chapter. A Twenty-five Dollar (\$25.00) filing fee must accompany the appeal or variance request. Appeal or variance requests must be submitted in writing, state the grounds for the appeal or variance request, and be filed with the Village Clerk-Treasurer. Publication and other associated costs will be in addition to this fee and paid by the applicant.

- (2) Appeal By Citizens.
- a. An appeal of any order, decision, determination or inaction of the Village in administering or enforcing this Chapter may be commenced upon the filing of a petition signed by twenty-five (25) adult residents of the Village and payment of a Fifty Dollar (\$50.00) fee to cover the cost of the appeal.
 - b. The appeal must be filed with the Village Clerk-Treasurer and shall state written grounds for the appeal. A copy of any citizen appeal shall be delivered or mailed to the applicant or permittee by the Village Clerk-Treasurer within five (5) business days of its filing with the Village. The filing of a citizen appeal, by itself, does not prohibit the commencement or continuation of any work or activity.
- (3) Appeal Deadline. Appeals by applicants, permittees or citizens must be filed within forty-five (45) days of the order, decision, determination or inaction being appealed.
- (4) Multiple Appeals Prohibited. Once an appeal has been filed on a matter, no other appeal on the same order, decision, determination or inaction will be allowed. The Board of Appeals shall consolidate appeals wherever possible to avoid a multiplicity of appeal proceedings and to hasten the final resolution of a matter. The Board of Appeals may allow additional parties to join a pending appeal where appropriate and where such addition will not delay the proceedings.
- (b) **Authority.**
- (1) Authority to Grant Variances. The Board of Appeals shall decide all variance requests in accordance with the provisions of this Code of Ordinances. The Board of Appeals shall only grant such variances from the terms of this Chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this Chapter is impracticable or otherwise unreasonable or demonstrated to be unnecessary. Such variances may be granted only when the Board of Appeals has been presented with satisfactory proof that the variance will achieve compliance results comparable to those set forth in this Chapter.
 - (2) Appeals. The Board of Appeals shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by Village officials in administering this Chapter. The Board of Appeals shall use the rules, procedures, duties and powers authorized by Village ordinance and statute for the Board of Appeals in hearing and deciding appeals and authorizing variances. The Board of Appeals shall hear and decide within thirty (30) days of receipt of the written request and payment of the appeal fee, unless an extension is agreed upon by the Appellant and Board of Appeals. The procedures utilized by the Board of Appeals shall be as prescribed in the Village Zoning Code.
- (c) **Enforcement Not Stayed.** The filing of an appeal or variance does not preclude the Village from commencing or continuing any of the enforcement actions set forth herein or a forfeiture proceeding set forth in this Chapter unless the Village Board specifically agrees to stay such enforcements.

Engineer Response

Lynn Niggemann

From: Shambeau, Gareth <ShambeauG@ayresassociates.com>
Sent: Tuesday, May 30, 2023 1:15 PM
To: Lynn Niggemann; 'Anders Helquist'; 'Weber Inspections'
Cc: colfaxdpw@colfaxdpw.com
Subject: RE: Preliminary CSM

Hey Lynn,

I would echo the concerns it looks like were already addressed with no R/W frontage for drive and utility access. I understand this can be addressed by easements, but would still encourage the Village follow their ordinance requirement for R/W frontage and not grant a variance for the precedent this creates. Happy to answer any further questions, but sounds like you are all over this one.

Thank you,

Gareth Shambeau, PE | Manager - Municipal Services

Ayres Associates Inc

Office: 715.834.3161 | Direct: 715.831.7616 | Cell: 715.977.1723
ShambeauG@AyresAssociates.com
www.AyresAssociates.com

From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Sent: Tuesday, May 16, 2023 3:45 PM
To: 'Anders Helquist' <AHelquist@weldriley.com>; 'Weber Inspections' <FredWeberinspections@outlook.com>; Shambeau, Gareth <ShambeauG@AyresAssociates.com>
Cc: colfaxdpw@colfaxdpw.com
Subject: FW: Preliminary CSM

Good afternoon,

The Village of Colfax is looking to schedule a meeting for June 12th at 6 pm which will be a public hearing to review a request for a sub division of parcel, 1711122911094400044 addressed 1007 and 1009 University Ave., Colfax WI. The current owner Russell Rentals LLC, 6775 Hillview Rd., Eau Claire WI 54701 – Looks like James C Russell is the agent of Russell Rentals.

The Village of Colfax correspondences have been through Jeff Stockburger, with Everyday Surveying & Engineering.

Some background:

When the units were constructing, there was inquiry regarding splitting or subdividing the lots. There was no formal meeting regarding that other than the building permit of the current structures. At the time of construction, it was identified that the layout of the lot with two structures would not be ideal for many reasons. In the emails below you will see me mentioning points of concern from the Village standpoint. After a preliminary Board meeting to just give the Board a heads up, the Board agreed with Niggemann and Bates regarding he concerns and genuinely feel that the appropriate decision would be for the owners to either sell the property or one should buy the other out due to the personal issues that have developed causing the divorce.

With that being said, Mr. Stockburger has submitted via email:

- Preliminary sub division CSM
- Easement Agreement to address the utility concerns



From: Jeffrey Stockburger
Sent: Friday, April 14, 2023 4:19 PM
To: 'Lynn Niggemann' <clerktreasurer@villageofcolfaxwi.org>
Subject: RE: Preliminary CSM

Lynn,

Attached is a preliminary CSM, draft copy of the access and utility easements, and an application for the variances. We can mail out the fee for the variance on Monday.

Can you please let me know what the date of the meeting is this will be heard.

Let me know if you need any other information or have any questions.

Thanks,

jeffrey c. stockburger, p.l.s.
survey manager

everyday surveying and engineering, llc

New Address:

711 S. Hillcrest Parkway

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co



From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>
Sent: Tuesday, April 11, 2023 8:00 AM
To: Jeffrey Stockburger <jeff@esellc.co>
Subject: RE: Preliminary CSM

Jeffrey,

I took your request without the actual CSM to the Board to get their initial thoughts. They were not in favor of subdividing that lot. There are too many issues that could occur that could cause issues in the future with all the easements and the utilities. You are more than welcome to request the variances and provide draft documents to be taking before the committee that makes recommendations to the Village Board. We understand that there is a divorce occurring, but they may need to consider other options to settle that property.

If you believe you will be perusing the variance request, please let me as I would like to get our attorney and engineers opinions prepared now to save time.

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co



From: Jeffrey Stockburger

Sent: Monday, March 6, 2023 4:36 PM

To: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>

Cc: colfaxdpw@colfaxdpw.com

Subject: RE: Preliminary CSM

Lynn,

This survey is needed for due to a divorce between the current owners of the property. There would be an easement drafted by their attorney over the current driveway and area between the buildings to address the access issue. Would your public works department have any information regarding the number of services being utilized for the two buildings? A utility easement/agreement would also be drafted for the water and sewer services by their attorney.

The lots as we have them divided will have 11,824 square feet and 14,306 square feet.

What is the variance process for the CSM and is there a fee for applying for a variance?

Thanks,

jeffrey c. stockburger, p.l.s.
survey manager

everyday surveying and engineering, llc

New Address:

711 S. Hillcrest Parkway

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co



From: Lynn Niggemann <clerktreasurer@villageofcolfaxwi.org>

Sent: Tuesday, February 21, 2023 4:35 PM

To: Jeffrey Stockburger <jeff@esellc.co>

Cc: colfaxdpw@colfaxdpw.com

Subject: RE: Preliminary CSM

Jeffrey,

Thanks,

jeffrey c. stockburger, p.l.s.
survey manager

everyday surveying and engineering, llc

New Address:

711 S. Hillcrest Parkway

Altoona, WI 54720

tel: 715.831.0654

jeff@esellc.co

www.esellc.co





Street Frontage – University Ave facing north



Due to the tight fit, they have installed a mirror to help with visibility between the two units



Street Frontage – facing west



Mirror



Driveway – facing east



Space between the buildings facing west



Along the back unit west side



The northeast corner marker



North side of lot facing south



Southeast corner looking northwest



Northeast side of the lot facing southwest