Village of Mukwonago REGULAR PLAN COMMISSION MEETING

Notice of Meeting and Agenda *Tuesday, January 8, 2019*

Time: 6:00 p.m.

Place: Mukwonago Municipal Building/Board Room, 440 River Crest Court

- 1. Call to Order
- 2. Roll Call
- 3. Approval of minutes for the December 11, 2018 regular meeting
- 4. Old Business
 - A. Consider recommendation to Village Board regarding amendment to Historic Preservation Commission Standards of Chapter (100) of the Municipal Code
 - B. Consider Recommendation to the Village Board to approve the sale of property to super Products, LLC, 130 Boxhorn Dr; part of #A477300003

5. New Business

Discussion and Possible Action on the Following Items

- A. Recommendation to the Village Board for the 1st Phase of Chapman Farms Pinal Plat of Subdivision on behalf of Bielinski Homes, Inc.; MUKV 1957-997-012
- B. Recommendation to the Village Board for the Ralph Hibbard Extraterritorial Certified Survey Map (Heaven City Development Corporation) in the Town of Vernon; VNT 2090-997-002
- C. Recommendation to the Village Board for Instrument Development Corporation, Site Plan and Architectural Review Approval for 810 and 820 Swan Dr to Construct an Industrial Addition; MUKV 1970-987 and MUKV 1970-998-007
- D. Recommendation to the Village Board for C & H Wolf Run, LLC, Site Plan and Architectural Review Approval for Southwest Corner of STH 83 and Wolf Run to Construct a Retail Store for Verizon; MUKV 2015-997-006

6. Adjournment

It is possible that members of, and possibly a quorum of, members of other 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. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Clerk's Office, 440 River Crest Court, (262) 363-6420, Option 4.

LAW OFFICES OF

HIPPENMEYER, REILLY, BLUM Schmitzer, Fabian & English, S.C.

MARK G. BLUM THOMAS G. SCHMITZER LORI J. FABIAN RONALD E. ENGLISH III 720 CLINTON STREET P. O. BOX 766 WAUKESHA, WISCONSIN 53187-0766 TELEPHONE: (262) 549-8181 FACSIMILE: (262) 549-8191 www.hrblawfirm.com

RICHARD S. HIPPENMEYER (1911–1979)

> WILLIAM F. REILLY (1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

December 14, 2018

Via Email (<u>choward@villageofmukwonago.com</u>) Ms. Cindy Howard Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149 Via Email (lgourdoux@villageofmukwonago.com) Ms. Linda Gourdoux Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149

Re: Historic Preservation Ordinance

Ladies:

Enclosed is a memo that I have prepared as a result of my appearance at the Plan Commission Meeting on December 11, 2018. My understanding is that the issue of the Historic Preservation Commission and the consideration of next steps for that body will be taken up at the next Plan Commission Meeting, which is scheduled for January 8, 2019 at 6:00 p.m. This memo should be included in the packet, along with the materials that were included for the December 11, 2018 meeting.

Please advise if there are questions or concerns.

Sincerely,

HIPPENMEYER, REILLY, BLUM, SCHMITZER, FABIAN & ENGLISH, S.C.

Mark G. Blum, Village Attorney

MGB/rm Enc.

Cc: Mr. John Weidl Mr. Bruce Kaniewski Ms. Judy Taubert

MEMORANDUM

TO:	Mukwonago Village Plan Commission
FROM:	Village Attorney Mark G. Blum
SUBJECT:	Plan Commission Meeting of December 11, 2018 Regarding the Historic Preservation Ordinance
DATE:	December 13, 2018

The purpose of this memo is to follow-up on the Plan Commission Meeting of December 11, 2018, which included a discussion regarding the Village's current Historic Preservation Ordinance. It is my understanding this matter has been deferred to your January 8, 2019 meeting which commences at 6:00 p.m. At that time, the Commission will make decisions regarding a recommendation to the Village Board regarding changes to be proposed to the existing Historic Preservation Ordinance.

As I mentioned during the course of the meeting, I would recommend, at the very least, that the Village look at amending Sections 100-305 and 100-306 of the Village Code to modify the language regarding the composition of the Historic Preservation Commission and also to deal with the changes that have occurred to Wisconsin law that need to be reflected in the Village's Ordinance.

Over and above this, I believe the Village next needs to decide whether it wishes to continue to have a design sensitivity area. If it does, then there really should be a plan for that area so when applications are received, the Village has a structure within which to respond to them. I believe mention was made of the fact that a line item has been included in the 2019 Budget for the development of such a plan. However, this would assume that the Village is still desirous of continuing with such a Preservation District.

If it is decided not to prepare the Historic Preservation Plan, then my recommendation would be to consider removing the language regarding the design sensitivity area from the Village Code. Instead, just to have your Historic Preservation standards be applied to those specific structures which have been designated by the Historic Preservation Commission as historically significant structures.

I heard several members of the Commission expressing concerns about the impact of the Historic Preservation standards on development, and that is certainly one of the threshold questions that needs to be decided in determining how historically significant properties are dealt with in the future. Having a Historic District does foster a sense of historic and architectural consistency within the district area, thus avoiding more modern examples of architecture and preserving existing structures that are architecturally significant.

In the event the Village decides it no longer wishes to have a Design Sensitivity Area or Historic Preservation District, more significant changes will need to be made to the Code. If that is the direction that is given, then I would need to work with Bruce on developing that language.

The other issue I heard was that the Historic Preservation Commission has essentially become the Plan Commission. That is not consistent with State laws which anticipates that there would be an independent historic preservation body that would be separate and apart from the normal Plan Commission. Whatever is done, I do not believe that we can continue with having the Plan Commission serve as the Historic Preservation Commission. I am aware of concerns over the length of time that it took in the past to have matters work through the Historic District, I am not sure there is much we can do to avoid this. Although, I think the Historic Preservation Commission decisions could stand on their own and not be referred to the Plan Commission. The Plan Commission would simply note in its approvals that the applicant would need to obtain the approval of other bodies with jurisdiction over their application, which would include the Historic Preservation Commission.

Please advise if there are further questions.

Respectfully submitted,

Chulton

Mark G. Blum

MGB/rm

MEMORANDUM

TO:Members of the Village of Mukwonago Plan CommissionFROM:Village Attorney Mark G. BlumSUBJECT:Vacant Land Offer to Purchase from Super ProductsDATE:December 14, 2018

Dear Commission Members:

It is my understanding that a question arose at your December 11th meeting regarding the issue of the approval of the sale of the parcel in the Tri County Business Park to Super Products. A request was made that you receive a copy of the Offer to Purchase as part of your consideration of this issue.

At this point, the Offer has been approved subject to final approval as to form by Staff, and that is in the process of occurring. While we believe that the Offer is substantially its final form, I want to make you aware that it is still subject to some revision. As you requested, a copy of the Offer is enclosed.

With that background, I want to provide you with some information as to why this issue was brought before you in the first instance. Wisconsin Statute §62.23(5) provides that the governing body shall refer to the Plan Commission for its consideration and report before final action is taken a variety of matters, including the sale of property. The issue there is that in light of your Comprehensive Plan, the sale of public lands can impact the planning work you do and therefore, the question is whether the Commission believes a sale of this property is appropriate from a planning perspective. The specific terms of the transaction, however, are within the purview of the Village Board and therefore, the economics of the matter are not something the Commission is being asked to weigh in on. For this reason, we did not provide a copy of the Offer with your packet at your December 11th meeting.

As I indicated earlier, the threshold question from your standpoint is whether the sale of this property would adversely impact the planning and development of the Village as you have undertaken that process.

I hope that this information has been responsive to your inquiry. Should you need further information, please do not hesitate to contact me.

Respectfully submitted.

Mark G. Blum

MGB/jb Enc.

Cc: Mr. John Weidl Mr. Bruce Kaniewski Approved by the Wisconsin Department of Regulation and Licensing 03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

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5	OCCUPANCY) Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
6	Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy Property shall be
6	1 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
6	with Buyer's consent. Occupancy shall be given subject to tenant's righter if any
6	BROPERTY CONDITION DEPRESENTATIONS Solies represents to Runor that an of the date of exceptions Online to
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67	and services of the service of the s
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80	
70	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT
70	CLOSING This transaction is to be closed no later than See Addendum A
71	at the place selected by Seller, unless otherwise agreed by the Parties in writing.
14	CLOSING PRORATIONS. The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74	assessments, fuel and none
75	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
76	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77	Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
78	X. The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79	taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80	APPLIES IF NO BOX IS CHECKED)
81	Current assessment times current mill rate (current means as of the date of closing)
82	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83	year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
84	
85	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
86	substantially different than the amount used for proration especially in transactions involving new construction
87	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor
88	regarding possible tax changes.
89	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90	the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92	re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93	and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.
94	LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing. Seller shall assign Seller's rights
95	under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96	(written) (oral) STRIKE ONE lease(s), if any, are none
97	Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525
98	GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, within days of acceptance of this Offer, a list of all
99	federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions
100	or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101	preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102	penalties fees withdrawal obstrang or payback obligation plan or comparable programs), along with disclosure of any
104	deemed satisfied unless Buyer delivers to Seller within seven (7) days of Buyers Astual Descript of said list and its
105	the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the upon the upon the sector and disclosure, or
106	requirements, and/or amount of any penalty, fee, charge, or payback obligation
107	CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs.
108	as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller
109	incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The
444	Parties agree this provision survives closing.
112	This designation will continue after closing. Buyer is actived as fallows The Standard Forest Law (MFL).
113	encourages sustainable forestry on private woodlands by reducing and deferring means that
114	managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MEL and and and any the
115	new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Possivison
116	and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules
117	The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
116	an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
120	local DNR forester or visit http://www.dor.state.willing
	ison out the case of visit TRPTA www.clil.state.wi.us.

Page 3 of 10, WB-13

121 FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes. 122

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and 123 occupied for farming or grazing purposes. 124 125

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a 126 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization 128

Section or visit http://www.revenue.wi.gov/. 129

FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a 130 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection 132 133

Division of Agricultural Resource Management or visit <u>http://www.datcp.state.wi.us/</u> for more information. CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department 134 135

of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of 136 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more 137 information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/. 138 139

SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land 140 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum 141 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface 142 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must 143 conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. 144 145

Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any. 146

BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or 147

Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change 148

in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties. 149

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of 150 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 151 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, 152 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later 153 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed

such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. 155

Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, 156

relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on 157

such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall 158 159 be held in trust for the sole purpose of restoring the Property.

160

DEFINITIONS

ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 161

162 written notice physically in the Party's possession, regardless of the method of delivery. 163

CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are 164 defined to include: 165

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property. 166
- b. Government agency or court order requiring repair, alteration or correction of any existing condition. 167 168
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations. 169
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program. 171 172
- 173 f.
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) 174 (where one or both of the properties is used and occupied for farming or grazing). 175
- Material violations of environmental rules or other rules or agreements regulating the use of the Property. 176
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property. 177 i.

Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, 178 including, but not limited to, gasoline and heating oil. 179 j.

- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 |. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the 184 Property.

185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-186

service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned 187 according to applicable regulations.

(Definitions Continued on page 5) 188

189	IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.
190	FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
191	[INSERT LOAN PROGRAM OR SOURCE] first mortgage
192	loan commitment as described below, within days of acceptance of this Offer. The financing selected shall be in an
193	amount of not less than \$ for a term of not less than years, amortized over not less than years.
194	Initial monthly payments of principal and interest shall not exceed \$ Monthly payments may
195	also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197	fee in an amount not to exceed% of the loan. If the purchase price under this Offer is modified, the financed amount,
198	unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199	monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
200	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.
201	FIXED RATE FINANCING: The annual rate of interest shall not exceed%.
202	ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed %. The initial interest
203	rate shall be fixed for months, at which time the interest rate may be increased not more than % per
204	year. The maximum interest rate during the mortgage term shall not exceed %. Monthly payments of principal
205	and interest may be adjusted to reflect interest changes.
206	If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207	526-534 or in an addendum attached per line 525.
208	BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209	mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210	in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211	later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212	Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213	commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214	accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215	unacceptability.
216	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217	the Ioan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219	ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.
220	SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this
221	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222	
223	Entrancing Unavailable on the terms stated in this Offer (and Buyer has not already
	celivered an acceptable-loan commitment-for other-financing to Seller), Buyer shall promptly deliver written notice to Seller of
000	same including copies of tender(s) rejection letter(s) or other evidence of unavailability. Unless a opecific toan course is
	named in this Offer, Solier shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
220	transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
220	extended accordingly. It before notice to not timely given, the Offer shall be null and void. Buyer authorizes Seller to obtain
220	THE THIS OFFER IS NOT CONTINCENT ON FINANCING WITH 7 1
324	in anticident of Runaria funda aball accurate Calles within 7 days of acceptance, a financial institution or third party
222	in control of buyer of buyer of the line of verification in a feature with reasonable written verification that Buyer has at the time of verification,
222	summer runes to close. If our written verification is not provided. Seller has the right to terminate this Offer by delivering
224	whitch holde to Buyer. Buyer may of may not obtain-mortgage tinanoing but does not need the protection of a financing
225	ontingency. Journey agrees to anot autom buyer o appraiser access to the Property for purposes of an appraisal. Buyer understands
226	and agreed that and one-to not subject to the appraisal meeting any particular value, unless this Offer is subject to an
227	Approver commissionly, the access the right of access for an approved conclitute a financing contingency.
238	at Buyer's expense by a Misconcip licensed or certified independent expension and the Property appraised
230	as buyers expense by a wisconsin licensed or centiled independent appraiser who issues an appraisal report dated
240	subsequent to the date of this Oriel indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed extinged uplace. During within
241	Seller a copy of the appraisal report which indicates that the appraisad unless Buyer, within days of acceptance, delivers to
~~ ' 242	nurchase price, accompanied by a written police of terminetien

²⁴² purchase price, accompanied by a written notice of termination.

243 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether

244 deadlines provide adequate time for performance.

DEFINITIONS CONTINUED FROM PAGE 3 245

- 246 Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not n. 247 closed/abandoned according to applicable regulations.
- 248 Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface Ο. 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
- or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government 250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing 251 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 ρ. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program. 255
- Lack of legal vehicular access to the Property from public roads. 256 σ.
- 257 Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, ۲. 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements. 259
- Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to 260 S. 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the 263 **u**. 264 Property, or proposed or pending special assessments.
- Burial sites, archeological artifacts, mineral rights, orchards or endangered species. 265 ν.
- Flooding, standing water, drainage problems or other water problems on or affecting the Property. 266 W.
- Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides. 267 х.
- Significant odor, noise, water intrusion or other irritants emanating from neighboring property. 268 V.
- Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial 269 Z. 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of 272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence. 273
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. 280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under 281 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours 284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as 285 286
- closing, expire at midnight of that day. 287 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
- significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would 288 significantly shorten or adversely affect the expected normal life of the premises. 289
- FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be 290 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
- 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited

to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and 293 docks/piers on permanent foundations. 294

295 CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

296 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, 297 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and 298 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or 299 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

Property Address: Part of #VM00008 - see Addendum A,

Page 6 of 10, WB-13

306	PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:
307	
308	
309	[insert proposed use and type and size of building, if applicable, e.g. three bedroom single family home]. The optional
310	provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within days of acceptance, delivers
317	written holice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312	acrees to cooperate with Buyer so necessary to patiefy the centinger give sharked at lines 214, 250
314	Agrees to cooperate with Duyer as necessary to satisfy the contingencies checked at lines 314-350.
315	STRIKE ONE ("Buver's" if neither is stricken) expense, verification that the Property is zoned
316	and that the Property's zoning allows the Buyer's proposed use described at lines 306-308
317	SUBSOILS: This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) (STRIKE ONE) ("Buyer's if neither
318	is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319	would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320	development.
321	PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY; This Offer is contingent
322	upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323	a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324	be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
323	Property as stated on lines 305-308. The POWTS (septic system) allowed by the written evidence must be one of
327	ALL THAT APPLY : Conventional in ground: C mound: C at groups in ground we are detailed at lines 306-308 [CHECK]
328	other:
329	EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining at (Buyer's) (Seller's) STRIKE
330	ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331	affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332	significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
333	APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334	neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335	granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
330	proposed use:
338	UTIL ITIES: This Offer is contingent upon Duver obtaining at (Buverle) (Callede) OTOU/C ONE UD and B /C
339	is stricken) expense, written verification of the following utility connections at the listed locations (or a conthe Departure)
340	the lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE] [] electricity
341	gas; sewer : [] water
342	□ telephone; □ cable ; □ other
343	ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
344	("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345	roads.
346	LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
347	neither is stricken) expense, a li rezoning; li conditional use permit; li license; li variance; li building permit; li
340	virition notice to Soller if the item connect he obtained all within the item connect he obtained all within
350	use described at lines 306-308
351	MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Sollar
352	providing" if neither is stricken) a Man of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353	registered land surveyor, within days of acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken)
354	expense. The map shall show minimum of acres, maximum of acres, the legal description of the
355	Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements.
356	if any, and:
357	[STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358	staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
328	Tootage; easements or rights-of-way. CAUTION: Consider the cost and the need for map features before selecting them.
361	Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied
362	delivers to Seller a conv of the map and a written notice which identificant (1) the circliferent exercises which identificant (1) the circliferent exercises which identificant (1) the circliferent exercises which it is the circliferent exercises which exercises and exercises which is the circliferent exercises which exercises and exercises which is the circliferent exercises which exercises and exercises which exercises and exercises which exercises and exercises
	assivere to bolish a sopy of the map and a million nucleument (1) the significant encroachment; (2) information
363	materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage 365 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of 366 rounding, formulas used or other reasons, unless verified by survey or other means. 367 368

CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage 369 information if material to Buyer's decision to purchase. 370

EARNEST MONEY

371 HELD BY: Unices otherwise agreed, carnest money shall be paid to and hold in the trust account of the listing broker

(Buyer's agent if Property is not listed or Seller's assount if no broker is involved), until applied to the purchase price or 373 272 otherwise disburged as provided in the Offer-

CAUTION: Should persons other than a broker hold earnest money, an escrew agreement should be drafted by the 374

Partics or an attorney. If someone other than Buyer makes payment of earnest money, consider a special 275 270 disbursement agreement.

277 DISBURSEMENT: If negotiations do not result in an accepted offer, the carnest money shall be promptly disburged (after 278

elearance from payor's depository institution if carnest money is paid by check) to the person(s) who paid the carnest money. 270

At closing, earnest money shall be disbursed according to the closing statement. If this Offer-does not close, the earnest 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said

384 disburgement agreement has not been delivered to broker within 60 days after the date set for slosing, broker may disburge

the carnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 383

(2) into a court hearing a lawouit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) 383

any other disburgement required or allowed by law. Broker may rotain legal services to direct disburgement per (1) or to file an 294

interpleader action per (2) and broker may deduct from the carneot money any costs and reasonable atterneys fees, not to 395 222 exceed \$250, prior to disbursement.

EEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in 287

relation to this Offer. Buyer's or Seller's legal right to carnest money cannot be determined by broker. At least 30 days prior to 388

disburcoment per (1) or (4) above, broker shall cond Buyer and Soller notice of the disburcoment by certified mail. If Buyer or 200 300

Seller disagree with broker's proposed disburgement, a laweuit may be filed to obtain a court order regarding disburgement.

Small Claime Court has jurisdiction over all carnest money disputes arising out of the sale of residential property with 1-4 201 202

dwelling units and sertain other carnest money disputes. Buyer and Seller should consider consulting attorneys regarding their 303

legal rights under this Offer in case of a dispute. Both Partice agree to hold the broker harmless from any liability for good faith 304

disbursement of carnest money in accordance with this Offer or applicable Department of Regulation and Licensing 205 regulations concerning carnest money. See Wis. Admin. Code Ch. RL-18.

396

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers 401

researching comparable sales, market conditions and listings, upon inquiry.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons 402 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830. 404

Property Address: Part of #VM00008 - see Addendum A,

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40	S L] SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
401	of written notice to Buyer that this Offer is primary. Unless otherwise provided. Seller is not obligated to give Buyer notice prior
407	to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers
408	Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409	that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days after acceptance of this Offer All
410	other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary
411	TIME IS OF THE ESSENCE
412	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413	Offer except: none
414	If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415	contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416	date or Deadline is allowed before a breach occurs
417	TITLE EVIDENCE
418	CONVEYANCE OF TITLE. Upon payment of the purchase price. Seller shall convey the Dreports buyers and deal
419	for trustee's deed if Seller is a trust personal representative's deed if Seller is an extent of other converted of the personal representative's deed if Seller is a set of the converted of the set of t
420	provided herein) free and clear of all lights and ensumbrances, except municipal and marine and clear of all lights and ensumbrances.
421	entered under them, recorded essembnts for the distribution of utility and numbers and zoning ordinances and agreements
422	restrictions and covenants, present uses of the Brenerty in violation of utility and municipal services, recorded building and use
423	in this Offer, general taxes levied in the vers of cleation and paper
424	in this offer, general taxes levied in the year of closing and none
425	
420	
420	
421	which constitutes merchantable tille for purposes of this transaction. Seller shall complete and execute the documents
420	necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
429	THEE EVIDENCE: Seller chall give evidence of title in the form of an owner's policy of title incurance in the amount of the
440	purchase price on a current ALTA form issued by an incurer-licensed to write title insurance in Wisconsin. Seller chall pay all
441	coote of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's londer.
433	CAP ENDORSEMENT: Seller chall provide a "gap" endorcement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE
433	ONE ("Seller o" if neither stricken) cost-to-provide coverage for any liens or encumbrances first filed or recorded after the
434	effective date of the title incurance commitment and before the deed is recorded, subject to the title incurance policy
435	exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436	ecverage is not available. Buyer may give written notice that title is not acceptable for closing (see lines 442 449).
437	E PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
439	incurance commitment is delivered to Buyer's attorney or Buyer not more than days after acceptance (#15" if left black)
439	showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merebentable per
440	lines 418 427, subject only to liens which will be paid out of the proceeds of classing and standard title insurance requirements
441	and exceptions, as appropriate.
442	I TITLE NOT ACCEPTABLE FOR CLOSING: If title is not opportable for eleging Buyer shall patify Saller in writing of
443	objections to title within days ("15" if left blank) after delivery of the title commitment to Ruyer or Ruyer's atterney in
444	such event. Seller shall have a reasonable time, but not exceeding.
445	notice stating title chiestions to deliver paties to Buyer stating College election to remain blanky norm buyer o delivery of the
448	elesine. In the event that Seller is unable to remeve and abjections. Putter may deliver to Caller while the time cet for
447	chipelions, and the time for closing shall be extended accordingly if Duyer does activities the still of the
449	written notice of termination and this Offer shall be null and used used to divertille used to be a state of termination and this offer shall be null and used used to the state of termination and this offer shall be null and used to the state of termination of termination and the state of termination and the state of termination and the state of termination of termination and the state of termination of termination and the state of termination of termi
440	extinguish Sellor's obligations to give merchantable title to Purior
450	
451	Offer shall be paid by Seller palater they also an All all all and the state of the
450	CALIFICATION Consider the later than electric and electric special assessments shall be paid by Buyer.
452	CAUTION: Consider a special agreement if area assessments, property owners association assessments, special
454	one-time charges or ongoing use fees for public impreventer father than are contemplated. "Other expenses" are
455	relating to curb, gutter, street, sidewalk, municipal water, canitary and atoms under and its pecial assessments)
456	sewer mains and hook-up/connection and interceptor charges) parks street lighting and storm sewer (including all
457	fees for other public facilities, as defined in Wis, Stat, & 66,0617(1)(h)
458	ADDITIONAL PROVISIONS/CONTINGENCIES
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NB Lincoln -

Page 9 of 10, WB-13

465 DEFAULT) Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and 466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the 467 defaulting party to liability for damages or other legal remedies.

- 468 If <u>Buyer defaults</u>, Selier may:
- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for 471 actual damages.

472 If Seller defaults, Buver may:

473 (1) sue for specific performance; or

474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the

477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of

479 law those disputes covered by the arbitration agreement.

480 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD
481 READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS
482 OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL
483 RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE
484 CONSULTED IF LEGAL ADVICE IS NEEDED.

485 ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and 487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 [INSPECTIONS AND TESTING] Buyer may only conduct inspections or tests if specific contingencies are included as a part of 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,

491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building

492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, 493 testers and appraisers reasonable access to the Property upon advance potico if perspectors and appraisers

testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the

⁴⁹⁷ test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other ⁴⁹⁸ material terms of the contingency.

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed

500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.

501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported 502 to the Wisconsin Department of Natural Resources. Property Address: Part of #VM00008 - see Addendum A, ,

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203	INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504	is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505	Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506	an inspection of
507	(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508	inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509	written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513
510	Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.
511	CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512	well as any follow-up inspection(s).
513	This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of the written
514	inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects)
515	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
516	For the purposes of this contingency. Defects (see lines 287-289) do not include conditions the nature and extent of which the
517	Buyer had actual knowledge or written notice before signing this Offer.
518	■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519	Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520	Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects. (2) curing the Defects in a good and
521	workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and (1)
523	Seller does not have a right to cure or (2) Seller has a right to cure but; (a) Seller delivers written notice that Seller will not cure
524	or (b) Seller does not timely deliver the written notice of election to cure.
525	X ADDENDA: The attached Addendum A is/are made part of this Offer
526	ADDITIONAL PROVISIONS/CONTINGENCIES
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NB Lincoln -

ADDENDUM A

This Addendum A ("Agreement" or "Addendum") is made a part of the Vacant Land Offer to Purchase dated November 21, 2018 ("Offer" which together with the Agreement or Addendum may be referred to as the "Offer to Purchase") on behalf of NB Lincoln or assigns ("Buyer") to purchase from the Village of Mukwonago ("Seller") the parcel of land consisting of not less than 14 acres of land located within the TIF #5 Industrial Park at STH 83 which is a part of parcel no. VM 00008, as further set forth on the attached Exhibit A (the "Property"). The date of Seller's acceptance of this Offer to Purchase shall be the "Effective Date".

- 1. <u>Purchase Price</u>. The Purchase Price shall be One Dollar (\$1.00).
- 2. <u>Earnest Money</u>. There shall be no Earnest Money required.

3. <u>Letter of Credit</u>. The Seller's obligation to close shall be contingent upon the execution of a Developer Guaranty Agreement in the form attached hereto as Exhibit B.

4. <u>Buyer's Conditions Precedent</u>. Buyer's obligation to conclude the purchase of the Property is expressly conditioned and contingent upon the following, any one or all of which may be satisfied or waived by Buyer in its reasonable discretion, by giving written notice to Seller on or before December 21, 2018 (the "Due Diligence Period"). The conditions stated below, which are in addition to any other conditions set forth in the Offer which are not otherwise addressed by this Addendum, are inserted for Buyer's benefit and unless satisfied or waived by Buyer in writing prior to the expiration of the Due Diligence Period, this Offer to Purchase shall be deemed terminated, and except as set forth in this Offer, neither party shall have further obligations under this Offer to Purchase. At any time from and after the Effective Date through the date of Closing, Buyer and its agents and contractors, upon at least twenty-four (24) hours advance notice shall have the right to enter the Property during normal business hours and to obtain such information and documents from Seller, to investigate the condition of title to the Property, the physical condition of the Property, the zoning of the Property, as Buyer deems appropriate. Buyer's conditions precedent are ("Conditions Precedent"):

- (a) <u>General Review</u>. Buyer reviewing and approving, in Buyer's reasonable discretion, all Seller Documents (as hereinafter defined) and the results of any tests or reports that Buyer deems necessary or appropriate to obtain, at Buyer's sole expense, concerning the physical or other condition of the Property.
- (b) <u>Survey</u>. Buyer obtaining, at Buyer's sole expense, an ALTA survey map, with such Table A items as Buyer requires to remove all survey exception(s), at no additional cost, from the title policy required to be delivered hereunder, which survey shall show the Property to be in all respects in a condition satisfactory to Buyer, in Buyer's sole discretion.
- (c) <u>Environmental Matters</u>. Buyer's receipt, review and written approval, at Buyer's sole discretion, of a written report, including but not limited to, Phase I and /or Phase II Reports from one or more consultants obtained at Buyer's expense, certifying that (i) the soils, groundwater and surface waters on, in or under the Property do not contain any pollutants, contaminants or hazardous substances (as such terms are defined under any applicable federal, state or local law, rule, regulation, ordinance or order), or other environment or health-

threatening materials, including, without limitation, petroleum products, asbestos (whether friable or not), radon, lead and polychlorinated biphenyls (whether contained or not); (ii) no underground or above ground storage tanks (collectively "USTs") are present on or under the Property, and any USTs which may be been present at any time in the past did not leak and were removed and disposed of in compliance with all laws, rules and regulations of any governmental authority then or now in effect; and (iii) no wetlands, floodplains or conservancies are present on the Property.

- (d) <u>Property Inspection</u>. Buyer, at Buyer's sole expense, conducting a satisfactory inspection of the Property (including any soil and other testing if deemed necessary by Buyer, in Buyer's reasonable discretion), in Buyer's reasonable discretion. Buyer agrees to repair any and all damages caused to the Property and to indemnify, defend and hold Seller harmless from any and all losses, costs and damages to persons or the Property as a result of Buyer's inspection and/or testing as set forth above and shall promptly return the Property to the original condition as it existed as of the Effective Date.
- (e) <u>Financing</u>. Buyer, at Buyer's expense, obtaining financing on terms no less favorable than the following: a first mortgage on the Property in an amount not less than \$10,000,000.00, with an interest rate lock of 5.25% and with a 5-year fixed-term amortized over not less than 25 years.
- (f) <u>Construction Contract</u>. Buyer, at Buyer's expense, negotiating a construction contract with terms acceptable to Buyer, in Buyer's sole discretion, for the construction of Buyer's intended development for Buyer's Intended Use (as hereinafter defined).
- (g) <u>Development Approvals</u>. Buyer, at Buyer's sole expense, having secured issuance of such permits, consents, licenses, or approvals (including but not limited to rezoning, occupancy permits, certified survey maps, and special use and/or conditional use permits) from the Village of Mukwonago, Wisconsin Department of Natural Resources and any other governmental or quasi-governmental authorities having jurisdiction over the Property to permit the Buyer to construct an approximately 170,000 square foot building as a build-to-suit industrial facility consisting of office and manufacturing space ("Buyer's Intended Use"). Seller agrees to work with Buyer as to the review of any necessary development applications; however approval of this Offer to Purchase does not necessarily mean that there will be approval of the Buyer's development application.

In the event that Buyer fails to satisfy or waive the Conditions Precedent prior to the expiration of the Due Diligence Period, this Offer to Purchase shall be deemed terminated, and except as set forth in this Offer to Purchase, neither party shall have further obligations under this Agreement.

- 5. ____<u>Seller's Obligations.</u>
 - (a) From and after the date hereof, and up to and including closing, Seller agrees to provide Buyer's inspectors, engineers, surveyors, and agents access to the Property so Buyer may perform inspections, tests and/or studies contemplated by this Offer to Purchase. All such inspections and tests shall be carried on without unreasonable interference with the use of the Property by anyone then in possession. Additionally, Seller hereby agrees to cooperate with

Buyer in Buyer's attempts to fulfill Buyer's conditions set forth above, provided the same shall be without expense to Seller.

- (b) Seller shall furnish and deliver to Buyer for examination, within five (5) days after acceptance of this Offer to Purchase by Seller, to the extent such items are in Seller's possession or under Seller's control, copies of the following, which Seller hereby certifies will be true, accurate, and complete as of the date furnished: all reports, surveys, maps, plans, specifications, civil engineering drawings depicting any improvements made to or for the benefit of the Property, soil tests, warranties, environmental audits, reports, studies, agreements, or other similar documentation relating to or affecting the Property (collectively, "Seller Documents"). Buyer reserves the right to request additional documents from Seller at any time prior to Closing. Seller shall provide said additional documents within five (5) days of written request by Buyer.
- (c) Within forty-five (45) days after acceptance, Seller shall, at Seller's sole cost and expense, subdivide the land via certified survey map such that the Property is created as a separate parcel of real estate containing at least fourteen (14) acres.
- (d) Within forty-five (45) days after acceptance, Seller shall, at Seller's sole cost and expense, complete any zoning or re-zoning, as may be necessary, such that the Property is zoned M-4.

Title Insurance. Buyer shall obtain, at Buyer's expense, an owner's Title Insurance 6. Commitment, including GAP coverage required therein ("Title Commitment") from First American Title Insurance Company ("Title Company"). The Title Commitment shall be merchantable, subject only to liens which will be paid out of the proceeds of closing. The Title Commitment shall provide for the deletion of all standard exceptions and other matters not expressly permitted hereunder upon satisfaction of any requirements set forth in the Title Commitment. Buyer shall have through the Due Diligence Period to examine the same. If such Title Commitment divulges any liens or encumbrances on the Property and/or exceptions any of which are unacceptable to Buyer, Buyer may give Seller written notice of such objections on or before the Due Diligence Deadline (the "Buyer's Title Notice"). If Seller is unable or unwilling to remove such objections (specifically excluding the Monetary Exceptions (as hereinafter defined) which shall be removed by Seller) within five (5) days from the date Seller receives Buyer's Title Notice, Seller shall deliver written notice to Buyer stating the same, and Buyer shall elect, within five (5) days after receipt of such Seller notice, either to (i) waive such title and survey objections and proceed to Closing, or (ii) terminate this Agreement, in which case the Earnest Money shall be immediately refunded to Buyer, and neither party shall have further obligations under this Agreement, except for those obligations herein otherwise specifically identified to survive termination and/or Closing. Notwithstanding the above, Seller shall remove all monetary liens on the Title Commitment ("Monetary Exceptions") Buyer shall not be required to object to same. Seller shall not further encumber title to the Property prior to Closing without Buyer's written consent. Furthermore, the following shall be provided at the close of this transaction:

- (a) A "marked-up" Title Commitment for Title Insurance effective at Closing showing Buyer's title to be in the condition required hereby;
- (b) GAP endorsement;
- (c) Seller to provide all lien waivers and any evidence or documents required by the Title Company to remove the necessary exceptions and encumbrances;
- (d) A Seller executed Owner's Affidavit and Broker's Affidavit in the form required by the Title Company;

7. <u>Original Documents</u>. The parties agree that any photocopy or carbon copy of any document and/or any document transmitted by fax machine or via PDF attachment to electronic mail shall be treated as an original document. Any documents containing a photocopy, carbon copy and/or fax copy of the signature or initials of any party shall have the same legal binding effect of a document containing the original signature or initials of such party.

8. <u>Prorations and Adjustments</u>.

- (a) <u>Taxes/Assessments</u>. Seller shall promptly pay when due all real property taxes on the Property for all years prior to the year of Closing. Real property taxes levied in the year of Closing shall be prorated at Closing based on 100% of the 2018 real estate taxes. Seller shall pay at Closing the full amount of all special assessments levied against the Property prior to the date of Closing.
- (b) <u>Liens and Encumbrances</u>. The amount of any mortgage, lien or other monetary encumbrance then affecting the Property shall be paid in full by Seller at Closing.
- (c) <u>Closing Costs</u>. Buyer shall pay the premium for the title policy; all real estate transfer taxes; and all recording costs. Each party shall pay for its own attorneys' fees.
- (d) <u>Settlement Statement</u>. At the Closing, Seller and Buyer shall execute a closing settlement statement to reflect Purchase Price, credits, prorations and adjustments contemplated by or provided for in this Agreement.

9. <u>Closing</u>. Closing shall take place at the location designated by Buyer on January 15, 2019 ("Closing"). Buyer may elect to close sooner upon fourteen (14) days' advance written notice to Seller of same.

10. <u>Time</u>. Time is of the essence as to all matters contained in this Offer to Purchase.

11. <u>Authority</u>. Seller and Buyer represent and warrant to each other that the individual signing this Offer to Purchase and Addendum on behalf of Seller and Buyer are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.

12. <u>Conflict</u>. In the event that there is a conflict between the provisions of this Addendum and the Offer, the terms of this Addendum shall control.

13. <u>Binding Effect</u>. This Addendum is binding upon all of the parties, their successors and assigns.

14. <u>Entire Agreement</u>. The Offer and this Addendum set forth all of the covenants, premises, agreements, conditions and understandings between Seller and Buyer concerning the purchase of the Property and there are no others, either oral or written, between them, except as contained in the Offer to Purchase. No modification, waiver or amendment of the Offer to Purchase or this Addendum or any of its conditions or provisions, shall be binding upon the Seller or Buyer unless in writing, signed by both parties or a duly authorized agent of both parties to be charged.

15. <u>Assignment</u>. The Offer to Purchase may be assigned by Buyer.

16. <u>Counterparts</u>. The Offer to Purchase and this Addendum may be executed in any number of counterparts and each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such executed counterpart.

17. <u>Governing Law</u>. The Offer to Purchase and this Addendum shall be construed and enforced in accordance with the laws of and in the courts of the State of Wisconsin. Both Seller and Buyer irrevocably agree to and consent to the subject matter jurisdiction and personal jurisdiction of the courts of Waukesha County in the State of Wisconsin.

18. <u>Brokers</u>. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that neither has dealt with any broker, agent, finder or other intermediary in connection with this sale and purchase. Seller agrees to indemnify, defend and hold Buyer harmless from and against the claims of any and all brokers or intermediaries claiming a commission in connection with this sale. Buyer agrees to indemnify, defend and hold Seller harmless from and against any broker's claim arising from any breach by Buyer of Buyer's representation and warranty in this Paragraph. The provisions of this Paragraph shall survive Closing. Each party hereto agrees to execute and deliver at closing any affidavit as to broker's lien rights as may be required by the Title Company to issue its Title Commitment and policy of title insurance free from exception relative to same.

BUYER: NB Lincoln LLC

By Nelson E. Williams, Managing Member

SELLER:

Village of Mukwonago

By:	 	 	
Name:	 	 	
Title:	 	 	

EXHIBIT A

Description of Property

Approximately 14.61 acres of parcel no. VM00008 as more specifically set forth below:



The Property shall include the additional 20' along the entire length of the northern property line





440 River Crest Court, Mukwonago, Wisconsin 53149 (262) 363-6420 x.2111 Office of the Village Planner

www.villageofmukwonago.com planner@villageofmukwonago.com

January 3, 2019

Fred Winchowky, Village President Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149

Re: Final Plat of Subdivision Chapman Farms—1st Phase/Bielinski Homes, Inc.

Dear President Winchowky and Members of the Plan Commission:

Bielinski Homes, Inc. has submitted a final plat that will be the first phase of the 48-condominium unit and 86 single family lot subdivision reviewed by the Plan Commission and Village Board during prior zoning and preliminary plat approvals. This final plat includes 7 lots and 4 outlots. Three of the lots create parcels for the condominiums. Four lots are for single family development. Two outlots are designed for storm water management facilities, one outlot for the planned expansion of Rosewood Park within the Fairwinds Subdivision, and one outlot is the parcel that will remain for future additions to the final plat (and storm water management of the whole site).

The area for the condominiums was previously rezoned to R-5, Low Density Multi-Family Residential District, and gained Village approval for a Planned Unit Development that included Site Plan and Architectural Review approval. The single-family portion of the proposal continues to be zoned as R-1, Single-Family Medium Lot Residential District.

Pursuant to conditions of preliminary plat approval, the final plat includes the following:

- 1. A 60-foot wide public right-of-way within the condominium area.
- 2. Dedication and extension of the Chapman Farm Boulevard and Fairwinds Boulevard right-of-ways to form an intersection with a round-about. (Submitted construction drawings for the round-about can be discussed with the commission if you desire.)
- 3. Construction drawings have been submitted to construct Chapman Farm Boulevard east of this final plat within existing dedicated right-of-way that facilitates a full street connection of Highway 83.
- 4. Dedication of the outlot for Village park expansion.

Storm Water Management

Outlot 3, the remnant parcel reserved for future final plats, is provided with a storm water easement for approximately one-half of total area planned for storm water management facilities for the whole development of the preliminary plat. The Village Engineer has issued storm water review comments which will be addressed before a Storm Water Maintenance Agreement is completed during the next several months. As you might recall, during preliminary plat review Village staff expressed a concern that storm water management and maintenance between the condominiums and the entire single-family area must be coordinated. Therefore, staff will ensure the coordination occurs before the agreement is finalized.



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Developer Agreements

Likewise, during the next several months construction drawings will be finalized that will be included as exhibits to the Developer Agreements. Pursuant to preliminary discussion, the applicant has requested two agreements— one for the condominiums and one for the single family.

Other Matters

The Village Engineer's office has issued a six-point review letter concerning matters of the final plat (please see the attached letter). Those matters must be addressed before the Village signs the final plat.

As of the date of this report, the Village has not received review comments from the Wisconsin Department of Administration and Waukesha County; pursuant to State Law the final plat was forwarded to those agencies for review. Any comments received must be addressed prior to signing the plat.

Preliminary plat approval required identification of driveway locations of the single family lots surrounding the round-about. The final plat addressed the requirement with a side notation, but staff desires the actual plat identify driveway locations, similar to identification of driveway locations surrounding the cul-de-sac within the Orchards of Mukwonago Addition No. 2 Subdivision, which has been successfully implemented. During a recent meeting with representatives of the applicant, it was decided the final plat will show "x" marks designating no access, therefore only allowing driveways outside of the round-about area.

RECOMMENDATION

This 1st phase final plat substantially conforms with the preliminary plat. There are matters that remain to be resolved involving storm water and construction plans that can be handled through conditions of approval. The reason to move this final plat along is due to timeframe requirements of State Law for the Plan Commission and Village Board to review and approve a final plat.

I recommend approval of the final plat with the conditions listed below.

- 1. Approval is granted for the Chapman Farms Final Plat pursuant to the plat dated December 6, 2018 prepared by Grady L. Gosser, further subject to conditions of this approval.
- 2. The final plat shall not be signed by Village officials and recorded until the following items are satisfied:
 - a. Comments of the Wisconsin Department of Administration and Waukesha County are addressed on the final plat.
 - b. Comments from the Village Engineer's office and the Village Planner/Zoning Administrator (that include all Village staff comments) are addressed on the final plat.
 - c. Village Board approved Developer Agreements are signed by the applicant.
 - d. A Village Board approved Storm Water Maintenance Agreement is signed by the applicant.
 - e. Submittal of the required Letter of Credit(s) by the applicant, in a form approved by the Village Attorney.
 - f. Submittal and approval by Village staff of Deed Restrictions and Homeowner Association Documents.



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g. Written verification from the Village Engineer's office and the Village Planner/Zoning Administrator that all required modifications have been included on the final plat.

I appreciate the opportunity to assist the Village with review of this proposal. Should questions arise, please feel free to contact me.

Sincerely,

a 1km 1

Bruce S. Kaniewski, AICP Village Planner/Zoning Administrator



DRNER DETAI E.)	PROPERTY/- R-O-W LINE
erein subject provements shall exceed the vegetati be trimmed ches, to allow	to a Vision Corner Easement as shown on this plat in of any kind are permitted within the Vision Corner. No a maximum height of 30 inches, as measured from the on, in the location designated as the vision corner. Trees d to a height of 60 inches, as measured from the road w for a clear view of oncoming traffic.
5 CAP 0	ZONING DATA:CATEGORY - "R-1" Single-Fam (Lots 4, 5, 6 & 7)Minimum Lot Area = 15,000 S.F.Minimum Lot Width interior = 100 ft. • FSBMinimum Lot Width corner = 120 ft. • FSBMinimum Building Setbacks:Front Setback/Street



SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)) SS

COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Outlot 2 of Certified Survey Map No. 11755, recorded in the Office of the Register of Deeds for Waukesha County on August 31, 2018, in Book 118 of Certified Survey Maps, at Pages 128 through 130 inclusive, as Document No. 4358666, located in a part of the Northwest 1/4. Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Said Parcel contains 2,810,100 Square Feet (or 64.5110 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of BIELINSKI HOMES, INC., owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Mukwonago in surveying, dividing and mapping the same.

Dated this 6th Day of DECEMBER . 20 18



Grady I. Losser

Grady L. Gosser. P.L.S. Professional Land Surveyor, S-2972 TRIO ENGINEERING, LLC 12660 W. North Avenue, Building "D" Brookfield, WI 53005 Phone: (262)790-1480 Fax: (262)790-1481

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)

SS COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 ____ on any of the land included in the Plat of "CHAPMAN FARMS".

Pamela F. Reeves, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN SS

COUNTY OF WAUKESHA)

I, Judith A. Taubert, being duly appointed, qualified and acting Treasurer of the Village of Mukwonago, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of Day of ____, 20 _____ on any of the land included in the Plat of "CHAPMAN this FARMS".

Judith A. Taubert, Village Treasurer

1. Village of Mukwonago

STATE OF WISCONSIN

COUNTY OF

CONSENT OF CORPORATE MORTGAGEE:

STATE OF WISCONSIN

COUNTY OF

s _____ day of _____, 20___, the above named _____, of the above named Corporation, to me known to be the person who executed the Personally came before me this foregoing instrument, and to me known to be such _____ ____ of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

BIELINSKI HOMES, INC., Grantor, to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee,

WISCONSIN BELL, INC., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee, and

TIME WARNER ENTERTAINMENT COMPANY, L.P., Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees. brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all

14-023-966-02

parties hereto.

12660 W. North Avenue Building "D" Brookfield, WI 53005 Phone: (262) 790-1480 Fax: (262) 790-1481

CHAPMAN FARMS

BEING A REDIVISION OF OUTLOT 2 OF C.S.M. 11755, LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

BIELINSKI HOMES, INC., a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Corporation has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES: AGENCIES WHO MAY OBJECT:

> State of Wisconsin, Department of Administration 2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20____,

BIELINSKI HOMES, INC.

Frank Bielinski, Vice President

) SS

___, 20____, the above named Frank Bielinski. Personally came before me this _____ day of ___ Vice President of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation, by its authority.

> Print Name: _County, W Public, My Commission Expires:

CITIZENS BANK, a Corporation duly organized and existing by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of BIELINSKI HOMES, INC., owner, this _____ day of _____, 20

CITIZENS BANK

) SS

Print Name: Public, County, W My Commission Expires:

There are no objections to this plat with respect to

Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2).

Wis Stats. as provided by s. 236.12, Wis. Stats.

Department of Administration

Certified



VILLAGE BOARD APPROVAL:

Resolved, that the plat of "CHAPMAN FARMS", being located in a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, is hereby approved conditionally by the Village of Mukwonago Board.

I hereby certify that the foregoing is a copy of a Resolution adopted by the Village Board of the Village of Mukwonago, and that all conditions of approval have been met as of this Day of , 20

CURVE TABLE:

							·	
NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1		267.00	14*52'28″	69.31	69.12	S06°40′26″W	S14*06′40″W	S00°45′48″E
2	2 UUILUIS 3/4 333.00 23'35'54"		137.15	136.18	N02'18'43"E	N14'06'40"E	N09°29'14"W	
3 OUTLOTS 3/4 690.00		19'38'12"	236.48	235.32	N89°40'08"W	N79*51'02"W	S80°30'46"W	
4	OUTLOTS 3/4	303.00	26*24'16"	139.64	138.40	S02'35'46"E	S10'36'22"W	S15 ' 47'54"E
5	OUTLOTS 3/4	267.00	15'02'06"	70.06	69.86	N08°16'51"W	N00°45'48"W	N15 ' 47'54"W
6	C/L	300.00	33 ° 27'39"	175.20	172.72	N17°29'37.5"W	N00°45'48"W	N34°13'27"W
	EAST	340.00	20'27'31"	121.40	120.76	N10°59'33.5"W	N00°45'48"W	N21°13'19"W
	1	340.00	14*55'28"	88.56	88.31	N08°13'32"W	N00°45'48"W	N15°41'16"W
	OUTLOT 1	340.00	5'32'03"	32.84	32.83	N18°27'17.5"W	N15*41'16"W	N21°13'19"W
	WEST	260.00	19'09'11"	86.91	86.51	N10°20'23.5"W	N00°45'48"W	N19 ' 54'59"W
	7	260.00	9*34'17"	43.43	43.38	N05°32'56.5"W	N00°45'48"W	N10°20'05"W
	6	260.00	9*34'54"	43.48	43.43	N15'07'32"W	N10°20'05"W	N19 ° 54'59"W
7	C/L	400.00	11°19'35"	79.07	78.94	S28'33'39.5"E	S22*53'52"E	S34°13'27"E
	NORTHEAST	360.00	11°19'35"	71.17	71.05	S28'33'39.5"E	S22*53'52"E	S34•13'27"E
	4	360.00	9'37'02"	60.43	60.36	S29*24'56"E	S24 ° 36'25 " E	S34 ° 13'27"E
	OUTLOT 3	360.00	1'42'33"	10.74	10.74	S23'45'08.5"E	S22*53'52"E	S24 ' 36'25"E
	5	440.00	6 ° 29'27"	49.85	49.82	S26'08'35.5"E	S22*53'52"E	S29 ' 23'19"E
8	6	90.00	89 ° 54'04 "	141.22	127.17	N64°52'01"W	N19*54'59"W	S70°10'57"W
9	5	80.00	99 ° 34'16"	139.03	122.18	N20'23'49"E	N70°10'57"E	N29 · 23'19"W
10	4	90.00	38 ° 37 ' 05"	60.66	59.52	S53'31'59.5"E	S34•13'27"E	S72°50'32"E
11	4	90.00	36•58'31"	58.08	57.08	N88'40'12.5"E	S72*50'32"E	N70°10'57"E
12	OUTLOT 1	80.00	91 ° 24'16"	127.62	114.52	S24°28'49"W	S70°10'57"W	S21°13'19"E
13	C/L	250.00	19'11'16"	83.72	83.33	S79 ' 46'35"W	S89*22'13"W	S70°10'57"W
	SOUTH	210.00	19'11'16"	70.33	70.00	S79°46'35"W	S89*22'13"W	S70°10'57"W
	OUTLOT 1	210.00	7*47'24"	28.55	28.53	S74°04'39"W	S77*58'21"W	S70°10'57"W
	1	210.00	11°23'52"	41.78	41.71	S83°40'17"W	S89*22'13"W	S77*58'21"W
	3	290.00	18'03'36"	91.41	91.03	S79°12'45"W	S88°14'33"W	S70°10'57"W
14	C/L	200.00	14 ° 38'02"	51.08	50.94	N07°56'48"W	N00°37'47"W	N15°15'49"W
	2	230.00	14°38'02"	58.74	58.58	N07°56'48"W	N00°37'47"W	N15°15'49"W
	3	170.00	14°38'02"	43.42	43.30	N07°56'48"W	N00°37'47"W	N15°15'49"W
15	C/L	220.00	25*36'16"	98.31	97.50	S02°27'41"E	S10°20'27"W	S15'15'49"E
	2	190.00	25*36'16"	84.91	84.20	S02'27'41"E	S10°20'27"W	S15'15'49"E
	3	250.00	25*36'16"	111.72	110.79	S02°27'41"E	S10°20'27"W	S15'15'49"E
16	C/L	300.00	14*59'22"	78.48	78.26	N02'50'46"E	N10°20'27"E	N04°38'55"W
	2	330.00	14*59'22"	86.33	86.09	N02*50'46"E	N10°20'27"E	N04°38'55"W
	3	270.00	14*59'22"	70.64	70.43	N02'50'46"E	N10°20'27"E	N04•38'55"W
17	C/L	600.00	2*45'54"	28.95	28.95	S03'15'58"E	S01°53'01"E	S04°38'55"E
	2	570.00	2*45'54"	27.51	27.50	S03*15'58"E	S01*53'01"E	S04•38'55"E
	3	630.00	2*45'54"	30.40	30.40	S03'15'58"E	S01°53'01"E	S04'38'55"E
18	C/L	100.00	88°40'59"	154.78	139.79	N46°13'30.5"W	N01°53'01"W	S89°26'00"W
	2	130.00	88'40'59"	201.22	181.72	N46°13'30.5"W	N01°53'01"W	S89*26'00"W
	3	70.00	88'40'59"	108.35	97.85	N46*13'30.5"W	N01°53'01"W	589°26'00"W
19	C/L	180.00	20'49'58"	65.45	65.09	S80'09'01"F	S69'44'02"F	N89'26'00"F
<u> </u>	2	150.00	20'49'58"	54.54	54.24	S80'09'01"F	S69'44'02"F	N89'26'00"F
	3	210.00	20'49'58"	76.36	75.94	S80'09'01"F	S69'44'02"F	N89'26'00"F
20	OUTLOTS 2/3	260.00	11'.31'05"	52.27	52.18	S22'40'24 5"W	S28'25'57"W	S16'54'52"W
21	TOTAL	333.00	28'59'57"	168.54	166.75	N13'55'58 5"F	N28*25'57"F	N00'34'00"W
<u> </u>	OUTLOTS 2/3	333.00	2:59'51"	17.42	17.42	N26'56'01 5"F	N28'25'57"F	N25'26'06"F
	OUTLOT 3/ROW	333.00	10'20'15"	60.08	60.00	N20'15'58 5"F	N25'26'06"F	N15'05'51"F
		333.00	15'30'51"	91.04	90.00	N07'15'55 5"E	N15'05'51"E	N00'34'00"W
		000.00	10 08 01		30.70	107 10 00.0 E		

Fred Winchowky, Village President

Judith A. Taubert, Village Clerk



W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

December 26, 2018

Mr. Fred Winchowky Village President Village of Mukwonago P.O. Box 206 Mukwonago, WI 53149

Re: Chapman Farms CSM Review Final Plat

Dear President Winchowky:

We have reviewed the above CSM as requested by Village Staff and have the following comments:

In accordance with State Statutes:

- 1. 236.20 (2) (c): All easements or restrictions created by the plat must be retraceable as shown by the Plat.
- 2. A Utility Easement Provisions note is on Sheet 3 of 3. This note is not retraceable. Further it references "Utility Easement Areas" as shown on the plat. No areas or typical easement details are shown. See also 236.20 (2) (f).
- 3. A Vision Corner Easement Detail is shown on Sheet 1 of 3. The notes indicate this detail applies to Lots 1, 2 and 3. But not Out Lot 1 (O.L. 1) nor lots 4, 5 and 6 which are in the corners of the right of way. At a minimum, Lot 1 should be removed from this note.
- 4. Does the proposed round a bout at this intersection require additional vision corner easements? If the answer is yes, then detailed easements should be shown for lots 4, 5 and 6 and Out Lot 1.
- 5. 236.20 (3) (d) The names of adjoining streets, land divisions, etc. in their proper location, underscored by dashed or dotted lines. Chapman Farm Boulevard, which was dedicated by CSM No. 11714, is not shown nor labeled.
- 6. The Public Stormwater Drainage Easement on south side of lot 1 (Rain Garden 4) must be located in an Outlot and not an easement.

^{~1292136} Chapman Farm Development Review > 101 CSM Review Chapman Property > Correspondence > Winchowky-20181226-Chapman CSM Review-Final Plat.docx~



Mr. Fred Winchowky Village of Mukwonago December 26, 2018 Page 2

In accordance with Village of Mukwonago Land Division Ordinance other comments and concerns relating to the technical review of the construction drawings and storm water management plan will be forthcoming under separate cover.

Please contact me if you have any questions.

Very truly yours,

RUEKERT & MIELKE, INC.

utter nie

Christopher J. Ruetten, P.L.S. Professional Land Surveyor <u>cruetten@ruekert-mielke.com</u>

CJR:jkc

cc: John Weidl, Village of Mukwonago Bruce Kaniewski, Village of Mukwonago Mark G. Blum, Village of Mukwonago Rebecca K. Alonge, Ruekert & Mielke, Inc. Christopher M. Genellie, P.E., Ruekert & Mielke, Inc. Richard A. Eberhardt, P.E., P.L.S., Ruekert & Mielke, Inc. File Village of Mukwonago 440 River Crest Court, P.O. Box 206 Mukwonago, WI 53149 Phone: (262) 363-6420 Fax: (262) 363-6425 www.villageofmukwonago.com

VILLAGE OF MUKWONAGO FINAL PLAT REVIEW APPLICATION Application Fee: \$250 + \$11 per lot

Date Submitted:

CONTACTS

Zoning and Planning Department Contact: Bruce Kaniewski Phone: (414) 339-4105 Fax: (262) 363-6425 Email: planner@villageofmukwonago.com

GUIDELINES

It is recommended that, prior to the filing of an application for the approval of a final plat, the subdivider should first inform the Village Clerk of the subdivider's plans and then consult with the Zoning Administrator, the Village Engineer and/or the Village Planner in order to obtain advice and assistance.

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago. The application packet must be filed with the Village Clerk <u>at least 30 days prior to the meeting</u> of the Planning Commission at which action is desired. The Plan Commission meets on the second Tuesday of each month at 6:30 p.m.

Materials listed below must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 45 Article II. and other pertinent sections of Village ordinances, State statutes and as necessary to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal conceptual review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms. In the case of a final plat the submittal date, for the purposes of WI Stats. Chapter 236, is the date that the entire application packet is completed (as dated below by Village Staff).

Mail completed applications to:	Village Planner
	ATTN: Final Plat Review
	PO Box 206
	Mukwonago, WI 53149
Deliver to:	Village Clerk's Office
	440 River Crest Court
Email to:	planner@villageofmukwonago.com

Complete, accurate and specific information must be entered. Please Print.

APPLICANT (Full Legal Name)

Name: Frankow Harry Bielinski
Company: Bielinske Homes, Ing.
Address: 1830 Meadow IN. STE A City: 18Wauker State: WI Zip: 53072
Daytime Phone: <u>262-542-9494</u> Fax: <u>762-547-6331</u>
E-Mail: Dieliuste, com

PROPERTY INFORMATION

Property Owner (s) (if different from applicant): Bielinski Homes, Inc
Address: 1830 Meadow LN STEA City: fewankee State: WI Zip: 53072
Daytime Phone: 262-542-9494 Fax: 262-547-6331
E-Mail: Bielingte, com
Present Zoning: <u><i>R</i>-5</u> Tax Key No(s).: 7/)
Location/Address: Chapman Farms west of HWY 93 Schapman Blud,
Present Use: <u>Aq</u> ; Intended Use: <u>Condominium</u> 5

PROCEDURAL CHECKLIST FOR FINAL PLAT REVIEW AND APPROVAL

Submittals for review must include and be accompanied by the following:

Application:

- Completed application form including the procedural checklist.
- Application fee: \$250 + \$11 per lot
- □ Agreement for Reimbursable Services (separate application).

Other Documents:

- Project Summary: Please attach a statement detailing the reasons and background for this request. PLEASE EXPLAIN IN DETAIL.
- The following number of full sets of plat:
 - Two (2) copies are required for staff.
 - Four (4) copies are required for each County Planning Commission.
 - Two (2) copies are required if shorelands or wetlands are involved.
 - Two (2) copies are required if abutting a highway.
 - o Three (3) copies are required for the utilities.
 - One (1) copy is required for each school district.
- Electronic Submittals are required. Email (or CD ROM) with all plans and submittal materials in Adobe PDF to <u>planner@villageofmukwonago.com</u>.
- Any additional information as determined by Village staff.



440 River Crest Court, Mukwonago, Wisconsin 53149 (262) 363-6420 x.2111 Office of the Village Planner

www.villageofmukwonago.com planner@villageofmukwonago.com

January 3, 2019

Fred Winchowky, Village President Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149

Re: 4-Lot Extraterritorial Certified Survey Map Ralph Hibbard/Town of Vernon

Dear President Winchowky and Members of the Plan Commission:

Ralph Hibbard, owner of the property commonly known as Heaven City along the north side of CTH ES and the east bank of the Fox River, is requesting extraterritorial review of a 4-Lot Certified Survey Map (CSM). Pursuant to State Law, the Village has the opportunity to review any land division within 1.5 miles of its corporate boundary, although review is limited to conformance with the Village Comprehensive Plan.

This CSM is related to the pending approval of the boundary agreement with the Town of Vernon. It is the desire of Vernon officials to approve the CSM before final approval of the boundary agreement by the Wisconsin Department of Administration (DOA). The Town Plan Commission and Town Board is expected to review and approve the CSM on January 3rd. Town Board and Village Board approval of the boundary agreement is expected during January and will then be forwarded to DOA for approval. (*January 4th update—Town Board approve the boundary agreement*).

The CSM creates three single family lots of 3.0, 3.0 and 5.0 acres off the cul-de-sac of Lake Side Drive through the Hidden Lakes Subdivision. The fourth lot retains 21.5 acres of the Heaven City complex of buildings. The Village comprehensive plan designates about the northern one-third of the site as Medium Lot Single Family I (25,000 square foot lot size minimum) and the southern two-thirds as Low Intensity Commercial/Business. Since the proposed lot sizes are above 25,000 square mix, the CSM conforms to the comprehensive plan.

Within the boundary agreement, the three single family lots have been placed within the 30-year attachment area, and the 21.5-acre lot will be in the 10-year attachment area. In other words, if the 21.5-acre site is not attached to the Village within 10 years because of development or property owner choice, the site is automatically attached. For your information, the current boundary agreement map is attached. After anticipated state acceptance of the boundary agreement, Village staff suggests the Plan Commission propose an amendment to the comprehensive plan, especially for the Village ultimate boundary area along Maple Avenue.

A large portion of the site is covered by a floodplain, wetlands and a Primary Environmental Corridor. Please see the attached Town Planner's report about the environmental features and other factors about the CSM.



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RECOMMENDATION

The proposed CSM conforms to the comprehensive plan. I recommend approval.

Sincerely,

" 1Km 1

Bruce S. Kaniewski, AICP Village Planner/Zoning Administrator



(262) 542-8200 AR

FORM ARC-101

Being a Redivision of Lot 2 of Certified Survey Map No. 9385 and being part of the Southwest Quarter (SW ¹/₄) of the Northwest Quarter (NW ¹/₄) and Northwest Quarter (NW ¹/₄) of the Southwest Quarter (SW ¹/₄) of Section 19, Town 5 North, Range 19 East TOWN OF VERNON, WAUKESHA COUNTY, WISCONSIN Sheet 2 of 6 CERTIFIED SURVEY MAP NO.

			Curve Table		
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
G	47.70'	66.00'	41°24'38"	46.67'	S18° 33' 56"W
C2	103.58'	66.00'	89°56'18"	93.27'	S5° 41' 46"E
C3	62.48'	66.00'	54°14'04"	60.17'	S77° 45' 58"E
C4	64.64'	66.00'	56°07'04"	62.09'	N47° 03' 28"E
C5	230.69'	66.00'	200°15'55"	129.94'	S60° 52' 02"E
C8	134.80'	66.00'	46°47'56"	131.08'	N12° 58' 03"W

RECEIVED DEC 28 2018

h.

CLERKS OFFICE TOWN OF VERNON



P.S. VERNON 518 FILE NAME: S:\PROJECTS\S8701\S8701_CSM2018.dwg
FORM ARC-101 Avenue (CTH "ES"); thence South 53°26'46" West 351.23 feet along said north right-of-way line; thence South (SW ¼) of the Northwest Quarter (NW ¼) and Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of East 510.10 feet along the north line of Certified Survey Map No. 9385 to the east right-of-way line of Lakeside thence easterly 230.69 feet along the arc of curve and right-of-way of Lakeside Drive, curve center lies to the east chord bears South 60°52'02" East 129.94 feet to the southwest corner of Lot 1 of Certified Survey Map No. I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes Drive; thence South 02°08'21" East along said right-of-way line 112.69 feet; thence southerly 47.70 feet on the Southwest Quarter (SW ¼) of said Section 19; thence North 01°10'07" West along said west line 304.69 feet to 9385; thence South 71°00'00" East 198.36 feet along the south line of said Lot 1; thence South 02°03'21" East thence northerly 134.80 feet along the arc of a curve, curve center lies to the east, chord bears North 12°58'03" West 131.08 feet, radius of 165.03 feet; thence South 88°31'38" West 654.16 feet; to the west line of the follows: Beginning at the southwest corner of the Northwest Quarter (NW 1/4) of said Section 19, thence North arc of a curve of radius 66.00 feet, curve center lies to the west, chord bears South 18°33'56" West 46.67 feet; Being a redivision of Lot 2 of Certified Survey Map No. 9385 and being part of the Southwest Quarter North 87°51'39" East 42.82 feet; thence North 72°58'23" East 202.80 feet along the east line of Certified Survey Map No. 8354; thence North 17°36'08" East 506.20 feet along said east line; thence North 87°51'39" pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Town of Vernon, Village of Mukwonago, and Waukesha County in surveying, dividing and mapping the same. I, John R. Stigler, professional land surveyor, being duly sworn on oath, hereby depose and say that I ection 19, Town 5 North, Range 19 East, Town of Vernon, Waukesha County, Wisconsin also described as 5'49" West 609.09 feet along the west line of the Northwest Quarter (NW 1/4) of said Section 19; thence 1036.21 feet along the west line of Hidden Lakes Subdivision to the north right-of-way line of W. National P.S. Vernon 518 51°34'53" West 227.68 feet along said north right-of-way line; thence North 36°22'04" West 104.24 feet; Sheet 3 of 6 Being a redivision of Lot 2 of Certified Survey Map No. 9385 and being part of the Southwest Quarter (SW ¹/₄) of the Northwest Quarter (NW ¹/₄) and Northwest Quarter (NW ¹/₄) of the Southwest Quarter (SW ¹/₄) of Section 19, Town 5 North, Range 19 East TOWN OF VERNON, WAUKESHA COUNTY, WISCONSIN S. Reg. No. S-1820 ARY PUBLIC 13Ex 2018 have surveyed, divided and mapped the following land bounded and described as follows: the place of beginning. CSM total area is 1,538,516 square feet or 35.319 acres of land. TON NOT PUB, MULE MULE Aday of DECE MUEHI CERTIFIED SURVEY MAP NO 262) 542-8200 PETER A. o me this. OWNER: HEAVEN CITY DEVELOPMENT, CO. and swon O Instrument drafted by John R. Stigler My commission expires July 5, 2019. SURVEYOR'S CERTIFICATE:)SS RECEIVED CLERKS OFFICE TOWN OF VERNOW The above certificate subscrib COUNTY OF WAUKESHA) WAUKESHA COUNTY DEC 2.8 2018 STATE OF WISCONSIN STATE OF WISCONSI 01°2

3200	FORM ARC-101	1P NO. Sheet 4 of 6 sy Map No. 9385 and being part of the ter (NW ¹ / ₄) and Northwest Quarter (NW ¹ / ₄) on 19, Town 5 North, Range 19 East IA COUNTY, WISCONSIN	scribed on this map to be surveyed, divided and f Vernon and Ordinances of Waukesha County as	HEAVEN CITY DEVELOPMENT, CO OWNER	, 2018, the above named HEAVEN who executed the foregoing instrument and	NOTARY PUBLIC	ie above described land, does hereby consent to the his map and does hereby consent to the above IT'S	2018 the above named to executed the foregoing instrument and to me hat he executed the foregoing instrument as such	NOTARY PUBLIC	RECENCE BEC 28 2018 CLERKS OFFICE TOVIN OF VERNOM	
ARC (262) 542-4		RTIFIED SURVEY M. Lot 2 of Certified Surve) of the Northwest Quart uarter (SW ¼) of Sectic VERNON, WAUKESH	hat I caused the land des irements of the Town o		his day of e known to be the perso		RTGAGEE: , mortgagee of th the land described on th	his day of own to be the person wh and acknowledge t on, by its authority.		. S-1820	UPMEN1, CU.
0		CER Being a redivision of Southwest Quarter (SW ¹ 4) of the Southwest Q	<u>OWNER'S CERTIFICATE</u> : As Owner, I hereby certify the mapped in accordance with the requirepresented on this map.		STATE OF WISCONSIN)ss COUNTY OF WAUKESHA) Personally came before me th CITY DEVELOPMENT, CO., to me acknowledged the same.	My commission expires	CONSENT OF CORPORATE MOF surveying, dividing and mapping of certificate of	STATE OF WISCONSIN)ss COUNTY OF WAUKESHA) Personally came before me th to me kno known to be such	My commission expires	John R. STIGLER - Wis. Reg. No. Dated this 277 May of DECEN	OWNEK: HEAVEN UILT UPVEL

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0	ARC ¹⁰ (262) 542-8200	\mathbf{O}
		FORM ARC-101
CERTI Being a redivision of Lot 2 o Southwest Quarter (SW ¼) of the] of the Southwest Quarter (TOWN OF VERN(<i>FIED SURVEY MAP NO.</i> f Certified Survey Map No. 9385 ar Northwest Quarter (NW ¹ / ₄) and Noi SW ¹ / ₄) of Section 19, Town 5 North ON, WAUKESHA COUNTY, WIS	Sheet 5 of 6 ad being part of the rthwest Quarter (NW ¹ /4) h, Range 19 East CONSIN
TOWN BOARD APPROVAL Approved by the Town Board, Town of Ve	rnon, this day of	, 2018.
THOMAS G. BIRD - CHAIRPERSON	KAREN L. SCHUI	H - CLERK
TOWN PLAN COMMISSION APPROVA Approved by the Plan Commission, Town o	L: of Vernon, this day of	, 2018.
THOMAS G. BIRD – CHAIRPERSON	KAREN L. SCHUI	H - SECRETARY
<u>VILLAGE PLAN COMMISSION APPRO</u> Approved by the Plan Commission, Village	<u>VAL</u> : EXTRATERRITORIAL JUR : of Mukwonago, this day o	uspiction f2018.
FRED WINCHOWKY - PRESIDENT	JUDITH TAUBER	LT-CLERK/TREASURER
<u>VILLAGE BOARD APPROVAL</u> : EXTRA Approved by the Village Board, Village of	TERRITORIAL JURISDICTION Mukwonago, this day of	, 2018.
FRED WINCHOWKY - PRESIDENT	JUDITH TAUBER	tT-CLERK/TREASURER
WAUKESHA COUNTY DEPARTMENT Survey Map which has been filed for appro approved on this day of	<u>OF PARKS AND LAND USE:</u> Re val as required by Chapter 236, Wis , 2018.	solved that the above Certified sconsin Statutes, is hereby
DALE R. SHAVER - DIRECTOR	SADGORON	RECEIVED
John R Stralln John R. STIGLER - WG. Reg. No. S-1820 Dated this 3: 7 day of DECLANDER	2018	DEC 2 8 2018 CLERKS OFFICE TOWN OF VERMON
OWNER: HEAVEN CITY DEVELOPME	NT, CO.	
Instrument drafted by John R. Stigler		P.S. Vernon 518

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FORM ARC-101	O.Sheet 6 of 6No. 9385 and being part of the¼) and Northwest Quarter (NW ¼)Nm 5 North, Range 19 EastNTY, WISCONSIN	on June 13, 1968, following approval by the for Lake Side Dr. as set forth in Waukesha nat 60° wide platted road Right-of-Way is Side Dr. considered to be within a Primary of the restrictions noted on this page.	RRIDOR RESTRICTIONS orridor Preservation Area on Page 1 of 6 of	s, shrubs, grasses, etc., is prohibited, with on may be removed, at the discretion of the epartment of Parks and Land Use – Planning unendation of a forester or naturalist and rks and Land Use – Planning and Zoning rohibited. ting environment is prohibited. ting environment is prohibited. ting environment is prohibited. tand altering activities, or vegetation wetland boundary, a field delineation of the ations required by the Waukesha County f proposed development/land alteration shall	RECEIVED BEC 28 2018 ICUN OF VERIOR	P.S. Vernon 518
ARC "(262) 542-8200	CERTIFIED SURVEY MAP N f Lot 2 of Certified Survey Map N i) of the Northwest Quarter (NW Quarter (SW ¼) of Section 19, Tc 7 VERNON, WAUKESHA COU	iden Lakes, which was recorded (lepicts a 60° wide Right-of-Way i d Land Protection Ordinance. Th shed road Right-of-Way for Lake nary Environmental Corridor are eservation Area and are subject to	AARY ENVIRONMENTAL CO	of any vegetative cover, i.e., tree dead, diseased, or dying vegetati al from the Waukesha County De cultural thinning, upon the recom ukesha County Department of Pal nitted. inited. inited. inited. inited. inited. inited. inited. inited. in coves, etc, is p aterial not indigenous to the exist aterial not indigenous to the pond or aterial not indicent or aterial not indicent or aterial not indicent or aterial not indicent or aterial not or aterial not indicent or aterial not or aterial	o. S-1820 o. S-1820 DIFE, 2018 LOPMENT, CO.	ler
0	Being a redivision of Southwest Quarter (SW ¼ of the Southwest (TOWN OF	Notes: 1. The Subdivision Plat of Hic County Planning Agency, d County Shoreland and Floo considered to be the establi 2. Those areas within the Prim Environmental Corridor Pre	WETLAND/PRIN Those areas identified as W	 The removal or destruction the exception that invasive, landowner and with approva and Zoning Division. Silvio with approval from the Wau Division, shall also be perm 3. The introduction of plant m 4. Ponds are prohibited. The construction of building further defined through field removal are proposed withi wetland boundary may be n Shoreland and Floodland Pl apply. 	JOHN R. STIGLER - Wis. Reg. No John R. STIGLER - Wis. Reg. No Dated this 7 2 14 ay of DECE	Instrument drafted by John R. Stigl

Village of Mukwonago 440 River Crest Court, P.O. Box 206 Mukwonago, WI 53149 Phone: (262) 363-6420 Fax: (262) 363-6425 www.villageofmukwonago.com

VILLAGE OF MUKWONAGO EXTRATERRITORIAL REVIEW APPLICATION

DEC 27 2018

Application Fee: \$200

Date Submitted: <u>12/27/2018</u>

TYPE OF SUBMITTAL

(Please check one)

- Certified Survey Map \Box
- Preliminary Plat
- Final Plat
- Other:

CONTACTS

Zoning and Planning Department Contact: Bruce Kaniewski Phone: (414) 339-4105 Fax: (262) 363-6425 Email: planner@villageofmukwonago.com

GUIDELINES

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago. The application packet must be filed with the Village Clerk at least 30 days prior to the meeting of the Planning Commission at which action is desired.

Materials listed below must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 45 Article IV and other pertinent sections of Village ordinances, WI Stats. 236.34, and, as necessary, to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal preliminary staff review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms.

Village Planner Mail completed applications to: ATTN: Extraterritorial Review PO Box 206 Mukwonago, WI 53149 Village Clerk's Office Deliver to: 440 River Crest Court planner@villageofmukwonago.com

Email to:

Complete, accurate and specific information must be entered. Please Print.

APPLICANT INFORMATION (Full Legal Name)

Name: RALPH P. Hibband
Company: <u>HEAVEN CITY DEVELOPMENT</u> Address 5 91 W 27850 National AVE City: MUKWOWAGO State: WI Zip: 53149
Address:
E-Mail: PALPH @ GREENFIELD GALLENY . NET

APPLICANT IS REPRESENTED BY (Full Legal Name)

a

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Name: RALph P. Hibband			
Company: HEAVEN CITY DEUELOPME	nit-		
Address: 591 w 27850 NATIONAL AUF	City: Mulwongo	State: <u> </u>	Zip: <u>53</u> 144
Daytime Phone:	Fax:		
E-Mail: RALPH (A) STEENFIELD GALLEN	Y. NET		
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ARCHITECT			
Name:	·		
Company:			
Address:	City:	State:	Zip:
Daytime Phone:	Fax:		
E-Mail:			
PROFESSIONAL ENGINEER		angen e , e e e e sweetnaameerste	
Name: John			
Company:			
Address:	City:	State:	Zip:
Daytime Phone:	Fax:		
E-Mail:			
REGISTERED SURVEYOR			
Deha Stighten			
Name: John LIF			
company: Manual And Blud	city: Marullesha	State: WI	7in: 53188
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E-Wall: John Jer Contraction of the second	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>		
CONTRACTOR			
Name:			
Company:			
Address:	City:	State:	Zip:
Daytime Phone:	Fax:		
E-Mail:			

PROPERTY AND PROJECT INFORMATION

Property Owner (s) (if different from app	olicant):		 	
Address:		City:	 State:	Zip:
Daytime Phone:		Fax:	 	
E-Mail:			 	
Location/Address:			 	
Present Zoning:	Tax Key No(s).: _		 	
Name of Town Property is Located In: _				
Town Official Contact Name:			 	
Town Official Phone #:		Email:	 	
Present Use:		Intended Use:	 	

PROCEDURAL CHECKLIST FOR EXTRATERRITORIAL REVIEW AND APPROVAL

The application packet must be filed with the Village Clerk <u>at least 30 days prior</u> to the meeting of the Planning Commission at which action is desired.

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Article IV of the Land Division Ordinance. Submittals for review must include and be accompanied by the following:

Application:

- Completed application form including the procedural checklist.
- □ Application fee: \$200
- **G** Agreement for Reimbursable Services (separate application).

Other Documents:

- Project Summary: Please attach a statement detailing the reasons and background for this request.
- □ A letter or other document stating the Town's approval of the submittal.
- Electronic Submittals are required. Email (or CD ROM) with all plans and submittal materials in Adobe PDF to <u>planner@villageofmukwonago.com</u>.
- D Any additional information as determined by Village staff

CERTIFICATION

Applicant hereby certifies that:

- 1. All of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.
- 2. Affirms that no Village of Mukwonago elected or appointed official or employee has a proprietary interest in the above referenced property for which this applications being filed (except as stated below under "Exceptions").
- 3. None of the above referenced individuals has been promised or given any contract for consultation, planning or construction in relation to this project (except as stated below under "Exceptions").
- 4. Applicant has read and understands all information in this packet.

Applicant further understands the policies of the Village regarding change of zonings and property development. Conditions of the resolution regarding all approvals are strictly followed. Certificates of Occupancy are not given until all conditions of approval have been met

By the execution of this application, applicant hereby authorizes the Village of Mukwonago or its agents to enter upon the property during the hours of 7:00 am to 7:00 pm daily for the purpose of inspection. Applicant grants this authorization to enter even if this land has been posted against trespassing pursuant to Section 943.13 WI Stats.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed opplicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Escrow Amount

Signature - Property Owner Signature - Applicant REPLAN P. Hibband Name & Title (PRINT) Name & Title (PRINT) 12-27-18 Date Date Signature - Property Owner Signature – Applicant's Representative Name & Title (PRINT) Name & Title (PRINT) Date Date FOR OFFICE USE ONLY Date Paid Receipt # 12/27/18 Plan Commission Date(s) Village Board Date(s) 1/8/2019 1/14/2019

ØNo

Escrow Required?
Q Yes

Plan Commission Disposition

Village Board Disposition

Extraterritorial Review Application (Rev 08/16)



Staff Review

то:	Town of Vernon Plan Commission
CC:	Thomas Bird, Karen Schuh
FROM:	Shaun Mularkey, Planning Consultant
RPT DATE:	January 2, 2019
MTG DATE:	January 3, 2019
APRVL DATE:	February 19, 2019
FOTH FILE:	18W004.03/06
RE:	Hibbard –Certified Survey Map Request

BACKGROUND:

- 1. Petitioner/Agent: Ralph Hibbard (dba Heaven City Development Co)
- 2. Property Owner: Heaven City Development Co
- 3. Location/Address: S91 W2750 National Ave, Mukwonago, WI 53149
- 4. Taxkey Number: VNT 2090997002
- 5. Area: 35.32 acres
- 6. Existing Zoning: A-2, Rural Home District and B-2, Local Business District; County Shoreland Zoning: A-2, Rural Home District, B-2, Local Business District, C-1, Conservancy District, and Environmental Corridor, Wetland and Floodplain Overlays
- 7. Proposed Zoning: N/A
- 8. Future Land Use: Commercial and Environmentally Sensitive Areas

OVERVIEW:

The Petitioner is requesting approval of a land division via Certified Survey Map (CSM) located at the south end of Lakeside Drive. Lots 1 and 2 are proposed as 3.00 acres, Outlot 3 as 5.00 acres, and Lot 4 (remnant) as 21.52 acres to the Fox River meander line including Heaven City. Lots 1 and 2, and Outlot 3 will be located on the Lakeside Drive cul-de-sac created in 2002 as part of the previous CSM. Lakeside Drive was originally platted (Hidden Lakes) as a 60-foot right-of-way.

The property is located within the area subject to the draft boundary agreement with the Village of Mukwonago within proposed Section D.

The Town Plan Commission reviewed the conceptual CSM on November 14, 2018, granted the requested waiver (outlined below) and directed the Petitioner to provide updates per staff comments.

PLANNER COMMENTS:

I provide the Town of Vernon Plan Commission with the following planning comments regarding the Certified Survey Map request:

1. **Waiver request.** The definition of a subdivision per the Town Land Division and Development Control Ordinance is: *The division of a lot, parcel, or tract of land, by the owner thereof, or a developer, for the purpose of transfer of ownership or building development where the division creates:*



Staff Review

A. More than four parcels less than 1 1/2 acres in five years;

B. More than two parcels of any size in any given year; or

C. More than six lots of any size in five years.

Sec. 200-25 states that: Any division of land other than a subdivision as defined herein shall be surveyed and a certified survey map prepared and recorded as provided in § 236.34, Wis. Stats. Remnant parcels greater than 40 acres in size may be excluded following the procedure in § 200-14 of this chapter. The Petitioner is requesting a waiver to allow the proposed land division to be considered under Sec. 200-25 as a minor land division, rather than as a subdivision since it includes the creation of more than two parcels in a single year.

Sec. 200-14 requires the Town Plan Commission to make a determination which shall include consideration, but not necessarily an affirmative finding, of the following factors:

- a) Whether the request for a waiver or modification, if granted, would be consistent with the general intent of this chapter.
- b) Whether the request for a waiver or modification, if granted, would adversely affect property owners in the surrounding area.
- c) Whether the request for a waiver or modification, if granted, would benefit the petitioner's project in a way that is not inconsistent with the Town's interests.
- d) Whether the petitioner is in full compliance with applicable ordinances and agreements with the Town.
- e) Whether, instead of granting the request for a waiver or modification, the chapter itself should be changed to accommodate the kind of situation present by the petitioner.

The Petitioner has provided a written request for the waiver. The Town Plan Commission shall determine whether it is objectively reasonable to grant the request for a waiver or modification by a two-thirds vote of the members present. A waiver or modification may be granted without making an affirmative finding concerning any one or more of the above-listed factors if, on the whole, it is objectively reasonable to do so. The Plan Commission granted the waiver at the November 14, 2018 meeting.

2. Zoning. The northern and western portion of the total property is within County Shoreland Zoning jurisdiction. Lots 1 and 2, and Outlot 3 are entirely under County Zoning. The property is primarily zoned A-2, Rural Home District and B-2, Local Business District and is consistent between Town and County Zoning. There are also County C-1 Zoning and floodplain overlays near the Fox River, an environmental corridor overlay over roughly the west half of the property, and a wetland overlay encompassing the existing wetland on the northwest portion of the site. The division between the A-2 and B-2 zoning does not follow lot lines (The B-2 Zoning encompasses the immediate Heaven City business operation). It appears that Lots 1 and 2, and Outlot 3 will encompass only A-2-zoned land.

County A-2 zoning requires a minimum lot area of 3 acres, minimum average lot width of 200 feet, and a wetland setback of 75 feet. <u>The wetland is shown on the CSM, but is not delineated</u>. The wetland is limited to <u>Outlot 3 and Lot 4 (remnant)</u>, and should be delineated prior to residential development of <u>Outlot 3</u>.

- 3. **Town Land Division Ordinance Design Standards.** The proposed CSM lot configuration meets the design requirements of Sec. 200-37 of the Town of Vernon Code of Ordinances including the 45-feet minimum lot frontage requirement for a cul-de-sac.
- 4. Environmentally Sensitive Areas. The property includes both environmental corridor, floodplain and wetland. The CSM shows the location and elevation of the floodplain, but the environmental corridor and wetland are not shown. Sec. 200-31B(17) of the Town Code of Ordinances requires the delineation of all wetlands on CSMs. In addition, Outlot 3 appears to be entirely within the Environmental Corridor. Waukesha County's EC Overlay district which may require establishment of a land disturbance envelope and/or deed restriction. The





CSM includes wetland/primary environmental corridor restriction on Sheet 6 of 6 that refers to wetlands and environmental corridor identified on Sheet 1 of 6.

- 5. **Easements.** Lot 2 of existing CSM 9385 includes a 30' drainage easement (to benefit Outlots to the north), and a stormwater management easement west of Lakeside Drive and are shown on the proposed CSM.
- Dedication fees. Sec. 200-12C of the Town Code of Ordinances requires dedication of land and provision of improvements or payments of fee for park purposes. The CSM does not include a dedication of park land, therefore the developer is required to pay proportionate payment in lieu of dedication according to Sec. 200C(2).

SURVEYOR COMMENTS:

All previous surveyor comments have been addressed.

STAFF RECOMMENDATION

Depending on confirmation by the Town of Vernon Plan Commission of the above described comments, the Town of Vernon Plan Commission may take the following action:

The Town of Vernon Plan Commission recommends to the Town of Vernon Board of Supervisors <u>Approval</u> of the Conceptual Certified Survey Map Request for Ralph Hibbard (dba Heaven City Development Co) located at S91 W2750 National Ave, Mukwonago, WI 53149, subject to the following conditions:

- The Town of Vernon Plan Commission has granted a waiver from Sec. 200-25 which that "a division of land other than a subdivision as defined herein shall be surveyed and a certified survey map prepared and recorded as provided in § 236.34, Wis. Stats" to allow more than two parcels to be created in one year as a minor land division as proposed. The Plan Commission has made a determination per Sec. 200-14 of the Town of Waukesha Code of Ordinances that it is objectively reasonable to grant the request for a waiver by a twothirds vote of the members present after consideration of the factors listed under Sec. 200-14A(3)(a) through (e).
- 2. The Petitioner shall satisfy all comments, conditions, and concerns of the Town Chairman, Town Planner and Town Engineer, in regard to the Certified Survey Map.
- 3. The Petitioner shall add a note to the Certified Survey Map indicating that Outlot 3 is not developable for residential purposes until the wetland is delineated and it is shown that all required setbacks and offsets can be met prior to signing by the Town of Vernon.
- 4. The Petitioner shall pay proportionate payment in lieu of park land dedication according to Sec. 200-12C(2) of the Town of Vernon Code of Ordinances prior to signing of the Certified Survey Map by the Town of Vernon.
- 5. The Petitioner shall obtain the necessary approvals and satisfy all comments, conditions, and concerns of the Waukesha County Department of Environmental Health for private onsite waste system and well.
- 6. The Petitioner shall obtain the necessary approvals and satisfy all comments, conditions, and concerns of the Waukesha County Department of Land Resources for stormwater management if necessary.
- 7. The Petitioner shall obtain all other required signatures inscribed on the Certified Survey Map prior to signing by the Town of Vernon.
- 8. The Petitioner and/or Property Owner shall, on demand, reimburse the Town of Vernon for all costs and expenses of any type incurred by the Town in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Town for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions. Additionally, any unpaid bills owed to the Town of Vernon by the Subject Property Owner and/or Agent, for reimbursement of professional



Staff Review

fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees or forfeitures owed to the Town of Vernon must be paid on demand and prior to issuance of any permits and shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of the billing by the Town of Vernon, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town of Vernon, including possible cause for termination of the conditional approval.

EXHIBIT:

A. Petitioner Application



440 River Crest Court, Mukwonago, Wisconsin 53149 (262) 363-6420 x.2111 Office of the Village Planner

www.villageofmukwonago.com planner@villageofmukwonago.com

January 2, 2019

Fred Winchowky, Village President Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149

Re: Site Plan and Architectural Review Instrument Development Corporation/820 Swan Drive

Dear President Winchowky and Members of the Plan Commission:

Instrument Development Corporation (IDC), located on 6.6 acres at the northwest corner of Holz Parkway and Swan Drive, has submitted plans for Site Plan and Architecture Review to facilitate an expansion. IDC has a contract to purchase a 1.5-acre neighboring site that was the former location of Campbell Construction with an address of 810 Swan Drive. Both sites are zoned as M-4, Medium/Heavy Industrial District.

In addition, the submittal includes a request to the Village Board to transfer a neighboring 0.32-acre Village owned property to IDC and add a Holz Parkway ingress/egress driveway over the property. The Public Works Committee of the Committee of the Whole (Village Board) is scheduled to discuss both matters on Monday, January 7, 2019. During your meeting, I will relay the direction provided by the Village Board from the meeting. Attached to this report please find the background information provided to the Village Board about both matters.

Prior Addition

IDC operates out of two buildings on their 6.6-acre site. In 2016 IDC gained Village approval to construct a front and rear addition to the rear building. The 2,500 square foot front office addition was constructed but the proposed rear 9,900 square foot shop addition was not constructed and is not part of IDC's expansion plans at this time. Approval at that time included a potential 22 space parking lot behind the rear addition and a Storm Water Maintenance Agreement.

Current Proposal

The northern reach of the parent IDC site has steep topography, is wooded and is partially covered by a wetland and an Isolated Natural Resource Area as designated by the Southeastern Wisconsin Regional Planning Commission. However, the proposed 25,448 square foot addition to the front building, parallel to Swan Drive, is clear of any known environmental features. The existing building at 810 Swan Drive will be razed along with clearing of existing pavement/parking spaces.

New pavement and parking spaces will be installed surrounding the addition. Section 100-402 (f) (5) b. of the zoning ordinance states curb and gutter is required surrounding parking lots with more than 20 spaces. The plans do not show curb and gutter. However, the referenced section allows the Plan Commission "may waive the requirement of curb and gutter if an existing parking lot is expanded that does not have curb and gutter." The existing parking lot does not have curb and gutter, but the existing parking lots are being removed and reconstructed rather than expanded.



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With the addition, 151 parking spaces are required with 103 shown on the proposed site plan (including five handicapped parking spaces.) Since zoning standards allow the Plan Commission to reduce parking requirements by 40% if land is available to construct future parking, if needed, representatives of the applicant have requested such approval.

Building and parking (greenspace setbacks) of the addition conform to the minimum required M-4 setbacks.

Site Access

The 810 and 820 addresses each have a single driveway along Swan Drive. The IDC driveway will remain in the same location to serve the east side of the new parking lot. The current 810 driveway will be removed and replaced with a new west side driveway, providing a safer separation between driveways.

As noted earlier, IDC is requesting to construct a new driveway with Holz Parkway. During construction of the addition, the driveway is intended to process site access for truck deliveries and IDC employees. Post-construction, the driveway is intended only for employee access. Village staff recommends the proposed 24-foot asphalt drive should be designed to be wider with enough turning radii to handle truck turning movements.

The proposed driveway will cross the recently constructed portion of the Holz Parkway multi-use trail. The driveway crossing will require reconstruction of the path to provide a base and surface to handle the heavy vehicle traffic (path was not constructed to handle vehicles). Staff recommends IDC be required to enter into a Developer's Agreement to ensure complete path restoration, if the Village Board allows the new driveway.

Addition Design

The pre-cast exterior panels of the addition will continue the white and gray colors of the existing building. Addition building height of 24 feet is taller than existing IDC buildings, but well within the allowed M-4 maximum building height of 45 feet.

Building mechanical equipment will be on the roof, with electrical transformer placement behind and next to the addition.

Site Lighting

Lighting surrounding the addition is proposed to be provided by wall packs. The submitted site photometric plan shows no light spillover off the site. I requested information about the angle of the wall pack luminaire so the bulb cannot be seen from off the site, which is defined as glare and not allowed pursuant to site lighting standards.

Landscape Plan

Applicant submitted a landscape plan based on a preliminary site plan and not the proposed site plan; however, the number of plantings appears to be adequate. Existing trees on the 810 site that will be removed must be inventoried and those over 8 inch in caliper must be replaced, pursuant to the Village tree ordinance. A final landscape plan will be required with the tree inventory and with the proper base site plan.



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Storm Water Management

Between the Swan Drive right-of-way and the new parking lot a bioretention basin will be installed. A new Storm Water Maintenance Agreement will be required.

Contaminated Soil

Although not part of the proposed addition, Village staff desires to make the Plan Commission aware of a situation with contaminated soil on the site because it involves an area near the requested Holz Parkway driveway. Near the north building, a contaminated liquid was dumped that has spread under the adjacent Holz Parkway right-of-way. It is not known if it was caused by a prior tenant of the north building or by an IDC employee. Nonetheless, it is IDC's responsibility to remediate.

Staff recommends an action plan be provided of how the contaminated soil will be removed and the civil drawings must show all three monitoring wells (only one is shown).

RECOMMENDATION

The proposed addition with the surrounding parking lot conforms to M-4 setbacks, and the building design is consistent with M-4 design standards and is compatible with the existing building. Before deciding upon the merits of the proposal, the Plan Commission must consider the following points:

- a. If the Village Board, meeting as the Committee of the Whole, does not agree to the transfer of Village owned property to IDC for construction of Holz Parkway ingress/egress, then IDC representatives must inform the Plan Commission whether the decision has any impact upon the proposed site plan.
- b. Plan Commission consideration of waiving the need for curb and gutter to surround the new parking lot.
- c. Plan Commission consideration of reducing the amount of provided on-site parking spaces up to 40% of the total amount required by zoning, knowing that space exists on the site north of the north building to add parking if needed.

I recommend the following conditions of approval be adopted. The conditions of approval assume acceptance of the three points listed above.

- 1. Site Plan and Architectural Review approval for the construction of an addition of approximately 25,500 square feet along with associated site improvements on behalf of Instrument Development Corporation shall be subject to all plans and information submitted by the applicant, CJ Engineering, Anderson Ashton, Inc. and other subconsultants with all plans and information on file in the office of the Zoning Administrator. The plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged.
- 2. Pursuant to Section 100-402 (f) (5) b. of the Municipal Code (Zoning Ordinance), the Plan Commission approved a waiver to the requirement to install curb and gutter surrounding the new parking lot.



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- 3. Pursuant to Section 100-402 (b) (3) of the Municipal Code (Zoning Ordinance), the Plan Commission approved a reduction of the amount of provided on-site parking spaces. Should the Village of Mukwonago identify that additional parking spaces are needed for the entire facility, within 60 days' notice from the Village applicant shall submit application and all necessary plans for approval of the additional parking spaces. Said additional parking shall be completed within 180 days of the notice from the Village.
- 4. Prior to the issuance of a building permit to raze the building with an address of 810 Swan Drive and any other site construction to prepare the site for the addition, the following shall occur:
 - a. Submittal of and Village approval of a Certified Survey Map combining three properties; the adjacent Village owned property, 810 Swan Drive and 820 Swan Drive.
 - Final Village Board approval of transfer of adjacent Village owned land to the applicant pursuant to the terms of transfer completed by the applicant. Filing of transfer documents should occur concurrently with recording of the Certified Survey Map.
 - c. The recording of a Developers Agreement as approved by the Village Board and signed by the applicant. The Developer's Agreement shall include responsibilities of the applicant to restore the Holz Parkway multi-use trail immediately after construction of the Holz Parkway access drive, as part of the approved site plan.
 - d. The recording of a Storm Water Maintenance Agreement as approved by the Village Board and signed by the applicant. Prior to approval of the agreement, a complete storm water management plan shall be approved by the Village Engineer.
 - e. Submittal by the applicant for approval of the Village Attorney of a timeframe and sequence of events to remediate existing soil contamination.
- 5. Prior to the start of any site construction or issuance of a building permit for the addition, whichever occurs first, the following shall occur:
 - a. All final site development plans shall be consistent with the plans noted in Condition No. 1 and as modified pursuant to points listed within this Condition No. 5.
 - b. Approval of the site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox Box and notification requirements, internal fire suppression, external fire department connection location and hydrant locations.
 - c. Approval of the site construction plans by the Utilities Director, especially approval of construction drawings of new Village sanitary sewer and/or water supply connections to the addition, along with proper abandonment of existing connections no longer needed.
 - d. Approval of building plans by the Supervisor of Inspections after receipt of approval of building plans by the State of Wisconsin.
 - e. The Supervisor of Inspections, the Utilities Director, the Public Works Director and the Village Engineer shall approve all site engineering and utility plans and documents, including a complete Erosion Control Plan.
 - f. Approval by the Zoning Administrator of a dumpster enclosure detail, final landscape plan and final site lighting plan. The final landscape plan shall include an inventory and remediation plan if needed, of existing trees to be removed, pursuant to Section 34-146 of the Village Municipal Code.
 - g. Approval of building plans shall include appropriate locations of the external mechanical equipment to be placed hidden from view from neighboring properties, as approved by the Zoning Administrator.
 - h. Approval of directional, no parking signs and other on-site traffic control signs locations by the Police Chief, which also may include pavement markings.



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- 6. Furthermore, in addition to the requirements within Condition #5, before any site construction all Village Department Heads shall verify in writing they have approved the final plans and drawings within their purview; a pre-construction meeting shall be held with the applicant's representatives and contractors, and Village Department Heads and representatives; and all required fees owed by the applicant shall be paid to the Village.
- 7 Prior to temporary occupancy issuance, and if needed prior to final occupancy permit, the following shall occur:
 - a. Completion of all site grading in accordance with submitted and approved plans.
 - b. Completion of the building in accordance with approved plans and all applicable codes.
 - c. Completion of paving of driveways and parking lots, including parking space pavement markings and all other pavement markings including handicapped parking signs, and installation of on-site traffic control signs.
 - d. Completion of all utility connections.
- 8. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit, the following shall occur:
 - a. Completion of all items required in Condition No. 5.
 - b. Installation of dumpster enclosure, site lighting and site landscaping, as shown on approved plans.
- 9. All on-site signs (freestanding and wall signs) shall be approved by separate review and permit.

I appreciate the opportunity to assist the Village with review of this proposal. Should questions arise, please feel free to contact me.

Sincerely,

n 1Km 1

Bruce S. Kaniewski, AICP Village Planner/Zoning Administrator

IDC Request for Land Transfer and Holz Parkway Access



Green—Proposed 0.32 acres to be transferred from Village ownership Yellow—Parent IDC property Red—IDC expansion property Purple Line—Proposed Holz Parkway Access Drive









CONSTRUCTION SCHEDULE

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS. 2. INSTALL CONSTRUCTION EXIT BY FILLING EXISTING DITCH AND REMOVING EXISTING ENTRANCE AND REGRADING SWAN DRIVE DITCH. PROVIDE TEMPORARY OR PERMANENT STABILIZATION.

- 3. INSTALL HAYBALE DITCH CHECKS ALONG SWAN DRIVE. 4. INSTALL OFFSITE DRAINAGE BYPASS SWALE. PROVIDE TEMPORARY OR PERMANENT STABILIZATION ALONG WITH HAYBALE DITCH CHECKS. 5. RAZE EXISTING BUILDING AND PAVEMENT AND REMOVE OFFSITE. 6. INSTALL SEDIMENT BASIN (FUTURE BIORETENTION BASIN):
- A. THE AREA OF THE BIO-RETENTION BASIN WILL BE USED AS A SEDIMENTATION BASIN DURING CONSTRUCTION. DO NOT INSTALL DRAINTILE, AGGREGATE OR ENGINEERED SOIL AT THIS STAGE. B. ROUGH GRADE BASIN TO BOTTOM ELEVATION OF 807.0 AND INSTALL BASIN STANDPIPE AND 12" OUTLET PIPE AND RIP RAP ON FABRIC. PROVIDE TEMPORARY STABILIZATION. 7. ROUGH GRADE BUILDING AREA.
- 8. BEGIN BUILDING CONSTRUCTION. 9. INSTALL PROPOSED UTILITIES. INSTALL INLET GRATE SCREENS AND OUTLET PROTECTION 10. INSTALL BASE COURSE OF PAVEMENT.
- 11. AT ANY TIME, INSTALL PROPOSED ENTRANCE DRIVE OFF OF HOLZ DRIVE WITH CULVERT AND HAYBALE DITCH CHECK. 12. INSTALL BIORETENTION BASIN: INSTALL AGGREGATE, 6" DRAIN TILE, ENGINEERED SOIL AND PLANTINGS. PROVIDE FINAL STABILIZATION OF BASIN SIDE SLOPES THAT INCLUDE SEEDING AND MATTING.
- 13. FINAL GRADING OF SLOPES, TOPSOIL, CRITICAL SLOPES (ALL SLOPES 5:1 OR GREATER); VEGETATE AND MULCH/MAT ALL FINAL DISTURBED ARFAS
- AREAS. 14. ALL EROSION CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL, NEEDED REPAIRS WILL BE PERFORMED IMMEDIATELY. 15. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND VEGETATE THE DISTURBED AREAS. 16. ESTIMATED TIME BEFORE FINAL STABILIZATION – 9 MONTHS.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/2" RUNOFF-PRODUCTION RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.

2. SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE WHEN IT BECOMES ABOUT 0.5 FT. DEEP AT THE FENCE. THE SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.

3. ALL SEEDED AREAS WILL BE WATERED, FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE

4. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH DAY.



. TAPER BOTTOM OF BAG TO MAINTAIN THREE INCHES OF CLEARANCE BETWEEN THE BAG AND THE STRUCTURE, MEASURED FROM THE BOTTOM OF THE OVERFLOW OPENINGS TO GHT STRUCTURE WALL. 2. GEOTEXTILE FABRIC TYPE FF FOR FLAPS, TOP AND BOTTOM OF OUTSIDE OF FILTER BAG. FRONT, BACK AND BOTTOM OF FILTER BAG BEING ONE PIECE. FRONT LIFTING FLAP IS TO BE USED WEN REMOVING AND MAINTAINING FILTER BAG. 4. SIDE FLAPS SHALL BE A MAXIMUM OF TWO INCHES LONG. FOLD THE FABRIC OVER AND REINFORCE WITH MULTIPLE STITCHES. 5. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2"X4". THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

MAINTENANCE NOTES: 1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.



G EROSION MATTING

NOTES:

AFTER FINISH OR FINAL GRADING AND TOPSOILING, PROVIDE CLASS I, TYPE B EROSION MAT PER 'WISDOT EROSION CONTROL PAL' (OR EQUAL) IN ALL ROADSIDE DITCHES, DEFINED SWALES, SIDE SLOPES, BERMS AND ALL OTHER SLOPES 4:1 OR GREATER. INSTALL PER MANUFACTURERS SPECIFICATIONS.

	GRA	PHIC S	CALE	
40	Ŷ	20	40	80

1 inch = 40 ft

WINTER CONDITIONS

DURING WINTER CONSTRUCTION (NOVEMBER 1 TO MAY 1), CONTRACTOR TO PROVIDE TYPE B SOIL STABILIZER, POLYACRYLAMIDE (PAM) PER LATEST WDOT PAL (UPDATED 11/2/2017) ON ALL DISTURBED AREAS THAT ARE NOT TO BE DISTURBED BEYOND 7 DAYS. CONTRACTOR TO INSTALL PAM PER WDNR TECHNICAL STANDARD 1050 AND THE MANUFACTURERS SPECIFICATIONS.

TEMPORARY STABILIZATION METHODS

DURING GROWING SEASON (MAY 2 - OCTOBER 31) TEMPORARY SEEDING (COVER CROP) TO BE USED FOR TEMPORARY STABILIZATION DURING SITE CONSTRUCTION.

Species	Lbs/Acre	Percent Purity
Dats	131	98
Cereal Rye	131*	97
Vinter Wheat	131*	95
nnual Ryearass	80*	97

LAND APPLICATION OF ADDITIVES:

DURING NONGROWING SEASON (NOVEMBER 1 - MAY 1) CONTRACTOR TO PROVIDE TYPE B SOIL STABILIZER DURING SITE CONSTRUCTION. STABILIZER TO BE POLYACRYLAMIDE (PAM) PER LATEST WDOT PAL (UPDATED 11/2/2017) - SEE WDNR TECHNICALSTANDARD 1050.

STABILIZATION SHOULD BE COMPLETED WITHIN 7 DAYS OF ESTABLISHING FINAL GRADE OR THAT WILL OTHERWISE EXIST FOR MORE THAN 14 DAYS.

SITE DEWATERING

DEWATERING TO CONFORM WITH WDNR CONSERVATION PRACTICE STANDARD 1061. THE SITE HAS HIGH GROUND WATER SO THERE IS THE POTENTION FOR SITE DEWATERING. ALL PUMPED EFFLUENT FROM DEWATERING OPERATIONS (TRENCH DEWATERING OR OTHERWISE) SHALL BE DISCHARGED TO A GEOTEXTILE FILTER BAG CONFORMING TO WONR CONSERVATION PRACTICE STANDARD 1061. THE GEOTEXTILE BAG SHALL BE PLACED ON A VEGETATED/STABILIZED GROUND

NOTE

DISTURBED AREA = 92,730 S.F. (2.129 ACRES)



EROSION CONTROL PRACTICES SCHEDULE

- (1) INLET GRATE SCREEN
- 2 OUTLET PROTECTION
- (3) EROSION MATTING
- (4) CONSTRUCTION EXIT
- (5) HAYBALE DITCH CHECK





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CJE NO.: 1615-02R4 DECEMBER 06, 2018

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SHEET 3 OF 3



ZONED:

MIN. BUILDING SETBACKS (FT):

PAVING SETBACKS (FT):

MAX. BUILDING HEIGHTS (FT):

PROPOSED BUILDING AREA: EXISTING BUILDINGS AREA: SIDEWALK-CONCRETE AREA: EXISTING SIDEWALK-CONCRETE AREA; PAVED AREA: GREEN SPACE AREA: TOTAL LOT AREA:

PARKING STALLS:

TOTAL STALLS REQUIRED: TOTAL ACCESSIBLE STALLS REQUIRED: TOTAL STALLS PROPOSED: TOTAL ACCESSIBLE STALLS PROPOSED:









- BOTTOM OF DECK: 16'-3 1/4" BOTTOM OF JOIST/TRUSS: 14'-5"

A B C E CONFER≢NCE ROOM



















ISOMETRIC



	REVISIONS
NORTH ELEVATION RENDERING	
WEST ELEVATION RENDERING	ADDERSON- ASHTON, INC. DESIGN / BUILD 2746 South 166th Street New Berlin, WI 53151 Phone: (262) 786-4640 WWW.ANDERSONASHTON.COM
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Instrument Development Corp. 820 Swan Dr. Mukwonago, WI 53149 262-363-7307 Fax 262-363-2100/7015 www.idcwi.com

December 5, 2018

Mukwonago Planning Commission,

In 1988, Instrument Development Corp (IDC) was founded by the Sinnett brothers and was one of the first tenants in Mukwonago's McKenzie Drive industrial park. IDC is a light manufacturing company which manufactures components for the defense and aerospace industries. The products our men and women manufacture continuously defend freedom around the world. IDC's core capability is ultra-precision CNC machining, whereas we have a unique and specialized workforce that makes small to medium size parts with extremely close and critical tolerances. We specialize in parts the "other guys" can't make.

IDC is a key partner to our customers and as such has experienced significant growth with continued growth expected. IDC currently employees 118 men and women, Monday through Friday, across (3) three shifts. Normal business (office) hours are Monday through Friday 7:00AM to 4:30PM.

With the planned growth through strategic partnerships with our customers, IDC's current 37,000 sq-ft facility no longer supports our capacity needs and ability to meet growing customer demands. In an effort to meet these demands, IDC will require additional space for CNC equipment and employees, where we are proposing to add on 25,000 sq-ft. In parallel with the facility improvement, IDC is seeking to hire roughly (10) ten manufacturing employees per year for the next 3 years. This would bring the total head count to roughly 150 employees by 2022.

The current expansion plans are being represented on behalf of IDC by Anderson Ashton.

Regards,

Matt

Matt Gluszcz

Chief Operating Officer





Instrument Development Corp. 820 Swan Dr. Mukwonago, WI 53149 262-363-7307 Fax 262-363-2100/7015 www.idcwi.com

December 5, 2018

Village of Mukwonago Board of Trustees,

In 1988, Instrument Development Corp (IDC) was founded by the Sinnett brothers and was one of the first tenants in Mukwonago's McKenzie Drive industrial park. IDC is a light manufacturing company which manufactures components for the defense and aerospace industries. The products our men and women manufacture continuously defend freedom around the world. IDC's core capability is ultra-precision CNC machining, whereas we have a unique and specialized workforce that makes small to medium size parts with extremely close and critical tolerances.

IDC is a key partner to our customers and as such has experienced significant growth with continued growth expected. IDC currently employees 118 men and women, Monday through Friday, across (3) three shifts. Normal business (office) hours are Monday through Friday 7:00AM to 4:30PM. IDC is seeking to hire roughly (10) ten manufacturing employees per year for the next 3 years. This would bring the total head count to roughly 150 employees by 2022.

With the planned growth through strategic partnerships with our customers, IDC's current 820 Swan Drive, 37,000 sq-ft facility no longer supports our capacity needs and ability to meet growing customer demands. In an effort to meet these demands, IDC will require additional space for CNC equipment and employees, whereas we are proposing to add on 25,000 sq-ft by acquiring the property located directly to the west at 810 Swan Drive.

Instrument Development Corp requests the Village of Mukwonago 0.3157-acre property at the northwest corner of Holz Parkway and Swan Drive (Taxkey: MUKV1969996004) ownership be transferred to IDC in order to be included in the overall 820 Swan Drive site development. The Village owned land is vital for expansion needs by offering our employees a second entrance to the campus. Currently with only one entrance, there is a safety concern in the event that entrance is blocked. IDC makes this request with the understanding that the land ownership may be transferred over to the developer. IDC (or future owner) would accept required right-of-way and utility easements.

Thank you for your consideration.

Regards,

Matt

Matt Gluszcz Chief Operating Officer





Committee/Board:	Public Works Committee
Topic:	Consider Request of Instrument Development Corporation to Acquire 0.3157-Acre Village Owned Property at Northwest Corner of Holz Parkway and Swan Drive (MUKV1969996004)
From:	Bruce Kaniewski, Village Planner
Department:	Planning
Presenter:	Bruce Kaniewski
Date of Committee Action (if required):	January 7, 2019
Date of Village Board Action (if required):	Potential final approval of land transfer at a future date

Information

Subject: Instrument Development Corporation (IDC), 820 Swan Drive, has submitted application for Site Plan and Architectural Review to expand westward onto the former Campbell Construction property. Plan Commission review is expected to occur on January 8th. Before commission review, both IDC and Village staff seek Committee of the Whole direction regarding IDC's request to construct a driveway for ingress/egress with Holz Parkway. See the proposed location on the attached map.

Background Information/Rationale: Before Holz Parkway was constructed during the late 1990's, the Village owned a strip of land extending from Fox Street (CTH ES) as access southward to the Waste Water Treatment Plant. Village staff assumes the subject property is a remnant of the access. Village staff agrees the subject property is no longer needed for a public purpose, but easements must be provided for utilities under the site.

Key Issues for Consideration: A companion matter for Committee of the Whole consideration is IDC's request to add a Holz Parkway driveway with the addition which will cross the subject property.

Fiscal Impact: Based on the 2018 assessed land value of the current IDC site, the 0.3157-acre site should add \$14,200 to the tax base. Staff suggests the Village sell the land to IDC for a minimal cost, such as \$100; however, IDC should be responsible for cost of a title search, professional fees of Village staff to facilitate the transfer, and closing costs.

Requested Action by Committee/Board: Motion to direct staff to proceed with the transfer of MUKV1969996004 from Village ownership to the IDC ownership group, subject to (1) receipt of a title search indicating clear title; (2) IDC agrees to cover cost of Village professional fees, title search and closing costs; (3) land transfer includes an utility easement document; (4) IDC agrees to combine the property with their parent and expansion properties via a Certified Survey Map; (5) soil contamination within Village right-of-way via IDC is resolved; and (6) final approval of the transfer by the Village Board.

Attachments IDC letter of request and location map



AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works Committee
Topic:	Consider Request of Instrument Development Corporation to
	add a Holz Parkway Driveway
From:	Bruce Kaniewski, Village Planner
Department:	Planning
Presenter:	Bruce Kaniewski
Date of Committee Action (if required):	January 7, 2019
Date of Village Board Action (if required):	NA

Information

Subject: Instrument Development Corporation (IDC), 820 Swan Drive, has submitted application for Site Plan and Architectural Review to expand westward onto the former Campbell Construction property. Plan Commission review is expected to occur on January 8th. Before commission review, both IDC and staff seek Committee of the Whole direction regarding IDC's request to add a Holz Parkway driveway with approval of their site plan. See the proposed location of the driveway on the attached map.

Background Information/Rationale: IDC currently has one ingress/egress point along Swan Drive, and proposes to add a second Swan Drive driveway with the expansion. IDC intends the Holz Parkway driveway to be utilized for truck deliveries during construction, and for improved site circulation for employee ingress/egress post-construction.

Key Issues for Consideration: A companion matter for Committee of the Whole consideration is IDC's request to acquire adjacent Village owned property over which the driveway will be constructed. The Village Board must be aware that if the driveway is allowed, any remaining slim opportunity for a future jurisdictional transfer with WDOT will likely be eliminated with the additional driveway located about 380 feet, center line to center line, north of the intersection of Holz Parkway and Swan Drive.

Fiscal Impact: NA

Requested Action by Committee/Board: Motion to concur with the Holz Parkway driveway, subject to further review of the Site Plan approval by the Plan Commission and the Village Board.

Attachments IDC letter of request and location map Village of Mukwonago 440 River Crest Court, P.O. Box 206 Mukwonago, WI 53149 Phone: (262) 363-6420 Fax: (262) 363-6425 www.villageofmukwonago.com

VILLAGE OF MUKWONAGO SITE PLAN, ARCHITECTURAL, AND PLANNED UNIT DEVELOPMENT (PUD) APPLICATION Application Fee: Below

Date Submitted: 12/16/18

FEES

(Please check one)

- □ Minor Site Plan (Buildings less than 600 sq. ft.): \$135.00 plus \$.02 per sq. ft.
- □ Site Plan and/or Architectural Review: \$250.00 plus \$.02 per sq. ft.
- Conceptual Site Plan and/or Architectural Review: \$200.00 plus \$.02 per sq. ft.
- Planned Unit Development (PUD) Review: \$185.00 plus \$25.00/unit
 Resubmittal of or Amendment to Site Plan and Identified and Identi
- Resubmittal of or Amendment to Site Plan and/or Architectural Review: \$200.00

CONTACTS

Zoning and Planning Department Contact: Bruce Kaniewski Phone: (414) 339-4105 Fax: (262) 363-6425 Email: planner@villageofmukwonago.com

GUIDELINES

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago. The application packet must be filed with the Village Clerk <u>at least 30 days prior to the meeting</u> of the Planning Commission at which action is desired. The Plan Commission meets on the second Tuesday of each month at 6:30 p.m.

Materials listed below must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 100 Article IX. Section 100-601(f) and other pertinent sections of Village ordinances, and, as necessary, to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal preliminary staff review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms.

 Mail completed applications to:
 Village Planner

 ATTN: Site Plan/Architectural Plan/Planned Unit Development

 PO Box 206

 Mukwonago, WI 53149

 Deliver to:
 Village Clerk's Office

 440 River Crest Court

 Email to:
 planner@villageofmukwonago.com

Complete, accurate and specific information must be entered. Please Print.

APPLICANT (Full Legal Name)

Name: Jussph Schaffer	
Company: Instrument Developmen	it Comp
Address: <u>820 Swan Dr</u>	City: Mulewones State: (1) 7: 5240
Daytime Phone: <u>262-363-7307</u>	Fax: 262 - 363 - 2100
E-Mail: Jechaffer & monument - Capital - u	, yoq
APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: Mathew Mehring			
Company: Hunderson Ashton Jne			
Address: 2746 5 166 4 57	City: New Berlin	State: LJT	Zip: JJ Zip
Daytime Phone: 262 - 786 - 4640	Fax:		
E-Mail: mmehring e underdon adhton.	· COM		

ARCHITECT

Name: Steve Wagner	
Company: Anderson Ashton Inc	
Address: 2746 5 166 57	City: New Berlin State: (1) + Zip: J310-
Daytime Phone: _262-786-4640	Fax:
E-Mail: <u>Swagner & anderson ash tun.</u>	com

PROFESSIONAL ENGINEER

Name: CJ Engineering - Chris	Juekson
Company:	
Address: 9205 W Center St	City: Milwanker State WI Zip: 5323.2
Daytime Phone: 114 - 443 - 1312 - 24 222	Fax: 414-443-1317
E-Mail: chris Q cj - engineering - co.	én

REGISTERED SURVEYOR

Name: Capital Survey Enterp	viles - Mike Benry
Company:	• • • • • • • • • • • • • • • • • • •
Address: 220 Regency et	City: Brosk field State State Zip: 530 45
Daytime Phone: <u>262-786-6600</u>	Fax: 414 - 786 - 6608
E-Mail: milkeb @ capitolsurvey - com	

CONTRACTOR

Name: Bill Mathews	
Company: Anderson Ashton Inc	
Address: 2746 5 166 4 5+	City: Alew Berlin State: WI Zip: 53/17
Daytime Phone: <u>262-786-4640</u>	Fax:
E-Mail: bmatthews & anderson auton - a	sion

PROPERTY INFORMATION

Property Owner (s) (if different from applicant): $Keoin$	Sinnett		
Address: 820 Swam Dr	City: Muk won by	Statent	Zip: 53140
Daytime Phone: 21.2 - 363 - 73 07	Fax:		
E-Mail:			
Present Zoning: M-H Tax Key No(s).: M	4×1970987		·····
Location/Address: <u>820 Swam Dr</u>			
Present Use: parts manufacturing	Intended Use: <u>Same</u>		

PROCEDURAL CHECKLIST FOR SITE PLAN/ARCHITECTURAL PLAN/PUD REVIEW AND APPROVAL

Submittals for review must include and be accompanied by the following:

Application:

- Completed application form including the procedural checklist.
- □ Application fee: See page 1.
- □ Agreement for Reimbursable Services (separate application).

Other Documents:

- Five(5) complete sets of Application and materials, in addition to the original, for Village of Mukwonago review.
- Project Summary: Please attach a statement detailing the reasons and background for this request including: details of proposal, services provided, wares sold, plans and hours of operation, number of employees, frequency of customer visits, frequency of deliveries to site, description of any interior/exterior modifications or additions to be made to property, any outside storage (dumpsters, trucks, materials...), number of parking stalls, screening/buffer type, any other information available. *PLEASE EXPLAIN IN DETAIL.*
- Electronic Submittals are required. Email (or CD ROM) with all plans and submittal materials in Adobe PDF to <u>planner@villageofmukwonago.com</u>.
- Any additional information as determined by Village staff.
 - Upon receipt of a complete submittal, staff review will be conducted within ten business days.
 - All Site Plan, Architectural, and Planned Unit Development review requests require Plan Commission review and Village Board approval.

CERTIFICATION

Applicant hereby certifies that:

- All of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.
- Affirms that no Village of Mukwonago elected or appointed official or employee has a proprietary interest in the above referenced property for which this applications being filed (except as stated below under "Exceptions").
- None of the above referenced individuals has been promised or given any contract for consultation, planning or construction in relation to this project (except as stated below under "Exceptions").
- 4. Applicant has read and understands all Information in this packet.

Applicant further understands the policies of the Village regarding change of zonings and property development. Conditions of the resolution regarding all approvals are strictly followed. Certificates of Occupancy are not given until all conditions of approval have been met

By the execution of this application, applicant hereby authorizes the Village of Mukwonago or its agents to enter upon the property during the hours of 7:00 am to 7:00 pm daily for the purpose of inspection. Applicant grants this authorization to enter even if this land has been posted against trespassing pursuant to Section 943.13 WI Stats.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below, if more than one, all of the owners of the property must sign this Application).

Signature - Property Owne

NAT

Matthew Mehrin precident Name & Title (PRINT)

12/0/18 Date

Signature - Property Owner

Name & Title (PRINT)

Name & Title (PRI)

Signature - Applicant's Representative

Name & Title (PRINT)

Date

Date

Date

Date Paid	Receipt #
Plan Commission Date(s)	Village Board Date(s)
Escrow Required? 🖸 Yes 🛛 🖓 INO	Escrow Amount
Plan Commission Disposition	
Village Board Disposition	



440 River Crest Court, Mukwonago, Wisconsin 53149 (262) 363-6420 x.2111 Office of the Village Planner

www.villageofmukwonago.com planner@villageofmukwonago.com

January 3, 2019

Fred Winchowky, Village President Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149

Re: Site Plan and Architectural Review Proposed Retail Building/Southwest corner of STH 83 and Wolf Run

Dear President Winchowky and Members of the Plan Commission:

Ryan J. Baeten, PE, of Endpoint Solutions Corp., on behalf of property owner C & H Wolf Run, LLC, has submitted application for Site Plan and Architectural Review approval to construct a 3,000 square foot retail building at the southwest corner of STH 83 and Wolf Run. The 0.44-acre site is zoned as B-2, General Business District. The permitted retail building is intended to be occupied by a Verizon store.

This proposal of a one-story building on a small lot is straight-forward. The building conforms to the minimum B-2 street and side yard setbacks of 10 feet and rear yard setback of 30 feet. The required vision corner is provided. The building exceeds the B-2 minimum building square footage of 2,000 square feet. Because of the small development size, a full storm water management plan and agreement is not required, but storm water flow has been accounted for within submitted plans along with a required erosion control plan. In response to staff comments, an updated landscape plan has been submitted that conforms to minimum requirements.

Site Access and Parking

The current east side driveway of the neighboring Monarch Center (one-story office building) is partially on the subject site. The proposed site plan shares the access. The applicant has gained prior Village Board approval to open the Wolf Run median to provide full access to the site. During review of this proposal, the Police Chief recommends the installation of specific directional signs on both sides of the median opening. In addition, the Fire Chief and Village Engineer requested a large vehicle turning template to ensure the Wolf Run drive approach can accommodate emergency and delivery vehicle turning movements. From the submitted template, it appears the Wolf Run driveway approach must be widened to allow exiting vehicles to turn into the proper lane.

Parking standards of the zoning ordinance allow shared access without providing for the required parking lot/greenspace setback of 10 feet in B-2. The other three sides of the site conform to the parking/greenspace setback. The east end of the parking lot extends over a 20-foot Village utility easement. Utility and public works staff states there are no utilities within the easement and no utilities are planned to be within the easement; therefore, encroachment of the parking lot over the easement can be allowed.

Twelve parking spaces are required, and 12 parking spaces are provided which includes one handicapped parking space. Pursuant to Section 100-402 (f) (5) b. of the zoning ordinance, installation of curb and gutter surrounding the parking lot is not required for a parking lot with less than 20 spaces, although a raised formal building entrance plaza and curbed landscape islands will provide the appearance of curb and gutter surrounding most of the parking lot.



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www.villageofmukwonago.com planner@villageofmukwonago.com

Building Design

The 22-foot-tall one-story building will have one ingress/egress doorway facing the interior of the site. All sides of the building will be clearly visible, meaning that all sides are similarly designed. Black standard sized brick providing the wainscot course and pewter thin brick covering the majority of the exterior walls will be the main building materials. Gray EIFS—Dryvit, gray metal trim and gray canopy fabric are the proposed accent building materials. The applicant has submitted building material samples which will be available for review by the Commission.

Dumpster Enclosure

Applicant proposes placing the dumpster enclosure at the end of the shared driveway, crossing over the property line. While the zoning ordinance is silent regarding dumpster enclosure setbacks, I suggest the Plan Commission agree to the shared location under the same concept as shared parking and access—it is an efficient use of land.

Pewter colored structural brick matching the pewter brick of the building will be the exterior of the enclosure.

Site Lighting

Three pole light locations are proposed with the typical retail duel luminaire flat shoe box design. Six building wall lights are proposed. The submitted site photometric plan exhibits slight light spillover into the adjacent right-of-ways and into the neighboring properties to the west and south. Light spillover to the west is not a concern due to the shared driveway; however, I do not desire to set a precedent in allowing light spillover to the south.

I recommend the applicant submit a final lighting plan showing zero light spillover to the south and provide verification that the total height of the light pole, base and luminaire is 23 feet as indicated on the photometric plan. I believe a slight modification of the location and orientation of pole light G-3 might eliminate the southern spillover.

RECOMMENDATION

The proposal with the surrounding parking lot conforms to B-2 setbacks, and the building design is consistent with B-2 architectural standards. Therefore, I recommend approval with the conditions of approval as listed below

- 1. Site Plan and Architectural Review approval for the construction of an addition of a 3,000 square feet retail building with associated site improvements at the southwest corner of STH 83 and Wolf Run shall be subject to all plans and information submitted by the property owner, Endpoint Solutions, Schroeder Holt Architects and other subconsultants with all plans and information on file in the office of the Zoning Administrator. The plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged.
- 2. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the applicant and/or property owner shall submit to the Village Zoning Administrator written concurrence



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from the neighboring property owner regarding shared access and the shared dumpster enclosure location.

- 3. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the applicant and/or property owner shall sign the agreement with the Village allowing the owner to construct the Wolf Run median opening.
- 4. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the following shall occur:
 - a. All final site development plans shall be consistent with the plans noted in Condition No. 1 and as modified pursuant to points listed within this Condition No. 4.
 - b. Approval of the site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox Box and notification requirements, internal fire suppression, external fire department connection location and hydrant locations.
 - c. Approval of the site construction plans by the Utilities Director, especially approval of construction drawings of new Village sanitary sewer and/or water supply connections to the building.
 - d. Approval of building plans by the Supervisor of Inspections after receipt of approval of building plans by the State of Wisconsin.
 - e. The Supervisor of Inspections, the Utilities Director, the Public Works Director and the Village Engineer shall approve all site engineering and utility plans and documents, including a complete Erosion Control Plan.
 - f. Approval by the Zoning Administrator of the final landscape plan and final site lighting plan.
 - g. Approval of building plans shall include appropriate locations of the external mechanical equipment to be placed hidden from view from neighboring properties, as approved by the Zoning Administrator.
 - h. Approval of directional, no parking signs and other on-site traffic control signs locations by the Police Chief, which also may include pavement markings.
- 5. Furthermore, in addition to the requirements within Condition #4, before any site construction all Village Department Heads shall verify in writing they have approved the final plans and drawings within their purview; a pre-construction meeting shall be held with the applicant's representatives and contractors, and Village Department Heads and representatives; and all required fees owed by the applicant shall be paid to the Village.
- 6. Prior to temporary occupancy issuance, and if needed prior to final occupancy permit, the following shall occur:
 - a. Completion of all site grading in accordance with submitted and approved plans.
 - b. Completion of the building in accordance with approved plans and all applicable codes.
 - c. Completion of paving of driveways and parking lots, including parking space pavement markings and all other pavement markings including handicapped parking signs, and installation of on-site traffic control signs.
 - d. Completion of all utility connections.
- 7. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit, the following shall occur:



440 River Crest Court, Mukwonago, Wisconsin 53149 (262) 363-6420 x.2111 Office of the Village Planner

www.villageofmukwonago.com planner@villageofmukwonago.com

- a. Completion of all items required in Condition No. 6.
- b. Installation of dumpster enclosure, site lighting and site landscaping, as shown on approved plans.
- 7. All on-site signs (freestanding and wall signs) shall be approved by separate review and permit.

I appreciate the opportunity to assist the Village with review of this proposal. Should questions arise, please feel free to contact me.

Sincerely,

- 1Kmit

Bruce S. Kaniewski, AICP Village Planner/Zoning Administrator





Cellular Sales Plan of Operation

To whom it may concern:

Cellular Sales is the largest retailer for Verizon Wireless in the United States. We operate 739 stores across 41 states and Mukwonago will be our 7th store to open in Wisconsin. We exclusively sell Verizon Wireless products and services. Everything from the latest smartphones and plans to cutting edge accessories and device protection. Our hours of operation will be Monday through Saturday, 9am-9pm and Sunday 11am-6pm and we will be staffing the stores with approximately 12 local area representatives.

Our goal is to always provide a premium customer experience and be the most professional wireless sales team our clients have ever encountered. By doing so, we are able to achieve sustainable success and are looking forward to rapid expansion across Wisconsin while engraining ourselves in each community in which we establish ourselves.

 INDICATES FOUND 1" IRON PIPE INDICATES FOUND CHISELED CROSS SANITARY MANHOLE SANITARY CLEANOUT OR VENT SEPTIC TANK ACCESS COVER M.I.S. MANHOLE UNKNOWN MANHOLE UNKNOWN MANHOLE STORM MANHOLE INLET (SQUARE) INLET (SQUARE) CURB INLET STORM SEWER END SECTION MATER VALVE MATER VALVE MATER VALVE MATER SERVICE CURB STOP WELL HEAD STAND PIPE WALL INDICATOR VALVE YOST INDICATOR VALVE WALL INDICATOR VALVE MALL INDICATOR VALVE MARSH MALBOX MARSH FLEEPHONE MANHOLE MARSH FLECTRIC MANHOLE MARSH MARSH MARSH MARSH FLECTRIC MANHOLE MARSH MARSH

101 10.9620

GRAPHIC SCALE (IN FEET)

1 inch = 30 ft.

PARCEL 3 7614



ALTA/NSPS LAND TITLE SURVEY

CLIENT C & H Wolf Run LLC.

SITE ADDRESS

Wolf Run Road and South Rochester Street, Village of Mukwonago, Waukesha County, Wisconsin.

LEGAL DESCRIPTION

Parcel 1 of Certified Survey Map No. 7614, recorded February 23, 1995 in Volume 65 of Certified Survey Maps on pages 89-91, as Document No. 2024733, being a redivision of Parcel 3, C.S.M. #6333 being located in the Northeast 1/4 of the Southwest 1/4 of Section 36, Town 5 North, Range 18 East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to C.S.M. No. 7614, in which the West line of the SW 1 /4 bears N00°45'54"E.

TITLE COMMITMENT

This survey was prepared based on Chicago Title Insurance Company Commitment No. CO-6972 Revision A, effective date of November 15, 2017 which lists the following easements and/or restrictions from schedule B-II:

1,5, 6, 7, 8 & 10 visible evidence shown, if any.

2, 3, 4, 9, 12 & 17 not survey related.

Exception 13 intentionally omitted

- 10. Rights of the public in so much of the Land affected by Ordinance adopted by the Board of Supervisors of Waukesha County on June 18, 1954, and approved by the various towns in said county, establishing the width of S.T.H. "83" at 120 feet, and ordaining that said highway be widened to the width so established, together with rights of the public in that portion of said Land lying within the limits of the road and not affected by said ordinance. A notice and plat, etc. in said matter was filed and recorded on April 18, 1957, as Document No. 1. Affects property by location, general in nature can not be plotted.
- 11. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to The Milwaukee Electric Railway and Light Company, for utility purposes, recorded on October 21, 1929, as Document No. 169346. Affects property by location, general in nature can not be plotted.
- 12. Recitals as shown on Certified Survey Map No. 6333 recorded on December 13, 1990, as Document No. 1625793, and corrected by Affidavit recorded February 6, 1991 as Document No. 1633085, which among other things recites access restrictions and notes. Affects property by location, shown.
- 14. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, for utility purposes, recorded on January 28, 1992, as Document No. 1701070. Affects property by location, shown.
- 15. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the Village of Mukwonago, a Wisconsin municipal corporation, for storm sewer purposes, recorded on July 16, 1993, as Document No. 1861381. Affects property by location, shown.
- 16. Recitals as shown on Certified Survey Map No. 7614 recorded on February 23, 1995, as Document No. 2024733, which among other things recites access restrictions, ingress/egress & parking easement, water main easement and notes. Affects property by location, shown.

TABLE "A" ITEMS

11. Utility lines are shown from visible surface evidence, municipal plans and from plans and markings provided by Diggers Hotline, the One-call Utility Marking System (Wisconsin Statute 182.0175), Ticket Number 20175100469. This survey represents the underground utilities that participated with the request and were marked on the time of the survey. Additional utilities may exist, but were non-responsive to the request.

PARKING SPACES

There are 0 regular parking spaces and 0 handicap space marked on this site.

FLOOD NOTE

According to the flood insurance rate map of the County of Waukesha, Community Panel No. 5504760427G, effective date of November 5, 2014, this site falls in AE (Base Flood Elevations determined).

MUNICIPAL ZONING

Municipal Code: Sec. 100-152.

Site is zoned: B-2 (General Business)

- Minimum Street Yard Setback: 10 feet, per 10 feet of greenspace
- Minimum Interior Side Yard Setback: 10 feet, per 10 feet of greenspace

Minimum Rear Yard Setback: 30 feet, per 10 feet of greenspace Maximum building height: 35 feet

LAND AREA

The Land Area of the subject property is 18,968 square feet or 0.44 acres.

TO:

C&H Wolf Run LLC Chicago Title Insurance Company

Date of Map: December 27, 2017.

Date

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(c), 8, 9, 11, 20 and 22, 16 Table A thereof. The field work was completed on December 22, 2017. MILWAUKEE



Professional Land Surveyor **Registration Number S-1316**



234 W. Florida Street 414-224-8068 Milwaukee, WI 53204 www.chaputlandsurveys.com

Revision description

This document is an instrument of professional service, and may be protected by the

surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties.

Drawing No. 2767-CJD

PROJECT TEAM:

OWNER:

Cellular Sales 9040 Executive Park Drive Knoxville, TN 37923 TEL: (540) 209-2487 email warren.keays@cellularsales.com ATTN: Warren Keays

ARCHITECT

SHA, LLC 311 E. Chicago, Suite 310 Milwaukee, WI 53202 TEL: (414) 276-1760 email bborelli@sha-a2k.com ATTN: Brooke Borelli

GENERAL CONTRACTOR/DEVELOPER:

Campbell Construction 461 River Crest Ct. Mukwonago, WI 53149 TEL: (262) 436-4760 email jay@campbellconstructionbbg.com ATTN: Jay Campbell

GENERAL NOTES:

- I. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE AND BECOME FAMILIAR WITH THE SITE CONDITIONS.
- 2. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO BEGINNING ANY WORK. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. DO NOT SCALE DRAWINGS.
- 3. REFER TO THE SOILS REPORT FOR SUBSURFACE CONDITIONS, BEARING CAPACITIES, ETC. NOTIFY THE ARCHITECT, ENGINEER AND OWNER OF ANY DISCREPANCY BETWEEN THIS REPORT AND THE PLANS, SPECIFICATIONS OR SITE CONDITIONS.
- 4. ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST BUILDING CODES, ORDINANCES AND REGULATIONS OF THE CITY OR COUNTY WITH JURISDICTION.
- 5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTING AS REQUIRED BY THE CONTRACT DOCUMENTS OR ANY GOVERNMENT AGENCY.
- 6. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, UTILITIES, OTHER SERVICES AND RELATED TASKS NECESSARY FOR PROPER EXECUTION OF THE CONSTRUCTION REQUIRED BY THE CONTRACT DOCUMENTS.
- 7. THE GENERAL CONTRACTOR IS TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS. COMPLY WITH SAFETY REGULATIONS AND RESTRICTIONS AS REQUIRED FOR WORKER AND PEDESTRIAN PROTECTION DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. PROVIDE PROTECTION AS REQUIRED TO PREVENT ANY DAMAGE TO EXISTING CONSTRUCTION WITHIN AND ADJACENT TO THE JOBSITE. WHERE DAMAGE OCCURS, REPAIR OR REPLACE DAMAGED AREA AND/OR MATERIAL AS REQUIRED TO THE OWNER'S APPROVAL AT NO ADDITIONAL COST. THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL HOURS.
- 8. THE GENERAL CONTRACTOR SHALL BRING ANY REVISION OR ADDITIONAL WORK REQUIRED BY FIELD CONDITIONS OR LOCAL GOVERNING AUTHORITIES TO THE ATTENTION OF THE ARCHITECT AND OWNER BEFORE PROCEEDING.
- 9. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY THE SIZE AND LOCATION OF ALL UTILITY LINES AND STUBS TO THE BUILDING(S). BRING ALL UTILITY LINES (WATER, SEWER, GAS, STORM DRAIN, TELEPHONE AND ELECTRICAL, ETC.) INTO THE BUILDING AS INDICATED ON THE CONSTRUCTION DOCUMENTS. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT, OWNER & CIVIL ENGINEER.
- I.O. NO BUILDING OR PORTION OF A BUILDING SHALL BE OCCUPIED OR USED FOR STORAGE PRIOR TO THE ISSUANCE OF THE TEMPORARY CERTIFICATE OF OCCUPANCY. APPROVAL FOR OCCUPANCY IS ONLY GRANTED AFTER ACCEPTANCE BY GOVERNING AGENCIES.
- II. THE REMOVAL OF ALL HAZARDOUS CONTAINING MATERIALS IS THE SOLE RESPONSIBILITY OF THE OWNER. SHOULD ANY MATERIALS BE ENCOUNTERED DURING ANY PHASE OF CONSTRUCTION, OR SUSPECTED TO BE HAZARDOUS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY OWNER.

PROJECT INFORMATION:

GOVERNING CODE:

CONSTRUCTION TYPE: OCCUPANCY CLASSIFICATION: OCCUPANCY SEPARATION:

NUMBER OF STORIES ALLOWED: NUMBER OF STORIES: ALLOWABLE BUILDING AREA: TOTAL BUILDING AREA:

ALLOWABLE BUILDING HEIGHT: BUILDING HEIGHT:

SPRINKLER SYSTEM: FIRE EXTINGUISHERS:

Verizon - Mukwonago, WI 53149



STRUCTURAL ENGINEER: Pierce Engineers

181 N. Broadway Milwaukee, WI 53202 TEL: (414) 278-6060 email tjc@pierceengineers.com ATTN: Tom Cowan

CIVIL ENGINEER:

Endpoint Solutions Corp. 6871 South Lovers Lane Franklin, WI 53132 TEL: (414) 427-1200 email ryan@endpointcorporation.com ATTN: Ryan Baeten

WISCONSIN ADOPTED 2015 IBC

VB GROUP M - MERCANTILE NON SEPARATED USE

> 9,000sf 3,000sf

> > 22'-0" NONE

PER IFC

40'-0"

ARCHITECTURAL

STRUCTURAL

SHEET INDEX:

CIVIL	
CI	PRE-CONSTRUCTION CC
C2	SITE LAYOUT PLAN
СЗ	GRADING PLAN
C4	STORMWATER MANAGE
C5	EROSION AND SEDIMEN
C6	CONSTRUCTION DETAILS
ARCHITEC	TURAL
A1.1	FLOOR PLAN
A1.2	ROOF PLAN
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A2.3	RENDERINGS
A2.4	RENDERINGS

LANDSCAPE LI LANDSCAPE PLAN ONDITIONS

EMENT AND EROSION CONTROL PLAN NT CONTROL DETAILS





SURVEY PERFORMED BY ENDPOINT SOLUTIONS CORP. ON 10/29/18 SURVEY GRADE GPS. COORDINATES ARE BASED ON NAD 83 WISCONSIN STATE PLANE, SOUTH ZONE, US FOOT, VERTICAL DATUM NAVD 88.

PROPERTY BOUNDARY DRAWN PER CHAPUT LAND SURVEYORS MEATS & BOUNDS DESCRIPTION PER EXHIBIT DRAWING NO. 2767-jhc. PROPERTY BOUNDARY FIT TO FOUND IRON PIPE, IRON ROD AND PK NAIL FOR (3) THREE OF THE (4) FOUR PROPERTY CORNERS.

SQUARE FEET	OR 0.44 ACRES.
	APPROXIMATE PROPERTY LINE
	PAVEMENT/CONCRETE/EDGE OF GRAS
	PAVEMENT MARKING
· · ·	TOE OF SLOPE/SWALE
· ·	TOP OF SLOPE
	EDGE OF TREES & BRUSH
CBL	UNDERGROUND COMMUNICATIONS
ELC	UNDERGROUND ELECTRIC LINE
GAS	GAS LINE
SAN	SANITARY SEWER
STM	STORM SEWER
WTR	WATER MAIN/SERVICE
	MAJOR CONTOUR, (2.5' INTERVAL)
	MINOR CONTOUR, (0.5' INTERVAL)
	ASPHALT
	CONCRETE
\bullet	BENCHMARK
●ĺ₽	IRON PIPE FOUND
●IR	IRON ROD FOUND
●PK	PK NAIL FOUND
OCO	CLEAN OUT
٥FP	FLAG POLE
•MB	MAIL BOX
 CV	SIGN
Ň	GAS VALVE
×	WATER VALVE
	HYDRANT
	STORM SEWER INLET
\bigcirc	ELECTRIC/UTILITY VAULT
0	SANITARY/STORM MANHOLE
Ф.	LIGHT POLE
С	COMMUNICATIONS PEDESTAL/BOX
E	ELECTRIC TRANSFORMER
	END OF UTILITY
γ	END OF UTILITY LOCATE MARKING

THE LAND AREA OF THE SUBJECT PROPERTY IS 18,968 SQUARE FEET OR 0.44 ACRES.

PROPERTY DESCRIPTION: PARCEL 1 OF CERTIFIED SURVEY MAP NO. 7614, RECORDED FEBRUARY 23, 1995 IN VOLUME 65 OF CERTIFIED SURVEY MAPS ON PAGES 89-91, AS DOCUMENT NO. 2024733, BEING A REDIVISION OF PARCEL 3, C.S.M. #6333 BEING LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, COUNTY OF WAUKESHA, STATE OF WISCONSIN.







SURVEY PERFORMED BY ENDPOINT SOLUTIONS CORP. ON 10/29/18 SURVEY GRADE GPS. COORDINATES ARE BASED ON NAD 83 WISCONSIN STATE PLANE, SOUTH ZONE, US FOOT, VERTICAL DATUM NAVD 88.

PROPERTY BOUNDARY DRAWN PER CHAPUT LAND SURVEYORS MEATS & BOUNDS DESCRIPTION PER EXHIBIT DRAWING NO. 2767-jhc. PROPERTY BOUNDARY FIT TO FOUND IRON PIPE, IRON ROD AND PK NAIL FOR (3) THREE OF THE (4) FOUR PROPERTY CORNERS.

, • • • • • • • • • •	000 021770
	APPROXIMATE PROPERTY LINE
	PAVEMENT/CONCRETE/EDGE OF GRASS
	PAVEMENT MARKING
· ·	TOE OF SLOPE/SWALE
· ·	TOP OF SLOPE
	EDGE OF TREES & BRUSH
CBL	UNDERGROUND COMMUNICATIONS
ELC	UNDERGROUND ELECTRIC LINE
GAS	GAS LINE
SAN	SANITARY SEWER
STM	STORM SEWER
WTR	WATER MAIN/SERVICE
	PROPOSED BUILDING
	PROPOSED EDGE OF PAVEMENT
SAN	PROPOSED SANITARY LATERAL
WTR	PROPOSED WATER SERVICE
	EXISTING ASPHALT
	EXISTING CONCRETE
	PROPOSED ASPHALT
	PROPOSED CONCRETE
\bullet	BENCHMARK
•IP	IRON PIPE FOUND
●IR	IRON ROD FOUND
●PK	PK NAIL FOUND
000	CLEAN OUT
0FP	FLAG POLE
oMB	MAIL BOX
GV	SIGN
×.	
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PARCEL AREA	18,964 SF
NEW BUILDING	3,000 SF
NEW CONCRETE	1,690 SF
NEW ASPHALT	6,440 SF
EXISTING ASPHALT	760 SF
TOTAL IMERVIOUS AREA	11,890 SF
% IMPERVIOUS	62.7%



C2





NOTES:

	APPROXIMATE PROPERTY LINE
	PAVEMENT/CONCRETE/EDGE OF GRASS
	PAVEMENT MARKING
<u> </u>	TOE OF SLOPE/SWALE
· ·	TOP OF SLOPE
	EDGE OF TREES & BRUSH
CBL	UNDERGROUND COMMUNICATIONS
ELC	UNDERGROUND ELECTRIC LINE
GAS	GAS LINE
SAN	SANITARY SEWER
STM	STORM SEWER
WTR	WATER MAIN/SERVICE
	MAJOR CONTOUR, (2.5' INTERVAL)
	MINOR CONTOUR, (0.5' INTERVAL)
\rightarrow	PROPOSED BUILDING
	PROPOSED EDGE OF PAVEMENT
	PROP'D MAJOR CONTOUR, (2.5' INTERVAL
	PROP'D MINOR CONTOUR, (0.5' INTERVAL)
<u> </u>	PROPOSED SWALE OR GRADE BREAK
	EXISTING ASPHALT
	EXISTING CONCRETE
	PROPOSED ASPHALT
	PROPOSED CONCRETE
\bullet	BENCHMARK
۰IP	IRON PIPE FOUND
●IR	IRON ROD FOUND
●PK	PK NAIL FOUND
000	CLEAN OUT
∘FP	FLAG POLE
∘MB	MAIL BOX
GV	SIGN
\bowtie	GAS VALVE
A	WATER VALVE
	HYDRANT
	STORM SEWER INLET
\bigcirc	ELECTRIC/UTILITY VAULT
Q	SANITARY/STORM MANHOLE
Ŕ	LIGHT POLE
С	COMMUNICATIONS PEDESTAL/BOX
E	ELECTRIC TRANSFORMER
с <u>т</u> л	END OF UTILITY
\uparrow	END OF UTILITY LOCATE MARKING

1. PROPOSED CONTOURS REPRESENT TOP OF FINAL PROPOSED SURFACE.



SURVEY PERFORMED BY ENDPOINT SOLUTIONS CORP. ON 10/29/18 SURVEY GRADE GPS. COORDINATES ARE BASED ON NAD 83 WISCONSIN STATE PLANE, SOUTH ZONE, US FOOT, VERTICAL DATUM NAVD 88.

PROPERTY BOUNDARY DRAWN PER CHAPUT LAND SURVEYORS MEATS & BOUNDS DESCRIPTION PER EXHIBIT DRAWING NO. 2767-jhc. PROPERTY BOUNDARY FIT TO FOUND IRON PIPE, IRON ROD AND PK NAIL FOR (3) THREE OF THE (4) FOUR PROPERTY CORNERS.









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INSLOPE

SHOULDER



FLOOR PLAN GENERAL NOTES

- 1. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ALIGNMENT OF WALLS. BRING ANY DISCREPANCIES TO THE
- ARCHITECTS ATTENTION PRIOR TO START OF FABRICATION / CONSTRUCTION.
 A) PROVIDE ⁵/₈" TYPE "X" GYPSUM BOARD AT ALL WALL LOCATIONS UNLESS OTHERWISE NOTED. B) PROVIDE ⁵/₈" TYPE
- "X" MOISTURE RESISTANT GYPSUM BOARD AT PLUMBING PARTITIONS AND PARTITION FACE WITHIN 6'-0" OF ALL PLUMBING FIXTURES C) PROVIDE CEMENT BOARD AS BACK-UP AT ALL CERAMIC WALL TILE LOCATIONS. D) PROVIDE 5%" TYPE "C" GYPSUM BOARD AT ALL CELLING LOCATIONS.
- 3. HOLD ⁵/₈" CLEARANCE BETWEEN FLOOR AND GYPSUM BOARD. FILL GAP BETWEEN BOTTOM EDGE OF GYPSUM BOARD AND FLOOR WITH MOISTURE RESISTANT MASTIC CAULKING. STRIKE COMPOUND SMOOTH AND FLUSH WITH FACE OF PARTITION. REMOVE EXCESS MASTIC CAULKING FROM PARTITION AND FLOOR.
- CHANGES IN FLOOR MATERIALS SHALL BE LOCATED AT THE CENTERLINE OF DOORS UNLESS NOTED OTHERWISE.
 VERIFY LOCATION OF ACCESS PANELS WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR ACCESS TO MECHANICAL
- AND ELECTRICAL ITEMS.
- SEAL PENETRATIONS IN FIRE RATED ASSEMBLIES AND SMOKE BARRIERS TO MEET REQUIRED RATINGS. UTILIZE UL APPROVED METHODS.
 PROVIDE 16 GAUGE SHEET METAL BANDING OR SOLID 2x BLOCKING AS REQUIRED TO SUPPORT ALL CABINETS,
- SHELVES, BUILT-INS, EQUIPMENT OR ACCESSORIES. COORDINATE WITH VENDOR DOCUMENTS WHERE SUCH CONDITIONS APPLY.
- 8. NOTIFY THE ARCHITECT IF ELECTRICAL / COMMUNICATION / HVAC / PLUMBING / ITEMS DEPICTED CONFLICT WITH ADA REQUIREMENTS OR INDUSTRY STANDARDS PRIOR TO INSTALLATION. NOTE: ALL DEVICES AND CONTROLS TO BE INSTALLED WITHIN A MAXIMUM OF 4" OF EACH OTHER HORIZONTALLY (NOT 16" O.C.) AND ALIGN THE BOTTOMS OF EACH ITEM. IN THE VERTICAL POSITION ALIGN THE ITEMS ON CENTERLINES.
- DURING CONSTRUCTION, AREA SHALL BE KEPT BROOM CLEAN AND FREE OF DEBRIS.
 LIGHTING, EXIT LIGHTING INFORMATION, ELECTRICAL, DATA AND TELEPHONE INFORMATION SHOWN ARE FOR ELECTRICAL CONTRACTORS REFERENCE ONLY. CONTRACTOR SHALL ENSURE COORDINATION OF ELECTRICAL ITEMS WITH BUILDING CONSTRUCTION AND EQUIPMENT AND SHALL OBTAIN THE NEEDED INFORMATION TO PROVIDE A COMPLETE AND WORKING INSTALLATION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE AND LOCAL CODES.
 PROVIDE GFI ELECTRICAL OUTLETS AT LOCATIONS REQUIRED BY CODE.
- 12. FROVIDE GFF ELECTRICAL COTLETS AT LOCATIONS REQUIRED BT CODE.
 13. CONTRACTOR TO INSTALL EQUIPMENT PER MANUFACTURER'S REQUIREMENTS.
- 14. ALL DOOR HARDWARE TO BE ADA-APPROVED LEVER SETS.



WALL TYPE NOTES:

 ALL WALLS TYPE B UNLESS NOTED OTHERWISE.
 G.C. TO INSTALL BLOCKING AS REQUIRED FOR NECESSARY FIXTURES, GRAB BARS, AND CASEWORK.





A2.2













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ELEVATION LEGEND



C.J.

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

- TEMPERED GLASS
- CONTROL JOINT
- V.G. - "V" GROOVE TO ALIGN WITH SILL $\langle A \rangle$
 - WINDOW TYPE. REFER TO SHEET A8.1.

MATERIAL LEGEND

- $\langle A \rangle$ EIFS DRYVIT IN COOL GRAY 10 SHERWIN WILLIAMS SW7075 WEB GRAY
- BRICK (FIELD) MODULAR THIN BRICK INTERSTATE BRICK PEWTER
- C BRICK (WAINSCOT) MODULAR STANDARD BRICK INTERSTATE BRICK MIDNIGHT BLACK
- D METAL TRIM -SHERWIN WILLIAMS SW7068 GRIZZLE GRAY
- E CANOPY FABRIC SUNBRELLA CHARCOAL GREY 4644
- $\langle F \rangle$ CHAINLINK GATE W/ BLACK SLAT SCREEN
- G STRUCTURAL BRICK 8X4X | 6 ATLAS INTERSTATE STRUCTURAL BRICK PEWTER



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

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



HIGH PA 22'-0"

LOW PA

B.O. EIF I 3'-6" T.O. AW I 3'-0" B.O. AW I 0'-0"

TOP WA 4'-0"

FINISH F

NORTH ELEVATION

PARAPET	C.J.	C.J.	 C.J.
ARAPET			
WNING WNING			
(AINSCOT			
FLOOR			

C.J.



C.J

HIGH PARAPET 22'-0"

ELEVATION LEGEND



V.G.

- TEMPERED GLASS
- CONTROL JOINT
- "V" GROOVE TO ALIGN WITH SILL
- $\langle A \rangle$ - WINDOW TYPE. REFER TO SHEET A8.1.

MATERIAL LEGEND

- AEIFS DRYVIT IN COOL GRAY 10SHERWIN WILLIAMS SW7075 WEB GRAY
- BRICK (FIELD) MODULAR THIN BRICK INTERSTATE BRICK PEWTER
- C BRICK (WAINSCOT) MODULAR STANDARD BRICK INTERSTATE BRICK MIDNIGHT BLACK
- D METAL TRIM -SHERWIN WILLIAMS SW7068 GRIZZLE GRAY
- E CANOPY FABRIC SUNBRELLA CHARCOAL GREY 4644
- $\langle F
 angle$ Chainlink gate W/ Black Slat Screen
- G STRUCTURAL BRICK 8X4X I G ATLAS INTERSTATE STRUCTURAL BRICK PEWTER



© Schroeder & Holt Architect.



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



EXTERIOR ELEVATIONS

A2.2

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









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

ELEVATION LEGEND

- 11 - VISION GLASS
- Т - TEMPERED GLASS
 - CONTROL JOINT
- C.J.
- V.G. - "V" GROOVE TO ALIGN WITH SILL <A> - WINDOW TYPE. REFER TO SHEET A8.1.

MATERIAL LEGEND

- (A) EIFS DRYVIT IN COOL GRAY 10 SHERWIN WILLIAMS SW7075 WEB GRAY
- BRICK (FIELD) MODULAR THIN BRICK INTERSTATE BRICK PEWTER
- C BRICK (WAINSCOT) MODULAR STANDARD BRICK INTERSTATE BRICK - MIDNIGHT BLACK
- D METAL TRIM -SHERWIN WILLIAMS SW7068 GRIZZLE GRAY
- E CANOPY FABRIC SUNBRELLA CHARCOAL GREY 4644
- (F) CHAINLINK GATE W/ BLACK SLAT SCREEN
- G STRUCTURAL BRICK 8X4X I G ATLAS INTERSTATE STRUCTURAL BRICK PEWTER



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

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



B.O. EIFS
13'-6"
T.O. AWNING
13'-0"
B.O. AWNING
10'-0"

FINISH FLOOR







E

ELEVATION LEGEND

11	- VISION GLASS
Т	- TEMPERED GLASS
C.J.	- CONTROL JOINT
110	

V.G. - "V" GROOVE TO ALIGN WITH SILL - WINDOW TYPE. REFER TO SHEET A8.1. A

MATERIAL LEGEND

- A EIFS DRYVIT IN COOL GRAY 10 SHERWIN WILLIAMS SW7075 WEB GRAY
- B BRICK (FIELD) MODULAR THIN BRICK INTERSTATE BRICK - PEWTER
- C BRICK (WAINSCOT) MODULAR STANDARD BRICK INTERSTATE BRICK - MIDNIGHT BLACK
- D METAL TRIM -SHERWIN WILLIAMS SW7068 GRIZZLE GRAY
- E CANOPY FABRIC SUNBRELLA CHARCOAL GREY 4644
- (F) CHAINLINK GATE W/ BLACK SLAT SCREEN
- G STRUCTURAL BRICK 8X4X I G ATLAS INTERSTATE STRUCTURAL BRICK PEWTER



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

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

NO.
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4
Δ
Δ
4
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1.
A
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PRC

A2.4







SURVEY PERFORMED BY ENDPOINT SOLUTIONS CORP. ON 10/29/18 SURVEY GRADE GPS, COORDINATES ARE BASED ON NAD 83 WISCONSIN STATE PLANE, SOUTH ZONE, US FOOT, VERTICAL DATUM NAVD 88.

· 12/04/

PROJECT NO. 560-001-001 FIGURE NO.

1

PROPERTY BOUNDARY DRAWN PER CHAPUT LAND SURVEYORS MEATS & BOUNDS DESCRIPTION PER EXHIBIT DRAWING NO. 2767-jhc. PROPERTY BOUNDARY FIT TO FOUND IRON PIPE, IRON ROD AND PK NAIL FOR (3) THREE OF THE (4) FOUR PROPERTY CORNERS.

DESCRIPTION

The Prevail[™] LED pole and fixture combination makes selection and installation of poles and fixtures simple. Included is the die-cast Prevail area, site and roadway luminaire with standard mounting arm, square straight steel pole, anchor bolts, base cover, template and hardware. Stock configurations are available in single and dual fixture combinations. The Prevail luminaire delivers a new level of versatility and value in patent pending, architectural design that delivers energy savings greater than 62% and replaces 150-450W metal halide fixtures. The Prevail fixture and pole combo is ideal for general area/site lighting applications.

SPECIFICATION FEATURES

Construction

Construction is comprised of a heavy-duty, single-piece die-cast aluminum housing in dark bronze polyester powder paint. The diecast aluminum door is tethered to provide easy access to the driver if replacement is required. The optics is mounted on a versatile, aluminum plate that dissipates heat from the LEDs resulting in longer life of the fixture. The fixture is IP66 and 3G vibration rated (ANSI C136.31).

Optics

Available in Type III and IV distributions with lumen packages ranging from 6,173 to 18,992 nominal lumens. Light engine configurations consist of 1 or 2 high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L92/60,000 hours at 25°C) per IESNA TM-21. For the ultimate level of spill light control, an optional house side shield accessory can be field or factory installed.

Electrical

Available in 120-277V 50/60Hz. 10kV/10kA surge protection standard. 0-10V dimming driver is standard with leads external to the fixture to accommodate controls capability such as dimming and occupancy. Suitable for ambient temperatures from -40°C to 40°C.

Controls

An integrated dimming and occupancy sensor is available in bi-level dimming (MSP/DIM) operation.

Mounting

The versatile, patent pending, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the standard mounting arm enables wiring of the fixture without having to access the driver compartment. A knock-out on the standard mounting arm enables round pole mounting.

Lumark

Catalog #	Туре
Project	
Comments	Date
Prepared by	

Pole

Shaft is one-piece construction ASTM A500 grade "B" steel, shot blasted and finished in dark bronze polyester powder coat. Anchor base is fabricated from ASTM grade steel. ASTM A366 steel full base cover is provided to enclose base plate and anchor bolts. Anchor bolts are per ASTM A576 with two nuts, two flat washers, and one lock washer. Hardware and threaded portion of bolt are hot dip galvanized. 3" hook for 3/4" bolt. 4" hook for 1" bolt.

Finish

Housing and cast parts finished in five-stage super TGIC polyester bronze powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear.

Warranty Five-year warranty.



PFPRV PREVAIL POLE AND FIXTURE COMBO

LED

POLE AND FIXTURE COMBO

DIMENSIONS



POLE MOUNT ARM









CERTIFICATION DATA

UL and cUL Wet Location Listed IP66-Rated 3G Vibration Rated ISO 9001 DesignLights Consortium™ Qualified*

ENERGY DATA

Electronic LED Driver 0.9 Power Factor <20% Total Harmonic Distortion 120-277V/50 and 60Hz, 347V/60Hz, 480V/60Hz -40°C Minimum Temperature Rating +40°C Ambient Temperature Rating

EPA

Effective Projected Area (Sq. Ft.): 0.75 (1 fixture)

SHIPPING DATA Approximate Net Weight: 20lbs. [9.09 kgs.] (1 fixture)



ORDERING INFORMATION

Sample Number: PFPRV-1-A25-T3-15-N/AB

Series ^{1, 2, 3}	Number of Fixture	Light Engine	Distribution	Pole Height	Maximum Wind Zone(MPH)	Options (Add as Suffix)	Accessories (Order Separately)
PFPRV=Prevail Pole and Fixture Combo	1 =1 2 =2 3 =3 4 =4	A15=(1 LED) 6,100 Nominal Lumens A25=(2 LED) 10,200 Nominal Lumens A40=(2 LED) 15,100 Nominal Lumens A60=(2 LED) 18,900 Nominal Lumens	T3=Type III T4=Type IV	15 =15' 20 =20' 25 =25' 30 =30'	Blank=80 9=90 0=100		N/AB=No Anchor Bolts (Used when ordered separately) HSS=House Side Shield MSP/DIM-L12=Integrated Sensor for Dimming Operation, 8' - 12' Mounting Height MSP/DIM-L30=Integrated Sensor for Dimming Operation, 12' - 30' Mounting Height PER=NEMA 3PIN Twistlock Photocontrol Receptacle ⁴	HS/VERD=House Side Shield

NOTES: 1 4000K CCT, standard bronze, 120-277V, 0-10V dimming. 2 Standard mount arm included with fixture. Supplied with straight steel shaft, anchor bolts, template, base cover and hardware. 3 DesignLights ConsortiumTM Qualified and classified for DLC standard, refer to www.designlights.org for details. 4 Not available with MSP options.

POWER AND LUMENS

LUMEN MAINTENANCE

Light Engine		A15	A25	A40	A60
Nominal Power (Watts)		57W	87W	143W	163W
Input Current @ 120V (A)		0.49	0.76	1.23	1.34
Input Curre	nt @ 277V (A)	0.22	0.35	0.54	0.60
Input Current @ 347V (A)		0.18	0.28	0.45	0.49
Input Current @ 480V (A)		0.13	0.21	0.33	0.35
Truce II	Lumens	6,139	10,204	15,073	18,830
lype II	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G3	B3-U0-G3
	Lumens	6,192	10,292	15,203	18,992
туре ш	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4
Turne IV/	Lumens	6,173	10,261	15,157	18,935
турету	BUG Rating	B1-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G5
Time	Lumens	6,393	10,627	15,697	19,610
туре V	BUG Rating	B3-U0-G3	B4-U0-G3	B4-U0-G4	B5-U0-G4

Ambient Temperature	re 25,000 50,000 Hours* Hours*		60,000 Hours*	Theoretical 100,000 Hours	Theoretical L70 (Hours)*	
25°C	> 96%	> 93%	> 92%	> 87%	> 260,000	
40°C	> 96%	> 93%	> 92%	> 87%	> 255,000	
50°C	> 95%	> 92%	> 91%	> 86%	> 250,000	

* Per IESNA TM-21 data.

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99

NOTE: Lumen output for standard bronze fixture color. Different housing colors impact lumen output.

IES files for the non-standard colors are available upon request.

ONE FIXTURE CONFIGURATION (30FT CONFIGURATIONS WITH 80, 90 AND 100MPH WIND ZONES USE A 5" POLE)

	Mounting	Lumens	Distribution		HID		
	(Feet)	(Nominal)	Distribution	80	90	100	(Wattage)
		6,192	Type III	PFPRV-1-A15-T3-15 ²	PFPRV-1-A15-T3-15-9 ²	PFPRV-1-A15-T3-15-0 ²	150W
		6,173	Type IV	PFPRV-1-A15-T4-15 ²	PFPRV-1-A15-T4-15-9 ²	PFPRV-1-A15-T4-15-0 ²	150W
		10,292	Type III	PFPRV-1-A25-T3-15 ²	PFPRV-1-A25-T3-15-9 ²	PFPRV-1-A25-T3-15-0 ²	250W
	15'	10,261	Type IV	PFPRV-1-A25-T4-15 ²	PFPRV-1-A25-T4-15-9 ²	PFPRV-1-A25-T4-15-0 ²	250W
	15	15,203	Type III	PFPRV-1-A40-T3-15 ²	PFPRV-1-A40-T3-15-9 ²	PFPRV-1-A40-T3-15-0 ²	400W
		15,157	Type IV	PFPRV-1-A40-T4-15 ²	PFPRV-1-A40-T4-15-9 ²	PFPRV-1-A40-T4-15-0 ²	400W
EPA=0.75 T3-18 992		18,992	Type III	PFPRV-1-A60-T3-15 ²	PFPRV-1-A60-T3-15-9 ²	PFPRV-1-A60-T3-15-0 ²	450W
T4=18,935		18,935	Type IV	PFPRV-1-A60-T4-15 ²	PFPRV-1-A60-T4-15-9 ²	PFPRV-1-A60-T4-15-0 ²	450W
		6,192	Type III	PFPRV-1-A15-T3-20 ²	PFPRV-1-A15-T3-20-9 ²	PFPRV-1-A15-T3-20-0 ²	150W
		6,173	Type IV	PFPRV-1-A15-T4-20 ²	PFPRV-1-A15-T4-20-9 ²	PFPRV-1-A15-T4-20-0 ²	150W
		10,292	Type III	PFPRV-1-A25-T3-20 ²	PFPRV-1-A25-T3-20-9 ²	PFPRV-1-A25-T3-20-0 ²	250W
	20'	10,261	Type IV	PFPRV-1-A25-T4-20 ²	PFPRV-1-A25-T4-20-9 2	PFPRV-1-A25-T4-20-0 ²	250W
	20	15,203	Type III	PFPRV-1-A40-T3-20 ²	PFPRV-1-A40-T3-20-9 2	PFPRV-1-A40-T3-20-0 ²	400W
		15,157	Type IV	PFPRV-1-A40-T4-20 ²	PFPRV-1-A40-T4-25-9 ²	PFPRV-1-A40-T4-20-0 ²	400W
		18,992	Type III	PFPRV-1-A60-T3-20 ²	PFPRV-1-A60-T3-20-9 ²	PFPRV-1-A60-T3-20-0 ²	450W
		18,935	Type IV	PFPRV-1-A60-T4-20 ²	PFPRV-1-A60-T4-20-9 ²	PFPRV-1-A60-T4-20-0 ²	450W
		6,192	Type III	PFPRV-1-A15-T3-25 ²	PFPRV-1-A15-T3-25-9 ²	PFPRV-1-A15-T3-25-0 ²	150W
		6,173	Type IV	PFPRV-1-A15-T4-25 ²	PFPRV-1-A15-T4-25-9 ²	PFPRV-1-A15-T4-25-0 ²	150W
		10,292	Type III	PFPRV-1-A25-T3-25 ²	PFPRV-1-A25-T3-25-9 ²	PFPRV-1-A25-T3-25-0 ²	250W
	251	10,261	Type IV	PFPRV-1-A25-T4-25 ²	PFPRV-1-A25-T4-25-9 ²	PFPRV-1-A25-T4-25-0 ²	250W
	25	15,203	Type III	PFPRV-1-A40-T3-25 ²	PFPRV-1-A40-T3-25-9 ²	PFPRV-1-A40-T3-25-0 ²	400W
		15,157	Type IV	PFPRV-1-A40-T4-25 ²	PFPRV-1-A40-T4-25-9 ²	PFPRV-1-A40-T4-25-0 ²	400W
		18,992	Type III	PFPRV-1-A60-T3-25 ²	PFPRV-1-A60-T3-25-9 ²	PFPRV-1-A60-T3-25-0 ²	450W
		18,935	Type IV	PFPRV-1-A60-T4-25 ²	PFPRV-1-A60-T4-25-9 ²	PFPRV-1-A60-T4-25-0 ²	450W
		6,192	Type III	PFPRV-1-A15-T3-30 3	PFPRV-1-A15-T3-30-9 3	PFPRV-1-A15-T3-30-0 4	150W
		6,173	Type IV	PFPRV-1-A15-T4-30 ³	PFPRV-1-A15-T4-30-9 ³	PFPRV-1-A15-T4-30-0 4	150W
		10,292	Type III	PFPRV-1-A25-T3-30 3	PFPRV-1-A25-T3-30-9 3	PFPRV-1-A25-T3-30-0 4	250W
	201	10,261	Type IV	PFPRV-1-A25-T4-30 ³	PFPRV-1-A25-T4-30-9 3	PFPRV-1-A25-T4-30-0 4	250W
	30	15,203	Type III	PFPRV-1-A40-T3-30 ³	PFPRV-1-A40-T3-30-9 3	PFPRV-1-A40-T3-30-0 4	400W
		15,157	Type IV	PFPRV-1-A40-T4-30 ³	PFPRV-1-A40-T4-30-9 3	PFPRV-1-A40-T4-30-0 4	400W
		18,992	Type III	PFPRV-1-A60-T3-30 ³	PFPRV-1-A60-T3-30-9 3	PFPRV-1-A60-T3-30-0 4	450W
		18,935	Type IV	PFPRV-1-A60-T4-30 ³	PFPRV-1-A60-T4-30-9 3	PFPRV-1-A60-T4-30-0 4	450W

NOTES:

1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to installation instructions IB500002EN and pole white paper WP513001EN for additional support

information. 2. Supplied with 4A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 15' combo SS4A15SFM4, 20' combo SS4A20SFM4, and 25' combo SS4A25SFM4.

Supplied with 5A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 30' combo SS5A30SFM4.
 Supplied with 5M Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 30' combo SS5M30SFM4.
 Refer to In Stock Guide for stocked configurations and availability.



TWO FIXTURE CONFIGURATION (30FT CONFIGURATIONS WITH 80, 90, 100MPH WIND ZONES AND 25FT CONFIGURATIONS WITH 100MPH WIND ZONE USE 5" POLES)

	Mounting	Lumens			Maximum Wind Zone (MPH)		HID
	Height (Feet)	(Nominal)	Distribution	80	90	100	Equivalent (Wattage)
		6,192	Type III	PFPRV-2-A15-T3-15 ²	PFPRV-2-A15-T3-15-9 ²	PFPRV-2-A15-T3-15-0 ²	150W
		6,173	Type IV	PFPRV-2-A15-T4-15 ²	PFPRV-2-A15-T4-15-9 ²	PFPRV-2-A15-T4-15-0 ²	150W
		10,292	Type III	PFPRV-2-A25-T3-15 ²	PFPRV-2-A25-T3-15-9 ²	PFPRV-2-A25-T3-15-0 ²	250W
	151	10,261	Type IV	PFPRV-2-A25-T4-15 ²	PFPRV-2-A25-T4-15-9 ²	PFPRV-2-A25-T4-15-0 ²	250W
	15	15,203	Type III	PFPRV-2-A40-T3-15 ²	PFPRV-2-A40-T3-15-9 ²	PFPRV-2-A40-T3-15-0 ²	400W
		15,157	Type IV	PFPRV-2-A40-T4-15 ²	PFPRV-2-A40-T4-15-9 ²	PFPRV-2-A40-T4-15-0 ²	400W
		18,992	Type III	PFPRV-2-A60-T3-15 ²	PFPRV-2-A60-T3-15-9 ²	PFPRV-2-A60-T3-15-0 ²	450W
		18,935	Type IV	PFPRV-2-A60-T4-15 ²	PFPRV-2-A60-T4-15-9 ²	PFPRV-2-A60-T4-15-0 ²	450W
		6,192	Type III	PFPRV-2-A15-T3-20 ²	PFPRV-2-A15-T3-20-9 2	PFPRV-2-A15-T3-20-0 ²	150W
		6,173	Type IV	PFPRV-2-A15-T4-20 ²	PFPRV-2-A15-T4-20-9 ²	PFPRV-2-A15-T4-20-0 ²	150W
		10,292	Type III	PFPRV-2-A25-T3-20 ²	PFPRV-2-A25-T3-20-9 ²	PFPRV-2-A25-T3-20-0 ²	250W
	201	10,261	Type IV	PFPRV-2-A25-T4-20 ²	PFPRV-2-A25-T4-20-9 ²	PFPRV-2-A25-T4-20-0 ²	250W
	20	15,203	Type III	PFPRV-2-A40-T3-20 ²	PFPRV-2-A40-T3-20-9 2	PFPRV-2-A40-T3-20-0 ²	400W
		15,157	Type IV	PFPRV-2-A40-T4-20 ²	PFPRV-2-A40-T4-25-9 ²	PFPRV-2-A40-T4-20-0 ²	400W
		18,992	Type III	PFPRV-2-A60-T3-20 ²	PFPRV-2-A60-T3-20-9 ²	PFPRV-2-A60-T3-20-0 ²	450W
		18,935	Type IV	PFPRV-2-A60-T4-20 ²	PFPRV-2-A60-T4-20-9 ²	PFPRV-2-A60-T4-20-0 ²	450W
		6,192	Type III	PFPRV-2-A15-T3-25 ²	PFPRV-2-A15-T3-25-9 ²	PFPRV-2-A15-T3-25-0 ³	150W
EPA=1.50		6,173	Type IV	PFPRV-2-A15-T4-25 ²	PFPRV-2-A15-T4-25-9 ²	PFPRV-2-A15-T4-25-0 3	150W
		10,292	Type III	PFPRV-2-A25-T3-25 ²	PFPRV-2-A25-T3-25-9 2	PFPRV-2-A25-T3-25-0 ³	250W
	251	10,261	Type IV	PFPRV-2-A25-T4-25 ²	PFPRV-2-A25-T4-25-9 ²	PFPRV-2-A25-T4-25-0 ³	250W
	25	15,203	Type III	PFPRV-2-A40-T3-25 ²	PFPRV-2-A40-T3-25-9 ²	PFPRV-2-A40-T3-25-0 3	400W
		15,157	Type IV	PFPRV-2-A40-T4-25 ²	PFPRV-2-A40-T4-25-9 ²	PFPRV-2-A40-T4-25-0 ³	400W
		18,992	Type III	PFPRV-2-A60-T3-25 ²	PFPRV-2-A60-T3-25-9 ²	PFPRV-2-A60-T3-25-0 3	450W
		18,935	Type IV	PFPRV-2-A60-T4-25 ²	PFPRV-2-A60-T4-25-9 ²	PFPRV-2-A60-T4-25-0 ³	450W
		6,192	Type III	PFPRV-2-A15-T3-30 3	PFPRV-2-A15-T3-30-9 3	PFPRV-2-A15-T3-30-0 4	150W
		6,173	Type IV	PFPRV-2-A15-T4-30 3	PFPRV-2-A15-T4-30-9 3	PFPRV-2-A15-T4-30-0 4	150W
		10,292	Type III	PFPRV-2-A25-T3-30 3	PFPRV-2-A25-T3-30-9 3	PFPRV-2-A25-T3-30-0 4	250W
	201	10,261	Type IV	PFPRV-2-A25-T4-30 3	PFPRV-2-A25-T4-30-9 3	PFPRV-2-A25-T4-30-0 4	250W
	30	15,203	Type III	PFPRV-2-A40-T3-30 3	PFPRV-2-A40-T3-30-9 3	PFPRV-2-A40-T3-30-0 4	400W
		15,157	Type IV	PFPRV-2-A40-T4-30 3	PFPRV-2-A40-T4-30-9 3	PFPRV-2-A40-T4-30-0 4	400W
		18,992	Type III	PFPRV-2-A60-T3-30 3	PFPRV-2-A60-T3-30-9 3	PFPRV-2-A60-T3-30-0 4	450W
		18,935	Type IV	PFPRV-2-A60-T4-30 3	PFPRV-2-A60-T4-30-9 3	PFPRV-2-A60-T4-30-0 4	450W

NOTES:

1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to installation instructions IB500002EN and pole white paper WP513001EN for additional support information.

Supplied with 4A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 15' combo SS4A15SFM4, 20' combo SS4A20SFM4, and 25' combo SS4A25SFM4.
 Supplied with 5A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 25' combo SS5A25SFM4 and 30' combo SS5A30SFM4.
 Supplied with 5M Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 30' combo SS5A30SFM4.
 Supplied with 5M Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 30' combo SS5M30SFM4.
 Supplied with 5M Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 30' combo SS5M30SFM4.
 Refer to In Stock Guide for stocked configurations and availability.



THREE FIXTURE CONFIGURATION (30FT CONFIGURATIONS WITH 80, 90, 100MPH WIND ZONES AND 25FT CONFIGURATIONS WITH 90, 100MPH WIND ZONE USE 5" POLES)

	Mounting	Lumens			Maximum Wind Zone (MPH))	HID
	Height (Feet)	(Nominal)	Distribution	80	90	100	Equivalent (Wattage)
		6,192	Type III	PFPRV-3-A15-T3-15 ²	PFPRV-3-A15-T3-15-9 ²	PFPRV-3-A15-T3-15-0 ²	150W
		6,173	Type IV	PFPRV-3-A15-T4-15 ²	PFPRV-3-A15-T4-15-9 2	PFPRV-3-A15-T4-15-0 ²	150W
		10,292	Type III	PFPRV-3-A25-T3-15 ²	PFPRV-3-A25-T3-15-9 2	PFPRV-3-A25-T3-15-0 ²	250W
	151	10,261	Type IV	PFPRV-3-A25-T4-15 ²	PFPRV-3-A25-T4-15-9 2	PFPRV-3-A25-T4-15-0 ²	250W
	15	15,203	Type III	PFPRV-3-A40-T3-15 ²	PFPRV-3-A40-T3-15-9 ²	PFPRV-3-A40-T3-15-0 ²	400W
		15,157	Type IV	PFPRV-3-A40-T4-15 ²	PFPRV-3-A40-T4-15-9 2	PFPRV-3-A40-T4-15-0 ²	400W
		18,992	Type III	PFPRV-3-A60-T3-15 ²	PFPRV-3-A60-T3-15-9 ²	PFPRV-3-A60-T3-15-0 ²	450W
		18,935	Type IV	PFPRV-3-A60-T4-15 ²	PFPRV-3-A60-T4-15-9 ²	PFPRV-3-A60-T4-15-0 ²	450W
		6,192	Type III	PFPRV-3-A15-T3-20 ²	PFPRV-3-A15-T3-20-9 ²	PFPRV-3-A15-T3-20-0 ²	150W
		6,173	Type IV	PFPRV-3-A15-T4-20 ²	PFPRV-3-A15-T4-20-9 ²	PFPRV-3-A15-T4-20-0 ²	150W
		10,292	Type III	PFPRV-3-A25-T3-20 ²	PFPRV-3-A25-T3-20-9 ²	PFPRV-3-A25-T3-20-0 ²	250W
	201	10,261	Type IV	PFPRV-3-A25-T4-20 ²	PFPRV-3-A25-T4-20-9 2	PFPRV-3-A25-T4-20-0 ²	250W
	20	15,203	Type III	PFPRV-3-A40-T3-20 ²	PFPRV-3-A40-T3-20-9 2	PFPRV-3-A40-T3-20-0 ²	400W
EPA=2.25		15,157	Type IV	PFPRV-3-A40-T4-20 ²	PFPRV-3-A40-T4-25-9 2	PFPRV-3-A40-T4-20-0 ²	400W
		18,992	Type III	PFPRV-3-A60-T3-20 ²	PFPRV-3-A60-T3-20-9 2	PFPRV-3-A60-T3-20-0 ²	450W
		18,935	Type IV	PFPRV-3-A60-T4-20 ²	PFPRV-3-A60-T4-20-9 ²	PFPRV-3-A60-T4-20-0 ²	450W
		6,192	Type III	PFPRV-3-A15-T3-25 ²	PFPRV-3-A15-T3-25-9 3	PFPRV-3-A15-T3-25-0 3	150W
		6,173	Type IV	PFPRV-3-A15-T4-25 ²	PFPRV-3-A15-T4-25-9 3	PFPRV-3-A15-T4-25-0 3	150W
		10,292	Type III	PFPRV-3-A25-T3-25 ²	PFPRV-3-A25-T3-25-9 3	PFPRV-3-A25-T3-25-0 ³	250W
	25'	10,261	Type IV	PFPRV-3-A25-T4-25 ²	PFPRV-3-A25-T4-25-9 3	PFPRV-3-A25-T4-25-0 3	250W
	25	15,203	Type III	PFPRV-3-A40-T3-25 ²	PFPRV-3-A40-T3-25-9 3	PFPRV-3-A40-T3-25-0 3	400W
		15,157	Type IV	PFPRV-3-A40-T4-25 ²	PFPRV-3-A40-T4-25-9 3	PFPRV-3-A40-T4-25-0 3	400W
		18,992	Type III	PFPRV-3-A60-T3-25 ²	PFPRV-3-A60-T3-25-9 3	PFPRV-3-A60-T3-25-0 ³	450W
		18,935	Type IV	PFPRV-3-A60-T4-25 ²	PFPRV-3-A60-T4-25-9 3	PFPRV-3-A60-T4-25-0 3	450W
		6,192	Type III	PFPRV-3-A15-T3-30 3	PFPRV-3-A15-T3-30-9 4	PFPRV-3-A15-T3-30-0 4	150W
		6,173	Type IV	PFPRV-3-A15-T4-30 3	PFPRV-3-A15-T4-30-9 4	PFPRV-3-A15-T4-30-0 4	150W
		10,292	Type III	PFPRV-3-A25-T3-30 3	PFPRV-3-A25-T3-30-9 4	PFPRV-3-A25-T3-30-0 4	250W
	30'	10,261	Type IV	PFPRV-3-A25-T4-30 3	PFPRV-3-A25-T4-30-9 4	PFPRV-3-A25-T4-30-0 4	250W
		15,203	Type III	PFPRV-3-A40-T3-30 3	PFPRV-3-A40-T3-30-9 4	PFPRV-3-A40-T3-30-0 4	400W
		15,157	Type IV	PFPRV-3-A40-T4-30 ³	PFPRV-3-A40-T4-30-9 4	PFPRV-3-A40-T4-30-0 4	400W
		18,992	Type III	PFPRV-3-A60-T3-30 3	PFPRV-3-A60-T3-30-9 4	PFPRV-3-A60-T3-30-0 4	450W
		18,935	Type IV	PFPRV-3-A60-T4-30 3	PFPRV-3-A60-T4-30-9 4	PFPRV-3-A60-T4-30-0 4	450W

NOTES:

1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to installation instructions IB500002EN and pole white paper WP513001EN for additional support

information. 2. Supplied with 4A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 15' combo SS4A15SFM4, 20' combo SS4A20SFM4, and 25' combo SS4A25SFM4.

Supplied with 5A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 25' combo SS5A25SFM4 and 30' combo SS5A30SFM4.
 Supplied with 5M Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 25' combo SS5A25SFM4 and 30' combo SS5A30SFM4.
 Refer to In Stock Guide for availability.



FOUR FIXTURE CONFIGURATION (30FT CONFIGURATIONS WITH 80, 90, 100MPH WIND ZONES AND 25FT CONFIGURATIONS WITH 100MPH WIND ZONE USE 5" POLES)

	Mounting	Lumens			HID		
	(Feet)	(Nominal)	Distribution	80	90	100	(Wattage)
		6,192	Type III	PFPRV-4-A15-T3-15 ²	PFPRV-4-A15-T3-15-9 ²	PFPRV-4-A15-T3-15-0 ²	150W
		6,173	Type IV	PFPRV-4-A15-T4-15 ²	PFPRV-4-A15-T4-15-9 ²	PFPRV-4-A15-T4-15-0 ²	150W
		10,292	Type III	PFPRV-4-A25-T3-15 ²	PFPRV-4-A25-T3-15-9 ²	PFPRV-4-A25-T3-15-0 ²	250W
	15'	10,261	Type IV	PFPRV-4-A25-T4-15 ²	PFPRV-4-A25-T4-15-9 ²	PFPRV-4-A25-T4-15-0 ²	250W
	15	15,203	Type III	PFPRV-4-A40-T3-15 ²	PFPRV-4-A40-T3-15-9 ²	PFPRV-4-A40-T3-15-0 ²	400W
		15,157	Type IV	PFPRV-4-A40-T4-15 ²	PFPRV-4-A40-T4-15-9 ²	PFPRV-4-A40-T4-15-0 ²	400W
		18,992	Type III	PFPRV-4-A60-T3-15 ²	PFPRV-4-A60-T3-15-9 ²	PFPRV-4-A60-T3-15-0 ²	450W
		18,935	Type IV	PFPRV-4-A60-T4-15 ²	PFPRV-4-A60-T4-15-9 ²	PFPRV-4-A60-T4-15-0 ²	450W
		6,192	Type III	PFPRV-4-A15-T3-20 ²	PFPRV-4-A15-T3-20-9 ²	PFPRV-4-A15-T3-20-0 ²	150W
		6,173	Type IV	PFPRV-4-A15-T4-20 ²	PFPRV-4-A15-T4-20-9 ²	PFPRV-4-A15-T4-20-0 ²	150W
		10,292	Type III	PFPRV-4-A25-T3-20 ²	PFPRV-4-A25-T3-20-9 ²	PFPRV-4-A25-T3-20-0 ²	250W
	201	10,261	Type IV	PFPRV-4-A25-T4-20 ²	PFPRV-4-A25-T4-20-9 2	PFPRV-4-A25-T4-20-0 ²	250W
	20	15,203	Type III	PFPRV-4-A40-T3-20 ²	PFPRV-4-A40-T3-20-9 2	PFPRV-4-A40-T3-20-0 ²	400W
		15,157	Type IV	PFPRV-4-A40-T4-20 ²	PFPRV-4-A40-T4-25-9 2	PFPRV-4-A40-T4-20-0 ²	400W
		18,992	Type III	PFPRV-4-A60-T3-20 ²	PFPRV-4-A60-T3-20-9 2	PFPRV-4-A60-T3-20-0 ²	450W
		18,935	Type IV	PFPRV-4-A60-T4-20 ²	PFPRV-4-A60-T4-20-9 ²	PFPRV-4-A60-T4-20-0 ²	450W
		6,192	Type III	PFPRV-4-A15-T3-25 ²	PFPRV-4-A15-T3-25-9 3	PFPRV-4-A15-T3-25-0 ³	150W
EPA=3.00		6,173	Type IV	PFPRV-4-A15-T4-25 ²	PFPRV-4-A15-T4-25-9 3	PFPRV-4-A15-T4-25-0 ³	150W
		10,292	Type III	PFPRV-4-A25-T3-25 ²	PFPRV-4-A25-T3-25-9 3	PFPRV-4-A25-T3-25-0 3	250W
	251	10,261	Type IV	PFPRV-4-A25-T4-25 ²	PFPRV-4-A25-T4-25-9 3	PFPRV-4-A25-T4-25-0 ³	250W
	25	15,203	Type III	PFPRV-4-A40-T3-25 ²	PFPRV-4-A40-T3-25-9 3	PFPRV-4-A40-T3-25-0 3	400W
		15,157	Type IV	PFPRV-4-A40-T4-25 ²	PFPRV-4-A40-T4-25-9 3	PFPRV-4-A40-T4-25-0 ³	400W
		18,992	Type III	PFPRV-4-A60-T3-25 ²	PFPRV-4-A60-T3-25-9 3	PFPRV-4-A60-T3-25-0 3	450W
		18,935	Type IV	PFPRV-4-A60-T4-25 ²	PFPRV-4-A60-T4-25-9 3	PFPRV-4-A60-T4-25-0 ³	450W
		6,192	Type III	PFPRV-4-A15-T3-30 ³	PFPRV-4-A15-T3-30-9 4	PFPRV-4-A15-T3-30-0 4	150W
		6,173	Type IV	PFPRV-4-A15-T4-30 ³	PFPRV-4-A15-T4-30-9 4	PFPRV-4-A15-T4-30-0 4	150W
		10,292	Type III	PFPRV-4-A25-T3-30 ³	PFPRV-4-A25-T3-30-9 4	PFPRV-4-A25-T3-30-0 4	250W
	20'	10,261	Type IV	PFPRV-4-A25-T4-30 ³	PFPRV-4-A25-T4-30-9 4	PFPRV-4-A25-T4-30-0 4	250W
	30	15,203	Type III	PFPRV-4-A40-T3-30 3	PFPRV-4-A40-T3-30-9 4	PFPRV-4-A40-T3-30-0 4	400W
		15,157	Type IV	PFPRV-4-A40-T4-30 3	PFPRV-4-A40-T4-30-9 4	PFPRV-4-A40-T4-30-0 4	400W
		18,992	Type III	PFPRV-4-A60-T3-30 3	PFPRV-4-A60-T3-30-9 4	PFPRV-4-A60-T3-30-0 4	450W
		18,935	Type IV	PFPRV-4-A60-T4-30 3	PFPRV-4-A60-T4-30-9 4	PFPRV-4-A60-T4-30-0 4	450W

NOTES:

1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to installation instructions IB500002EN and pole white paper WP513001EN for additional support

information. 2. Supplied with 4A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 15' combo SS4A15SFM4, 20' combo SS4A20SFM4, and 25' combo SS4A25SFM4.

Supplied with 5A Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 25' combo SS5A25SFM4 and 30' combo SS5A30SFM4.
 Supplied with 5M Square Straight Steel Shaft (SSS), Anchor Bolts (AB1), Template (TMP1), hardware and base cover. 30' combo SS5A30SFM4.
 Refer to In Stock Guide for availability.





5in LED Outdoor Up/Down Cylinder

Project:

Fixture Type: Location:

Contact:

Wall mounted • Damp location listed PROGRESS LED

Description:

Images:

5" up/down wall cylinder. The P5675 Series are ideal for a wide variety of interior and exterior applications including residential and commercial. The Cylinders feature a 120V alternating current source and eliminates the need for a traditional LED driver. This modular approach results in an encapsulated luminaire that unites performance, cost and safety benefits. Specify P860038 top cover lens for use in wet locations.

Specifications:

- Metallic Gray (-82) (Powder Coat Paint)
- Die cast and extruded aluminum Construction
- 795 lumens 46 lumens/watt per module
- 3000K color temperature, 90+ CRI
- Dimmable to 10% brightness (See Dimming Notes)
- Back plate covers a standard 4" octagonal recessed outlet box
- Mounting strap for outlet box included6" of wire supplied
- Meets California Title 24 high efficacy requirements for outdoor use only

Performance:

Number of Modules	2
Input Power	16w per module
Input Voltage	120 V
Input Frequency	60 Hz
Lumens/LPW	1015/30.2 (LM-79) per module
ССТ	3000 K
CRI	90 CRI
Life (hours)	60,000 (L70/TM-21)
FCC	FCC Title 47, Part 15 Class B
Min. Start Temp	-30 °C
Max. Operating Temp	30 °C
Warranty	5 year warranty
Labels	cCSAus Damp location listed
	Meets California Title 24 high efficacy requirements
	for outdoor use only



P5675-82/30K

Dimensions:

Diameter: Width: 5" Depth: 8-7/8" Height: 14" H/CTR: 8"



5in LED Outdoor Up/Down Cylinder

Wall mounted • Damp location listed PROGRESS LED

P5675-82/30K

Photometrics:

ELECTRICAL DATA P5675-82/30K 120 V Input Voltage Input Frequency 60 Hz Input Current Input Power 16 0.929 Power Factor THD <20% FCC FCC Title 47, Part 15 Class B Operating Temperature -30 °C to 30 °C Dimming Yes* Over-voltage, over-current, short-circuit protected *See Dimming Notes for more information

DE 675 92/20V	CAND	ELA
I ED Light Engine: 3000 K 90 CRI CRI	DEG	CA
System Wattage: 16	0	456
Fixture delivered lumens: 1015	5	458
Fixture Efficacy: 30.2	15	436
Spacing Criteria: 1	25	322
180° 165° 150° 135°	35	203
460	45	103
	55	23
120*	65	0
230	75	0
105*	85	0
	90	0
90*	95	0
	105	0
75*	115	0
	125	0
	125	0
	135	270
	145	1/6
460	155	311
0° 15° 30° 45°	165	456
	175	486

CAND	ELA D	ISTRIB	UTION
DEG	CAN	DELA	LUMENS
0	456		
5	458	44	
15	436	121	
25	322	148	
35	203	126	
45	103	79	
55	23	23	
65	0	0	
75	0	0	
85	0	0	
90	0		
95	0	0	
105	0	0	
115	0	0	
125	0	0	
135	63	47	
145	176	110	
155	311	143	
165	456	126	
175	486	46	
180	491		

70NAI	LUMEN SUM	MARY
ZONE	LUMENS	%FIXT
0-30	312	30.8
0-40	439	43.2
0-60	541	53.3
0-90	542	53.4
90-120	0	0.0
90-130	0	0.0
90-150	158	15.5
90-180	473	46.6
0-180	1015	100.0

0.0



5in LED Outdoor Up/Down Cylinder

Wall mounted • Damp location listed PROGRESS LED

P5675-82/30K

Dimming Notes:

P5675 is designed to be compatible with many ELV/Reverse Phase controls.

The following is a partial list of known compatible dimmer controls.

Dimming Controls

Lutron Diva DVELV-300P Lutron Nova NTELV-300 Lutron Vierti VTELV-600 Lutron MAELV-600 Lutron SPELV-600 Leviton AWRMG-EAW Leviton 6615-P

Dimming capabilities will vary depending on the dimmer control, load, and circuit installation. Always refer to dimmer manufacturer instructions or a controls specialist for specific requirements.

Dimmer control brand names where identified above are trade names or registered trademarks of each respective company.



Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	G	3	EATON - LUMARK (FORMER COOPER LIGHTING)	PRV-A40-D-UNV-T4-BZ	PREVAIL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 4000K LEDS AND TYPE IV OPTICS, BRONZE PAINTED FINISH ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET		2	PRV-A40-D- UNV-T4-BZ.ies	7580	1	143
\bigcirc	Н	8	PROGRESS	P5675-8230K	5" 17W LED Direct/Indirect Cylinder	2- 3000K LED Modules	1	PROG_P5675- 8230K_17.027 69_testlabrepo rts.IES	1014	1	33.6

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE	+	0.3 fc	4.3 fc	0.0 fc	N/A	N/A

GAINERS ANNA	18,954-34
NEW ZIER, DRIVE	1,000 (4
NEW CONSIGNER.	3,890 34
SRW ASPRACE	4,440.58
100101903001013	263.58
ROTAL INFERIOR BLARES.	11,180.54
N MARYNYCOUR	42.76

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VILLAGE OF MUKWONAGO SITE PLAN, ARCHITECTURAL, AND PLANNED UNIT DEVELOPMENT (PUD) APPLICATION Application Fee: Below

Date Submitted: Thursday, November 6, 2018

FEES

(Please check one)

- Minor Site Plan (Buildings less than 600 sq. ft.): \$135.00 plus \$.02 per sq. ft.
- Site Plan and/or Architectural Review: \$250.00 plus \$.02 per sq. ft. x 3000 sq. ft. = \$60 + \$250 = \$310.00
- □ Conceptual Site Plan and/or Architectural Review: \$200.00 plus \$.02 per sq. ft.
- Planned Unit Development (PUD) Review: \$185.00 plus \$25.00/unit
- Resubmittal of or Amendment to Site Plan and/or Architectural Review: \$200.00

CONTACTS

Zoning and Planning Department Contact: Bruce Kaniewski Phone: (414) 339-4105 Fax: (262) 363-6425 Email: planner@villageofmukwonago.com

GUIDELINES

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago. The application packet must be filed with the Village Clerk <u>at least 30 days prior to the meeting</u> of the Planning Commission at which action is desired. The Plan Commission meets on the second Tuesday of each month at 6:30 p.m.

Materials listed below must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 100 Article IX. Section 100-601(f) and other pertinent sections of Village ordinances, and, as necessary, to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal preliminary staff review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms.

Mail completed applications to:	Village Planner
	ATTN: Site Plan/Architectural Plan/Planned Unit Development
	PO Box 206
	Mukwonago, WI 53149
Deliver to:	Village Clerk's Office
	440 River Crest Court
Email to:	planner@villageofmukwonago.com

Complete, accurate and specific information must be entered. Please Print.

APPLICANT (Full Legal Name)

Name: _R	yan J. Baeten, PE				
Company:	Endpoint Solutions Corp.				
Address:	6871 S. Lovers Lane	City:	Franklin	State: WI	Zip: 53132
Daytime P	hone: 414-858-1920	Fax:	414-427-1259		
E-Mail: _ry	an@endpointcorporation.com				
APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: Jay Campbell			
Company: C&H Wolf Run LLC			
Address: W735 Miramar Rd	City: East Troy	State: WI	Zip: 53120
Daytime Phone: 262-436-4760	Fax: 262-436-4761		
E-Mail: Jay@campbellconstructionbbg.com			

ARCHITECT

Name:	Brooke Borelli				
Company:	Schroeder & Holt Architects				
Address: _	311 East Chicago St., Suite 310	City:	Milwaukee	State: WI	Zip: 53202
Daytime Ph	none: 414-267-1760	Fax:	414-267-1764		
E-Mail:	bborelli@sha-a2k.com				

PROFESSIONAL ENGINEER

Name:	Ryan J. Baeten, PE				
Company:	Endpoint Solutions Corp.				
Address:	6871 S. Lovers Lane	City:	Franklin	State: WI	Zip: 53132
Daytime Pho	one: 414-858-1920	Fax:	414-427-1259		
E-Mail:	ryan@endpointcorporation.com				

REGISTERED SURVEYOR

Name:	Donald C. Chaput		
Company:	Chaput Land Surveyors		
Address:	234 W. Florida St.	City: Milwaukee	State: WI Zip: 53204
Daytime Ph	one: 414-224-8068	Fax:	
E-Mail:	don@chaputlandsurveys.com		

CONTRACTOR

Name:	Jay Campbell					
Company: _	Campbell Construction JD Inc.					
Address:	461 River Crest Ct.	City:	Mukwonago	State:	WI	Zip: 53149
Daytime Pho	one: 262-436-4760	Fax:	262-436-4761			
E-Mail:	Jay@campbellconstructionbbg.com					

PROPERTY INFORMATION

Property Owner (s) (if different from applicant):C & H Wolf	Run LLC
Address: W735 Miramar Rd	City: East Troy State: WI Zip: 53120
Daytime Phone: 262-436-4760	Fax:262-436-4761
E-Mail: Jay@campbellconstructionbbg.com	
Present Zoning: Tax Key No(s).:	MUKV2015997006
Location/Address: south of the intersection of S. Rochester St. a	and Wolf Run
Present Use: Vacant	Intended Use: Retail Business

PROCEDURAL CHECKLIST FOR SITE PLAN/ARCHITECTURAL PLAN/PUD REVIEW AND APPROVAL

Submittals for review must include and be accompanied by the following:

Application:

- Completed application form including the procedural checklist.
- □ Application fee: See page 1.
- Agreement for Reimbursable Services (separate application).

Other Documents:

- Five(5) complete sets of Application and materials, in addition to the original, for Village of Mukwonago review.
- Project Summary: Please attach a statement detailing the reasons and background for this request including: details of proposal, services provided, wares sold, plans and hours of operation, number of employees, frequency of customer visits, frequency of deliveries to site, description of any interior/exterior modifications or additions to be made to property, any outside storage (dumpsters, trucks, materials...), number of parking stalls, screening/buffer type, any other information available. PLEASE EXPLAIN IN DETAIL.
- Electronic Submittals are required. Email (or CD ROM) with all plans and submittal materials in Adobe PDF to <u>planner@villageofmukwonago.com</u>.
- Any additional information as determined by Village staff.
 - Upon receipt of a complete submittal, staff review will be conducted within ten business days.
 - All Site Plan, Architectural, and Planned Unit Development review requests require Plan Commission review and Village Board approval.

CERTIFICATION

Applicant hereby certifies that:

- 1. All of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.
- 2. Affirms that no Village of Mukwonago elected or appointed official or employee has a proprietary interest in the above referenced property for which this applications being filed (except as stated below under "Exceptions").
- 3. None of the above referenced individuals has been promised or given any contract for consultation, planning or construction in relation to this project (except as stated below under "Exceptions").
- 4. Applicant has read and understands all information in this packet.

Applicant further understands the policies of the Village regarding change of zonings and property development. Conditions of the resolution regarding all approvals are strictly followed. Certificates of Occupancy are not given until all conditions of approval have been met

By the execution of this application, applicant hereby authorizes the Village of Mukwonago or its agents to enter upon the property during the hours of 7:00 am to 7:00 pm daily for the purpose of inspection. Applicant grants this authorization to enter even if this land has been posted against trespassing pursuant to Section 943.13 WI Stats.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Signature - Property Owne Dat

Signature - Applicant

Ryan J. Baeten, PE, Senior Engineer
Name & Title (PRINT)

November 30, 2018 Date

Signature - Property Owner

Name & Title (PRINT)

Signature - Applicant's Representative

Name & Title (PRINT)

Date

Date

FOR OFFICE USE ONLY				
Date Paid	Receipt #			
Plan Commission Date(s)	Village Board Date(s)			
Escrow Required? Yes No	Escrow Amount			
Plan Commission Disposition				
Village Board Disposition				