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www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, July 23, 2018
6:00 PM
Christine Nuernberg Hall

Agenda

1) Call to Order, Roll Call

- a) Approval of Minutes from June 11, 2018

2) Public Hearing

- a) City of Mequon Town Center No. 3 Tax Increment District Project Plan Amendment
- b) raSmith National for Mark and Lynn Leonard. The applicant is seeking rezoning recommendation from B-3 (Office and Service Business District) to IPS (Institutional and Public Service District), conditional use grant, building and site plan and certified survey map approval to allow for a single story hospital approx. 18,000 sq. ft. to be located at 11409 & 11421 N. Port Washington Road.

3) Consent

- a) Gary Mueller. The applicant is seeking certified survey map approval for a 2 lot land division for the property located at 11711 N. Church Place.
- b) St. Francis Borgia Church. The applicant is seeking fill permit to allow for 8,900 C.Y. to fill in a low area of the cemetery for the property located at 7963 Pioneer Road.
- c) John and Susan Bieberitz. The applicant is seeking fill permit to allow for 2,450 C.Y. of fill for construction of a new single family residence for the property located at 13822 N. Hawks Landing.

4) Regular Business

- a) David Joyce. The applicant is seeking certified survey map approval for a 2 lot land division for the property located at 12037 W. Bonniwell Road.
- b) City of Mequon. The applicant is seeking site plan amendment to allow for the reconstruction of the civic campus parking lot for the property located at 11333 N. Cedarburg Road.
- c) Irgens Partners, LLC. The applicant is seeking building and site plan and certified survey map approval for the construction of two 38,000 sq. ft. single-story multi-tenant office buildings to be located at 12100 N. Corporate Parkway (East Mequon Corporate Center).

CANCELLED

- d) Lakeside Development Company for I.S. Corp. The applicant is seeking building and site plan amendment approval to add a 13 foot tall, 37' x 10' sized industrial generator for the property located at 10235 N. Port Washington Road.
- e) Fahim Beg for Clark Gas Station. The applicant is seeking building and site plan amendment to allow for a building expansion to the C-store for the property located at 10355 N. Port Washington Road.
- f) Kieffer Signs Inc., for Shopko Optical. The applicant is seeking approval for a proposed sign for Shopko Optical for the property located at 10930 N. Port Washington Road (Mequon Pavilions).
- g) David Hoff. The applicant is seeking rezoning recommendation from R-3/OA and R-6/PUD and R-3 (Suburban Residential Attached District) to R-6/PUD (Plex Residential District), preliminary plat, certified survey map and development agreement approval to allow for a 28-unit (14 building) plex development located at 12431 N. Green Bay Road, the parcel immediately to the west, 12424 N. Green Bay Road and 5555 W. Highland Drive (the Woods at Highland Park).

5) Announcements

- a) Moratorium Study Update

6) Adjourn

Dated: July 23, 2018

/s/ Dan Abendroth, Chairman

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Department of Community Development's Office at 262-236-2904, Monday through Friday, 8:00 AM – 4:30 PM



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www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: JAC ZADER, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT
DATE: July 23, 2018
SUBJECT: PLANNING COMMISSION MEETING MINUTES from June 11, 2018

Memorandum

Attached please find the City of Mequon Planning Commission Meeting Minutes of June 11, 2018 for your review.

Attachments:
06.11.18 DRAFT (DOC)



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Department of Community Development
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PLANNING COMMISSION
Regular Meeting
Monday, June 11, 2018
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chairman Dan Abendroth
Alderman Robert Strzelczyk
Commissioner Martin Choren
Commissioner John Stoker
Commissioner James Schaefer
Commissioner Rebecca Schaefer
Commissioner Rick Lemke
Alternate Stephanie Hawley

a) Approval of Minutes from May 14, 2018

Action

Ald. Strzelczyk made a motion to approve the May 14, 2018 minutes.
Commissioner Stoker seconded the motion.
A voice vote was called, vote passed (8-0)

It was discussed that the Alderman alternate will show as “excused” as opposed to “absent”.
These are the only options available in the software program.

Ald. Strzelczyk stated that it should better reflect that the alternate alderman is not required to be at the meeting.

Attachment: 06.11.18 DRAFT (3393 : Planning Commission Minutes from June 11, 2018)

RESULT: **APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER: Robert Strzelczyk, Alderman
SECONDER: John Stoker, Commissioner
AYES: Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke,
 Hawley
ABSENT: Parrish

2) Consent/Public Hearing

- a) North Shore Dance Studio. The applicant is seeking conditional use grant approval for a dance studio for the property located at 10433 N. Baehr Road.

Action

Commissioner Stoker made a motion to open the public hearing.

Ald. Strzelczyk seconded the motion.

A voice vote was called, vote passed (8-0).

Action

Commissioner Stoker made a motion to close the public hearing.

Ald. Strzelczyk seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT: **APPROVED [UNANIMOUS]**
AYES: Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke,
 Hawley
ABSENT: Parrish

3) Consent/Regular Business

- a) Crossroads Presbyterian Church. The applicant is seeking rezoning recommendation approval to rezone from IPS (Institutional and Public Service Zoning) to R-3 (Residential Detached Zoning) for the property located at 6125 W. Chapel Hill Road.

Action

Ald. Strzelczyk made a motion to approve the two consent items.

Commissioner Becky Schaefer seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke, Hawley
ABSENT:	Parrish

4) Public Hearing

- a) Lumen Christi Church. The applicant is seeking conditional use grant and rezoning recommendation approval to rezone from R-3 (Residential Single Family Detached Zoning) to IPS (Institutional and Public Service Zoning) to allow for expansion of the current cemetery for the property located at 2723 W. Mequon Road.

Action

Ald. Strzelczyk made a motion to open a public hearing.

Commissioner Stoker seconded the motion.

A voice vote was called, vote passed (8-0).

John Welke – 2737 W. Mequon Road lives in the house adjoining this property. He stated that he first heard about this project six months ago and that he has not heard anything else until he received the courtesy card in the mail last Friday. He stated that on that same Friday he arrived home to find that all the bushes had been cleared from 2723 W. Mequon Road. He is concerned about his well which is currently located 102 feet from the cemetery. If the proposed project is approved, the well will only be 21 ft. from the lot line. He is concerned about the shared driveway and where all the equipment will go once they house gets torn down. He is very interested to know what is happening with the property next door as it directly affects them.

Beverly Welke – 2737 W. Mequon Road also lives next door and she shares the same concerns as John Welke mentioned but she is very concerned about the danger of turning into her driveway from Mequon Road as cars often think they are turning at Range Line Road. She is worried she will need to turn into her driveway and that there will be other trucks and vehicles there. She stated that the property had not been taken care of, the lawn had not been mowed, and nothing had been done all winter and spring until last Friday. She explained that it is not a shared driveway, it is a shared access. She is very interested in the access to the cemetery and is disappointed that they have not received communication from the church.

John Clark, Lumen Christi trustee stated that he talked to the Mrs. Welke six months ago and he was made aware of their concerns; they do not wish to live next door to a graveyard and they were concerned about the gravesite being at least 50 feet from their well. He stated that there will be tree and berm buffering to address the issue of living next door to a graveyard and that they will work with the Welkes and the Planning Commission to make it as attractive as possible. He also explained that it is state regulation that a well must be 50 feet from a gravesite and they will absolutely honor that legal requirement. He stated there will be a turnaround area located there. He stated that he feels badly that the Welkes feel that they

were not contacted but the applicant understands their concerns and is working to make certain they are addressed.

He stated that the timing of the brush removal and clean up was strictly coincidental to the timing of the courtesy cards arriving as the Parrish has a spring clean-up every year and the main project this year was to clear the brush between the existing cemetery and the property purchased. He stated they will be getting an official survey done of the driveway to understand exactly where the divide is, but he would very much like to work on a joint access agreement with the Welkes. He understands this is not a joint driveway situation and intends for each property owner to stay on and use their respective sides of the driveway.

Action

Ald. Strzelczyk made a motion to close the public hearing.

Commissioner Stoker seconded the motion.

A voice vote was called, vote passed (8-0).

Planner Vang gave an overall briefing of the staff report regarding the request for a rezoning recommendation from R-3 (Suburban Residential Detached) to IPS (Institutional and Public Service) which also requires a Land Use Plan Amendment from residential to institutional as well as a conditional use grant (CUG) because a cemetery is a conditional use in the IPS zoning. The CUG is contingent upon the approval of the rezoning by the Common Council. She stated that staff does recommend the applicant submit a shared access agreement, extensive buffering and certified survey map to combine the two parcels which would also dedicate right-of-way on Mequon Road and Range Line Road.

Asst. Eng. Henk stated that there are possible wetlands on the south side of the parcel which dictates that wetland delineation be done.

Staff does recommend approval of the rezoning, the land use plan map and the conditional use grant based upon the conditions in the report.

It was discussed that if a shared access agreement is not able to be agreed upon, a shared access with separate driveways is possible.

It was discussed that the parking for the cemetery is located across the street at the church. The applicant stated that a hearse will access the driveway and use the turnaround area but that the driveway is not to be used for public parking.

The applicant explained that there will not be access for the new cemetery area from Range Line Road as there is no room to walk through because it is filled with gravesites.

Ald. Strzelczyk stated that he feels that this is a good opportunity for the church and an appropriate use to expand the cemetery but his concern is for the abutting neighbor that shares the driveway. He feels that the Welkes home is immediately devalued by sharing the driveway with the cemetery.

The applicant reiterated that it is not a shared driveway situation and that each owner will use their side of the driveway only. They will get a formal survey to determine exact division of the driveway.

Ald. Strzelczyk stated that he feels strongly that a shared driveway agreement must be mandatory because he does not feel that it is fair for one resident to share an access and a driveway with a cemetery. Unless there is uniformity between the neighbors he does not feel comfortable approving this item.

It was suggested that the rezoning portion of the request be approved so that it can move on to Common Council for approval and that the conditional use grant could be tabled until the September meeting which would allow time for due diligence to be done regarding the driveway.

Action

Mayor Abendroth made a motion to approve the rezoning request and to table the conditional use grant request to allow for driveway due diligence to be done.

Ald. Strzelczyk seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Dan Abendroth, Chairman
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke, Hawley
ABSENT:	Parrish

- b) P2 Development Co., LLC for Foxtown Commons. The applicant is seeking conditional use grant and building and site plan approval for a proposed 96 unit apartment building for the property located at 11127 N. Industrial Drive.

Action

Ald. Strzelczyk made a motion to open a public hearing.

Commissioner Becky Schaefer seconded the motion.

A voice vote was called, vote passed (8-0).

Tom Zabjek – 11845 Sandhill Circle and President of Lakeside Development stated that he has a vested interest in this project as he plans to do some development in that area. He stated that he has worked with Bob Bach for many years and is supportive of the product he produces. He also feels that the market and the economics should be allowed to dictate the number of apartments approved.

Lora Reinholz-11264 N. Riverbirch Drive, HOA President of Riverbirch Condos stated that she has attended that many of the Foxtown and Spur 16 meetings to understand the impact to the neighborhood. She feels that the buildings are attractive but she has concerns about the traffic and safety for pedestrians and for the neighborhood. She would like to know about the

parking that will be available. She feels the crossing at the inner urban trail is a concern. She would like to know about the timing of the projects being completed and she is worried about over building.

Mayor Abendroth stated that the infrastructure planning and a future traffic signal at Industrial Drive is an issue that the city is aware of and is working on.

Action

Commissioner Stoker made a motion to close the public hearing.

Ald. Strzelczyk seconded the motion.

A voice vote was called, vote passed (8-0).

Asst. Dir. Zader gave a summary of the staff report regarding the request for building and site plan as well as conditional use grant approval for the proposed 96-unit residential apartment building. He stated that need for the conditional use grant is due to the buildings exceeding 2 and ½ stories. He also reminded the Commission that as part of the PUD, the applicant is only allowed to get the first 48 units approved once the Brewery receives occupancy. The second 48 units can only receive occupancy upon approval of the Argentos restaurant. There will be a delay and a phasing of these units over the next two years. Staff does recommend approval subject to the conditions in the report.

Mayor Abendroth requested that the landscaping plan come back before the Commission to be approved as opposed to approval at staff level.

The applicant, Robert Bach, handed out colored renderings to the Commission and displayed a large coloring rendering as well. He stated that the all the units on the first floor will have steps up to the unit as well as a front porch along Industrial Drive. Their goal is for the buildings to be harmonious. He stated that 50% of the front façade will be brick and stone with hardiplank sides. There are three different colors used: blue, green with beige and tan trim.

There was discussion that the colors are too busy and should be changed and that blue and green are not desirable.

Ald. Strzelczyk suggested that the TADI report should have been included in the packet as a review tool. It was explained by city staff that the TADI report was submitted along with a full analysis to the Common Council but there was no discussion of the subject and it was approved. As a whole it shows there is ample parking to handle all phases of the development.

Action

Commissioner Stoker made a motion to approve the item per staff conditions including the Mayor's request to have the landscape plan approved by the Commission and to include Commission Jim Schaefer as part of the staff approval of colors for the buildings.

Ald. Strzelczyk seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Abendroth, Strzelczyk, Choren, Stoker, J Schaefer, R. Schaefer, Lemke, Hawley
ABSENT:	Parrish

5) Regular Business

- a) Concord Development Company for Hold Holdings, LLC. The applicant is seeking building plan and master sign plan approval to allow for exterior improvements and additional signage to the adjoining buildings located at 10500 & 10520 N. Port Washington Road.

Planner Vang gave a summary from the staff report regarding the request for building and site plan amendment and the master sign plan approval. Staff does recommend approval of the requests subject to the conditions in the report.

The applicant, Andrew Petzold, stated they do not agree with conditions #3, #7, #9 & #10:

- #3 - Request for removal as this condition was not requested 2 years ago.
- #7 - Request for removal of this item as it creates a hardship due to the building being older (1960's) and would be very costly.
- #9 & #10 - Request that these conditions be replaced with the requirement that the new glass match the color and tint of the existing glass. The panels will be repaired and will match the existing colors.

The plan previously showed that only the south and west elevation improvements but this submittal also included the east elevations. They are requesting the ability to work with staff and receive staff level approval if the budget allows them to also make improvements to the north elevation.

The master sign plan was discussed and it was suggested that some specifics should be included and not just a general approval. The applicant should know what is allowed. The applicant will need to apply for a sign permit for each sign requested. It was advised that staff pay attention to the colors of the signs.

The screening of the rooftop mechanics were discussed and it was requested that because they are not going to be replaced that they are to be painted.

Action

Mayor Abendroth made a motion to approve the item with the removal of condition #3, the requirement to paint the rooftop mechanicals, conditions #9 & #10 be changed to specify that the glass and panels match the colors and existing materials, the north elevation will match and that all signage is to be reviewed and approved by staff.

Ald. Strzelczyk seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT: **APPROVED WITH CONDITIONS [7 TO 0]**
MOVER: Dan Abendroth, Chairman
SECONDER: Robert Strzelczyk, Alderman
AYES: Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke, Hawley
ABSENT: Parrish

- b) Lakeside Development. The applicant is seeking rezoning recommendation approval to add a 2.58 acre parcel located at 6907 W. Mequon Road to the Mequon Reserve PUD located at 6929-6941 W. Mequon Road.

Asst. Dir. Zader gave a summary of the staff report regarding the request for the rezoning recommendation. Staff recommends approval of the PUD Amendment which will go to the Common Council for final approval and then will return to the Commission for building and site plan approval for the commercial development in the front of the site.

The applicant, Ton Zabjek, stated that he is not looking for approval of the buildings tonight; he simply included a rendering for perspective. He stated that there is also the option to create 20 units of housing in the rear portion of the site. It is undecided at this time what will be done there.

Action

Ald. Strzelczyk made a motion to approve the item.

There was discussion regarding the parking due to the applicant proposing only slightly more than half (138 spaces) of what the zoning code dictates (250 spaces). There is a buffer area on the site that can be used for parking that meets the required spaces per code. This issue will continue to be looked at as there are many variables involved. The Commission has the ability to be flexible with parking and there is the space on this site to be used if needed.

Mayor Abendroth seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Robert Strzelczyk, Alderman
SECONDER: Dan Abendroth, Chairman
AYES: Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke, Hawley
ABSENT: Parrish

- c) Ascension Columbia St. Mary's Hospital Ozaukee. The applicant is seeking master sign plan amendment approval to update the hospital campus signage for the property located at 13111 N. Port Washington Road.

Planner Vang gave a review of the staff report regarding the master sign plan amendment request. Staff recommends approval of the parking lot signs, the way finding signs and the

wall signs. Staff recommends that the monument signs meet the 10 feet height and the 52 sq. ft. area requirement previously approved. Staff recommends that the gray base of the monument signs match the colors and materials of the building (per the sign code) or match some colors of the text. Staff also recommends that the main gray entrance sign should match the other signs on the campus and incorporate the colors proposed for all the other signage.

The applicants, Brian Randall and Scott Chadwell, stated that this is a large submittal and they appreciate the commitment of the staff to work through this together. The main focus is to incorporate the new Ascension name into the signage and to upgrade the current signs. They have worked through many of the staff recommendations and they are able to accommodate most of the requirements. They have two outstanding items:

1. The entryway monument sign font purposely does not match the font of the rest of the sign and that the writing is centered on the sign.
2. The gray monument signs are by design and are meant to draw attention to the emergency entrance. Their intent is to have a standardized look and to keep the gray colors but they would concede to the blue and white if the Commission decides that is desired.

The gray base color is also part of their standardized look that they hope will be approved. They feel that the gray is complimentary and cohesive and that it is an upgrade to the existing signs.

Action

Ald. Strzelczyk made a motion to approve the item with the requirement regarding the entranceway monument sign that the applicant communicate with staff, the illuminated sign can be slightly larger if the applicant desires and that the font on the entry sign can be different.

Commissioner Choren seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Martin Choren, Commissioner
AYES:	Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke, Hawley
ABSENT:	Parrish

- d) Stephen Perry Smith Architects for Foxtale Brewing Company, Inc. The applicant is seeking building and site plan approval for a proposed restaurant for the property located immediately east of 6411 W. Mequon Road (Argentos).

Cindy Shaffer – owner of Shaffer Development and Mequon resident supports the proposed Argentos restaurant. She encourages the Commission to review the parking for the remaining Foxtown projects and to hold off on more residential projects until the necessary parking is

confirmed.

Asst. Dir. Zader gave an overview of the staff report regarding the request for the building and site plan and sign waiver approvals. He explained that the code does require 110 parking stalls and that 83 stalls are proposed. It was revealed during the PUD process that the applicant is entering a shared parking agreement with Spectrum Advisors which will provide 36 additional stalls, as the business operation times are not competing. The TADI report also showed that during peak restaurant times there would be a demand for 85 stalls, which the shared parking agreement will provide (119 stalls). He stated that the building permit will not be approved until the shared parking agreement with Spectrum is finalized and the development agreement is approved. Staff recommends approval subject to the conditions in the report.

Asst. Eng. Henk stated that a revised list of conditions was shared with the Commissioners as there were some repeated conditions (#25-#34) listed in the staff report posted on the website. There are a total of 24 conditions.

The applicant, Stephen Smith and Gregg Thompson, stated that they agree with 22 of the 24 conditions. They would like to have two conditions removed:

- #2 regarding no building permit issued until the development agreement is approved.
- #9 Planning Commission and Common Council approval of development agreement all improvements in the right of way

They are requesting a building permit be issued to start construction by July 1st so that they can meet the parking requirements and access road requirements for the Foxtown Commons apartments and to provide the required additional parking spaces for the Brewery to open by the end of the year. They are encourage by the TIF moving forward and that they can work in good faith moving forward to complete the projects as scheduled.

Asst. Dir. Zader explained that there is a process and a method which involves the development agreement (DA) being approved prior to building permits being issued is twofold. First, the DA is a document that incorporates not only the physical improvements to the site but also whatever comes out of the TIF discussion in regards to incentive and types of improvements based on what is currently on the sites (how the financial agreement works is part of the DA). Secondly, the physical components of the right of way; the access point on Industrial Drive is part of the overall design of the Industrial Drive project and staff wants to ensure that the design is complete and that the agreement is in place prior to allowing the applicant to move forward on their project.

There was discussion as to what can be done to continue to have the applicant and staff continue to work together and move forward and to allow the applicant to begin construction while protecting the city from any exposure. It was discussed whether a footing and foundation permit could be issued.

Asst. Eng. Henk stated that she is supportive of a footing and foundation permit with site

improvements being approved as it works nicely with Site A and the brewery. Site B is used as part of the storm water management and there will already be significant disturbance of Site B in order to accommodate the Site A construction. She emphasized that there will need to be an understanding that footings and foundation and site design is as far as they would be permitted.

Parking was discussed and what benchmark was used to determine the required stalls. It was discussed that MTC1 never was intended to be able to accommodate their own parking and that the civic campus was to be used for overflow. It was stated that the TADI requirements look at peak demand at peak times which are different than how the city parking code is calculated. All the parking at the Foxtown project is based on the shared parking agreement with Spectrum being included. Staff feels that the 100 spaces compensate for both office and restaurant as the times of use are not competing.

Ald. Strzelczyk stated that he feels strongly about ensuring the parking is adequate to ensure that the applicant can be successful.

The applicant stated that they also want to ensure they have parking available to their customers so that they can be successful and they feel confident about the parking arrangement.

Action

Mayor Abendroth made a motion to approve the item allowing for a footing, foundation and site improvements permit to be issued prior to the development agreement or shared parking agreement are approved.

Ald. Strzelczyk seconded the motion.

A voice vote was called, vote passed (8-0).

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Dan Abendroth, Chairman
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke, Hawley
ABSENT:	Parrish

- e) Spur 16. The applicant is seeking building and site plan approval to allow for a mixed use development located at 6300 W. Mequon Road.

Asst. Dir. Zader reviewed staff report regarding the request for building and site plan and landscape plan approvals. Staff recommends approval according to the nine conditions in the report.

Alan Siggelkow – 204 Division Street, Thiensville stated that he is concerned about pedestrian safety. He stated that many people walk on Division Street and he would like to have the sidewalk continue on Division Street.

The applicant, Cindy Shaffer, stated that the project is moving along and the relationship with staff is going well.

The Commissioners gave feedback that they are very supportive of the architecture of the buildings and they are really like the painted sign on the smoke stack.

Ms. Shaffer stated that they doubled the parking that is required per the code and this was very important to the tenants they have secured as they were concerned about enough parking being available.

Action

Ald. Strzelczyk made a motion to approve the item.
Commissioner Stoker seconded the motion.
A voice vote was called, vote passed (8-0).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Abendroth, Strzelczyk, Choren, Stoker, J. Schaefer, R. Schaefer, Lemke, Hawley
ABSENT:	Parrish

6) Announcements

Asst. Dir. Zader announced to the Commissioners that Concordia University withdrew their application for the extended hours prior to the Common Council taking action so all the existing conditions remain in place.

The next meeting is July 23, 2018 at 6:00 pm.

7) Adjourn

Respectfully Submitted,

Jac Zader

TO: Planning Commission
FROM: KIM TOLLEFSON, DIRECTOR OF COMMUNITY DEVELOPMENT
DATE: July 23, 2018
SUBJECT: City of Mequon Town Center No. 3 Tax Increment District Project Plan Amendment

Background

The Town Center Tax Increment District (TID) was created in April of 2008, as a mixed-use district and amended in 2013 to modestly expand its boundary and allow for developer incentives. The amendment did not to increase the cost of overall TID expenditures. In 2009, the City borrowed for the anticipated project costs listed in the 2008 Project Plan and has made expenditures equivalent to those total costs. On June 4th, the Council received an update on the financial performance of the TID and provided direction to staff, based on a majority vote, to consider a development incentive for the 17-acre redevelopment Foxtown Commons project valued at \$50M. The Planning Commission is holding the state mandated public hearing for this TID amendment and consider adoption of the amended plan. The Council will consider adoption of the amended plan on August 15, 2018.

Town Center TID Performance To Date

An amendment to the TID is necessary should the Council provide the requested development incentive to Foxtown Commons, or to offer others in the future, or to make further expenditures towards any infrastructure improvements in the Town Center, if desired. The City has four active TIDs and has offered developer incentives consistent with the City's 2013 Community survey results, which indicate the following:

- 55.5% support incentives
- 61.4% support City focus on redevelopment
- 69.4% support tools for recruiting new businesses
- 48.8% support assistance to retain/expand existing businesses

Due to the cooperative effort between the City and the private development sector, the eight redeveloped sites in Town Center, have an accumulative value of \$74.5M resulting in a 1,209% increase from the 2007 base value of those sites at the time of TID No. 3's creation. The private sector's contribution to the increase in value is 93.7% and the City's contribution through incentives is 6.3%. In addition, over 28 acres have redeveloped in the Town Center and over 25 new businesses have been attracted to the neighborhood. Further, the Town Center development has generated over \$400,000 in park impact fees since 2015. At 2017YE, the Assessor's Office provided a report of the City's top 50 assessed parcels. When evaluating those 50 parcels on a per acre basis against redeveloped Town Center sites, 7 of the top 10 assessed parcels on a per acre value are located in the Town Center neighborhood.

Presently, the Town Center TID is projected to close by 2028 with \$96.1M of new development value based on the following variables:

- Spur 16's full project value of \$26.1M is generated by 2020.
- No further projects are constructed by the private sector.
- No further TID expenditures are made by the City.

The incentive formula utilized by the City is referred to as the 'Fast Track Formula' because the eligibility criteria are specific and objective. The formula assumes the City's expenditure for an incentive occurs only after the project is constructed and assessed, and after annual tax payments are made to the City. Eligible reimbursement costs include environmental clean-up and demolition on the subject redevelopment site(s).

Foxtown Development Master Plan & Incentive Eligibility

Foxtown's master plan includes the redevelopment of 17 acres and will remove blighted conditions and non-conforming uses in the neighborhood. These sites rank as high priority redevelopment sites based on criteria established by the Economic Development Board in 2017. The development improvements are scheduled to occur over a period of five years, through 2023, with a total estimated project value of \$50M. The project has achieved its master plan approval from the Common Council and is proceeding with approvals by the Planning Commission and construction, pending the Council's consideration of requested development incentives. Application of the Fast Track Formula to the Foxtown Development results in an eligible incentive of approximately +/- \$4.5M.

An incentive authorized to Foxtown via the Fast Track Formula, assuming an estimated project value of \$50M, would have the following financial performance impacts on the TID:

- The accumulative value of the redeveloped sites would rise to \$124M, an increase of 1,744% from the base value.
- The City's accumulative contribution to the increase in value through incentives increases from 6.3% to 7.4%
- The City's Fast Track incentive contributes 9% to the total project value for Foxtown Development. The average of the other incentivized projects is 7.2%. While there is no industry standard, a general 'not to exceed' benchmark is 20%.
- The TID is projected to close by 2027, one year earlier than the life of the TID.

The chart below highlights the 9 redeveloped Town Center sites. The base value from 2007 totals \$6.7M. The value is estimated at \$124.5M with the inclusion of Spur 16 and the proposed Foxtown Commons. Again, this is a 1,744% increase in value. As noted, the City's aggregate contribution is equivalent to approximately 7.4% of the net increase in overall value.

Overview of 9 Redeveloped Town Center Sites

<u>Development</u>	<u>Base Value</u>	<u>Projected Value</u>	<u>Incentive</u>
Outpost	\$305,683	\$2,973,200	\$328,515
Dermond	\$99,689	\$8,000,000	\$646,000
MTC1	\$1,936,791	\$18,790,600	\$1,800,000
Spur 16	\$651,594	\$26,100,000	\$1,700,000
Spectrum	\$1,035,400	\$1,862,100	\$0
Reserve	\$1,343,192	\$5,969,400	\$250,000
RCAC		\$8,000,000	\$0

Memory Care	\$316,270	\$2,810,000	\$0
Foxtown	<u>\$1,060,249</u>	<u>\$50,000,000</u>	<u>\$4,500,000</u>
	\$6,748,868	\$124,505,300	\$9,224,515

Development Incentive Options

Based on the analysis performed by Ehlers & Associates (City's financial consultant), the Town Center TID can support additional Pay-as-You-Go incentives. New projects cannot be initiated after April 2023, therefore the surplus of cash in the TID prior to 2023 constitutes the available funding for the City to make any additional expenditures. It is estimated that there would be funds available before 2023 through cash financing for any additional expenditures desired by the City. To maximize the funding available through the life of the TID, the City has the option to debt finance additional projects. With the development of the Foxtown Commons development through utilization of the Fast Track incentive and an expected office development valued at \$7M, the City could debt finance approximately \$15M through 2028 and close the TID on time.

There are several variables affecting the projected financial performance of the TID including desired closure date, desired public projects and budgeting for such, anticipated project values in any given year, as well as additional unknown potential value being added to the neighborhood, among others. The TID Project Plan reflects estimates and a blueprint for a budget, it doesn't obligate the City to make any expenditures.

Town Center TID Public Projects

In 2008, the original Town Center TID Project Plan identified a number of public improvement projects anticipated by the City. Some infrastructure improvements have been made including the following:

- Burial of overhead utility lines on Cedarburg and Mequon Roads
- Reconstruction of Cedarburg Road, and the extension of public water in Mequon Road from Wauwatosa Road to Cedarburg Road
- Implementation of a riverwalk and gateway feature
- Public streetscaping

Since offering incentives in 2013, the City has postponed implementation of several projects originally intended, but that are still considered desirable. These include the following:

- Furthering the public streetscaping and pedestrian amenities to create a unified and distinct neighborhood such as improving the public streets with on-street parking, lighting, street trees, landscaping, signage and enhanced crosswalks.
- Burying remaining overhead utilities along Mequon and Cedarburg Roads.
- Construction of a trail head facility along the Ozaukee Interurban Trail.
- Enhancing the amenities and functionality of the Civic Campus including lighting, landscaping, pathways and signage.
- Expanding improvements to the riverfront park including lighting, landscaping and passive recreational amenities.

The request for the TID Project Plan amendment is requested to legally authorize the Council to make additional expenditures for the Town Center neighborhood should the Council chose. The plan, if approved, does not obligate the City to make any additional expenditure. The plan lists the original projects as referenced in the 2008 approved plan with updated costs and expenditures

for a Pay-Go option for incentives. Any expenditure from the TID that is requested or desired by the Council will require specific and separate approvals.

Staff Recommendation

Planning staff recommends the approval of the Town Center TID No.3 Project Plan amendment and requests the Planning Commission forward to the Common Council for consideration on August 15th.

Attachments:

Resolution (DOCX)

Town Center TID No. 3 Project Plan Amendment (PDF)

2008-2018 Town Center No. 3 Project Plan Public Improvements Budget Chart (XLSX)

City Attorney Memo (DOC)

RESOLUTION NO. 2018-

**RESOLUTION APPROVING A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT NO. 3
CITY OF MEQUON, WISCONSIN**

- A. The City of Mequon (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City.
- B. Tax Incremental District No. 3 (the “District”) was created by the City on April 15, 2008 as a mixed-use district.
- C. The City now desires to amend the Project Plan of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105, (the "Tax Increment Law").
- D. Such an amendment will allow for the District to incur project costs outside of, but within ½ mile of, the boundaries of the District as permitted under Wisconsin Statutes Section 66.1105(2)(f)1.n.
- E. The proposed additional and updated projects costs may include, but are not limited to: various public improvements and cash grants to owners, lessees or developers of land located within the District (development incentives), and professional and organizational services, administrative costs, and finance costs; and,
- F. An amended Project Plan for the District (the “Amendment”) has been prepared that includes:
 - 1. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
 - 2. An economic feasibility study;
 - 3. A detailed list of estimated project costs;
 - 4. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
 - 5. A map showing existing uses and conditions of real property in the District;
 - 6. A map showing proposed improvements and uses in the District;
 - 7. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
 - 8. A list of estimated non-project costs;
 - 9. A statement of the proposed plan for relocation of any persons to be displaced;
 - 10. A statement indicating how the amendment of the District promotes the orderly development of the City;
 - 11. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).
- G. Prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Ozaukee County, the Mequon-Thiensville School District, and the Milwaukee Area Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and,

- H. In accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 23, 2018 held a public hearing concerning the proposed amendment to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Mequon that:

1. The boundaries of Tax Incremental District No. 3 remain unchanged as specified in Exhibit A of this Resolution
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Amendment of the Project Plan of the District promotes orderly development in the City.

Adopted this _____ day of _____, 2018.

Planning Commission Chair

Secretary of the Planning Commission



July 19, 2018

Project Plan for the Project Plan Amendment of Tax Incremental District No. 3



Organizational Joint Review Board Meeting Held:	Scheduled for: July 17, 2018
Public Hearing Held:	Scheduled for: July 23, 2018
Consideration for Adoption by Plan Commission:	Scheduled for: July 23, 2018
Consideration for Adoption by Common Council:	Scheduled for: August 15, 2018
Consideration for Approval by the Joint Review Board:	Scheduled for: TBD

Tax Incremental District No. 3 Project Plan Amendment

City of Mequon Officials

Common Council

Dan Abendroth
Robert Strzelczyk
Glenn Bushee
Dale Mayr
John Wirth
Mark T. Gierl
Brian Schneider
Kathleen Schneider
Andrew Nerbun

Mayor
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member

City Staff

Caroline Fochs
William Jones
Kim Tollefson
Tom Watson
Brian Sajdak

City Clerk
City Administrator
Director of Community Development
Director of Finance
City Attorney

Plan Commission

Mayor Dan Abendroth
Rebecca Schaefer
Rick Lemke
Martin Choren
John Wirth
Robert Strzelczyk

John Mason
Brian Parrish
Stephanie Hawley
James Schaefer
John Stoker

Joint Review Board

City Representative
Ozaukee County
Milwaukee Area Technical College District
Mequon-Thiensville School District

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SECTION 1: Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District (“TID”) No. 3 (The “TID” or “District”) is an existing mixed-use district, created by a resolution of the City of Mequon (“City”) Common Council adopted on April 15, 2008 (the “Creation Resolution”).

Amendments

The District was previously amended on February 12, 2013, whereby a resolution was adopted to add additional territory to the District, and to amend the list of projects to be undertaken. This amendment was the first of four territory amendments permitted for this District.

Purposes of this Amendment

The proposed additional and updated projects costs may include, but are not limited to: various public improvements and cash grants to owners, lessees or developers of land located within the District (development incentives), and professional and organizational services, administrative costs, and finance costs.

Estimated Total Project Expenditures.

Specific details as to the types, locations and cost estimates are found in Sections 7, 8 and 9 of this plan. It is anticipated that the remaining and additional projects will be completed in multiple phases. The projects are expected to be financed with tax increment cashflow or general obligation debt, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing is located in Section 10 of this plan. The expenditure period of this Existing District terminates on April 15, 2023.

The additional project costs include costs for sewer & water improvements, road construction. These project areas, are located both in the current boundary & outside of, but within ½ mile of the current boundary of the District and within the City.

Economic Development

The City projects that additional land and improvements value of approximately \$54.8 million will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the additional improvements made and projects undertaken as detailed in this amendment. A table detailing assumptions as to the timing of new development and redevelopment, and associated values is located in Section 10 of this Plan. In addition, amendment of the District’s Project Plan is expected to result in further economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

The District has a maximum statutory life of 20 years, and must close not later than April 15, 2028, resulting in a final collection of increment in budget year 2028. Considering only existing increment value as well as the projections for development that is underway and assuming no additional projects are undertaken the anticipated total cumulative revenues will exceed total liabilities by the year 2026, 2 years prior to the maximum life of the district. Based on the Economic Feasibility Study located in Section 10 of this Plan, amendment of the District would shift the projected closure year from 2026 to 2028.

Summary of Findings

As required by Wisconsin Statutes Section.66.1105, and as documented in this Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. **That “but for” amendment of the District’s Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City.** In making this determination, the City has considered the following information:
 - The City has conducted an independent review of the intended developer’s sources and uses proforma for the initial proposed development and/or redevelopment project. This review has concluded that a public investment of approximately \$4.4 million is required to enable the development to occur in the manner desired by the City, while providing the developer a fair and reasonable return on their investment.
 - The additional expenditures contemplated by the plan amendment are necessary to fully achieve the original goals of the District Project Plan, including creation of new tax base and other economic benefits. The City expects that without the amendment, the full development as projected will be less likely to occur.
 - Some of these additional expenditures are associated with projects that were unanticipated at the time of District creation, but have now been determined necessary to enable the District to fully implement its Project Plan.
2. **The economic benefits of amending the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:
 - As demonstrated in the Economic Feasibility Section of this Project Plan amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
 - The additional development expected to occur within the District would create approximately 96 residential units, providing housing opportunities for workers.
3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**
 - Given that it is not likely that the District will achieve all of the objectives of its Project Plan or in the same manner without the continued use of tax incremental financing (see finding # 1), and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements (see Finding #2), the City

reasonably concludes that the overall additional benefits of the District outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the “but for” test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the Project Plan is not amended.

4. The boundaries of the District are not being amended. At the time of creation, and any subsequent additions of territory, not less than 50%, by area, of the real property within the District is suitable for a combination of commercial and residential uses, defined as “mixed-use development” within the meaning of Wisconsin Statutes Section 66.1105(2)(cm). Lands proposed or developed for newly platted residential development comprise 30% (and in no event will exceed 35%), by area, of the real property within the District. Any project Costs related to newly platted residential development are eligible expenditures based on the finding that the development has a residential housing density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.
5. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution and in any subsequent resolutions amending the boundaries of the District, the District remains declared a mixed-use district based on the identification and classification of the property included within the District.
6. The Project Costs of the District relate directly to promoting mixed-use development in the District consistent with the purpose for which the District was created.
7. The improvements of such area are likely to enhance significantly the value of substantially all of the other real property in the District.
8. The City estimates that the amount of retail business will not change as a result of this amendment.
9. The Project Plan for the District, as amended, is feasible, and is in conformity with the Master Plan of the City.

SECTION 2: Type and General Description of District

The District was created under the authority provided by Wisconsin Statutes Section 66.1105 on April 15, 2008 by resolution of the Common Council. The District's valuation date, for purposes of establishing base value, was January 1, 2008.

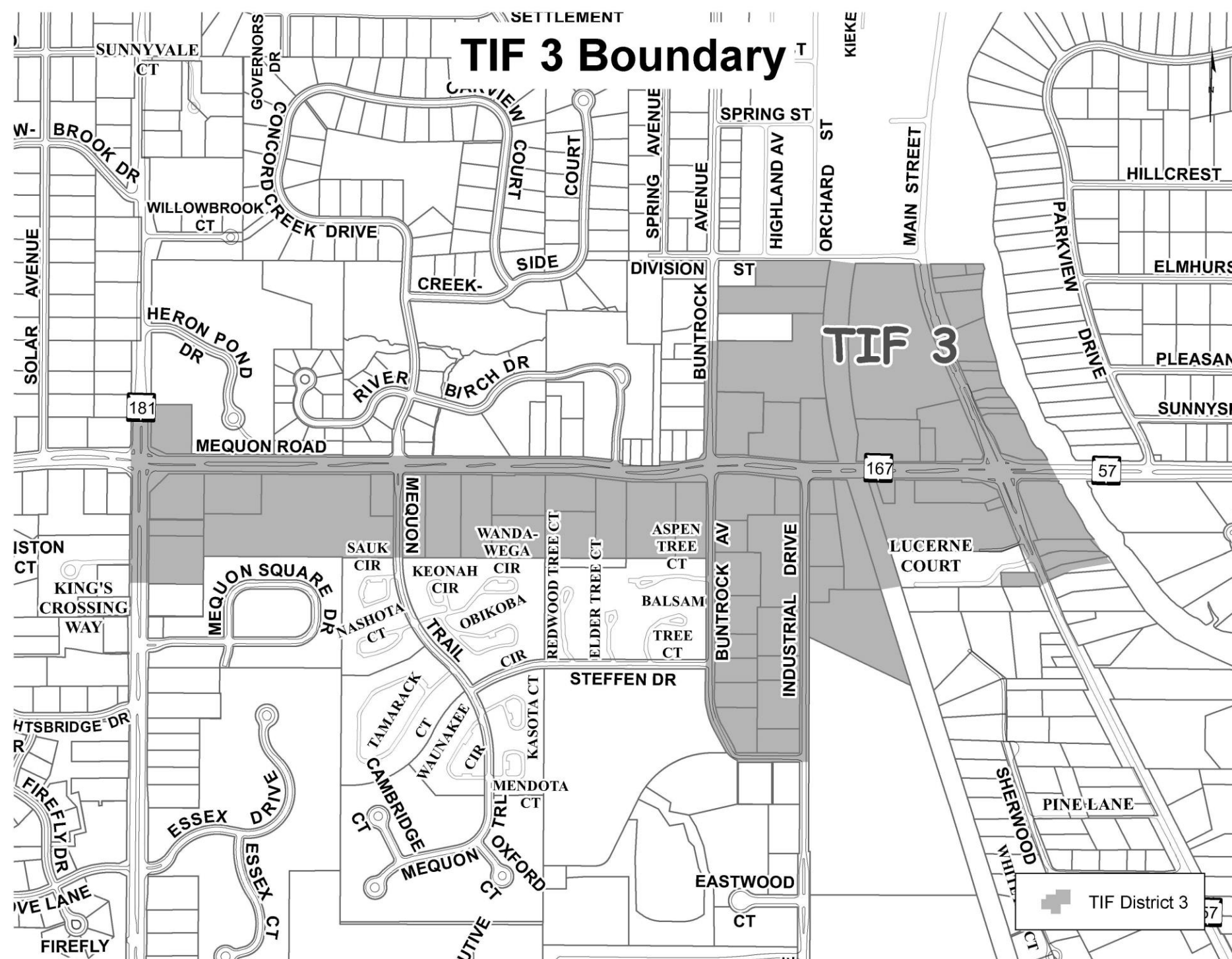
The existing District is a "Mixed Use District" based upon a finding that at least 50%, by area, of the real property within the District was suitable for a combination of commercial and residential uses within the meaning of Wisconsin Statutes Section 66.1105(2)(cm). Since this amendment does not add any territory to the District, the District remains in compliance with this provision. The District also remains in compliance with the prohibition that no more than 35% of the area of the District be allocated for newly-platted residential development. To the extent that the City has incurred, or may incur, Project Costs for newly platted residential development, the residential development will have a density of at least 3 units per acre as defined in Wisconsin Statutes Section 66.1105(2)(f)3.a.

Wisconsin Statutes Section 66.1105(4)(h)2. provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding and/or subtracting territory up to a total of four times during the life of the District. The boundaries of the District have been amended once prior to this Amendment. Since this amendment does not involve the addition or subtraction of territory from the District, it is not counted against the number of available boundary amendments.

This Project Plan Amendment supplements, and does not supersede or replace any component of the original Project Plan, or any component of previously adopted Project Plan Amendments, unless specifically stated. All components of the original Project Plan, and its previously adopted Project Plan Amendments, remain in effect.

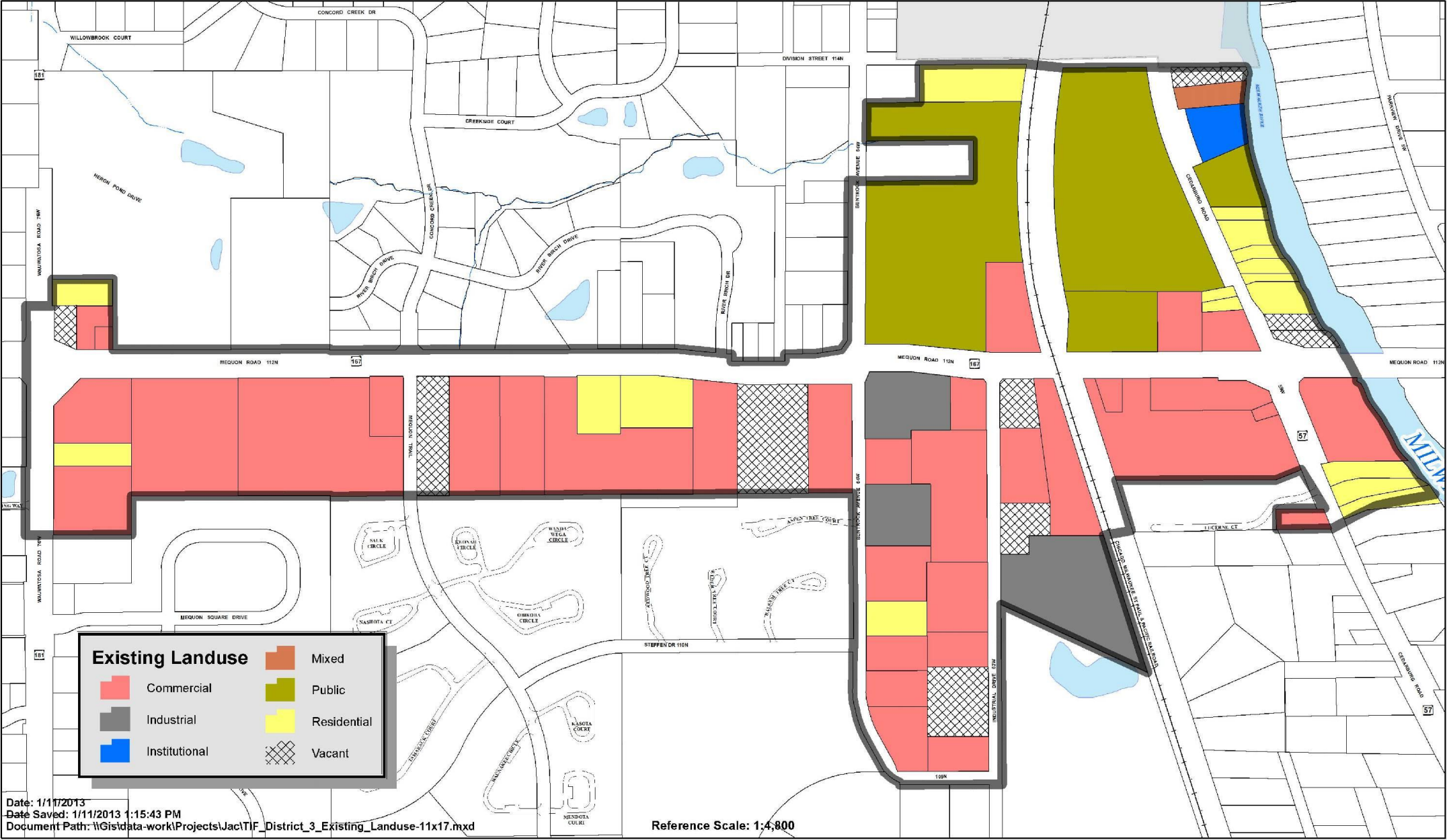
A map depicting the current boundaries of the District is found in Section 3 of this Plan. Based upon the findings stated above, the original findings stated in the Creation Resolution, and the findings contained in any subsequent resolution adding territory to the District, the District remains a mixed-use district based on the identification and classification of the property included within the District.

SECTION 3: Map of Current District Boundary



SECTION 4:
Map Showing Existing Uses and Conditions

Proposed TIF #3 District - Existing Landuse



SECTION 5: Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for this Amendment.

SECTION 6: Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The City proposes modifying the categories, locations and/or costs of the projects to be undertaken within the District through the remainder of its expenditure period as follows:

- Additional Developer Incentives
- Undertaking of projects identified in the original project plan that have not been completed as resources were directed to other initiatives including infrastructure improvements along Mequon Road, Industrial and Buntrock, improvements to the Civic Campus and Riverfront Park.

The following is a summary list of public works and other TIF-eligible projects that the City has implemented, or intended to implement based on the original project Plan, and includes the modifications detailed above. Any costs directly or indirectly related to the public works and other projects are considered "Project Costs" and are eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development and/or Redevelopment

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; maintaining adequate open space; reduction of erosion and sedimentation by

preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development and/or redevelopment, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development and/or redevelopment, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development and/or redevelopment to occur, the City may construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That

portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development and/or redevelopment to occur, the City may construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; storage tanks; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development and/or redevelopment within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the City may construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development and/or redevelopment, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development and/or redevelopment to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development and/or redevelopment consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs. As a basis for determining a development incentive, the City may apply its Fast Track incentive methodology as follows:

The Fast Track Option allows for a developer financed project, to receive financial incentives for redevelopment efforts located within an established TIF district for a single parcel containing improvements so long as the project creates new construction value of 3 million dollars beyond the current improvement value. The payback period and the amount of the financial incentive allowed will be negotiated as part of the developer's agreement.

The Fast Track Options require Economic Development Board review and approval. A Case by Case Basis Option allows the Council to consider exceptions to the minimum standards required and maximum financial incentive allowed under the Fast Track Options. The Case by Case Basis Option requires Economic Development Board and Common Council review and approval.

Projects Outside the Tax Increment District

- Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: Street Improvements, including lighting sidewalks, landscaping and other features.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, amendment, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, site preparation, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages, and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special tax increment finance fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan Amendment.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and listed in this Plan or the original Project Plan. To the extent the costs benefit the City outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received by the City in connection with the implementation of this Plan.

Tax Increment Finance District # 3 - Improvement Areas



SECTION 8: Detailed List of Additional, Updated and Existing Project Costs

This Section contains information relative to the specific projects and expenditures that the City anticipates it will undertake within the District during the remainder of the expenditure period.

All costs are based on 2018 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2018 and the time of construction. The City also reserves the right to increase certain Project Costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget, nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without further amending this Plan.

Proposed TIF Project Cost Estimates

City of Mequon, Wisconsin				
Tax Increment District #3				
Estimated Project List				
Project ID	Project Name/Type	Phase I 2018-2020	Phase II 2020-2023	Ongoing Expenses
				Total (Note 1)
1	Zone 5 *	150,000		150,000
2	Zone 6 Mequon Road (Cedarburg to Buntrock) *		4,900,000	4,900,000
3	Zone 7 Mequon Road (Buntrock to Wauwatosa) *		470,000	470,000
4	Zone 8 Industrial/Buntrock Loop *		530,000	530,000
5	Civic Campus *	290,000	200,000	490,000
6	Riverfront park *	150,000		150,000
7	Developer Incentives	4,400,000	1,000,000	5,400,000
8	Interest on Long term Debt			3,152,010
9	Administration & Professional Services			110,000
Total Projects		4,990,000	7,100,000	3,262,010
				15,352,010
Notes:				
Note 1 Project costs are estimates and are subject to modification				
*Projects that were identified within the original project plan				

SECTION 9: Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

This amendment modifies the specific projects and expenditures that the City anticipates it will undertake within the District during the remainder of the expenditure period.

The information and exhibits contained within this Section demonstrate that the District, as proposed to be amended, will remain economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the remaining projects contained within this Plan. A listing of “Available Financing Methods” follows.
- The City expects to complete the remaining projects in one or more phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under “Plan Implementation” within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to incur is included.
- The development anticipated to occur as a result of the continued implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) an updated projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) an updated cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

Implementation of this Plan may require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of \$230,524,665, of which \$200,979,665 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers (“Pay as You Go” Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient

to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity.

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a Lease Revenue Bond by its Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of its various utility systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

As stated in the original project plan, projects identified will provide the necessary anticipated governmental services and/or development incentives to the remaining district. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements, if any. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Projects identified will provide the necessary anticipated governmental services and/or development incentives to the district. It is anticipated these expenditures will be made during the remaining expenditure period. However, public debt and expenditures should be made at the pace private development and/or redevelopment occurs to assure increment is sufficient to cover expenses. The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective. In any event, all additional Project Costs are to be incurred within the period specified in Wisconsin Statutes Section 66.1105(6)(am).

It is anticipated developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement these agreements might include levying of special assessments against benefited properties.

The order in which expenditures are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

Implementation and Financing Timeline

City of Mequon, Wisconsin						
Tax Increment District #3						
Estimated Financing Plan						
	Bank Note 2019	Municipal Revenue Obligation (MRO) 2019	G.O. Promissory Note 2020	Municipal Revenue Obligation (MRO) 2020	TID Cash flow 2019-2028	Totals
Projects						
Phase I	590,000	4,400,000				4,990,000
Phase II			6,100,000	1,000,000		7,100,000
Phase III						0
Phase IV						0
Ongoing expenses					3,262,010	3,262,010
Total Project Funds	590,000	4,400,000	6,100,000	1,000,000	3,262,010	15,352,010
Estimated Finance Related Expenses						
Municipal Advisor			31,000			
Bond Counsel			12,000			
Rating Agency Fee			15,000			
Paying Agent			850			
Underwriter Discount	0.00	0	5.00	30,500		
Debt Service Reserve						
Capitalized Interest						
Total Financing Required	590,000		6,189,350			
Estimated Interest	0.25%	(738)	1.00%	(91,500)		
Assumed spend down (months)	6		18			
Rounding	738		2,150			
Net Issue Size	590,000	4,400,000	6,100,000	1,000,000	3,262,010	
Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.						

Development Assumptions

City of Mequon, Wisconsin														
Tax Increment District #3														
Development Assumptions														
Construction Year	Actual	Dermond	Reserve	RCAC Project	Spur 16	Foxtown Historic Brewery & Tavern	Foxtown Two Story Retail 1/Garden Terrace	Foxtown Apartments	Foxtown Brewery	Foxtown Mixed Use Development (Retail/Office/Res)	Foxtown Single Family	Office Development	Annual Total	Construction Year
6 2013	1,404,600												1,404,600	2013 6
7 2014	7,479,600												7,479,600	2014 7
8 2015	25,849,000												25,849,000	2015 8
9 2016	6,916,600												6,916,600	2016 9
10 2017		4,000,000	10,700,000										14,700,000	2017 10
11 2018		4,000,000		9,700,000	11,160,000	3,650,000	2,450,000	5,000,000				2,000,000	37,960,000	2018 11
12 2019					13,680,000			10,400,000	3,750,000		3,900,000	5,000,000	36,730,000	2019 12
13 2020					5,160,000					4,130,000	3,900,000		13,190,000	2020 13
14 2021										4,130,000	4,850,000		8,980,000	2021 14
15 2022										1,650,000			1,650,000	2022 15
16 2023													0	2023 16
17 2024													0	2024 17
18 2025													0	2025 18
19 2026													0	2026 19
Totals	41,649,800	8,000,000	10,700,000	9,700,000	30,000,000	3,650,000	2,450,000	15,400,000	3,750,000	9,910,000	12,650,000	7,000,000	154,859,800	

Notes:

Upon completion of the Foxtown development, 80% of the District area would still be available for development between now and the close of the district. Assumptions have not been made for the value of that potential development at this time.

Increment Revenue Projections

City of Mequon, Wisconsin							
Tax Increment District #3							
Tax Increment Projection Worksheet							
Type of District	Mixed Use			Base Value	41,330,300		
District Creation Date	April 15, 2008			Appreciation Factor	1.10%		
Valuation Date	Jan 1,	2008		Base Tax Rate	\$15.87		
Max Life (Years)	20			Rate Adjustment Factor			
Expenditure Period/Termination	15	4/15/2023					
Revenue Periods/Final Year	19	2028					
Extension Eligibility/Years	Yes	6					
Recipient District	No						

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
Tech College Ext.		3					0
6	2013	1,404,600	2014	3,728,329	2015	\$15.58	58,105
7	2014	7,479,600	2015	11,207,929	2016	\$16.38	183,571
8	2015	25,849,000	2016	37,056,929	2017	\$14.38	532,838
9	2016	6,916,600	2017	43,973,529	2018	\$15.87	697,848
10	2017	14,700,000	2018	938,342	2019	\$15.87	946,025
11	2018	37,960,000	2019	1,110,364	2020	\$15.87	1,566,061
12	2019	36,730,000	2020	1,540,138	2021	\$15.87	2,173,398
13	2020	13,190,000	2021	1,961,109	2022	\$15.87	2,413,842
14	2021	8,980,000	2022	2,127,772	2023	\$15.87	2,590,120
15	2022	1,650,000	2023	2,249,957	2024	\$15.87	2,652,011
16	2023	0	2024	2,292,857	2025	\$15.87	2,688,398
17	2024	0	2025	2,318,078	2026	\$15.87	2,725,185
18	2025	0	2026	2,343,577	2027	\$15.87	2,762,377
19	2026	0	2027	2,369,356	2028	\$15.87	2,799,978
Totals		154,859,800		21,575,279		Future Value of Increment	24,899,915

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

Cash Flow

City of Mequon, Wisconsin

Tax Increment District #3

Cash Flow Projection

Year	Projected Revenues						Expenditures													Balances						
	Tax Increments	Interest Earnings/ (Cost)	Computer Aid	Other Revenue	BAB rebate	Total Revenues	Taxable W/BAB Designation 6,950,000		Bank Note 590,000		G.O. Promissory Note 6,100,000		Paying Agent & BAB fee	Outpost Development Incentive	Dermond Development Incentive	Reserve Development Incentive	Foxtown Development Incentive	Development Incentives between 2020 and 2023	Capital Expenditures	Admin./ Prof services	Total Expenditures	Annual	Cumulative	Principal Outstanding	Principal & Incenties outstanding	Year
							Dated Date: Principal (8/1)	08/05/09 Interest	Dated Date: Principal (8/1)	08/01/19 Interest	Dated Date: Principal	08/01/20 Interest														
2015		1.00%				0											70%						(1,195,901)	6,800,000	12,425,937	2015
2016	183,570	546	4,305	2,000	120,979	311,400	250,000	370,875						25,270					2,225	37,150	685,520	(374,120)	(1,570,021)	6,550,000	12,150,667	2016
2017	532,838		6,906	7,506	117,184	664,434	250,000	359,625					500	25,270					848	89,710	725,953	(61,519)	(1,631,540)	6,300,000	11,875,397	2017
2018	697,848		6,561		111,976	816,385	300,000	347,750					500	25,270	49,802	83,333				10,000	816,655	(270)	(1,631,811)	6,000,000	11,416,992	2018
2019	946,025		6,233		107,146	1,059,403	350,000	332,750					500	25,270	49,802	83,333				10,000	851,655	207,748	(1,424,063)	6,240,000	11,498,587	2019
2020	1,566,061		5,921		101,511	1,673,493	400,000	315,250	105,000	19,175			500	25,270	49,802	83,334	123,308			10,000	1,131,638	541,854	(882,209)	11,835,000	16,811,874	2020
2021	2,173,398		5,625		95,071	2,274,094	450,000	295,250	110,000	15,763	300,000	179,633	500	25,270	49,802		325,178			10,000	1,761,395	512,698	(369,510)	10,975,000	15,551,623	2021
2022	2,413,842		5,344		87,826	2,507,011	550,000	272,750	120,000	12,188	550,000	172,283	500	25,270	49,802		417,959	0		10,000	2,180,751	326,260	(43,250)	9,755,000	14,838,592	2022
2023	2,590,120		5,077		78,793	2,673,990	600,000	244,700	125,000	8,288	650,000	157,708	500	25,270	49,802		522,314			10,000	2,393,581	280,409	237,159	8,380,000	12,866,207	2023
2024	2,652,011	2,372	4,823		68,554	2,727,759	650,000	212,900	130,000	4,225	750,000	139,833	500	25,270	49,802		546,389	100,000		10,000	2,618,918	108,841	346,000	6,850,000	10,614,746	2024
2025	2,688,398	3,460	4,582		56,833	2,753,273	675,000	176,500			800,000	118,083	500	25,270	49,802		552,399	150,000		10,000	2,557,554	195,719	541,719	5,375,000	8,362,275	2025
2026	2,725,185	5,417	4,353		44,335	2,779,290	725,000	137,688			995,000	94,083	500	25,270	49,802		558,476	250,000		10,000	2,845,818	(66,527)	475,191	3,655,000	5,758,727	2026
2027	2,762,377	4,752	4,135		30,912	2,802,176	775,000	96,000			1,000,000	64,233	500	25,270	49,802		564,619	250,000		10,000	2,835,423	(33,247)	441,944	1,880,000	3,094,036	2027
2028	2,799,978	4,419	3,928		15,939	2,824,265	825,000	49,500	0		1,055,000	33,233	500	25,270	149,407		789,359	250,000		10,000	3,187,268	(363,003)	78,941	0	(0)	2028
Total	24,841,809	20,966	67,790	9,506	1,037,057	25,977,129	6,800,000	3,211,538	590,000	59,638	6,100,000	959,085	6,000	328,510	647,427	250,000	4,400,001	1,000,000	3,073	236,860	24,592,130				Total	

Notes:

Any additional development not refelct in the development assumptions
The City reserves the right to use alternate financing solutions for the projects as they are implemented.
2020 Estimated interest rates 7/11/18 Bloomberg AAA rates plus 100 basis points (rates subject to change based upon market conditions at time of issuance)

Projected TID Closure

SECTION 10: Annexed Property

No territory will be added or subtracted from the District as a result of this amendment.

SECTION 11: Proposed Zoning Ordinance Changes

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment.

SECTION 12: Proposed Changes in Master Plan, Map, Building Codes and City of Mequon Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

SECTION 13: Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes chapter 32.

SECTION 14: Orderly Development and/or Redevelopment of the City of Mequon

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

SECTION 15: List of Estimated Non-Project Costs

Non-Project Costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with tax incremental finance funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City does not expect to incur any non-project costs in the implementation of this Project Plan.

SECTION 16:
Opinion of Attorney for the City of Mequon Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105

July 18, 2018

SAMPLE

Mayor Dan Abendroth
City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092

RE: City of Mequon, Wisconsin Tax Incremental District No. 3 Amendment

Dear Mayor:

As City Attorney for the City of Mequon, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Brian Sajdak
City of Mequon

Exhibit A: Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2017	Percentage
County	8,166,759	11.19%
Special District	5,711,956	7.82%
Municipality	22,644,324	31.02%
School District	36,481,483	49.97%
School District		0.00%
Technical College		0.00%
Total	73,004,522	

Revenue Year	County	Special District	Municipality	School District	School District	Technical College	Total	Revenue Year
2015	6,500	4,546	18,023	29,036	0	0	58,105	2015
2016	20,535	14,363	56,940	91,733	0	0	183,571	2016
2017	59,607	41,690	165,274	266,267	0	0	532,838	2017
2018	78,066	54,600	216,457	348,726	0	0	697,848	2018
2019	105,828	74,018	293,435	472,743	0	0	946,025	2019
2020	175,190	122,530	485,756	782,585	0	0	1,566,061	2020
2021	243,130	170,049	674,138	1,086,080	0	0	2,173,398	2021
2022	270,028	188,862	748,718	1,206,234	0	0	2,413,842	2022
2023	289,748	202,654	803,396	1,294,323	0	0	2,590,120	2023
2024	296,671	207,496	822,593	1,325,251	0	0	2,652,011	2024
2025	300,742	210,343	833,879	1,343,434	0	0	2,688,398	2025
2026	304,857	213,222	845,290	1,361,817	0	0	2,725,185	2026
2027	309,017	216,132	856,826	1,380,402	0	0	2,762,377	2027
2028	313,224	219,073	868,489	1,399,192	0	0	2,799,978	2028
	2,785,466	1,948,197	7,723,381	12,442,871	0	0	24,899,915	

Notes:

The projection shown above is provided to meet the requirements of Wisconsin Statute 66.1105(4)(i)4.

2008-2018 Town Center No. 3 Project Plan Public Improvements Budget

	Original Budget 2008	Estimated Cost to Complete 2013	Estimated Cost to Complete 2018	Revised Budget 2018	Notes
<u>Zone 5: Cedarburg Road</u>	\$1,060,400.00	\$147,600.00	\$290,000.00	\$150,000.00	
Complete Sidewalk on East					
Bridge Enhancements					
Electrical Work & Pedestrian Lights					
Signage					
Bike Racks & Trash Recepticles					
<u>Zone 6: Mequon Road (Cedarburg Rd - Buntrock Ave)</u>	\$3,069,400.00	\$4,233,200.00	\$4,900,000.00	\$4,900,000.00	
New cross section with on-street parking & pedestrian crossing					
Utility Burial					
Street Lights					
Pedestrian Lights					
Streetscape Landscaping					
Signage					
Bike Racks & Trash Recepticles					
Stormwater Facilities					
<u>Zone 7: Mequon Road (Buntrock Ave - Wauwatosa Rd)</u>	\$497,100.00	\$457,100.00	\$530,000.00	\$470,000.00	
Street Lights					
Streetscape Landscaping					
Signage					
Bike Racks & Trash Recepticles					

2008-2018 Town Center No. 3 Project Plan Public Improvements Budget

	Original Budget 2008	Estimated Cost to Complete 2013	Estimated Cost to Complete 2018	Revised Budget 2018	Notes
<u>Zone 8: Buntrock Avenue & Industrial Drive Loop</u>	\$435,000.00	\$406,000.00	\$470,000.00	\$530,000.00	
New cross section with on-street parking & pedestrian crossing					
Utility Burial					
Street Lights					
Pedestrian Lights					
Streetscape Landscaping					
Signage					
Bike Racks & Trash Recepticles					
Stormwater Facilities					
<u>Civic Campus</u>	\$585,750.00	\$572,600.00	\$665,000.00	\$490,000.00	
Parking Facilities					
Utility Burial					
Park Lighting					
Pedestrian Lights					
Landscaping					
Signage					
Bike Racks & Trash Recepticles					
Stormwater Facilities					
<u>Riverfront Park</u>	\$613,000.00	\$1,016,000.00	\$415,000.00	\$150,000.00	
Gateway Feature					
Park Lighting					
Pedestrian Lights					
Landscaping					
Signage					
Bike Racks & Trash Recepticles					
<u>Developer Incentives</u>					

TOTAL \$ 12,090,000.00



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2915
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Attorney

TO: Mayor and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: May 31, 2018
SUBJECT: Amendment of TID #3 Project plan

Background

Previously the question of the project costs in TID #3 was raised based upon the fact that the City has expended the full \$7 million in anticipated project costs within the Project Plan. The City's financial consultant, Ehlers, suggested that the TID #3 Project Plan may provide sufficient flexibility to allow for additional spending. Ehlers did caution, however, that the question was ultimately a legal question.

Discussion

Generally, project plans under the Tax Increment Law have been considered to be just that – a plan. The statute contemplates that project plans do not need to be specific as it relates to project costs. A project plan under the statute must include “a detailed list of *estimated* project costs.” Wis. Stat. § 66.1105(4)(f) (emphasis added). Thus, a project plan does not need to have exact figures for project costs, which creates some flexibility on additional spending. Minor changes in project costs are expected. For example, a project plan might list \$1,000,000 for a new sanitary sewer line. If the actual cost of the sewer line is \$1,050,000, nobody is likely going to object. Less clear is whether major changes are authorized. So, if during the design of the sewer line it is discovered that a significant route adjustment is necessary increasing the cost to \$1,700,000, it is unclear whether this is a valid expenditure.

It is my belief that major changes require an amendment to the project plan. The project plan is reviewed by the Planning Commission, the Common Council and the Joint Review Board (“JRB”). There are also requirements for public hearings to allow the public the opportunity to review and comment on the project plan. This is even more true where a municipality wishes to utilize direct developer incentives in a TID. In those cases, the statute provides additional requirements for public and JRB review. See Wis. Stat. § 66.1105(4)(e) (notice of public hearing requires express mention of possible direct incentives) and § 66.1105(2)(f)2.d. (cash grants are only allowed as project cost if the development agreement is provided to the JRB). Further, under recently adopted legislation, the JRB must also meet annually to review an annual report on the health of a TID. See Wis. Stat. § 66.1105(6m)(c). Implied in this process is a requirement that the project plan be a good faith presentation of the financial picture of the possible TID. Using the example above, the extra \$700,000 cost may materially impact the financial health of the TID creating more potential risk to the taxpayers. Based upon this implication, I believe that a project plan amendment is necessary where there is a possible material change to the financial health of the TID.

As it relates to the TID #3 project plan, I believe this is even more apparent. The last amendment (which authorized developer incentives) makes repeated statements that the total project costs will not change. Given that all the project costs have been expended, any further decision to offer additional incentives would require a project plan amendment. Unlike the sewer line example above, any additional incentives here would be a conscious choice to exceed the total project costs as opposed to a good-faith error in the estimates of the costs.

Recommendation

Should the Council decide that it wishes to potentially offer additional developer incentives, a project plan amendment should be undertaken.



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Department of Community Development

TO: Planning Commission
FROM: JAC ZADER, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT
DATE: October 10, 2013
SUBJECT: raSmith National for Mark and Lynn Leonard. The applicant is seeking rezoning recommendation from B-3 (Office and Service Business District) to IPS (Institutional and Public Service District), conditional use grant, building and site plan and certified survey map approval to allow for a single story hospital approx. 18,000 sq. ft. to be located at 11409 & 11421 N. Port Washington Road.

Applicant:	Rob Harley raSmith National
Status of Applicant:	Agent
Requested:	Rezoning Recommendation Land Use Plan Amendment Conditional Use Grant Building and Site Map Certified Survey Map
Existing Use:	Vacant
Existing Zoning:	B-3 (Office)
Land Use Plan:	Office
Lot size:	1.79 acres
Location:	11409 & 11421 N. Port Washington Road
Tax Keyes:	#15-019-13-014.00 & #15-019-13-013.00
District:	#5

Background:

The applicant is seeking rezoning recommendation, land use plan amendment, conditional use grant, building and site plan, and certified survey map approval for a 16,900 square foot neighborhood hospital at 11409-21 N Port Washington Road. Hospitals are a conditional use in the IPS zoning district. The parcel is currently zoned B-3 (Office) and was approved for a multi-tenant office building on December 1, 2014.

Rezoning Analysis:

Factors to consider when analyzing a rezoning request include:

Is the proposed rezoning consistent with existing and Surrounding Land Use Designations?

The properties adjacent to the parcel requesting the rezoning have Land Use designations that include Office, Commercial and Single Family 1-1.5 Acre. A majority of the uses on the west side of Port Washington Road in this area are professional office or commercial. While there are no other parcels are zoned IPS, the neighborhood hospital use is consistent with other medical office uses in the area. In addition, the City of Mequon has utilized both the B-3 and IPS zoning

as a way to transition to adjacent single family zoning districts. In this case, the B-3 zoning along the west side of Port Washington Road was established based on the single family to the west. In the event that the proposed hospital would close, other uses in the IPS district that could potential occupy the site include daycares, schools, public administrative offices and elderly housing.

Is there a Public Interest?

There is a public interest in providing services to meet the demand of local residents. The neighborhood hospital will provide an additional option for residents to meet their medical needs. Previously, the Planning Commission approved a multi-tenant office building for the site. The applicant did not move forward with the development of the parcel citing lack of market demand.

Are there reasonable uses under existing zoning?

The site is currently zoned B-3 (Office) which would allow for up to a 20,000 square foot office building as a permitted use. Light assembly, childcare facilities, and sit down restaurants are some of the uses listed as conditional in the B-3 zoning. There is potential for the site to be developed as a professional office. As stated above, the office market has been relatively soft in recent years with the majority of the new office development occurring on larger parcels with single tenants such as Children's Medical Clinic and Froedtert's Medical Clinic or on parcels that are zoned B-4 (Business Park). The B-4 zoning allows for larger size buildings and permits more commercial uses when compared to the B-3 District.

Since the rezoning request to IPS is unique to the immediate area the question of spot zoning should be addressed. Spot zoning is when a zoning ordinance is amended to zone a relatively small area for uses significantly different from those allowed in the surrounding area to favor the owner of a particular piece of property. Spot zoning is not necessarily illegal because such zoning is not necessarily inconsistent with the purposes for which zoning ordinances can be passed. The decision to rezone should be based upon considerations which affect the whole community and where it is in the public interest and not solely for the benefit of the property owner requesting the rezoning. Staff feels in this case, the proposed use of the property will not be significantly different than the surrounding area and will provide a benefit to the community.

IPS District Standards: The following table compares the proposed plan to the IPS district standards:

District Regulations:	IPS:	Proposal
Minimum Lot Area:	1 acre	1.79 acres
Open Space Ratio:	40%	41.1%
Maximum FAR:	30%	21.6%
Maximum Building Height:	42 feet	21 feet
Building Setback	95 feet	88.8 feet
Building North Side Yard Offset:	20 feet	96 feet
Building South Side Yard Offset:	20 feet	20 feet
Building West Side Yard Offset	30 feet	86 feet
Minimum Parking Setback:	25 feet	30 feet
Minimum Parking Offset South	20 feet	17 feet
Minimum Parking Offset North	20 feet	20 feet
Minimum Parking Offset West	20 feet	35 feet
Off-Street Parking: (Office)	21 stalls	32 stalls

Site Plan:

The proposed site plan shows access to the site from Port Washington Road via a new shared driveway with the parcel to the north. There is also an access to the site from the Kohler Credit Union to the south, Port Washington Road is under the jurisdiction of Ozaukee County and will need to approve the proposed driveway modification.

The proposed plan shows 32 parking stalls which exceeds the 21 stall requirement based on the use of a hospital. The plan shows 10 foot parking stalls and 25-30 foot drive aisles which comply with the zoning code. As shown in the chart above, the proposed plan meets all requirements of the zoning code with the exception of the front building setback and the south parking offset. Since the project is a conditional use, the applicant has the ability to request waivers to the code as part of the proposal. In this case, staff would not be supportive of waiving the front setback or side parking offset. The two adjacent office developments to the north and south comply with the 95 foot setback requirement. Staff feels that meeting the 95 foot requirement would create a more uniform setback along this portion of Port Washington Road. With regard to the side yard parking offset the 20 foot requirement could be achieved by eliminating one stall or reducing the parking stall widths to nine feet for the stall in that area.

The plan identifies a six foot tall board on board fence along the west property line. The fence is shown to be constructed of cedar and it is intended along with the landscaping to help screen the development to the single family to the west. The plan also shows a retaining wall adjacent to the detention pond. The plan does not provide any details related to the retaining wall. As a condition of approval, staff will require final plans of the retaining wall for review and approval.

Building Plan:

The proposed 16,000 square foot single story building is shown to be constructed of brick, cast stone, metal wall panels and aluminum storefront glass. There are entryway doors located on the east and north elevation that lead to a central vestibule. According to the applicant, the building material choices were intended to be consistent with the Froedtert Medical Clinic. Staff is supportive of the use of the cast stone and the cream colored brick but questions the appropriateness or the need to include the red brick in the design. Staff and the applicant did not have the ability to discuss and refine the design prior to the completion of the report. If the Commission is supportive of modifying the design and would prefer to see updated elevations,

this portion of the application could return to the Commission in September prior to Common Council action on the rezoning.

The plan does not provide any detail for the trash/generator enclosure. Staff will require as a conditional of approval that the enclosure is constructed of the same materials as proposed on the hospital.

Landscaping:

The plan was submitted to the city's landscape architect consultant, Terry Higgins, for review and comment. Based on his review, staff will require the applicant resubmit the plan with the following changes:

- All deciduous trees shall have a 3" caliper
- All evergreen trees shall be a minimum of 7' in height
- Provide a screening detail of the trash /refuse enclosure

Lighting:

The lighting plan shows sixteen foot tall parking lot lights which comply with the lighting code. The provided cut sheet shows that the fixtures are classified as full cutoff as required by code. The applicant has submitted a photometric plan which shows parking lot light levels and light trespass levels for the development are in compliance with the lighting code. The plan does not show any wall packs or other lighting as part of the proposed development. Staff will require as a condition of approval review and approval of any additional site lighting.

Conditional Use Grant:

According to the Zoning Code, the following findings shall be considered when analyzing a conditional use grant application:

- **The proposed use should not endanger the public health, safety or general welfare of the city and the immediate neighborhood.**

Hospitals are well regulated by the State of Wisconsin Department of Health and Family Services regarding issues of health, safety and building codes. The proposed use should not endanger the public health, safety or general welfare.

- **The proposed use should not injure the value of adjoining or abutting property.**

The majority of the surrounding land uses are commercial or office and should not be impacted by the development. There are single family homes directly to the west of the proposed development. The applicant has shifted the building as far south as possible to mitigate the impact of use on the adjacent single family parcels. The applicant has also added a six foot privacy fence along the west property line to provide additional screening.

- **The proposed use shall be harmonious or compatibility with the area in which it is located.**

Based on the size of the building and the scale of the operations the use can be considered compatible with the surrounding area. The concept of the neighborhood hospital is to provide the needed medical services on a smaller scale so that it can be integrated into commercial or office districts. From the perspective of the public, the use will appear similar to a medical office facility which offers outpatient procedures and urgent care. In addition, while the facility

operates 24 hours a day, the use of the building is limited to emergency room visits which will result in less daily trips to the site as compared to other commercial or office users in the area,

Certified Survey Map:

The proposed certified survey map combines the two existing parcels into one large parcel. Engineering staff will provide a full technical review of the CSM.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comments:

The site is accessed from Port Washington Road which is the jurisdiction of Ozaukee County. Approval of the access location will be approved by Ozaukee County.

The site is located within the City's sewer service area and connection to the public utility is required. There is currently sanitary sewer service and water service available on the site. The watermain is currently stubbed to just south of the proposed development near the existing hydrant. One water service should be connected to the west watermain and a redundant service connected to the east side watermain. The west watermain shall be extended along the frontage to the northern property boundary. These requirements will be incorporated into a Water Services Agreement.

Wetlands appear to be present on site. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are potentially present. A wetland delineation report with concurrence by the Wisconsin Department of Natural Resources is required. The wetland boundary and applicable setbacks shall be included on the CSM. Approval by the WDNR of any wetland filling is required.

The site proposes an increase in impervious surface in excess of one half acre and site disturbance of greater than an acre therefore requires a stormwater management plan (SWMP). The proposed site will be required to provide additional stormwater management to meet the current City of Mequon, WDNR and MMSD criteria. The site plan indicates the usage of underground storage and a conventional pond to meet the requirements. There are wetlands in the area proposed to be a stormwater management pond. This is not allowed by the WDNR.

Staff Recommendation: Planning staff recommends approval of the building and site plan, conditional use, rezoning recommendation, land use amendment, and certified survey map subject to the following conditions:

1. Common Council approval of the rezoning.
2. The site plan shall be updated to meet the front building setback and the side yard parking offset.
3. Staff review and approval of final dumpster enclosure and retaining wall plans.
4. The landscaping plan shall be updated to address the following:
 - All deciduous trees shall have a 3" caliper
 - All evergreen trees shall be a minimum of 7' in height
 - Provide a screening detail of the trash /refuse enclosure
5. Staff review and approval of site, elevation, lighting and landscaping plans.
6. The generator shall not exceed 65 dBA when measured at the property line.
7. Weekly testing of the generator shall only occur on weekdays between the hours of 10:00 AM and 2:00 PM.
8. A landscaping escrow equal to 125% of the improvement costs for installation of landscaping by a licensed contractor and an escrow equal to 25% of the landscape

- contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the applicant.
9. All ground-level and roof top mechanical equipment shall be well screened from public view.
 10. The rezoning to IPS will become effective at the time of the issuance of a building permit for the hospital.
 11. Staff review and approval of the CSM.
 12. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).
 13. Approval of the driveway access location by Ozaukee County.
 14. Applicant shall provide the wetland delineation report. The wetland boundary and applicable setbacks shall be included on the face of the CSM.
 15. Applicant shall provide wetland fill approval from the WDNR.
 16. Engineering Division review and approval of grading, drainage, sanitary sewer, watermain, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
 17. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
 18. Application for and approval of a City Filling and Excavation Permit.
 19. Connection to public water and sanitary sewer.
 20. Extension of the public watermain and execution of the associated Water Service Transfer Agreement, in accordance with the terms listed in the report.
 21. Approval of a storm water management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
 22. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

Attachments:
Packet (PDF)

raSmith National for
Mark and Lynn Leonard

AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

LTD Limited Use
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2.0 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1.0 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 du/Ac)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

2.b.a

Homestead Trl

R-4

C-2

B-3

Port Washington Road

*Ventura
Ct*

Mequon Neighborhood Hospital

Froedtert & Medical College of Wisconsin

Executive Summary

As part of Froedtert Health Medical College of Wisconsin's (MCW) commitment to innovation and quality patient care, the Mequon Neighborhood Hospital concept will meet the needs of today's patient who expects high quality care in a convenient setting with an exceptional experience. The neighborhood hospital's state of the art, compact, yet streamlined design (17,000+ square feet) fits easily into suburban neighborhoods offering closer, faster access to emergency and inpatient care to residents, where they live and work, bringing care to the patient when, and where they need it.

Mequon Neighborhood Hospital will be a licensed, accredited acute care hospital, open 24 hours a day, 7 days a week, 365 days a year, and staffed with board-certified/eligible physicians and registered nurses.

In addition to a seven-bed emergency room, each hospital will be equipped with eight inpatient beds for patients requiring additional care, observation and testing. With fewer than 10 inpatient beds, the hospital does not qualify for non-profit status under State of Wisconsin requirements. Additional services include lab, imaging and a dedicated pharmacy for patients. Transfer agreements will be in place with local hospitals to send patients requiring surgery or higher levels of care. The inpatient unit of the neighborhood hospital may also be utilized to offset overcrowding in other Froedtert MCW hospitals.

In addition to the high quality, compassionate care for which Froedtert MCW is known, the neighborhood hospital will focus on providing an exceptional patient experience from beginning to end including low wait times (less than 10 minutes to see a physician), quick turn-around times on test results, free parking, open visiting hours for family and friends, a family lounge with complimentary refreshments, flat-screen TVs, free Wi-Fi, and soothing, welcoming interiors for maximum comfort and a stress-free visit.

Construction is scheduled to start in late 2018, with an opening in late 2019 or early 2020 at 11430 N. Port Washington Road, Mequon, WI, 53097.

Complimentary Services

After exploring possible sites for Mequon Neighborhood Hospital, the selected location at 11430 N. Port Washington Road in Mequon, is across the street from the F&MCW's Mequon Health Center. The neighborhood hospital will complement many of the health center's services, such as urgent care, orthopedics and spine care.

For example, if a patient at the Mequon Health Center is found to need intravenous fluids, the person can quickly be treated at the neighborhood hospital across the street. Someone with chest pain can be quickly evaluated and treated in an emergency setting, and, if needed, admitted to the hospital for an overnight stay.

Over the past five years, several Mequon area residents traveled each day to Froedtert Hospital for emergency or hospital care. The neighborhood hospital gives area residents another option for care. This approach responds to consumer preferences for quality care that is readily available, nearby and simple to access.

Froedtert Hospital's occupancy rate often exceeds 85 percent, one of the highest in the state, and its emergency department is among the region's busiest. The Mequon Neighborhood Hospital's smaller footprint simplifies access, and the availability of inpatient beds assures appropriate, local care while reducing the need to treat patient at other Froedtert & MCW hospitals and facilities.

"We see the neighborhood hospital as a way to keep care close to home and free up beds, particularly at Froedtert Hospital," stated Cathy Jacobson, president and chief executive officer of Froedtert Health. "We want to lead the innovation of the hospital model, by expanding access points and offering care options that meet people where they are."

The Facility

The Neighborhood Hospital should not be confused with an urgent care facility or free-standing ER (FSER). This is a 16,900-sq. ft. general acute care hospital, CMS (Medicare) accredited, and treats high-acuity patients in the emergency department (ED). Patients who experience the neighborhood hospitals understand that serious medicine takes place at the facility, resulting in a very low percentage of patients who might have otherwise gone to an urgent care center.

With eight (8) inpatient and seven (7) ED beds, this innovative hospital model is designed around the patient:

- High quality care at a lower cost
- Multiple access sites across the city for convenience
- Streamlined-processes and state of the art diagnostic equipment
- Little to no wait times and faster door to discharge time with higher quality healthcare

Inpatient Services

With eight (8) state-of-the-art inpatient beds, the neighborhood hospital provides above industry standard of care with a high nurse-to-patient ratio, and follows the exact admitting physician's protocol. Specialized and personalized meals based on the patient's condition and dietary preferences are provided, as well.

The hospital will provide seamless admissions and transfers via ambulance or patient transportation, if necessary. Through a quick admit process, admissions are coordinated quickly and efficiently over the phone. Upon arrival, the patient will be greeted immediately by a member of the medical team and taken to their prepared room.

The dedicated in-house lab, radiology and hospital pharmacy result in little to no wait time for highly anticipated answers.

Telemedicine capabilities allow patients and clinical staff access to board-certified internal medicine physicians.

The scope of inpatient services includes everything except: same day ICU and surgery, pediatric, high acuity psychiatric cases, and same day high acuity specialty care. Should these cases present themselves at the neighborhood hospital, the patient will be stabilized and then transferred to the appropriate facility.

Emergency Care

The Mequon Neighborhood Hospital's ED is different from other F&MCW hospitals equipped with EDs by being built closer to where people live and work, providing more convenient access to care, shorter wait time and will be open 24/7, 365. On average, the hospital emergency department will have less than a 10-minute wait time with the average length of stay being less than two hours.

Emergency department capabilities include, but are not limited to:

- Seven (7) emergency department beds
- 24/7 Board-certified/eligible emergency physicians onsite
- Registered nurses on site 24/7/365
- Radiology including CT, X-Ray and Ultrasound
- Expanded STAT LAB and reference lab
- In-house Pharmacy
- Fully integrated into community services for disaster preparedness and response
- STAT transfer protocols for STEMI and Stroke to tertiary care centers

Common diagnoses admitted to the emergency department includes chest pain, stroke symptoms, back pain, concussions, severe asthma attacks and minor trauma.

Staffing

Board-certified/eligible Medical College of Wisconsin emergency medicine physicians and experienced registered emergency and inpatient nurses will staff the hospital. With a mix of clinical and non-clinical employees, including an onsite physician 24/7, the hospital will typically employ 50 people.

The hospital will have a medical director who provides leadership and management for the emergency department. He / She serves as a liaison with heads of diagnostic and therapeutic departments to ensure availability, quality, and effective use of services. This key staff member will also review processes, address complaints and build relationships with the community, first responders and civic/government leaders.

The hospitalist is responsible for deciding if all admissions are appropriate for the neighborhood hospital or if the patient needs to be transferred to a higher level of care.

Other team members include, but not limited to:

- Inpatient telemedicine hospitalists
- Licensed radiological technicians
- Pharmacists
- Dieticians
- Paramedics
- Patient Access Coordinators

Better, faster access to inpatient and emergency care

The Mequon Neighborhood Hospital is strategically placed in the prime retail location at 11430 N. Port Washington Road, 350 feet south of Homestead Trail in Mequon, to provide the most convenient, fastest access to inpatient and emergency care where patients live and work. Wait times to see a board-certified/eligible emergency medicine physician average less than 10 minutes and patient satisfaction scores are among the highest of any hospital anywhere in the US. This hospital will be state-of-the-art with the latest innovations in workflow, radiology, lab, technology and telemedicine capabilities.

Healthcare systems are realizing that the main quaternary and tertiary hospitals aren't the optimal setting for every patient and that is where the neighborhood hospitals play a role. For physicians looking to admit patients quickly and seamlessly into a safe, high quality, attractive environment near where patients live, the Mequon Neighborhood Hospital inpatient capabilities are ideal.

Patient Experience

Neighborhood hospitals are designed with a focus on providing an exceptional patient experience in a calming, caring, and healing environment.

The goal is for the patient to be seen by the physician in less than 10 minutes, with an average length of stay in the emergency department of less than two hours.

Mequon Neighborhood Hospital will be part of the F&MCW health network, follow its care and quality protocols.

The hospital will accept all presenting patients, including those covered by Medicaid, Medicare, and commercial insurance as well as those who are uninsured. Mequon Neighborhood Hospital will offer the same charity care, financial assistance and payment plan support as other hospitals in the Froedtert Health network. EMTALA regulations also apply to the neighborhood hospital.

PROJECT LOCATION

W. Mequon Rd

I-43

85

85

Shore Cliff Park

N. Lake Shore Dr

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
C000	TITLE SHEET
C100	DEMOLITION & EROSION CONTROL PLAN
C200	SITE PLAN
C300	GRADING PLAN
C400	UTILITY PLAN
C501	STORMWATER DETAILS
C502	EROSION CONTROL DETAILS
C503	EROSION CONTROL DETAILS
C504	SPECIFICATIONS
L100	LANDSCAPE PLAN
E1	PHOTOMETRIC PLAN (BY OTHERS)

[illegible]

SHEET NUMBER
C000

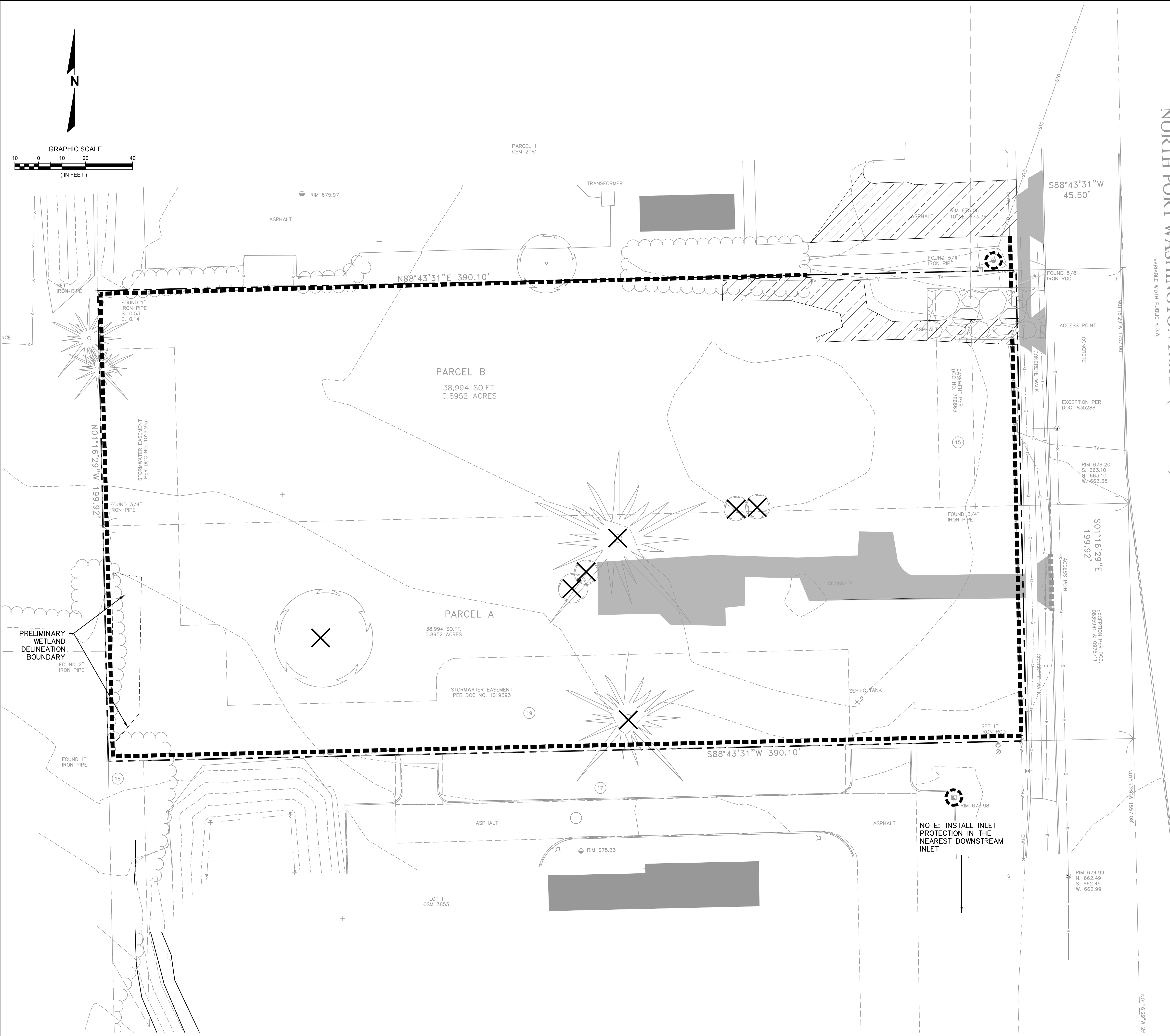
DESCRIPTION

DATE _____

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

raSmith
CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Appleton, WI | Madison, WI | Cedarburg, WI | Mount Pleasant, WI
Naperville, IL | Pittsburgh, PA | Irvine, CA



LEGEND

- PROPOSED PROPERTY LINE
- EXISTING 5-FT CONTOUR
- EXISTING 1-FT CONTOUR
- DRY UTILITY REMOVAL (ELEC, GAS, TELE, OHW)
- DEMO CURB & GUTTER
- SAWCUT PAVEMENT
- TEMPORARY CONSTRUCTION FENCE
- LAND DISTURBANCE LIMITS
- PROPOSED SILT FENCE
- STORM DRAIN INLET PROTECTION
- TREE TO BE REMOVED
- PROPOSED ROCK CONSTRUCTION ENTRANCE
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED

EROSION CONTROL NOTES

- INITIAL EROSION CONTROL MEASURES (SILT FENCE, ROCK CONSTRUCTION ENTRANCE, INLET PROTECTION) SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN PROJECT LIMITS.
- STABILIZE ALL DISTURBED AREAS AS SOON AS GRADING IS COMPLETE IN AN AREA. ENSURE SEEDING MEASURES, EROSION CONTROL MATTING AND MISCELLANEOUS EROSION CONTROL DEVICES ARE INSTALLED AS INDICATED ON THE EROSION CONTROL PLANS. PERMANENT SEEDING AND TEMPORARY SEEDING SHALL BE INSTALLED PER THE GENERAL SOIL STABILIZATION SPECIFICATIONS LISTED ON SWPPP SHEET SWP2.
- UPON FOLLOWING SPRING SEASON OF CONSTRUCTION, CHECK THE VEGETATIVE COVER IN AREAS WHERE SEEDING WAS PLACED DURING THE FALL OF THE PREVIOUS YEAR. RESEED AREAS WHERE VEGETATION IS NO LONGER ESTABLISHED OR HAS DIED. INSPECT ALL EROSION CONTROL DEVICES AND REPAIR AS NECESSARY. RESUME CONSTRUCTION ACTIVITY: CONTINUE BUILDING CONSTRUCTION, UTILITY INSTALLATION, AND PAVING.

DEMOLITION NOTES

- THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL SITE AND DEMOLITION PERMITS.
- THE DEMOLITION CONTRACTOR SHALL PREPARE AND MAINTAIN A PROJECT SAFETY PLAN. ALL SITE SAFETY EQUIPMENT AND MEASURES, INCLUDING FENCING, FIRE PROTECTION, AND THE LIKE ARE THE SOLE RESPONSIBILITY OF THE DEMOLITION CONTRACTOR.
- THE DEMOLITION CONTRACTOR SHALL DEVELOP, OBTAIN NECESSARY APPROVALS/PERMITS AND MAINTAIN TRAFFIC AND PEDESTRIAN CONTROL PLANS THROUGHOUT ALL PHASES OF DEMOLITION.

CONSTRUCTION SEQUENCE

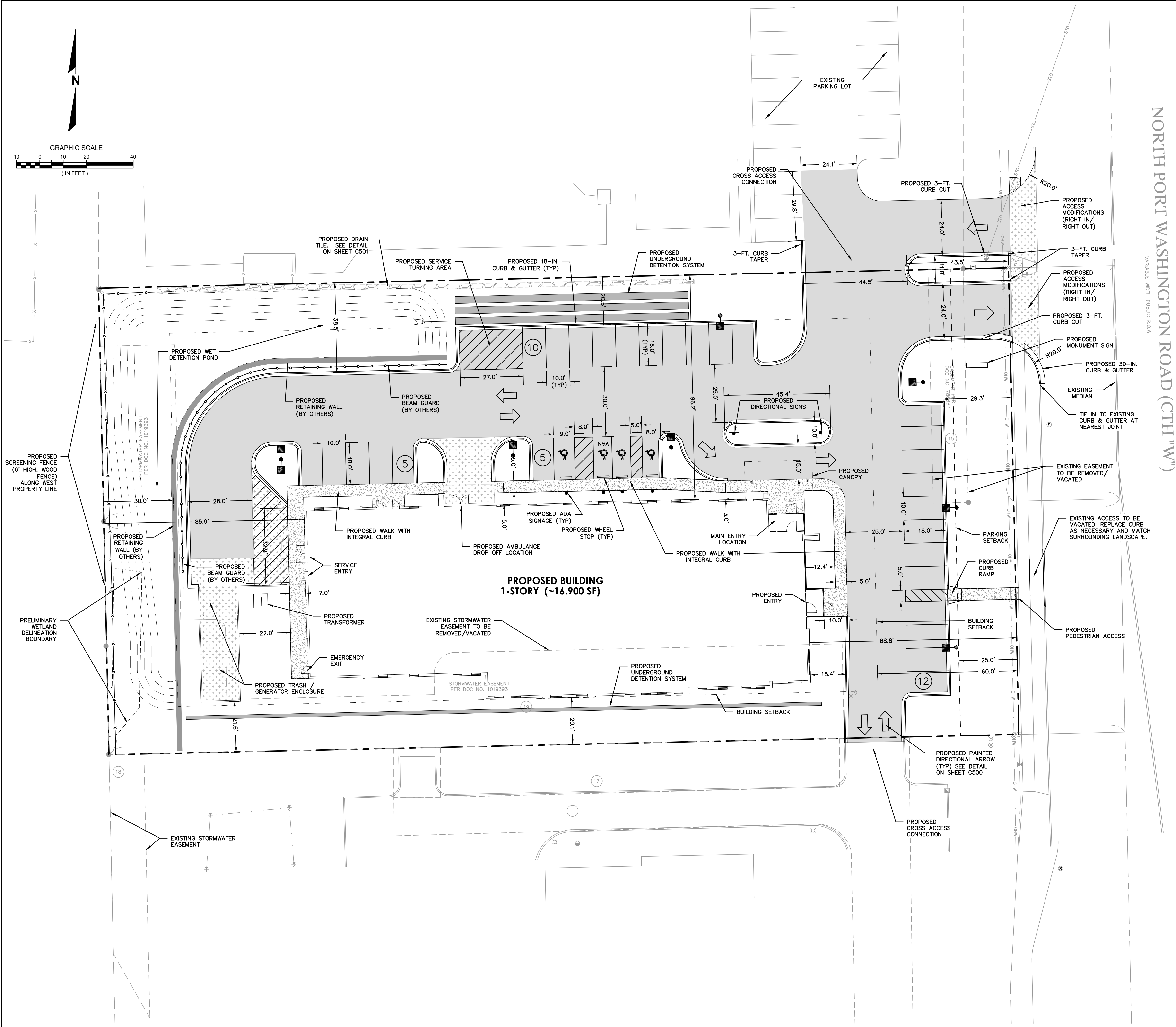
- INSTALL ROCK CONSTRUCTION ENTRANCE. THIS IS THE ONLY ENTRANCE AND EXIT TO BE USED FOR ALL CONSTRUCTION ACTIVITIES.
- INSTALL SILT FENCE.
- INSTALL STORM DRAIN INLET PROTECTION ON EXISTING INDICATED STORM INLETS.
- STRIP TOPSOIL AND GRADE SITE IN INCREMENTS APPROPRIATE TO WORK WHILE MAINTAINING SEDIMENTATION AND EROSION CONTROL PRACTICES IN CONFORMANCE WITH LOCAL AND STATE GUIDELINES.
- INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL BMPs WHEN SITE WORK AND GRADING ALLOWS.
- CONSTRUCT UTILITIES AND INSTALL ADDITIONAL STORM DRAIN INLET PROTECTION TO INLETS AS SOON AS THEY ARE CONSTRUCTED.
- PREPARE ROADWAY AND PARKING LOT SUBGRADE. INSTALL CURB AND GUTTER AND PAVE SITE.
- APPLY SEED FERTILIZER AND MULCH TO LANDSCAPE LAWN AREAS AS SOON AS POSSIBLE.
- FLUSH STORM SEWER.
- ONCE THE PROJECT SITE IS 80% STABILIZED, ALL REMAINING TEMPORARY EROSION CONTROL BMPs SHALL BE REMOVED.

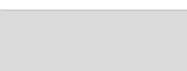


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DESCRIPTION		DATE



LEGEND	
	PARKING COUNT
	PROPOSED 18" CURB & GUTTER
	EXISTING CURB & GUTTER
	PROPERTY LINE
	PROPOSED ASPHALT PAVEMENT
	PROPOSED HEAVY DUTY CONCRETE PAVEMENT
	PROPOSED CONCRETE SIDEWALK

PARKING CALCULATIONS

STANDARD SPACES	28
ACCESSIBLE SPACES	4
TOTAL PARKING SPACES	32

SITE STATISTICS

PARCEL AREA	SQFT	AC	COVERAGE
DISTURBED AREA	77,988	1.79	
EXISTING BUILDING AREA	0	0.00	00.0%
EXISTING PERVIOUS AREA	73,317	1.68	94.0%
EXISTING IMPERVIOUS AREA	4,671	0.11	6.0%
PROPOSED BUILDING AREA	16,900	0.39	21.6%
PROPOSED PERVIOUS	32,035	0.73	41.1%
PROPOSED IMPERVIOUS	29,053	0.67	37.3%

GENERAL NOTES:

EXISTING TOPOGRAPHY OBTAINED BY raSmith., DATED 12/11/2017.

CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSION OF ENTRANCES, VESTIBULES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.

CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE CITY OF MEQUON EROSION CONTROL ORDINANCE AND STATE OF WISCONSIN TECHNICAL STANDARDS.

ALL DIMENSIONS AND CORRESPONDING HORIZONTAL CONTROL RELATED TO PAVING REPRESENT FACE OF CURB, ELEVATIONS AND CONTOURS REPRESENT FINISHED GRADES UNLESS OTHERWISE INDICATED. BUILDINGS ARE DIMENSIONED TO FACE OF BUILDING.

BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE SIZE, LOCATION AND ELEVATION OF ALL UTILITIES.

ALL SITE SIGNAGE MUST COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

ALL WORK IN THE PUBLIC ROW SHALL BE PREFORMED BY A CITY-LICENSED CONTRACTOR

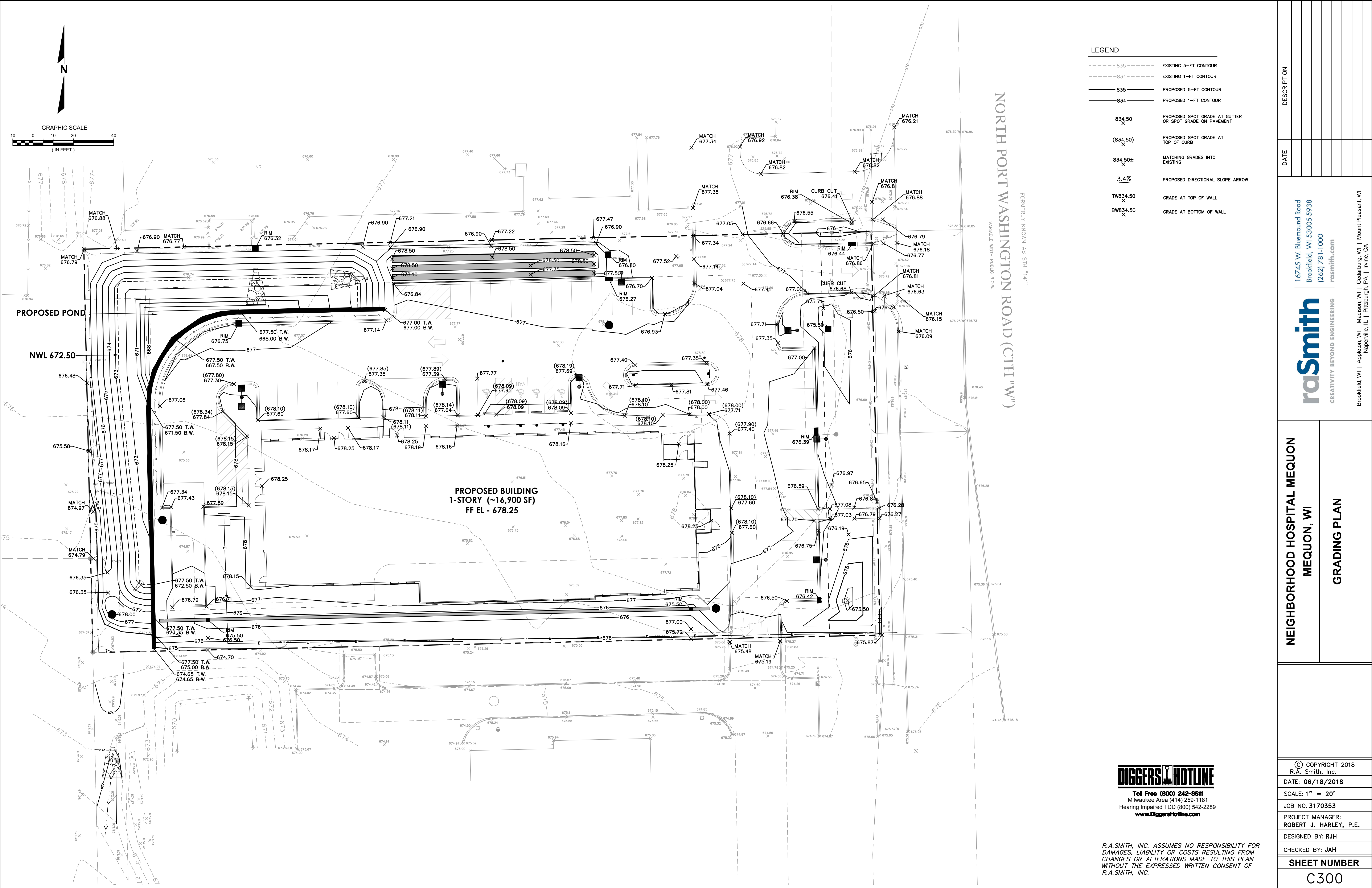
THE CONTRACTOR SHALL REPLACE ALL SIDEWALK AND CURB AND GUTTER THAT ABUTS THE PROPERTY THAT IS DAMAGED BY THE CONSTRUCTION, OR ANY SIDEWALK AND CURB AND GUTTER THE CITY ENGINEER DETERMINES NEEDS TO BE REPLACED BECAUSE IT IS NOT AT A DESIRABLE GRADE, REGARDLESS OF WHETHER OF THE CONDITION EXISTED PRIOR TO THE BEGINNING OF CONSTRUCTION.

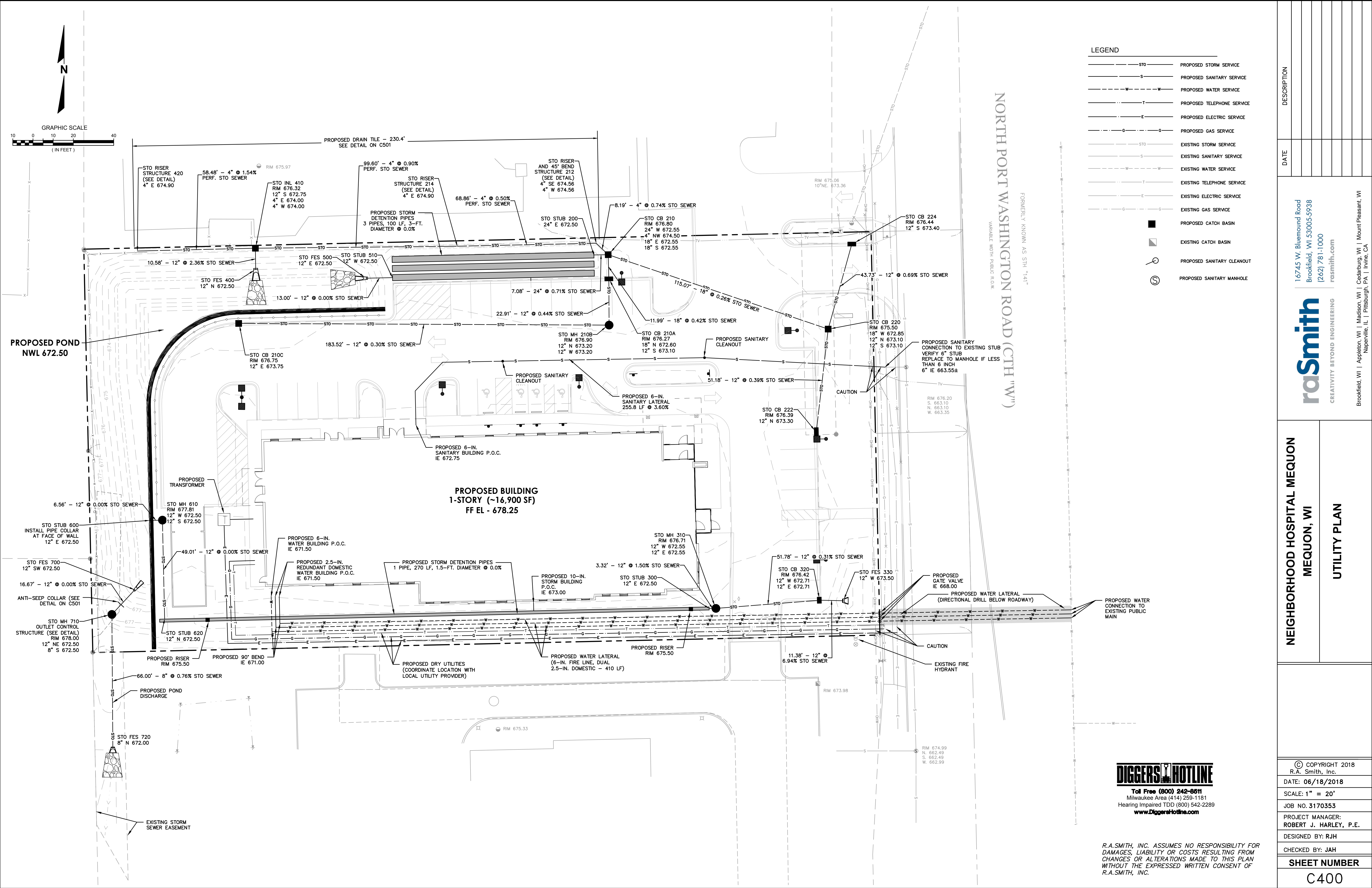
ALL DAMAGED PAVEMENT DUE TO CONSTRUCTION RELATED ACTIVITIES IN VERONA ROAD FRONTAGE ROAD ADJACENT TO THIS DEVELOPMENT SHALL BE RESTORED IN ACCORDANCE WITH CITY'S PAVEMENT PATCHING CRITERIA.

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DESCRIPTION	
DATE	
16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 raSmith.com	
raSmith CREATIVITY BEYOND ENGINEERING	
Brookfield, WI Appleton, WI Madison, WI Cedarburg, WI Mount Pleasant, WI Naperville, IL Pittsburgh, PA Irvine, CA	
NEIGHBORHOOD HOSPITAL MEQUON MEQUON, WI	
SITE PLAN	
© COPYRIGHT 2018 R.A. Smith, Inc. DATE: 06/18/2018 SCALE: 1" = 20' JOB NO. 3170353 PROJECT MANAGER: ROBERT J. HARLEY, P.E. DESIGNED BY: JAH CHECKED BY: RJH	
SHEET NUMBER C200	





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1. RETAINING WALL DESIGN PLANS WHICH ARE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER PRIOR TO CONSTRUCTION.

2. ALL ELEVATIONS, DIMENSIONS AND DETAILS SHOWN ON THE RA SMITH INC CONSTRUCTION PLANS ARE FOR GENERAL REFERENCE ONLY. THE CONTRACTOR SHALL PROVIDE FINAL DESIGN PLANS WHICH SHALL INCLUDE WALL MATERIALS, FINISH GRADE ELEVATIONS FOR THE RETAINING WALL AND FOOTINGS, FOUNDATION DESIGN, DRAINAGE DESIGN, GEOGRID WALL TIE-BACK DESIGN, ETC.



FOR ALL ACCESSIBLE AND
VAN ACCESSIBLE SPACES



NEIGHBORHOOD HOSPITAL MEQUON

MEQUON, WI

SITE DETAILS

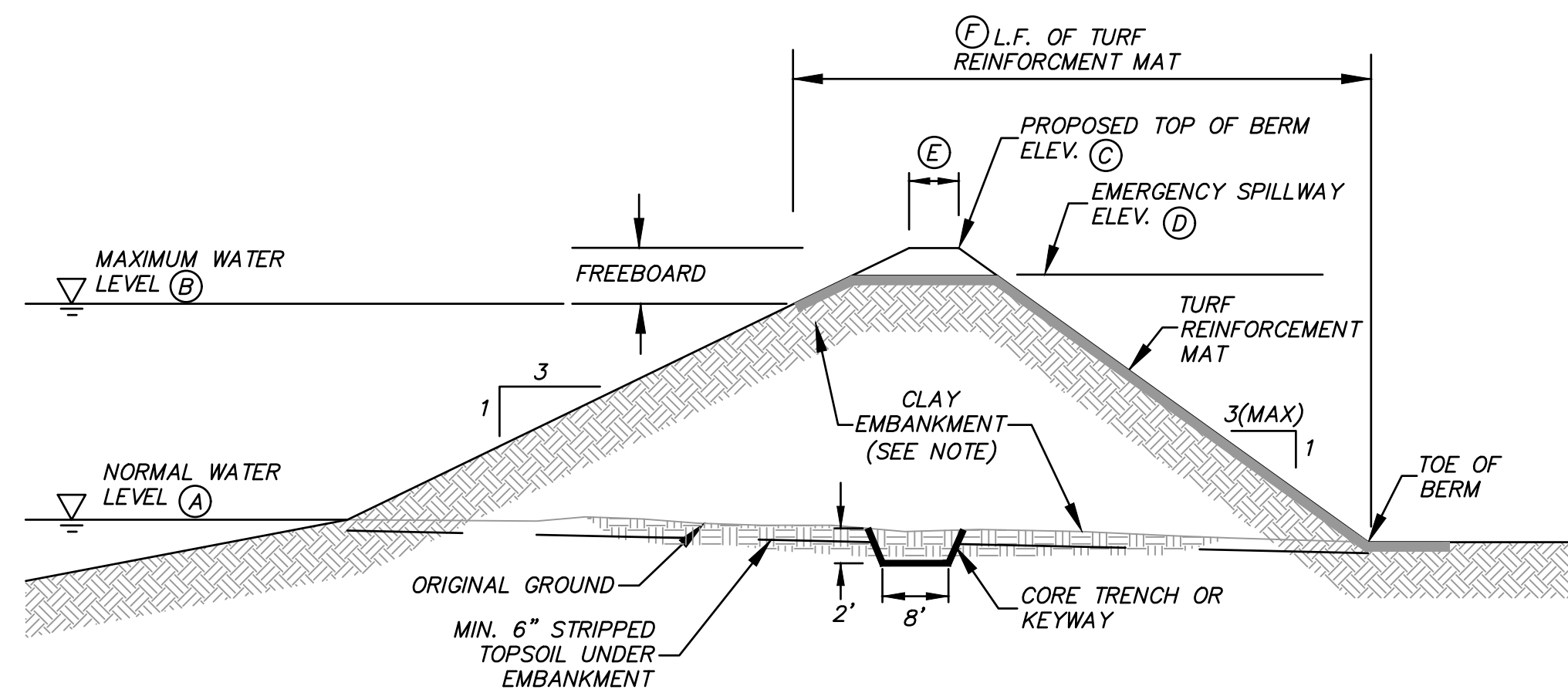
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(262) 781-1000
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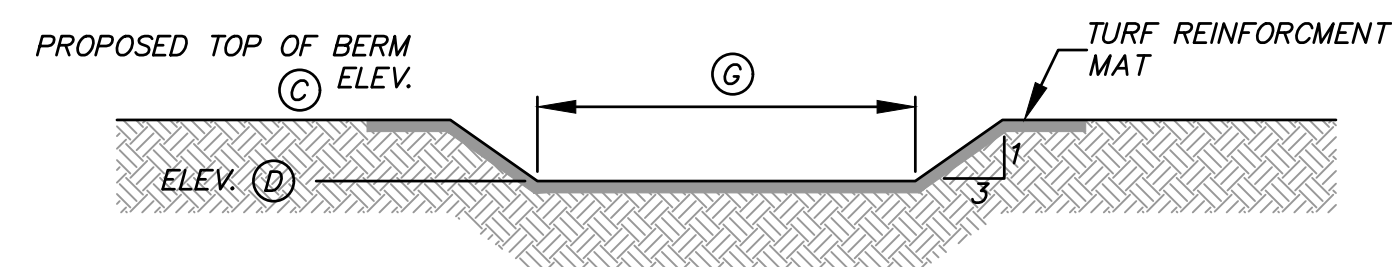
Brookfield, WI | Appleton, WI | Madison, WI | Cedarburg, WI | Mount Pleasant, WI
Naperville, IL | Pittsburgh, PA | Irvine, CA

NEIGHBORHOOD HOSPITAL MEQUON MEQUON, WI SITE DETAILS	
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DATE: 06/18/2018	
SCALE: N.T.S.	
JOB NO. 3170353	
PROJECT MANAGER: ROBERT J. HARLEY, P.E.	
DESIGNED BY: RJH	
CHECKED BY: JAH	
SHEET NUMBER C500	

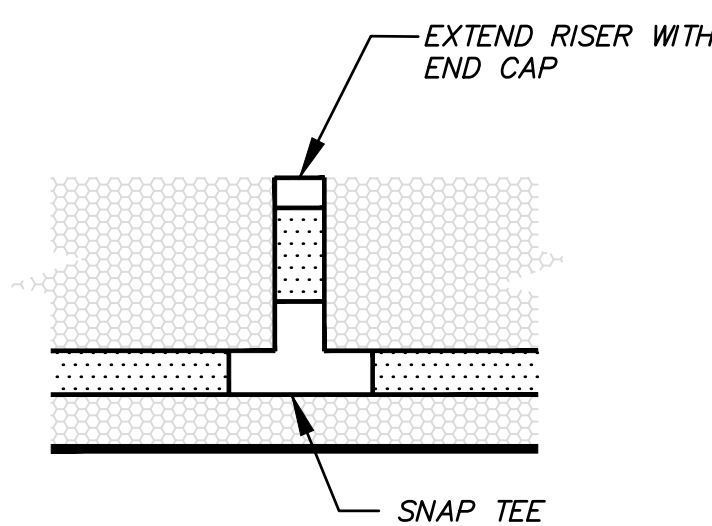
WET DETENTION POND 1 OUTLET CONTROL STRUCTURE DETAIL - MH 710
N.T.S.



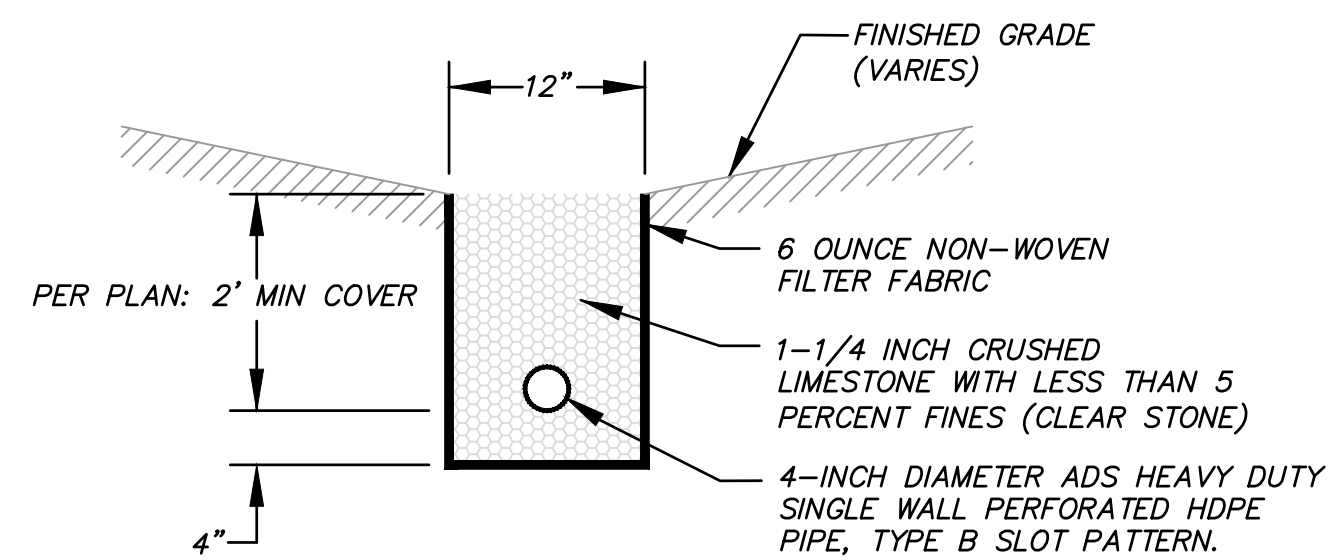
PROPOSED EMERGENCY SPILLWAY DIMENSIONS							
	A	B	C	D	E	F	G
WET DETENTION POND WEST	672.50	676.30	677.35	676.35	4'	15'	10'



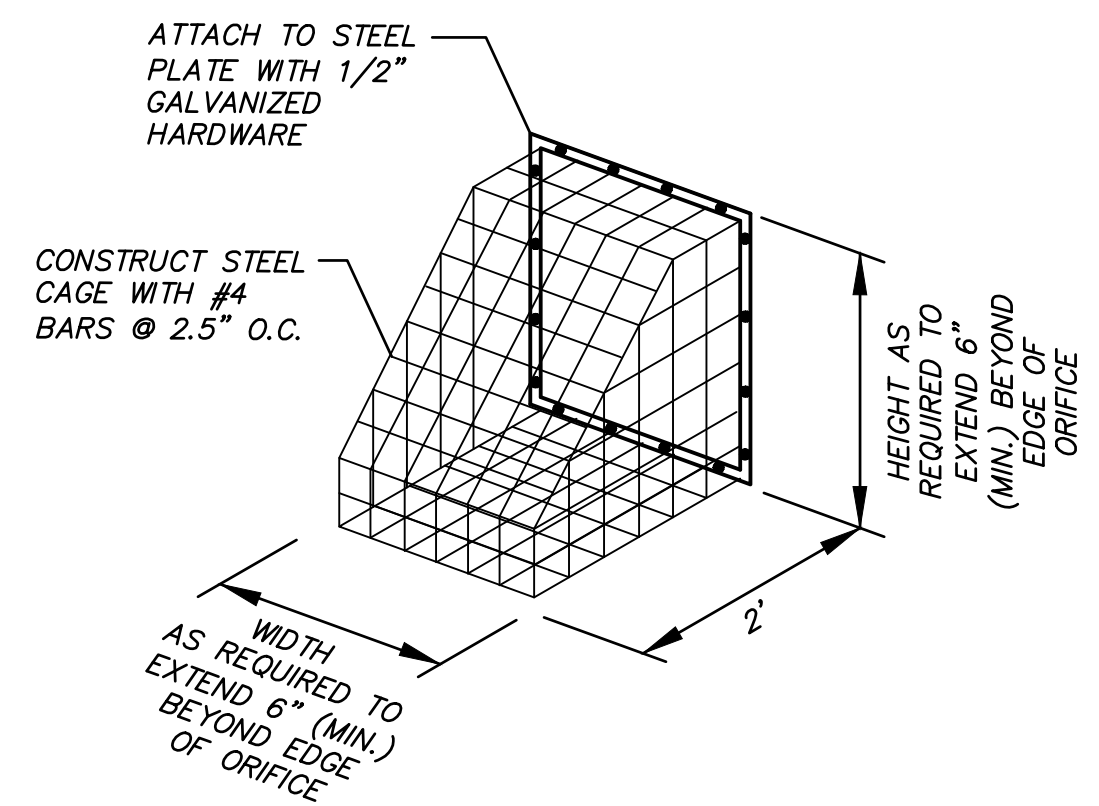
PROPOSED EMERGENCY SPILLWAY



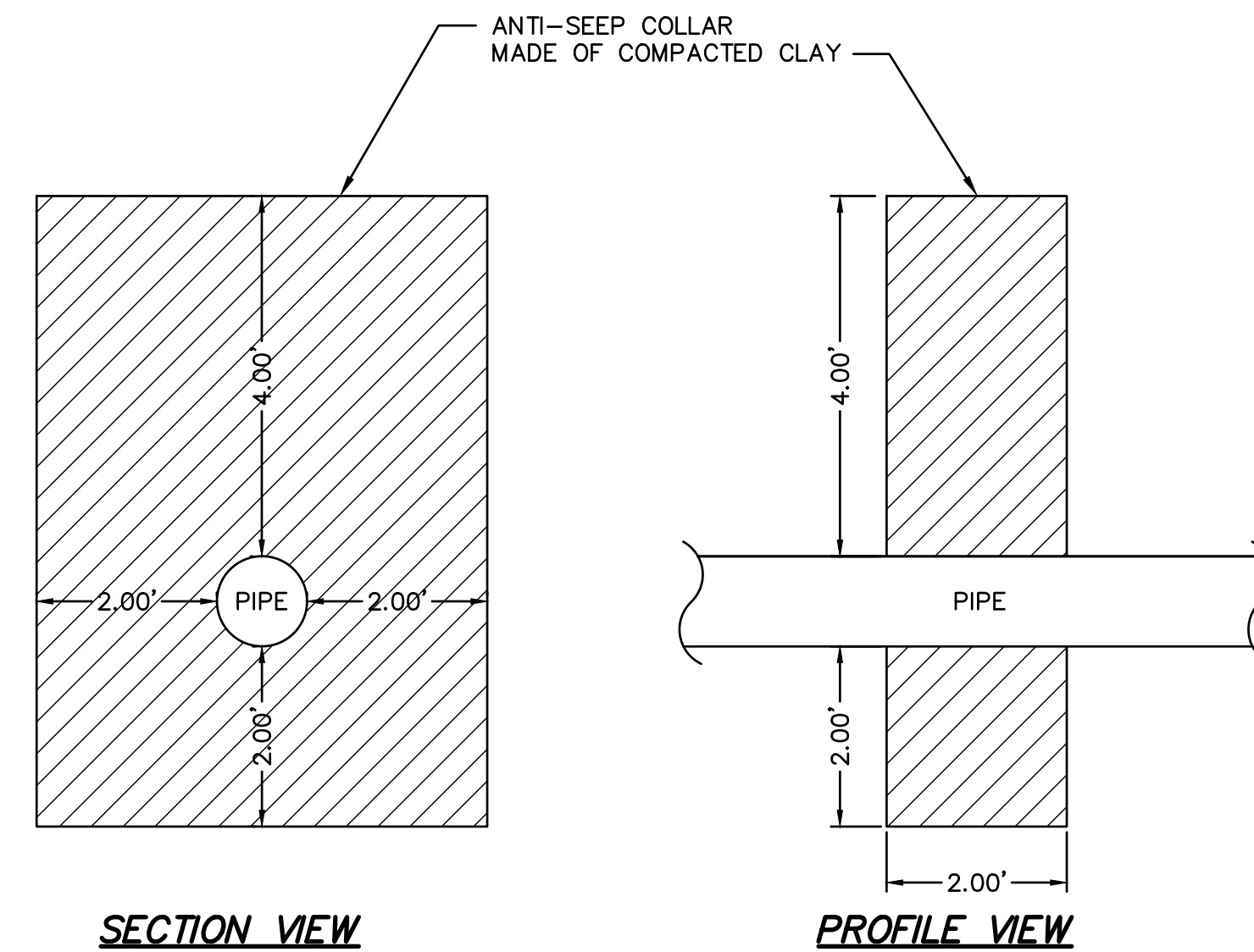
DRAIN TILE RISER DETAIL



DRAIN TILE SECTION



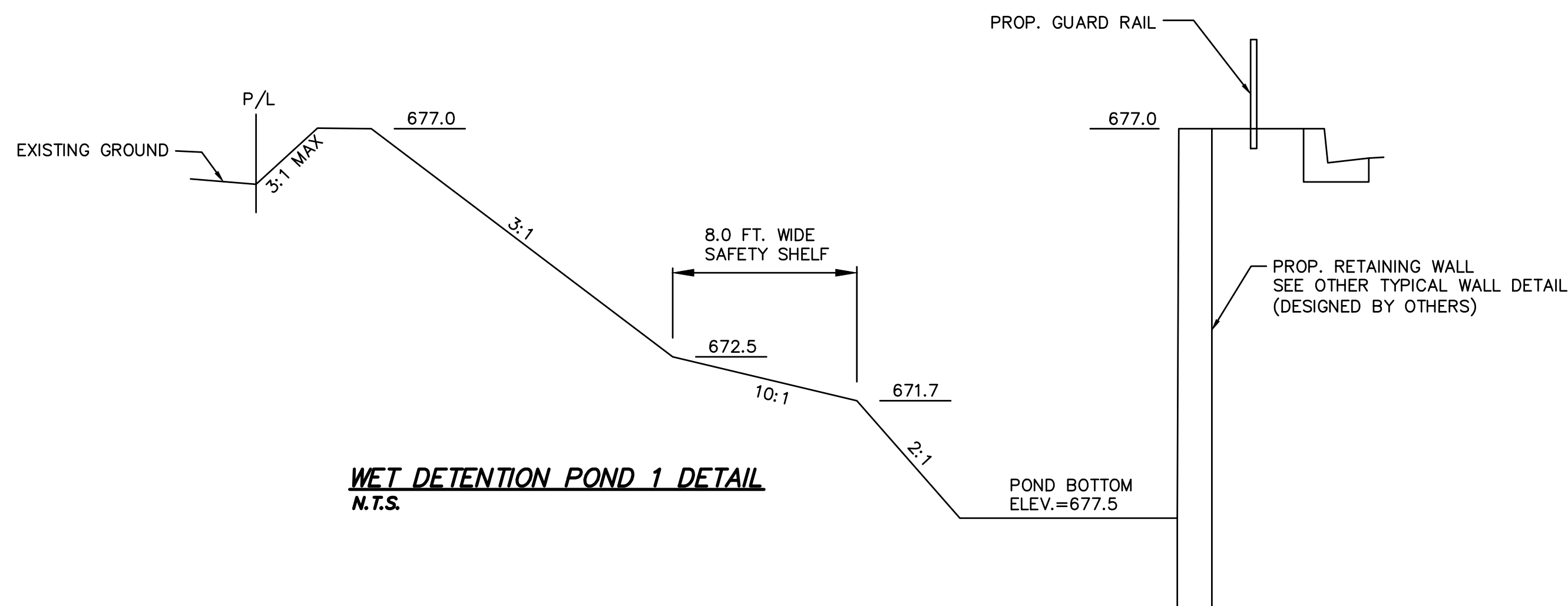
TRASH RACK - TYPE A



SECTION VIEW

PROFILE VIEW

ANTI-SEEP COLLAR DETAIL



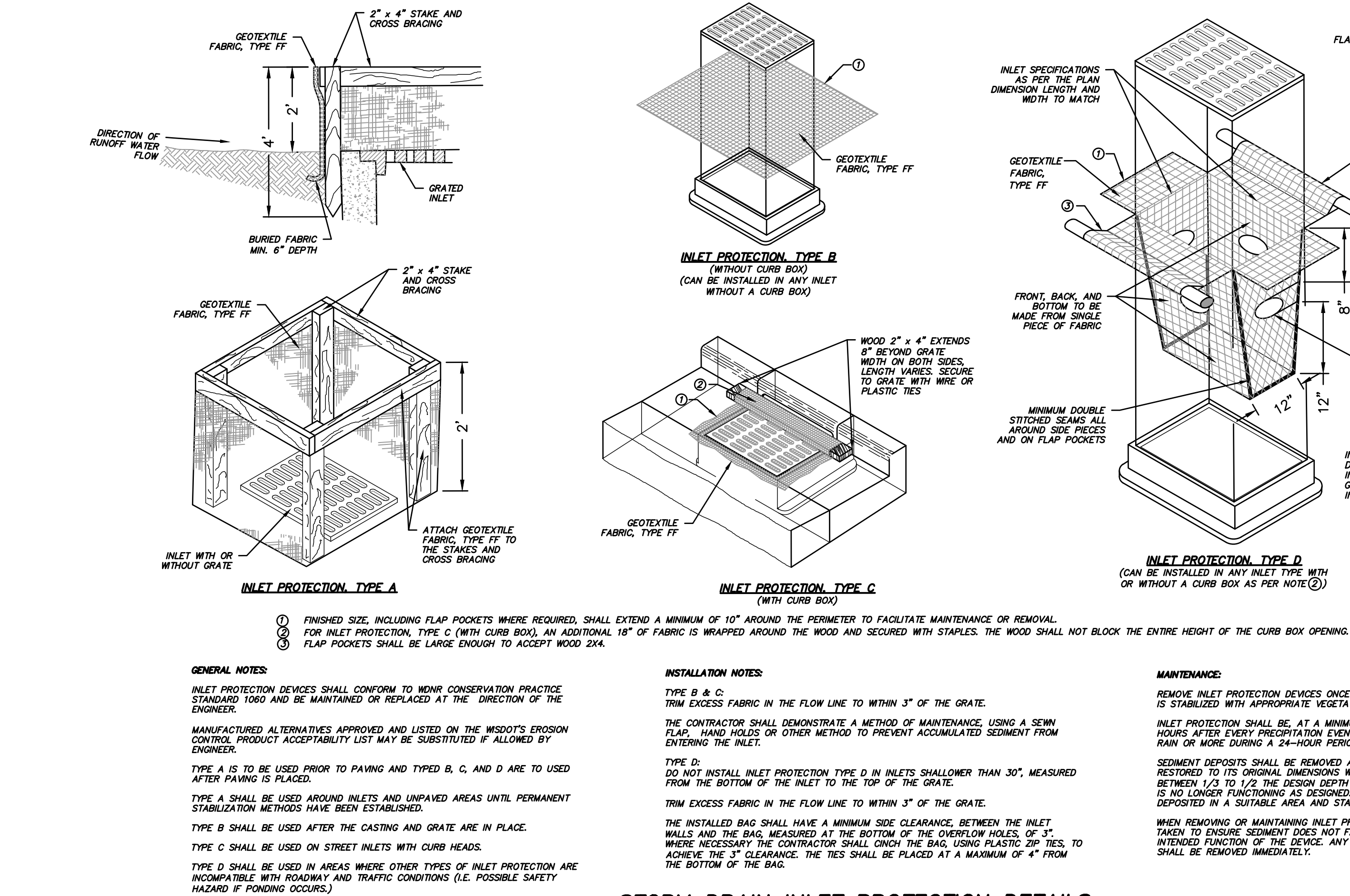
WET DETENTION POND 1 DETAIL
N.T.S.

POND CLAY LINER & EMBANKMENT NOTE:

THE ENTIRE POND AREA, FROM THE BASE OF THE EMERGENCY SPILLWAY TO THE BOTTOM, SHALL BE UNDERCUT TO A MINIMUM DEPTH OF 2 FEET, SCARIFIED TO A DEPTH OF 6 INCHES AND COMPACTED AS STRUCTURAL FILL. THE UNDERCUT AREA SHALL THEN BE FILLED WITH CLAY AND COMPACTED AS STRUCTURAL FILL. IF THE POND IS CUT INTO SUITABLE CLAY, THE ENTIRE POND SHALL BE SCARIFIED TO A DEPTH OF 1 FOOT AND RECOMPACTED AS STRUCTURAL FILL. THE EMBANKMENT FOR STORMWATER PONDS SHALL BE PLACED IN STRICT CONFORMANCE WITH THE REQUIREMENTS OF THE GEOTECHNICAL REPORT.

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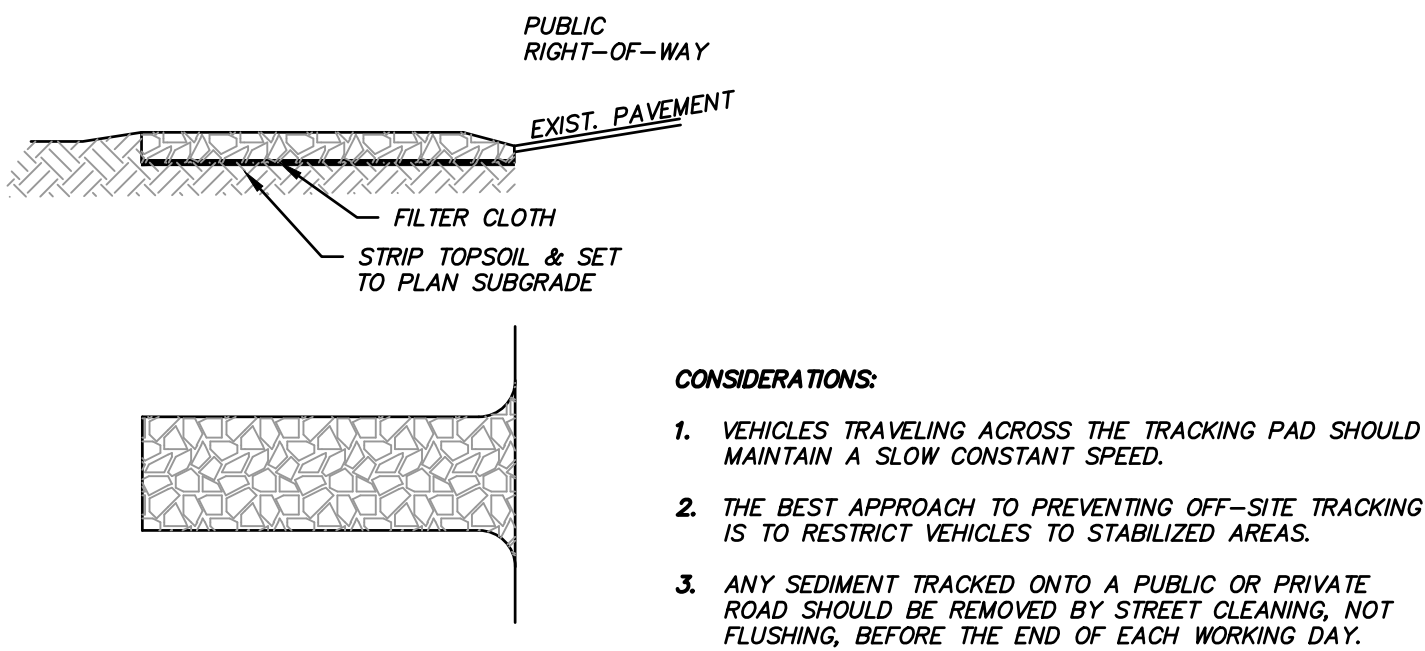


STORM DRAIN INLET PROTECTION DETAILS

MAINTENANCE, INSPECTIONS AND REPORTING

- EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED BEFORE CONSTRUCTION ACTIVITIES BEGIN IN EACH RESPECTIVE PROJECT PHASE. PRACTICES SHALL BE CHECKED FOR EFFECTIVENESS WEEKLY AND FOLLOWING RAINFALL EVENTS ONE HALF INCH OR GREATER. ANY DEVICES NEEDING REPAIR SHALL BE ADDRESSED IMMEDIATELY.
- SEDIMENT BASINS SHALL BE CLEANED OUT WHEN THE SEDIMENT LEVELS HAVE REACHED THREE AND ONE HALF FEET FROM THE PERMANENT STORAGE DESIGN ELEVATION. IF THE OUTLET BECOMES CLOGGED IT SHALL BE CLEANED TO RESTORE FLOW CAPACITY.
- STORM DRAIN INLET PROTECTION SCREENS SHALL BE REPLACED WHEN SEDIMENT COLLECTED IN THE DEVICE HAS REDUCED THE CAPACITY BY HALF. ACCUMULATED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND STABILIZED.
- SILT FENCES SHALL BE REPAIRED WHEN SEDIMENT HAS REACHED HALF THE HEIGHT OF THE FENCE. SILT FENCES HAVE A LIFE SPAN OF ONE YEAR, AND SHALL BE REPLACED WHEN WORN OUT. DAMAGED OR DECOMPOSED FENCES, UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF BARRIERS SHALL BE REPAIRED OR CORRECTED.
- SEEDED AREAS SHALL BE FERTILIZED, RESEEDED AND MULCHED AS NECESSARY. INSPECT SEEDED AREAS WEEKLY AFTER PLANTING TO ENSURE THAT VEGETATION IS ADEQUATELY ESTABLISHED. LIMIT VEHICLE TRAFFIC AND OTHER FORMS OF COMPACTION IN AREAS THAT ARE SEEDED.
- MULCH THAT IS DISPLACED SHALL BE REAPPLIED AND PROPERLY ANCHORED. MAINTENANCE SHALL BE COMPLETED AS SOON AS POSSIBLE WITH CONSIDERATION TO SITE CONDITIONS.
- TEMPORARY DIVERSIONS SHALL BE SEEDED AND MULCHED OR COVERED WITH EROSION MAT IMMEDIATELY FOLLOWING CONSTRUCTION. STABILIZATION OF DIVERSIONS SHALL BE INSPECTED AND REPAIRS MADE AS NECESSARY.
- EROSION MATTING, STRAW WATTLES, TEMPORARY DITCH CHECKS, STONE OUTLET PROTECTION SHALL BE REPLACED AS NECESSARY.
- STONE TRACKING PAD SHALL BE SCRAPPED OR TOP DRESSED WHEN EXISTING STONE BECOMES BURIED OR IF SEDIMENT IS NOT BEING REMOVED EFFECTIVELY FROM TIRES. SEDIMENT THAT IS TRACKED ONTO THE PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY. A MINIMUM 12-INCH THICK PAD SHALL BE MAINTAINED.

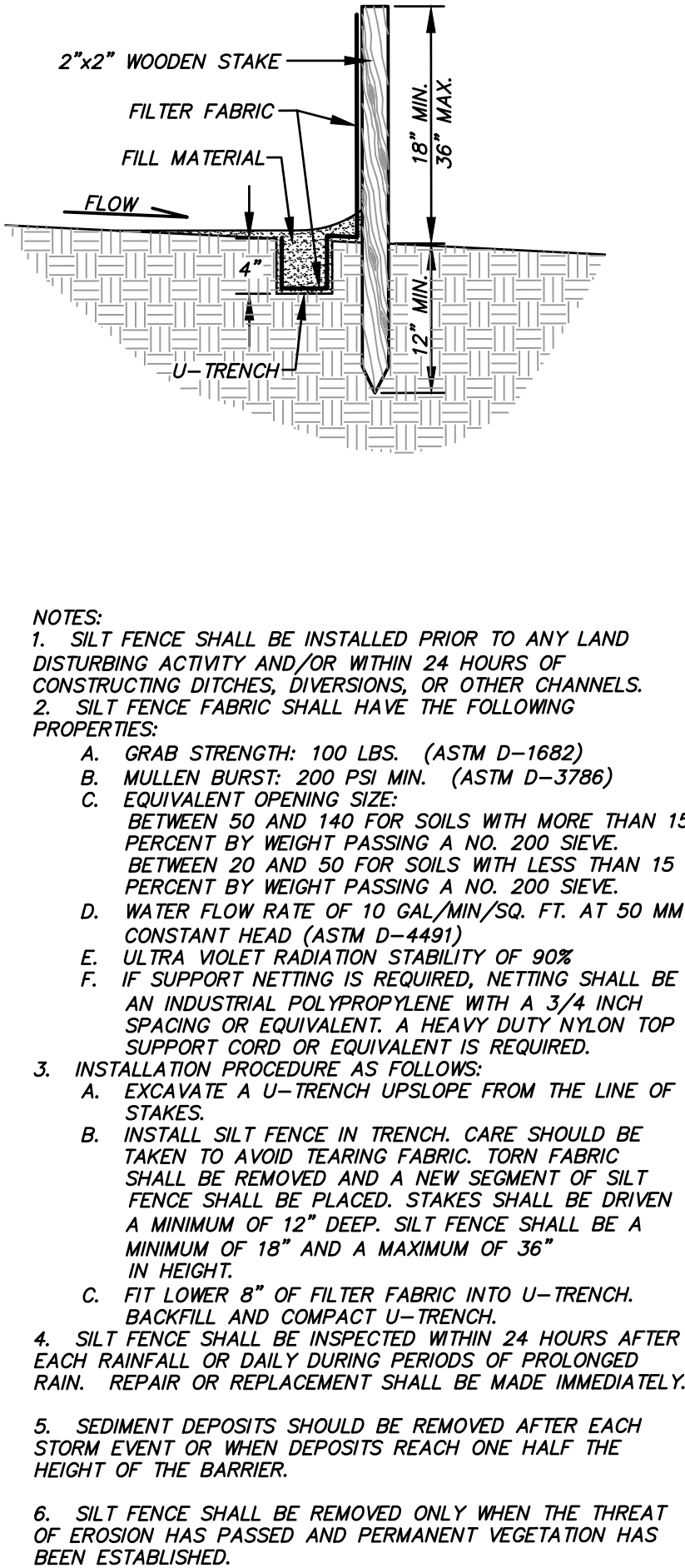
- THE FOLLOWING CONSTRUCTION SITE INSPECTIONS SHALL BE PERFORMED BY THE CONTRACTOR, AND ARE REQUIRED PER THE NR 216 GENERAL PERMIT:
- CONDUCT WEEKLY INSPECTIONS OF IMPLEMENTED EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES, AND REPORTING.
 - INSPECTIONS OF EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS AFTER A PRECIPITATION EVENT OF 0.5 INCHES OR GREATER, AND REPORTING.
 - REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES AS NECESSARY WITHIN 24 HOURS OF AN INSPECTION OR DEPARTMENT NOTIFICATION THAT A REPAIR OR REPLACEMENT IS NEEDED.
 - MAINTAIN WEEKLY WRITTEN REPORTS OF ALL INSPECTIONS CONDUCTED AT THE CONSTRUCTION SITE. WEEKLY INSPECTION REPORTS SHALL INCLUDE ALL OF THE FOLLOWING:
A. DATE, TIME AND LOCATION OF THE CONSTRUCTION SITE INSPECTION.
B. NAME OF THE INDIVIDUAL WHO PERFORMED THE INSPECTION.
C. ASSESSMENT OF THE CONDITION OF EROSION AND SEDIMENT CONTROLS.
D. DESCRIPTION OF ANY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE IMPLEMENTATION AND MAINTENANCE PERFORMED.
E. DESCRIPTION OF THE PRESENT PHASE OF LAND DISTURBING ACTIVITY AT THE CONSTRUCTION SITE.



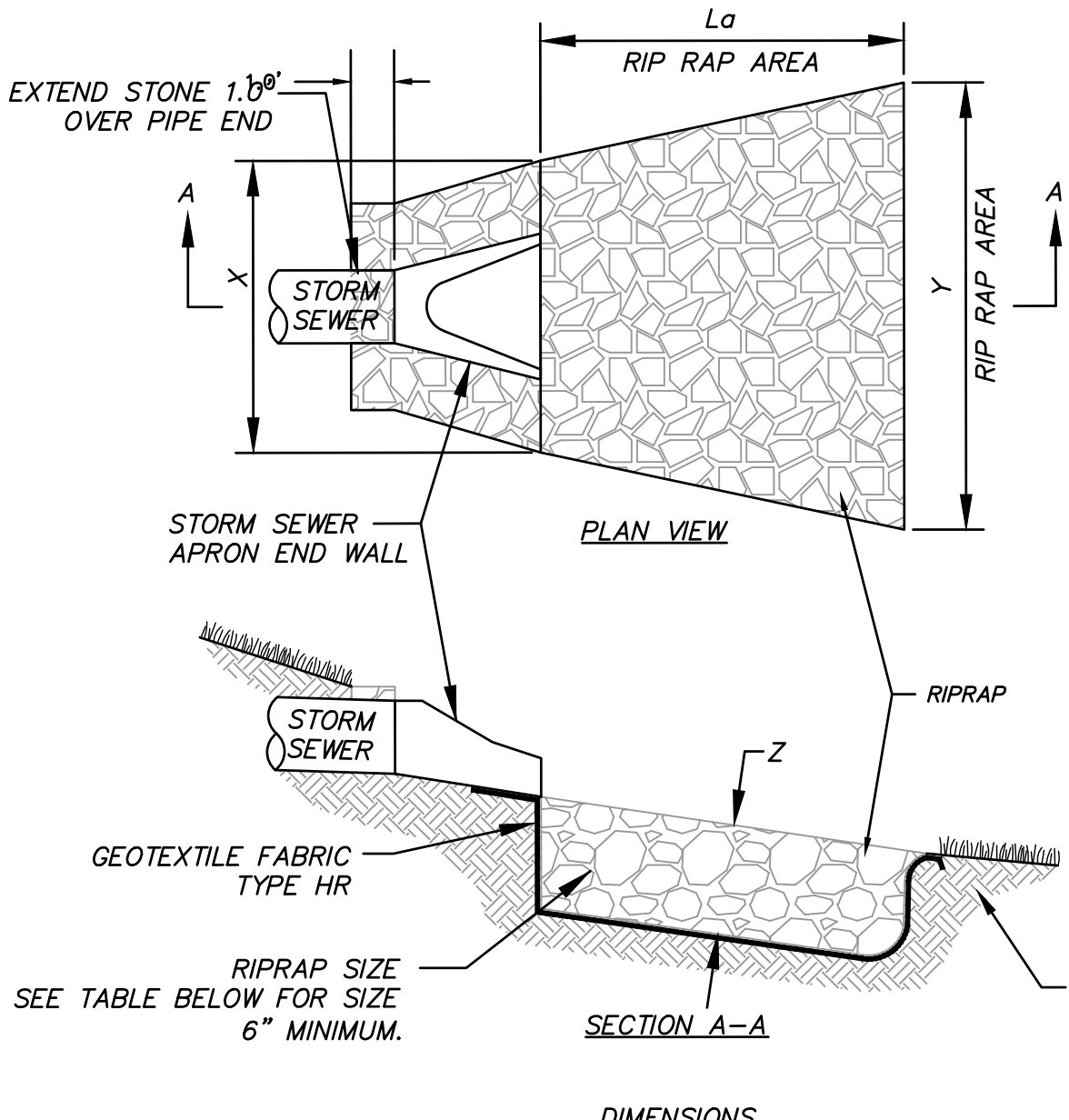
STONE TRACKING PAD DETAIL
(NOT TO SCALE)

GENERAL EROSION NOTES

- ALL CONTRACTORS AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE STATE OF WISCONSIN POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (WPDES PERMIT) AND CITY OF PEWAUKEE EROSION CONTROL PERMIT AND BECOME FAMILIAR WITH THE CONTENTS. CONTRACTORS AND SUBCONTRACTORS ARE RESPONSIBLE FOR ABIDING BY ALL PERMIT REQUIREMENTS AND RESTRICTIONS.
- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DISCHARGED TO A TEMPORARY SEDIMENT BASIN.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- ALL EROSION CONTROL MEASURES PRESENTED ON THIS PLAN SHALL BE INITIATED AS SOON AS PRACTICABLE.
- ANY DISTURBED SITE THAT REMAINS INACTIVE FOR GREATER THAN 7 DAYS SHALL BE STABILIZED WITH TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING OR MULCHING. FROZEN SOILS DO NOT EXCLUDE THE SITE FROM THIS REQUIREMENT.
- IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE STORM SEWER DRAINAGE SYSTEMS DEPOSITED PRIOR TO STABILIZATION OF THE SITE.
- SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- BMP'S SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES' (WDNR) TECHNICAL STANDARDS. REFER TO THE WDNR'S WEBSITE FOR ADDITIONAL DEFINITIONS, CRITERIA AND APPLICATION OF STORMWATER AND EROSION CONTROL DEVICES AT:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html



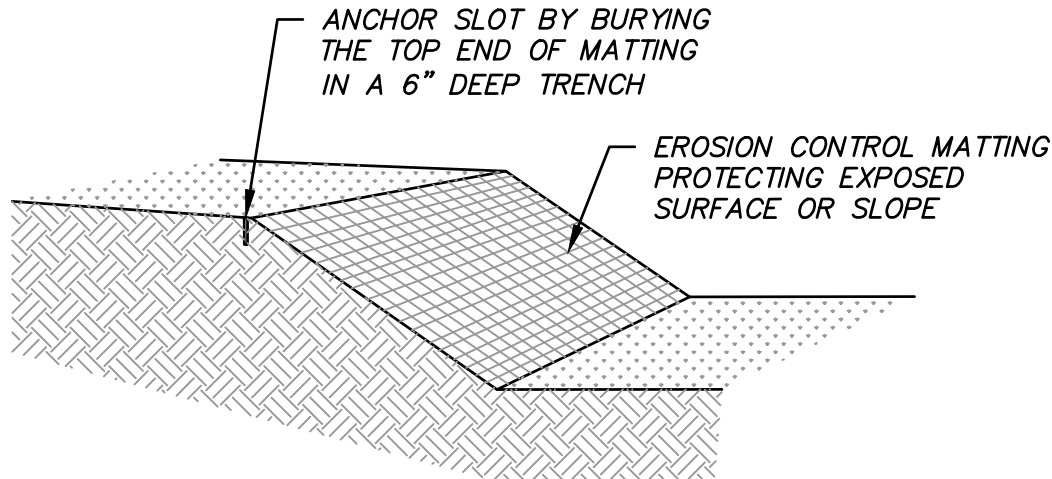
SILT FENCE DETAIL



GEOTEXTILE FABRIC SHALL COMPLY WITH THE SECTION 606 OF THE STATE OF WISCONSIN STANDARD FOR HIGHWAY AND STRUCTURE CONSTRUCTION.

RIPRAP OUTFALL DETAIL

NEIGHBORHOOD HOSPITAL MEQUON MEQUON, WI		 16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com CREATIVITY BEYOND ENGINEERING Brookfield, WI Appleton, WI Madison, WI Mount Pleasant, WI Naperville, IL Pittsburgh, PA Irvine, CA
EROSION CONTROL DETAILS		
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DATE: 06/18/2018		
SCALE: N.T.S.		
JOB NO. 3170353		
PROJECT MANAGER: ROBERT J. HARLEY, P.E.		
DESIGNED BY: RJH		
CHECKED BY: JAH		
SHEET NUMBER		
C502		



NOTES:
1. PRIOR TO THE INSTALLATION OF ANY EROSION CONTROL MATTING, ALL ROCKS, DIRT CLOUDS, STUMPS, ROOTS, TRASH AND ANY OTHER OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL SHALL BE REMOVED.
2. EROSION CONTROL MATTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 628 OF THE WISCONSIN DOT STANDARD SPECIFICATIONS, DNR TECHNICAL STANDARD 1052 (NON CHANNEL APPLICATIONS), DNR TECHNICAL STANDARD 1053 (CHANNEL APPLICATIONS), AND LATEST MANUFACTURER SPECIFICATIONS, ESPECIALLY NOTING REQUIRED STAPLE PATTERNS AND ANCHOR TRENCH REQUIREMENTS.
3. INSTALLATION PROCEDURES MUST INSURE THAT THE MAT WILL REMAIN IN CONTACT WITH THE SOIL.
4. THE MATTING SHALL BE ANCHORED PER MANUFACTURER REQUIREMENTS.
5. THE MATTING SHALL BE ANCHORED TO THE GROUND PER MANUFACTURER REQUIREMENTS.
6. TEMPORARY EROSION CONTROL MATTING SHALL BE WisDOT PAL CLASS I, TYPE B AND PERMANENT EROSION CONTROL MATTING SHALL BE WisDOT PAL CLASS III, TYPE A
7. MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL, BARE SPOTS, MISSING OR LOOSENED MATTING MUST BE IMMEDIATELY REPLACED AND/OR RE-ANCHORED.
8. FOR CHANNEL APPLICATIONS, EXTEND MAT UPSLOPE ONE-FOOT MINIMUM VERTICALLY FROM DITCH BOTTOM OR SIX-INCHES HIGHER THAN DESIGN FLOW, WHICHEVER IS GREATER.

EROSION CONTROL MATTING DETAIL

C. Geotextile Bags

- Geotextile bags shall meet the criteria listed in Table 1.

Table 1: Properties for Geotextile Bags

Property	Test Method	Type I Value	Type II Value
Maximum Apparent Opening Sizes	ASTM D-4751	0.212 mm	0.212 mm
Grab Tensile Strength	ASTM D-4632	200 lbs.	300 lbs.
Mullen Burst	ASTM D-3786	350 psi	580 psi
Permeability	ASTM D-4491	0.28 cm/sec	0.2 cm/sec
Fabric	Nominal Representative Weight	8 oz	12 oz

- Geotextile bags shall be sized according to the particle size being trapped, expected flow or pumping rate (gallons per minute) per square foot of fabric and a 50% clogging factor. The footprint of the bag shall be no smaller than 100 square feet.
- Geotextile bags shall be securely attached to the discharge pipe.
- Polymers can be used to enhance the efficiency of geotextile bags. If polymer is used, the polymer shall be approved by the WDNR and meet the criteria stipulated in WDNR Conservation Practice Standard 1051, Sediment Control Water Application of Polymers. The polymer supplier or applicator shall provide certifications showing that products have met the performance requirements of Standard 1051. If the manufacturer has not completed the required testing, the project may be used to gain that certification provided it meets the site requirements of Standard 1051. Any such testing will be monitored by DNR or WisDOT, with testing done by a qualified third party.

- INSTALL GEOTEXTILE BAGS IN LOCATION SHOWN, PLACED ON UNDISTURBED, VEGETATED SOIL. ALL WATER PUMPED SHALL BE DISCHARGED THROUGH GEOTEXTILE BAGS.
- CONTRACTOR SHALL PROVIDE ENGINEER WITH SIZING CALCULATIONS PER WDNR TECHNICAL STANDARD 1061 (SEE ABOVE) PRIOR TO ANY PUMPING/DISCHARGE.
- WATER DISCHARGED FROM GEOTEXTILE BAGS SHALL BE IMMEDIATELY ROUTED THROUGH STONE DITCH CHECK FOR ENERGY DISSIPATION PRIOR TO RELEASING INTO STABILIZED TEMPORARY DIVERSION DIKE/BERM.
- REMOVE ACCUMULATED SEDIMENT FROM GEOTEXTILE BAGS AND STONE DITCH CHECK TO MAINTAIN EFFECTIVENESS. ALL SEDIMENT COLLECTED SHALL BE PROPERLY DISPOSED OF TO PREVENT DISCHARGE TO WATERS OF THE STATE.
- THE CONTRACTOR SHALL PROCURE A PERMIT FROM WDNR PRIVATE WATER SUPPLY SECTION FOR ANY DEWATERING OPERATIONS HAVING AN AGGREGATE CAPACITY EXCEEDING 70 GALLONS PER MINUTE.

GEOTEXTILE BAGS



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Brookfield, WI 53005-5938
(262) 781-1000
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**NEIGHBORHOOD HOSPITAL MEQUON
MEQUON, WI**

EROSION CONTROL DETAILS

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R.A. Smith, Inc.

DATE: 06/18/2018

SCALE: N.T.S.

JOB NO. 3170353

PROJECT MANAGER:
ROBERT J. HARLEY, P.E.

DESIGNED BY: RJH

CHECKED BY: JAH

SHEET NUMBER

C503

SPECIFICATIONS

A. GENERAL

- THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
- SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE BIDDER WILL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES AND SHALL STATE SUCH QUANTITIES IN THEIR PROPOSAL. THE CONTRACTOR SHALL BASE THEIR BID ON THEIR OWN ESTIMATE OF THE WORK REQUIRED AND SHALL NOT RELY ON THE ENGINEER'S ESTIMATE.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER. THE CONTRACTOR SHALL ABIDE BY THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE FIELD CONDITIONS WITH DRAWINGS.
- THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT THEIR WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGER'S HOTLINE AT 1-800-242-8511 TO NOTIFY THE UTILITIES OF THEIR INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
- CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES.
- ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR. THE COST OF THE RESTORATION IS CONSIDERED INCIDENTAL, AND SHOULD BE INCLUDED IN THE BID PRICES.
- SUBMITTALS:
 - SHOP DRAWINGS AND/OR MANUFACTURER'S PRODUCT DATA SUBMITTALS ARE REQUIRED ONLY IF THE PRODUCT OR METHOD OF CONSTRUCTION
 - IS DIFFERENT FROM THAT SPECIFIED OR
 - IS PART OF THE WORK THAT WILL BE DEDICATED AS A PUBLIC UTILITY OR ROADWAY AT THE END OF THE PROJECT OR
 - IF REQUIRED BY THE MUNICIPAL ENGINEER.
 - FOR UTILITY OR ROAD WORK THAT WILL BE DEDICATED TO A MUNICIPALITY, CONTRACTOR MUST MAKE SUBMITTALS TO THE MUNICIPALITY AS WELL AS ENGINEER.
 - ALL DOCUMENTS SUBMITTED FOR REVIEW SHALL HAVE THE SPECIFIC MATERIAL, PART, SIZE, ETC. RELATED TO THE DESIGN HIGHLIGHTED IN SOME FASHION. EXAMPLE: A FITTING CUT SHEET HAS MULTIPLE PRESSURE RATING FOR DIFFERENT SIZE BENDS. HIGHLIGHT THE PRESSURE CLASS & SIZE TO BE USED ON THE PROJECT. ALL SUBMITTALS NOT PROPERLY IDENTIFYING THE SPECIFIC MATERIAL BEING USED WILL BE REJECTED.
 - ALL DOCUMENTS SUBMITTED FOR REVIEW MUST INDICATE WHAT PART OF THE DESIGN THEY RELATE TO.
 - CONTRACTOR SHALL ALLOW A MINIMUM OF 10 WORKING DAYS FOR SUBMITTAL REVIEW.
 - SUBSTITUTION REQUESTS
 - IF A SUBSTITUTION IS REQUESTED, CONTRACTOR SHALL SUBMIT A SHOP DRAWING AND/OR MANUFACTURER'S DATA AND AN EXPLANATION AS TO EXACTLY HOW THE PROPOSED SUBSTITUTION MEETS THE PROPOSED DESIGN TO THE OWNER'S REPRESENTATIVE OR ENGINEER FOR REVIEW AND APPROVAL. PRODUCT SPECIFICATION SHEETS WITHOUT EXPLANATION WILL NOT BE ACCEPTED.
 - THE CONTRACTOR SHALL ALSO INDICATE WITH THE SUBSTITUTION REQUEST THE AMOUNT THAT WILL BE CREDITED FROM THE CONTRACT AMOUNT TO THE OWNER IF THE SUBSTITUTION IS APPROVED.
 - THE CONTRACTOR SHALL NOT PROCEED UNTIL THE OWNER'S APPROVAL IS GIVEN.

B. EROSION CONTROL

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING COPIES OF ALL PERMITS, INCLUDING WPDES DISCHARGE PERMITS (IF APPLICABLE), AND THE (LOCAL MUNICIPALITY) EROSION CONTROL PERMIT. CONTRACTOR IS RESPONSIBLE FOR ABIDING BY ALL PERMIT REQUIREMENTS AND RESTRICTIONS.
- ALL INSTALLATION AND MAINTENANCE OF EROSION CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE APPLICABLE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARD.
- ALL EROSION CONTROL FACILITIES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT AND WARRANTY PERIOD IN CONFORMANCE WITH THE DNR WPDES GENERAL PERMIT.
- ALL EROSION AND SEDIMENTATION CONTROL PRACTICES SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24 HOUR PERIOD. NEEDED REPAIRS WILL BE MADE IMMEDIATELY.
- ALL DISTURBED GROUND LEFT INACTIVE FOR FOURTEEN DAYS OR MORE SHALL BE STABILIZED WITH TOPSOIL, SEED, AND MULCH IN ACCORDANCE WITH THE WDNR TECHNICAL STANDARDS 1059 AND 1058.
- TEMPORARY SEED MIXTURE SHALL CONFORM TO 630.21.5.1.4 OF THE WSDOT STANDARD SPECIFICATIONS. USE WINTER WHEAT OR RYE FOR FALL PLANTINGS STARTED AFTER SEPTEMBER 1.
- DISTURBED AREAS THAT CANNOT BE STABILIZED WITH A DENSE GROWTH OF VEGETATION BY SEEDING AND MULCHING DUE TO TEMPERATURE OR TIMING OF CONSTRUCTION, SHALL BE STABILIZED BY APPLYING ANIONIC POLYACRYLAMIDE (PAM) IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1050.
- SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT BASINS TO MAINTAIN A THREE FOOT DEPTH OF TREATMENT, MEASURED BELOW THE NORMAL WATER ELEVATION. SEDIMENT WILL BE REMOVED FROM THE DIVERSION DITCHES WHEN IT REACHES HALF THE HEIGHT OF THE DITCH. SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE AND DITCH CHECKS WHEN IT REACHES HALF THE HEIGHT OF THE FENCE/BALE. THE SILT FENCE AND DITCH CHECKS SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED. DEPENDING ON HOW THE CONTRACTOR GRADES THE SITE, IT MAY BE NECESSARY TO INSTALL TEMPORARY SEDIMENT TRAPS IN VARIOUS LOCATIONS THROUGHOUT THE PROJECT. TEMPORARY SEDIMENT TRAPS SHALL BE DESIGNED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1063.
- ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, BEFORE THE END OF EACH WORKING DAY.
- DUST CONTROL SHALL BE PROVIDED AS NECESSARY IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1068.
- FINAL STABILIZATION OF LANDSCAPED AREAS SHALL BE IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN.
- ALL SEEDED AREAS WILL BE FERTILIZED, RESEEDDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE APPROVED LANDSCAPE PLAN TO MAINTAIN A VIGOROUS DENSE VEGETATIVE COVER.

C. GRADING

- THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE GEOTECHNICAL REPORT AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVIATE WATER PONDING.
- SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
- THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.
- GRADING SHALL CONSIST OF CLEARING AND GRUBBING EXISTING VEGETATION, STRIPPING TOPSOIL, REMOVAL OF EXISTING PAVEMENT OR FOUNDATIONS, IMPORTING OR EXPORTING MATERIAL TO ACHIEVE AN ON-SITE EARTHWORK BALANCE, GRADING THE PROPOSED BUILDING PADS AND PAVEMENT AREAS, SCARIFYING AND FINAL COMPACTION OF THE PAVEMENT SUBGRADE, AND PLACEMENT OF TOPSOIL.
- NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE. THE SUBGRADE SHALL BE PROOF-ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
- ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
- TOPSOIL IN PARKING ISLANDS: ALL PARKING LOT ISLANDS TO BE BACKFILLED WITH TOPSOIL TO A MINIMUM DEPTH OF 18" BY GRADING CONTRACTOR TO INSURE LONG TERM PLANT HEALTH. CROWN ALL PLANTING ISLANDS A MINIMUM OF 6" TO PROVIDE PROPER DRAINAGE, UNLESS OTHERWISE SPECIFIED.

D. PAVING

- THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
- PAVING SHALL CONSIST OF FINE GRADING PAVEMENT AREAS, INSTALLATION OF CRUSHED STONE BASE, CONCRETE AND/OR BITUMINOUS PAVEMENT, PAVEMENT MARKING, AND CLEANUP. ALL MATERIALS SHALL BE PROVIDED BY THE CONTRACTOR.
- AGGREGATES USED IN THE CRUSHED AGGREGATE BASE SHALL BE (1 1/4-INCH) DENSE GRADED BASE IN ACCORDANCE WITH SUBSECTION 305.2.2 OF THE STANDARD SPECIFICATIONS.
- HOT MIX ASPHALT PAVEMENT (HMA) SHALL BE CLASSIFIED AS (L7) IN ACCORDANCE WITH SECTION 460 AND TABLE 460-2 OF THE STANDARD SPECIFICATIONS.
- ASPHALTIC MATERIALS SHALL BE PERFORMANCE GRADED (PG) BINDERS IN ACCORDANCE WITH SECTION 455 OF THE STANDARD SPECIFICATIONS. UPPER LAYERS SHALL BE (58-28), AND LOWER LAYERS SHALL BE (58-28 S).
- AGGREGATES USED IN THE HMA SHALL BE IN ACCORDANCE WITH SUBSECTION 460.2.2.3 OF THE STANDARD SPECIFICATIONS. THE NOMINAL AGGREGATE SIZE FOR THE UPPER LAYER PAVEMENT SHALL BE (9.5 MM), AND THE LOWER LAYER PAVEMENT SHALL BE (19.0 MM).
- TACK COAT SHALL BE IN ACCORDANCE WITH SUBSECTION 455.2.5 OF THE STANDARD SPECIFICATIONS. THE RATE OF APPLICATION SHALL BE 0.050-0.070 GAL/SY.
- CONCRETE FOR CURB, DRIVEWAY, WALKS AND NON-FLOOR SLABS SHALL BE GRADE A (OR GRADE A2 IF PLACING BY SLIP-FORMED PROCESS) AIR ENTRAINED IN ACCORDANCE WITH SECTION 501 FOR THE STANDARD SPECIFICATIONS, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI.
- CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING SECTIONS OF THE STANDARD SPECIFICATIONS: SECTION 415 FOR CONCRETE PAVEMENT, SECTION 601 FOR CONCRETE CURB AND GUTTER, AND SECTION 602 FOR CONCRETE SIDEWALKS.
- ALL FINISHED CONCRETE SHALL BE COVERED WITH A LIQUID CURING COMPOUND CONFORMING TO AASHTO M 148, TYPE 2, IN ACCORDANCE WITH SECTION 415 OF THE STANDARD SPECIFICATIONS.
- PAVEMENT MARKINGS SHALL BE PAINT IN ACCORDANCE WITH SECTION 646 OF THE STANDARD SPECIFICATIONS. (COLOR SHALL BE AS INDICATED ON THE PLANS.) THE FOLLOWING ITEMS SHALL BE PAINTED WITH COLORS NOTED BELOW:

PARKING STALLS: WHITE
PEDESTRIAN CROSSWALKS: WHITE
LANE STRIPING WHERE SEPARATING TRAFFIC IS MOVING IN OPPOSITE DIRECTIONS: YELLOW
LANE STRIPING WHERE SEPARATING TRAFFIC IS MOVING IN SAME DIRECTIONS: WHITE
ADA SYMBOLS: BLUE OR PER LOCAL CODE
FIRE LANES: PER LOCAL CODE
EXTERIOR SIDEWALK CURBED, LIGHTPOLE BASES, AND GUARD POSTS: YELLOW

E. PRIVATE UTILITIES

- THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO WISCONSIN ADMINISTRATIVE CODE, SECTION SPS 382-384, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION, AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
- BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN.
- ALL CONNECTIONS TO EXISTING PIPES AND MANHOLES SHALL BE CORED CONNECTIONS.
- PROPOSED SANITARY SEWER, WATER MAIN, AND INTERNALLY CONNECTED STORM SEWER SHOWN ON THIS PLAN SHALL TERMINATE AT A POINT FIVE (5) FEET FROM THE EXTERIOR BUILDING WALL. STORM SEWER CONNECTING TO EXTERIOR DOWN SPOUTS SHALL BE PER DETAILS ON THE ARCHITECTURAL PLANS. THE EXACT LOCATION OF ALL DOWN SPOUTS SHALL BE PER THE ARCHITECTURAL PLANS.
- MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS:

STORM SEWER PIPE 30" OR LARGER SHALL BE REINFORCED CONCRETE, ASTM C-76, CLASS III OR GREATER, WITH ELASTOMERIC SEALS CONFORMING TO ASTM C-443.

STORM SEWER PIPE 24" OR LESS SHALL BE EITHER:
A) HIGH DENSITY POLYETHYLENE (HDPE) WITH A SMOOTH INTERIOR AND ANNULAR EXTERIOR CORRUGATIONS, SUCH AS ADS N-12 WT. HDPE PIPE SHALL CONFORM TO ASTM F2648 AND F2306. JOINTS SHALL BE WATER TIGHT CONFORMING TO ASTM D3212 WITH ELASTOMERIC SEALS (GASKETS) CONFORMING TO ASTM F477.
B) POLYVINYL CHLORIDE (PVC) PIPE, ASTM D-3034, SDR 35, WITH ELASTOMERIC PUSH-ON JOINTS CONFORMING TO ASTM D-3212.
C) REINFORCED CONCRETE, ASTM C-76, CLASS III OR GREATER, WITH ELASTOMERIC SEALS CONFORMING TO ASTM C-443.

TRENCH SECTION SHALL BE CLASS "C" FOR CONCRETE AND CLASS "B" FOR ALL OTHER MATERIALS.

INLETS SHALL BE SOLID CONCRETE BLOCK OR PRE CAST REINFORCED CONCRETE, ASTM C-478.
- MATERIALS FOR SANITARY SEWER SHALL BE AS FOLLOWS:

SANITARY SEWER PIPE SHALL BE PVC, ASTM D-3034, SDR-35 WITH RUBBER GASKETED JOINTS, CONFORMING TO ASTM D-3212.

TRENCH SECTION SHALL BE CLASS "B" BEDDING. CRUSHED STONE CHIPS SHALL BE USED FOR BEDDING MATERIAL. PREFABRICATED WYE CONNECTIONS ARE REQUIRED FOR SANITARY LATERALS
- MATERIALS FOR WATER SERVICE SHALL BE AS FOLLOWS:

WATER SERVICE SHALL BE PVC, SDR-18, CLASS 235, AWWA C-900, WITH ELASTOMERIC JOINTS (ASTM D-3139), WITH A VALVE AT THE SUPPLY MAIN.

WATER SERVICE SHALL BE DUCTILE IRON (DI), ASTM A-377, WITH ELASTOMERIC JOINTS (AWWA C-111), WITH A VALVE AT THE SUPPLY MAIN.

WATER SERVICE SHALL BE COPPER, TYPE "K", WITH A VALVE AT THE SUPPLY MAIN.

ALL FITTINGS SHALL BE MECHANICAL JOINT, DUCTILE IRON CONFORMING TO AWWA C-111.

HYDRANTS SHALL BE IN ACCORDANCE WITH THE MUNICIPALITY'S STANDARD SPECIFICATIONS.

GATE VALVES SHALL BE RESILIENT WEDGE TYPE, AWWA C-509, AND SHALL BE INSTALLED WITH AN ADJUSTABLE VALVE BOX AND COVER MARKED "WATER".

TRENCH SECTION SHALL CONFORM TO SECTION 4.3.C, FILE NO. 38 OF THE STANDARD SPECIFICATIONS. SAND OR STONE CHIP BEDDING MATERIAL IS REQUIRED.
- EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED UNDER & WITHIN 5 FEET OF ALL PAVEMENT INCLUDING SIDEWALKS. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED. THE COST OF THIS GRANULAR MATERIAL AND ITS COMPACTION IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF THE PROPOSED UTILITY.
- UPON COMPLETION OF FINAL PAVING OPERATIONS, THE UTILITY CONTRACTOR SHALL ADJUST ALL MANHOLE AND INLET RIMS AND VALVE BOXES TO FINISHED GRADE.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH A SET OF MARKED-UP PRINTS SHOWING ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE OWNER.
- TRACER WIRE SHALL BE INSTALLED ON ALL BURIED NON-METALLIC SANITARY SEWERS, PRIVATE SANITARY INTERCEPTOR MAIN SEWERS, STORM BUILDING SEWERS, AND PRIVATE STORM INTERCEPTOR MAIN SEWERS THAT DISCHARGE TO MUNICIPAL MAINS. TRACER WIRE SHALL ALSO BE INSTALLED ON ALL BURIED NON-METALLIC WATER SERVICES AND PRIVATE WATER MAINS CONNECTED TO MUNICIPAL SUPPLY SYSTEMS. TRACER WIRE SHALL BE IN ACCORDANCE WITH COMM 82.30(11)(h)(1). TRACER WIRE SHALL BE A MINIMUM OF 18-GAUGE, INSULATED, SINGLE-CONDUCTOR COPPER WIRE OR EQUIVALENT. TRACER WIRE COLOR SHALL BE BLUE FOR POTABLE WATER, GREEN FOR SANITARY SEWER, AND BROWN FOR STORM SEWER.

NEIGHBORHOOD HOSPITAL MEQUON
MEQUON, WI

SPECIFICATIONS

16745 W. Bluemound Road
Brookfield, WI 53005-5938

(262) 781-1000
rasmith.com

raSmith
CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Appleton, WI | Madison, WI | Cedarburg, WI | Mount Pleasant, WI
Naperville, IL | Pittsburgh, PA | Irvine, CA

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R.A. Smith, Inc.

DATE: 06/18/2018

SCALE: N.T.S.

JOB NO. 3170353

PROJECT MANAGER:
ROBERT J. HARLEY, P.E.

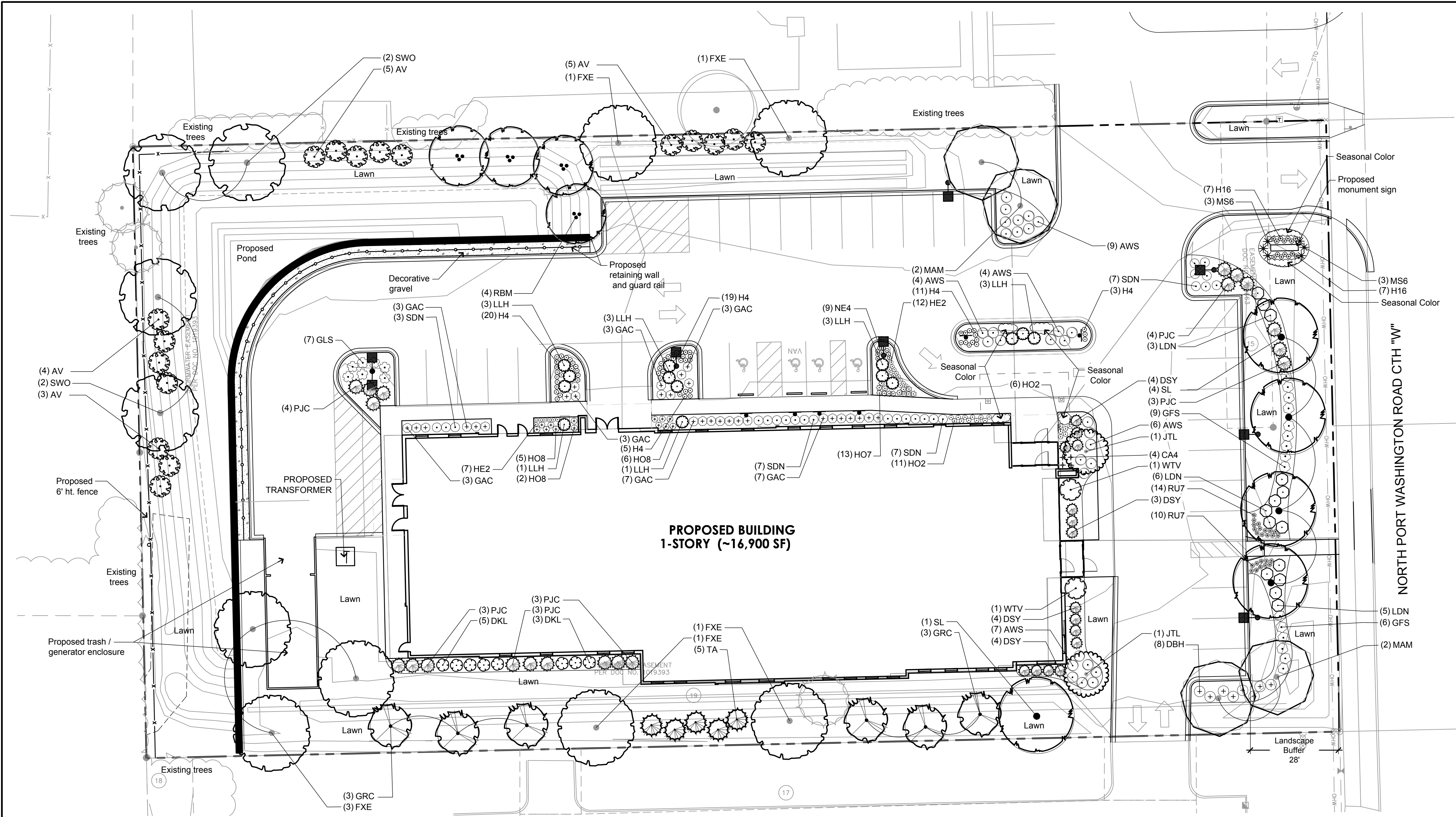
DESIGNED BY: RJH

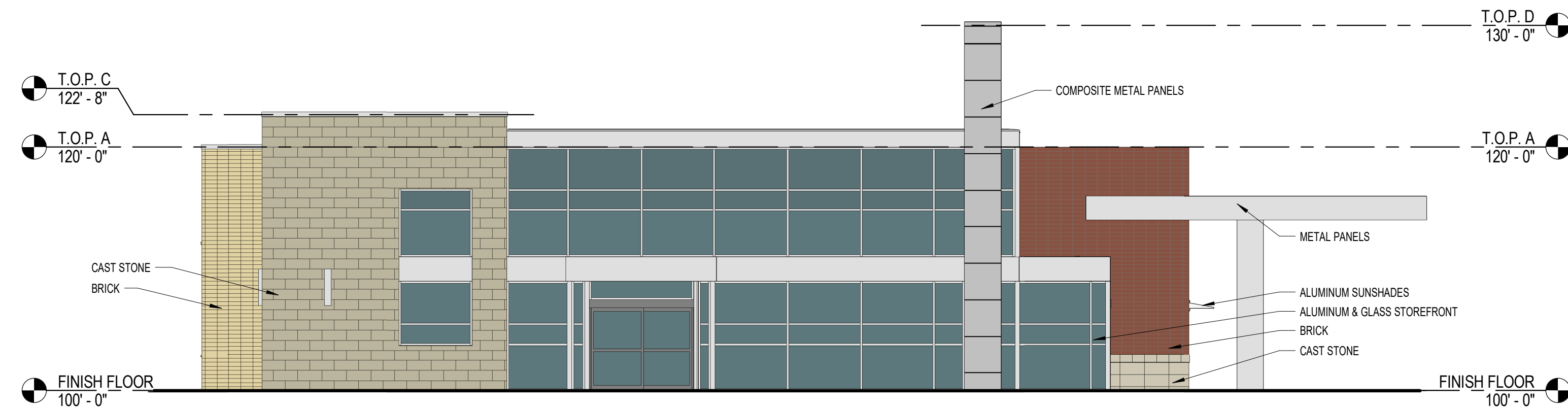
CHECKED BY: JAH

SHEET NUMBER

C504

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.





02 EAST BUILDING ELEVATION
1/8" = 1'-0"



01 WEST BUILDING ELEVATION
1/8" = 1'-0"

MEQUON HOSPITAL

6/1/2018

BUILDING ELEVATIONS



02 SOUTH BUILDING ELEVATION
1/8" = 1'-0"



01 NORTH BUILDING ELEVATION
1/8" = 1'-0"

MEQUON HOSPITAL

6/1/2018

BUILDING ELEVATIONS





01 BUILDING FLOOR PLAN
1/8" = 1'-0"

MEQUON HOSPITAL

6/1/2018

FLOOR PLAN



MEQUON HOSPITAL

6/1/2018

PROJECT DESIGN

SAMPLE MATERIAL BOARD FOR NEIGHBORHOOD HOSPITAL

TH MEQUON, WI-1-UT, LLC



Attachment: Packet (3381 : raSmith National for Mark and Lynn Leonard)

DRAFT

CERTIFIED SURVEY MAP NO. _____

A division of Lands being a part of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

- INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 19, T 9 N, R 22 E, WHICH BEARS N01°16'29"W. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

TAX PARCELS:
15-019-13-013.00
15-019-13-014.00

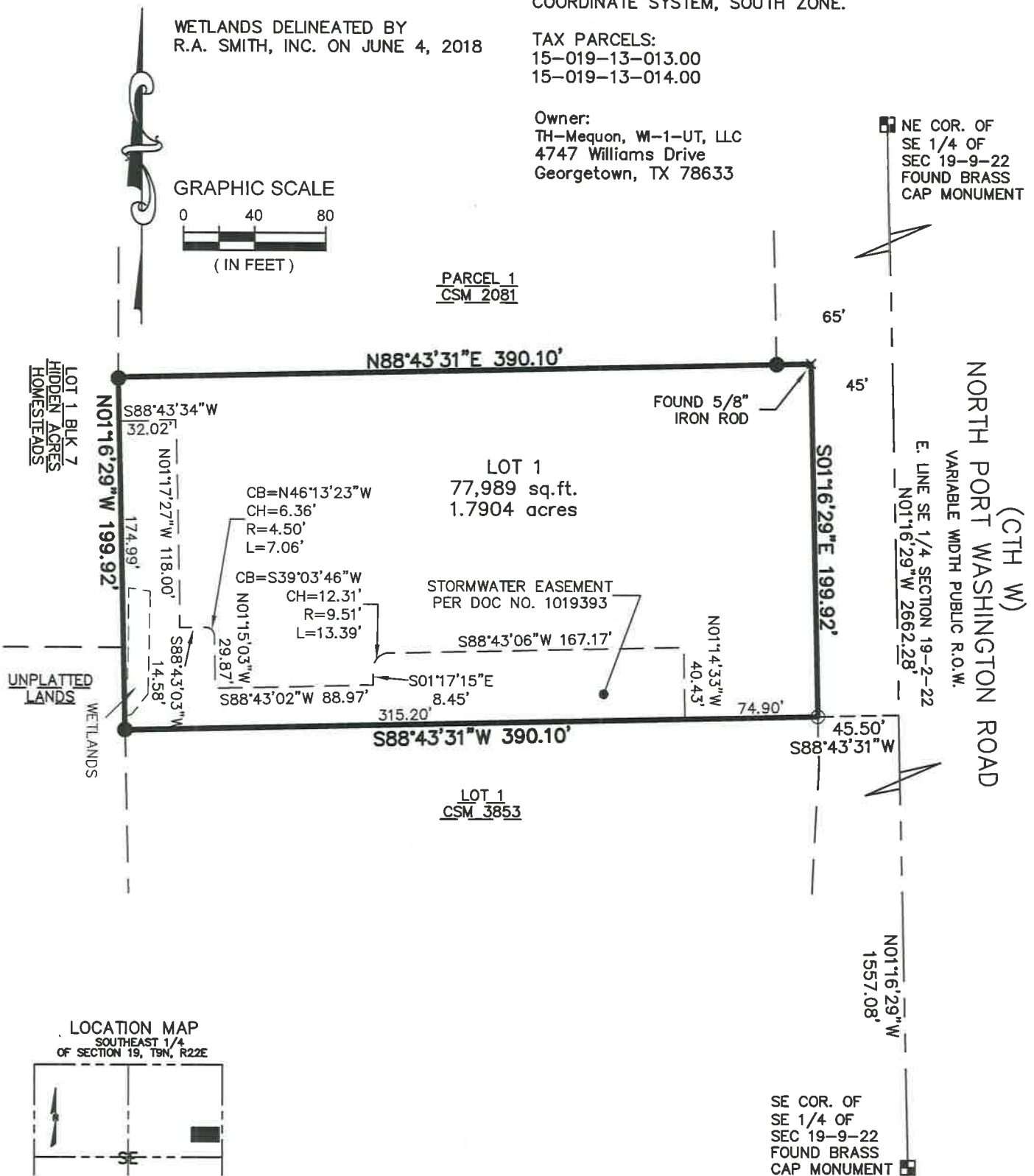
Owner:
TH-Mequon, WI-1-UT, LLC
4747 Williams Drive
Georgetown, TX 78633

WETLANDS DELINEATED BY
R.A. SMITH, INC. ON JUNE 4, 2018

GRAPHIC SCALE
0 40 80
(IN FEET)

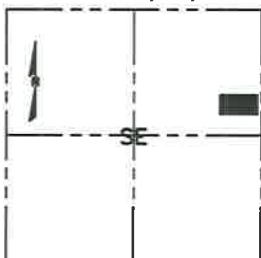
PARCEL 1
CSM 2081

NE COR. OF
SE 1/4 OF
SEC 19-9-22
FOUND BRASS
CAP MONUMENT



Attachment: Packet (3381 : raSmith National for Mark and Lynn Leonard)

LOCATION MAP
SOUTHEAST 1/4
OF SECTION 19, T9N, R22E



SCALE: 1" = 2000'

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

A division of Lands being a part of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, STEPHAN G. SOUTHWELL, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a division of Lands being a part of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said 1/4 section; thence North 01°16'29" West along the East line of said Section a distance of 1557.08 feet to a point; thence South 88°43'31" West 45.50 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 3853 and the West line of North Port Washington Road, said point also the point of beginning of lands to be described; thence continuing South 88°43'31" West along the North line of said Lot 390.10 feet to a point in the extension of the East line of Lot 1, Block 7 in Hidden Acres Homesteads; thence North 01°16'29" West along said East line and its extension 199.92 feet to the Southwest corner of Parcel 1 of Certified Survey Map No. 2081; thence North 88°43'31" East along the South line of said Parcel 390.10 feet to a point in the West line of North Port Washington Road; thence South 01°16'29" East along said West line 199.92 feet to the point of beginning.

Containing 1.7904 acres or 77,989 square feet.

THAT I have made this survey, land division and map by the direction of TH-Mequon, WI-1-UT, LLC, 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 Statutes of the State of Wisconsin and the Land Division Ordinances of the City of Mequon in surveying, dividing and mapping the same.

DATE

_____(SEAL)
STEPHAN G. SOUTHWELL
PROFESSIONAL LAND SURVEYOR S-1939

Attachment: Packet (3381 : raSmith National for Mark and Lynn Leonard)

CERTIFIED SURVEY MAP NO. _____

A division of Lands being a part of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

TH-Mequon, WI-1-UT, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of _____, as owner, certifies that said company has caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the subdivision regulations of the City of Mequon.

TH-Mequon, WI-1-UT, LLC, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Village of Pewaukee.

IN Witness Whereof, TH-Mequon, WI-1-UT, LLC , has caused these presents to be signed by

it's _____ on this _____ day of _____, 2018.

TH-Mequon, WI-1-UT, LLC

STATE OF _____ }
 :SS
_____ COUNTY }

PERSONALLY came before me this _____ day of _____, 2018, _____

of the above named TH-Mequon, WI-1-UT, LLC, to me known as the person who executed the

foregoing instrument, and to me known to be the _____ of said TH-Mequon, WI-1-UT, LLC, and acknowledged that they executed the foregoing instrument as such officer as the deed of the company, by its authority.

NOTARY PUBLIC, STATE OF _____
MY COMMISSION EXPIRES _____

CITY OF MEQUON PLANNING COMMISSION APPROVAL

APPROVED by the Planning Commission of the City of Mequon on this _____ day
of _____, 2018.

CHAIRPERSON

SECRETARY

THIS INSTRUMENT WAS DRAFTED BY STEPHAN G. SOUTHWELL,
167347.csm PROFESSIONAL LAND SURVEYOR S-1939 Sheet 3 of 3 Sheets

July 12, 2018

Ms. Kim Tollefson, Dir. of Community Development
11333 N. Cedarburg Road 60W
Mequon, WI 53092-1930

Dear Ms. Tollefson:

I appreciate the opportunity to assist the City of Mequon with landscape architectural review services. The following is a review of the landscape plan submittal for the Hospital on PWR, The proposed facility fronts on Port Washington Road. PWR is one of the City of Mequon's commercial corridors that the City has required a higher level of landscape treatments since 2012. This is the first review of the plan, dated 6/18/18. The Landscape plan is submitted by RA Smith.

The nature of this review will be to assess the landscape plan for completeness; address appropriateness of design for the Port Washington Road corridor and how the plant palette addresses the Planning Commission's request for greater buffering/treatments within the Port Washington corridor. The proposed site use is business/institutional. The business use will be moderately traffic intensive, with two points of Ingress/Egress to the site. The proposal is adjacent to one of Mequon's busiest corridors and surrounded by commercial/business uses. This review will be performed considering both the adjacency to the Mequon corridor and the adjacent zoning. Commentary will be generated by applying the existing and the proposed City of Mequon Landscape Codes.

➤ **General Overview:**

- ❖ This review pertains to Landscape Plan sheets L100, Dated 6/18/2018, LANDSCAPE PLAN
- ❖ The plan **is not** sealed by a Wisconsin RLA, **as required by Mequon code.**
- ❖ The plan is issued at a 1"=20' scale; the plan sheet is clean and the information is discernible.
 - The Proposal is adjacent to the Port Washington Road Corridor; the proposed commercial site use has two ingress/egresses off PWR. PWR is one of Mequon's regional collectors and part of the City of Mequon's designated "Gateway" roadways. Since 2012, the P&Z board has requested additional density landscape treatments and larger scale plantings, especially adjacent to the PWR ROW.
 - Sustainability: This application has not given consideration to the development of sustainable site practices; the proposal approaches 70% of impervious surface and the landscape application fails to include Bio-swale filtering treatments or green roofs.
 - The plan provides an attached plant schedules with common name, scientific name, of plants specified, size specified and the total quantities, as required. Please see the

review below for commentary of the proposed plant palette, sizing requirements and diversity.

- The plan depicts both the proposed site lighting and the sign location. Additionally, the plan failed to include a sign location, or a sign elevation.
- The plan identifies an exterior refuse/recycle generator enclosure/structure. But, the note fails to define what that is? Is it an 8' masonry, walled enclosure, or a large commercial metal box with a mechanized compactor aggregated? See notes below concerning Refuse recycle screening.

- ***Proposed Landscape Material Review:***

- **Outline of the proposed plant types and quantities found on the plan:**

- Seven Deciduous Tree Species, (Total proposed deciduous trees – 30)
- One Evergreen Tree Species, (Total proposed conifer trees – 5)
- Eleven Deciduous Shrub Species, (Total proposed decid. shrubs – 168)
- Two Evergreen Shrub Species, (Total proposed conifer shrubs – 35)
- Eight Perennials, Bulbs/corms, Groundcover Species, (Total proposed ground covers/perennials –167)
- Two Decorative Grass species, (Total proposed grasses – 35)
- ◆ The species proposed have the ability to perform in the local soils and are within the prescribed USDA Zone 5a.
- ◆ TURF: The Plan requires the following specifics: 1. Specify the proposed sod/turf; 2. the plans should state the total SQR yards of the sodded area.
- ◆ POND/Detention/Retention Basin: The plan has a note calling for a “POND”; is this a wet basin or a detention basin? Please designate how the proposed pond will be planted? Will there be an edge stratification planting strategy? How is the pond bottom treated? If there is standing water in the basin, how will aeration/stagnation be treated? The designer must amend the plan to include: Retention/Detention cover treatment seed/plugs/sod as well as the companion/starter seed for the proposed basin, the fertilizer type, application rate, means of application, the number of overseedings required, and means of overseeding delivery through 100% establishment. Please add the requested information/narrative to the plan. These basins should be required to meet the same standard as turf or the proposal should indicate if these are “retention structures” or detention structures.... and show what the retained water elevation will be and what the edge treatment is for either type.

➤ ***Plant Schedule Comments:***

- The plant schedule accurately reflects the plan graphics.

- Proposed Deciduous Tree sizes: The plant schedule specifies 2.5" caliper and 8-10' height plantings. The City of Mequon has required a minimum of 3.5" caliper trees @ 16" above the rootball. Proposals within the PWR corridor have typically required 4.0" caliper trees @ 16" above the rootball.
- Proposed Conifer Tree Size: The plan calls for 6' Arborvitae. Please provide 7' conifers, as measured from the top of rootball to the top lateral branch, <not the top of the primary leader> .
- The City of Mequon does not differentiate between deciduous trees and ornamental deciduous trees; amend the schedule's Ornamental caliper to a 3.5" caliper minimum.
- The Plant Schedule correctly has specified all the deciduous trees to have a 3.5 inch caliper; as per the proposed code. As a note, the height expectations shall be Per ANSI z 60.1, the plantings shall meet both the stated caliper (@ 16" above the root ball) and the ANSI z 60.1 height equivalency. A proposed height of 8-10' is equivalent to a 1.5"-2" shade tree.
- Add the following note to the plan, **Plant Requirement:** "Trees selected may meet caliper requirements, but failing to meet height requirements or root ball size requirements per ANSI z 60.1, will be rejected by the city of Mequon."
- TURF information: Amend the plan to include the following specifics. 1. Specify the limits of proposed sod/turf; 2. The plans should state the total SQR yards of the sodded/TURF area. 3. The designer should also provide: any companion/starter seed for the site, fertilizer type, application rate, means of application, the number of over-seeding processes is required & means of over seeding delivery - through 100% TURF establishment. Please add the

➤ **Planting Zone Comments:**

- The submittal is organized and provides the following: 1. Street Frontage Zone; 2. Parking Lot Interior Zone; 3. Parking Lot Periphery Buffer; 4. Property Line Buffer Yard; 5. On-Lot Zone; 6. Open Space Zone; 7. Detention Basin; 8. Loading Dock Buffer
- **Street Frontage Zone:**
- Port Washington Road ROW: Code requires 1 approved street tree per each side of/30 feet of CL length; the Mequon Rd. ROW planting requirement is addressed. Additionally, the Parking lot buffer is adequately addressed. Coordinate Street Tree plantings type & density with City Staff.
- Additionally, Mequon has required developments along major traffic arteries to provide additional treatments that will fill all three planting horizons. The City has requested additional perennial, ornamental grasses, conifer and deciduous shrub treatments to provide seasonal color, texture and year round interest. This location should not be an exception.
 (Plan meets the new code meets the street tree density requirements; Caliper of PWR corridor street trees provided is per City Staff/Street Board. This reviewer recommends additional density to address the 0-3' horizon. The proposed scheme is Spartan, and not addressing the City of Mequon "Gateway Corridor" emphasis on layers of shrub/perennial/ornamental grass massing. Final recommendation per the decision of Planning Board/City Staff)

- **Parking Lot Interior Zone.** A) The layout/configuration of the 90° stalls has incorporated only 0-3' horizon plantings for internal Planting islands. These will do little to help break Heat-Island impacts to the site. B) The overall landscaping will just provide 30% shade over the parking lot. But, with the small caliper trees proposed a high percentage of trees will be adversely impacted <broken> by snow storage/stacking. Reviewer recommends Decid Trees to be 3.5" caliper < interior site, 4.0 caliper adjacent to PWR> (Densities just meets the new code requirements, proposed size does not.)
- **Parking Lot/Periphery Buffer:** The proposed Landscape Code requires 1 tree per 25 linear feet of hard surface adjacent to a ROW (not counting street trees). The combination of the proposed plantings and the existing peripheral vegetation, the proposed layout meets the buffer requirement at the east & north parking-lot/open space edge. This is supported by the proposed 6' wall surrounding the western & northern edge of the p-lot. A good screening application. I believe it may result in unintended snow management and loss of landscape materials due to snow stacking along the north & east periphery of the property. (The plan meets the new P-Lot Periphery code tree requirements.)
- **Property Line Buffer:** Per the proposed landscape code requirements. The Western edge has a 6' fence proposed and a light application of trees/mixed plantings. I would request Planning staff to clarify the size and the noise levels of the trash compactor unit. If it is an unsightly industrial application, I request the western PL planting density be readdressed. (Proposal meets the PL side yard buffer with the wall. I do not believe this will mitigate the potential visual and noise impacts from the refuse/recycle proposal.) Action by City Staff/Planning Board.
- **On-Lot Zone:** Required- 1 Tree & 2 shrubs per every 1000 SF of required open space. (Requirements met)
- **Foundation Plantings:** The Plan provides foundation planting density at the primary entrance and selectively throughout the proposal. (Proposal meets the intention of Foundation Planting requirements, although the provided treatment is very Spartan.)
- **Proposed Re/Detention Basins** The plan provides substantive information about the size/shape/limits of the detention basin. There is an existing basin, which currently is- "more function and less form" Both detention basins could do with some softening by providing additional perennial plantings, medium decid shrubs. See Turf commentary above for comments on the basin's ground cover requirements. (Proposal minimally meets the intention of Basin Planting requirements, but I recommend additional planting treatments to help fill all three plant horizons)
- **Trash Enclosure:** The Refuse/Recycle station; the plan fails to clearly describe what is taking place here. While there is a 6' height wall adjacent to the P-lot, the area between the proposed R&R center has little provision for plantings to help mitigate the visual massing or the potential for noise.

Hospital PWR - Landscape Review 2018.12.07-001
July 12, 2018
Page 5

- Lastly, the location seems to be an impediment to the turning radius of the traditional refuse truck; I'm unsure how the truck's large swing radius (either front or rear load) configuration will be supported. The lack of viable movement area will exacerbate the noise levels (due to multiple movements required to complete the loading/unloading alignment) (Proposal meets the proposed Trash Enclosure buffering code requirement, but I would ask for the western PL receive additional Conifer trees to mitigate the visual massing and the potential noise.)

❖ ***Additional Landscape Observations:***

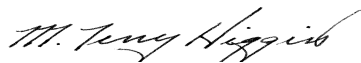
- This is a thoughtful landscape plan. The proposed plant palette will provide diversity and seasonal interest. I would ask the Planning Board/City Staff require the addition of increased perennial beds along Market Court and the north facing slope of the detention basin facing Mequon Road.
- The plan fails to address what finishes are being specified for the proposed wet/dry detention basins. Provide clear notes and, or add a plan sheet to address the finish appearance of the detention basin will be: Seeded/Sod/Plugs/armor plated/ rock covered....ect.
- The proposal is located on a major arterial collector. Per the City Development Plan landscape guidelines, the City has required a higher level of landscape treatments within these corridors to preserve/enhance property values and improve the aesthetic within these concentrated use corridors; these standards have been applied and enforced within Mequon for the last six years.

The plan is very close to meeting all of the City of Mequon's existing and the proposed landscape & buffering codes. There are several actions/decisions to be forwarded by P&Z and, or City Staff.

I hope planning staff and the commission finds the recommendations and information presented informative and useful.

This concludes the review of the PWR Hospital landscape submission.

Sincerely,



M. Terry Higgins, RLA.

Attachment: Packet (3381 : raSmith National for Mark and Lynn Leonard)

		2.b.a		
CONDITIONAL USE GRANT Articles of Agreement made and entered into this 23 day of July by and between _____ owners of the property located at _____ and the City of Mequon Planning Commission. Before the Planning Commission of the City of Mequon, Ozaukee County, Wisconsin, in regard to the premise located in Section ____, Range 22 East, in Township 9 North, Ozaukee County, State of Wisconsin, further described as follows: LEGAL DESCRIPTION Exhibit A-1 WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statues, provide that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinance; and Petition therefore having been made, and public hearing held thereon, and the Planning Commission of the <u>City of Mequon</u> having determined that by reason of the particular nature, character, and circumstances of the proposed use, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance. Now, therefore, IT IS GRANTED, subject to compliance with the terms and conditions hereinafter stated that the Premises may be used for the purpose of <u>Hospital</u>. GRANTED by action of the Planning Commission of the City of Mequon this 23 day of July 2018. Dan Abendroth, Mayor, Planning Commission Chairperson Acknowledgment: STATE OF WISCONSIN))SS OZAUKEE COUNTY) Personally came before me, this ____ day of _____, 2018, the above named Dan Abendroth, Mayor, to me known to be the person who executed the foregoing instrument and acknowledged the same. Notary Public, Ozaukee County, Wisconsin My Commission (expires) _____ Planning Commission Secretary Acknowledgment: STATE OF WISCONSIN))SS OZAUKEE COUNTY) Personally came before me, this ____ day of _____, 2018, the above named _____, Planning Commission Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same. Notary Public, Ozaukee County, Wisconsin My Commission (expires) _____ RETURN TO: City of Mequon 11333 North Cedarburg Road 60W Mequon, WI 53092 PARCEL NO.: _____ Attachment: Packet (3381 : raSmith National for Mark and Lynn Leonard) <tr><td colspan="2"></td><td>Packet Pg. 92</td></tr>				Packet Pg. 92
		Packet Pg. 92		

The **CONDITIONS** of this Grant are:

1. This grant shall become effective upon the execution and recording by the owners and operators of the Premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
 2. This grant shall expire and become void unless, pursuant to the building and zoning codes of the City, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of Planning Commission approval noted above, or actual construction is commenced within twelve (12) months of the date on which the building permit was issued.
 3. This grant is subject to amendment and termination in accordance with the provisions of the Zoning Code of this municipality.
 4. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant, and annexed hereto.
 5. Any of the conditions of this Grant which would normally be the responsibility of tenants of the Premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.
 6. This grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.
 7. The Grantee and its successors in interest shall hold the City of Mequon harmless from any claims or losses to the City or its residents including reasonable attorney fees arising from or related to use of the facilities.
 8. Any change to the approved use or change to the building or site plan will require an amendment to the Conditional Use. Minor changes to the building and site plan shall be approved by the Department of Community Development.
 9. **Conditions on the Operations:**
 - a. Hours of operation: 24 hours
 - b. Performance standards relating to parking, noise, vibration, odor, smoke, dust, and light: As per City ordinance and as further designated under letter (e.) below.
 - c. Water supply requirements:
City Water
 - d. Provisions for sewage disposal:
City Sewer
 - e. Other:
 - If the conditional use shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or if material problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten health or safety or to become a nuisance condition, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, or in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
 - If, despite efforts to prescribe conditions which render the conditional use harmonious in the surrounding neighborhood, problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten the peace and enjoyment of neighboring properties, or shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or shall threaten health or safety, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, and in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
1. Common Council approval of the rezoning.
 2. The site plan shall be updated to meet the front building setback and the side yard parking offset.
 3. Staff review and approval of final dumpster enclosure and retaining wall plans.
 4. The landscaping plan shall be updated to address the following:
 - All deciduous trees shall have a 3" caliper
 - All evergreen trees shall be a minimum of 7' in height
 - Provide a screening detail of the trash /refuse enclosure
 5. Staff review and approval of site, elevation, lighting and landscaping plans.
 6. The generator shall not exceed 65 dBA when measured at the property line.
 7. Weekly testing of the generator shall only occur on weekdays between the hours of 10:00 AM and 2:00 PM.

- 8. A landscaping escrow equal to 125% of the improvement costs for installation of landscaping by a licensed contractor and an escrow equal to 25% of the landscape contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the applicant.
- 9. All ground-level and roof top mechanical equipment shall be well screened from public view.
- 10. Staff review and approval of the CSM.
- 11. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).
- 12. Approval of the driveway access location by Ozaukee County.
- 13. Applicant shall provide the wetland delineation report. The wetland boundary and applicable setbacks shall be included on the face of the CSM.
- 14. Applicant shall provide wetland fill approval from the WDNR.
- 15. Engineering Division review and approval of grading, drainage, sanitary sewer, watermain, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
- 16. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
- 17. Application for and approval of a City Filling and Excavation Permit.
- 18. Connection to public water and sanitary sewer.
- 19. Extension of the public watermain and execution of the associated Water Service Transfer Agreement, in accordance with the terms listed in the report.
- 20. Approval of a storm water management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
- 21. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

10. **Conditions of the structures:**

- a. Site Plan: As per attached Exhibit A
- b. Landscaping Plan: As per attached Exhibit B.
- c. Elevations: As per attached Exhibit C.
- d. Sign: As on file with Community Development Department, City of Mequon
- e. Floor Plan: As on file with Community Development Department, City of Mequon
- f. Exterior lighting of the site and building: As per Exhibit A
- g. Fence / Wall / Dumpster plan details: As per Exhibit A
- h. The building shall comply with the building code.

11. **Conditions on the site:**

- a. Street access (number, location, design): As per attached Exhibit A
- b. Off-Street Parking (location and design including screening thereof): As per attached Exhibit A.
- c. Outside storage of materials, products or refuse (location and screening thereof): As per attached Exhibit A
- d. Parking, exterior lighting of the site, location design and power:
Any changes subject to Planning Commission approval.
- e. Other:

Owner

Acknowledgment:

STATE OF WISCONSIN)
OZAUKEE COUNTY)SS

Personally came before me, this ____ day of _____, 2018, the above named _____, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin

Receipt of a true Copy of this instrument on behalf of the petitioner acknowledged the _____ day of _____, 2018

DRAFTED BY:

City of Mequon
11333N Cedarburg Road
Mequon, WI 53092
Phone: (262) 236-2904

Attachment: Packet (3381 : raSmith National for Mark and Lynn Leonard)



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: July 23, 2018
SUBJECT: Gary Mueller. The applicant is seeking certified survey map approval for a 2 lot land division for the property located at 11711 N. Church Place.

Applicant:	Gary Mueller
Status of Applicant:	Owner
Requested:	Final Land Division Approval
Existing Use:	Residential
Existing Zoning:	R-1 Rural Residential (5 Acres) OA Agricultural Overlay C-2 General Conservancy FW Floodway
Lot size:	10.45 acres
Location:	11711 N. Church Place
Tax Key:	#14-019-04-011.00
District:	#3

Background: The applicant is requesting approval for a two-lot division of property located at 11711 N Church Place. The land division would create two lots; Lot 1 contains an existing single-family dwelling and is 5 acres and Lot 2 is 5.445 acres.

Zoning District Standards and Site Conditions:

The proposed certified survey map is consistent with the current zoning designation of R-1, requiring a five (5) acre minimum lot size and 300 minimum average lot width and depth.

Site Conditions:

The site contains a single-family home which will be included on Lot 1. An easement on Lot 1 will allow access to Lot 2. Access to both of the lots will be gained off Church Place. As a condition of approval, staff will require a shared access agreement to be reviewed and approved by the City Attorney prior to recording of the CSM. There is an existing shed on Lot 2 that encroaches on the property to the east and does not meet offset requirements. As a condition of approval, the non-conforming shed shall be removed.

Other Technical Corrections:

Planning staff understands Engineering will provide a full technical review of the CSM.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comments:

Wetlands appear to be present on site. A wetland delineation report with concurrence by the Wisconsin Department of Natural Resources is required. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are potentially present.

There is a distribution easement that is located on the property that shall be shown on the CSM. (Document 364034-1A)

Staff Recommendation:

Planning staff recommends **approval** of the land division subject to the following conditions:

1. The applicant shall make any technical corrections to the final CSM.
2. Compliance with the Tree Preservation Ordinance.
3. Final staff review and approval of CSM.
4. Inclusion of all existing and proposed easements on the CSM.
5. Review and approval by City Attorney and recording of shared access agreement dedication between properties prior to the recording of the CSM.
6. Removal of non-conforming shed on Lot 2.
7. Applicant shall provide the wetland delineation report and add the wetland boundary to the face of the CSM, including applicable setbacks.
8. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).

Attachments:

Packet (PDF)

Gary Mueller

AC	Arrival Corridor
A-1	Agricultural Preserve
A-2	General Agricultural
B-1	Neighborhood Business
B-2	Community Business
B-3	Office & Service Business
B-4	Business Park
B-5	Light Industrial
B-6	Rural Industrial
B-7	Rural Business
C-1	Shoreland/Wetland Conservancy
C-2	General Conservancy
CGO	Central Growth Overlay
FFO	Flood Fringe Overlay
FW	Floodway
IPS	Institutional & Public Service

LTD	Limited Use
OA	Agricultural Overlay
PUD	Planned Unit Development Overlay
P-1	Park & Recreation
R-1	Single-Family Residential (5 Ac. Min.)
R-1B	Single-Family Residential (2.5 Ac. Min.)
R-2	Single-Family Residential (2.0 Ac. Min.)
R-2B	Single-Family Residential (1.5 Ac. Min.)
R-3	Single-Family Residential (1.0 Ac. Min.)
R-4	Single-Family Residential (3/4 Ac. Min.)
R-5	Single-Family Residential (1/2 Ac. Min.)
R-6	Single-Family Residential (4 du/Ac)
RM	Multi-Family Residential
TC	Town Center
TDR	Transfer of Development Rights

3.a.a

C-1/FW/OA

IPS

Church Pl

C-2/FW/OA

R-1/OA

R-3

R-2B

R-2

R-1B

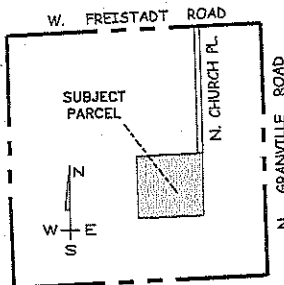
R-1

Attachment: Packet (3382 : Gary Mueller)

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2689, RECORDED AS DOCUMENT NO. 525312 IN VOLUME 19, PAGE 218 IN THE OZAUKEE COUNTY REGISTER OF DEEDS ON AUGUST 12, 1994; BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

THE NE 1/4 OF
SECTION 19-9-21

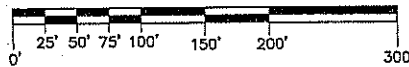


VICINITY MAP
1" = 2000'

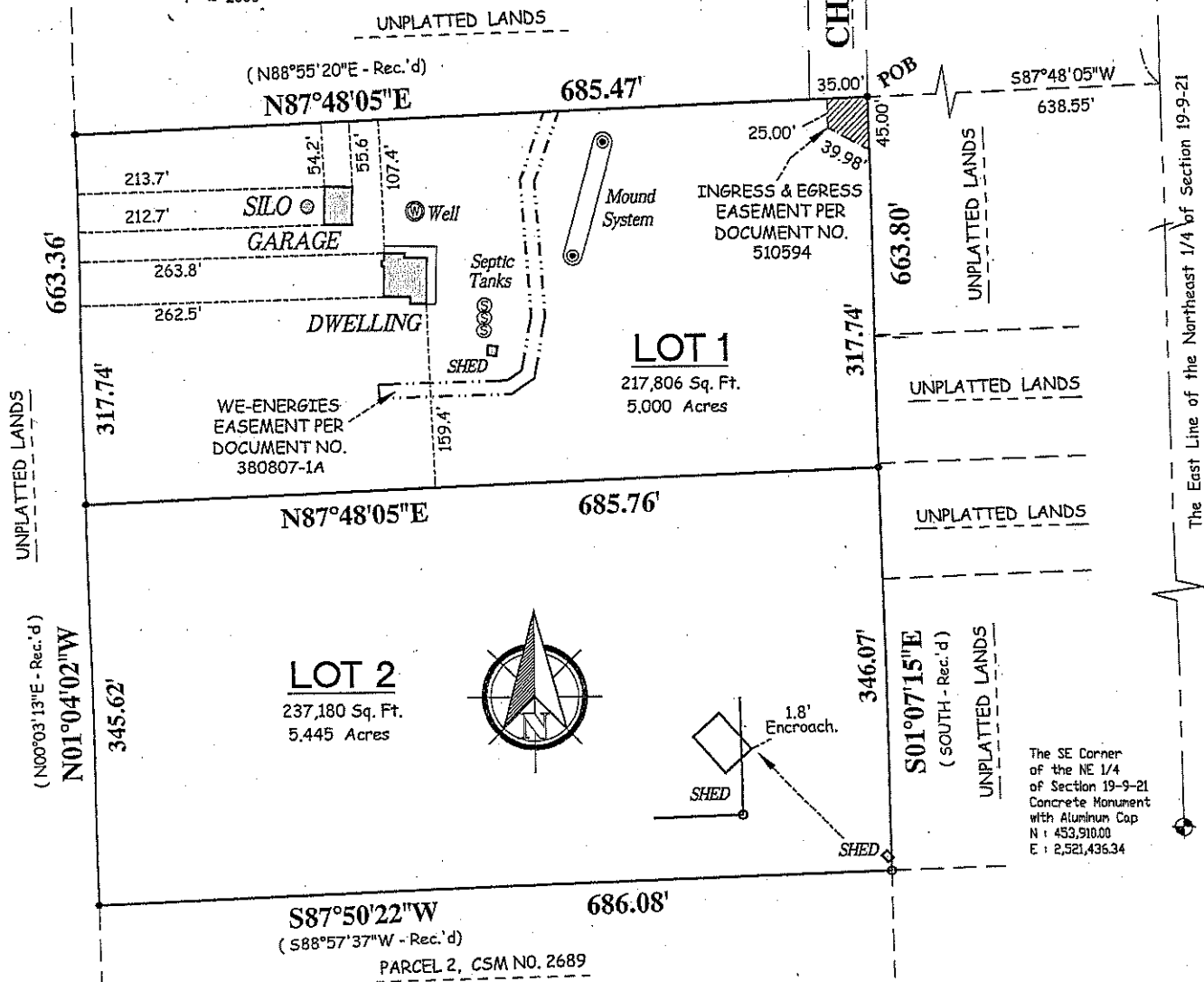
PREPARED FOR :

GARY R. MUELLER
DEBORAH J. MUELLER
11711 N. CHURCH PLACE
MEQUON, WI 53097

GRAPHIC SCALE
1" = 150'

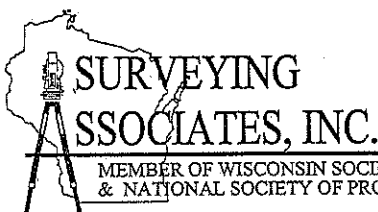


The NE Corner
of the NE 1/4
of Section 19-9-21
Concrete Monument
with Aluminum Cap
N : 456,558.85
E : 2,521,384.52



- - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING 1.13 LBS. PER LINEAL FOOT.
- - DENOTES FOUND 1" IRON PIPE

ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 19-9-21, WHICH IS ASSUMED TO BEAR S 01°07'15" E, WI. STATE PLANE COORDINATE SYSTEM SOUTH ZONE PER DEC. 2015 C.S.S.D.



MEMBER OF WISCONSIN SOCIETY OF LAND SURVEYORS
& NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

2554 N. 100TH STREET
P.O. BOX 26596
WAUWATOSA, WISCONSIN 53226
(414) 257-2212 FAX: (414) 257-2443
sai@wi.rr.com

MARC C. PASSARELLI P.L.S. # 2817

INSTRUMENT DRAFTED BY : MARC C. PASSARELLI

DATE : 04/23/2018

JOB NO. 35228CSM

SHEET 1 OF 4

Attachment: Packet (3382 : Gary Mueller)

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2689, RECORDED AS DOCUMENT NO. 525312 IN VOLUME 19, PAGE 218 IN THE OZAUKEE COUNTY REGISTER OF DEEDS ON AUGUST 12, 1994, BEING A PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 19, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, Marc C. Passarelli, a registered land surveyor do hereby certify:

That I have surveyed, divided and mapped Parcel 1 of Certified Survey Map No. 2689, recorded as Document No. 525312 in Volume 19, Page 218 in the Ozaukee County Register of Deeds on August 12, 1994, being a part of the Southeast ¼ of the Northeast ¼ of Section 19, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows: Commencing at the Northeast corner of the Northeast ¼ of Section 9; thence South 01° 07' 15" East along the East line of the Northeast ¼, 1324.79 feet; thence South 87° 48' 05" West, 638.55 feet to the point of beginning of the lands to be described; thence South 01° 07' 15" East, 663.80 feet; thence South 87° 50' 22" West, 686.08 feet; thence North 01° 04' 02" West, 663.26 feet; thence North 87° 48' 05" East, 685.47 feet to the point of beginning.

I further certify that I have made such survey, land division and map by the order and direction of Gary R. Mueller, II and Deborah J. Mueller, owners of said lands;

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

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the City of Mequon Land Ordinance in surveying, dividing and mapping the same.

Dated: April 23, 2018

Marc C. Passarelli
Wisconsin Registered Land Surveyor S-2817

Attachment: Packet (3382 : Gary Mueller)

CERTIFIED SURVEY MAP NO. _____

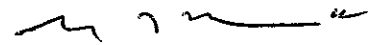
BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2689, RECORDED AS DOCUMENT NO. 525312 IN VOLUME 19, PAGE 218 IN THE OZAUKEE COUNTY REGISTER OF DEEDS ON AUGUST 12, 1994, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

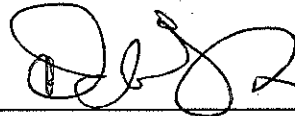
As owners, Gary R. Mueller II and Deborah J. Mueller, have hereby certified that they caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the Mequon Land Ordinance.

Gary R. Mueller II and Deborah J. Mueller also certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Muskego.

In Witness whereof Gary R. Mueller II and Deborah J. Mueller, at Mequon, Wisconsin, on this 16 day of May, 2018.



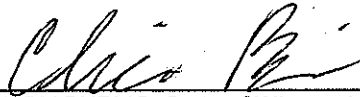
Gary R. Mueller II, Owner



Deborah J. Mueller, Owner

STATE OF WISCONSIN)
WAUKESHA COUNTY)SS

Personally came before me this 16 day of May, 2018, the above named Gary R. Mueller II and Deborah J. Mueller, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



NOTARY PUBLIC, State of Wisconsin

My Commission Expires 10/16/2020

CONSENT OF MORTGAGEE:

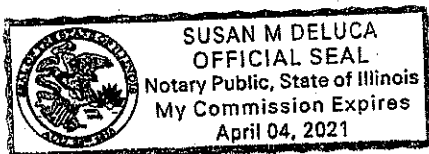
BMO Harris Bank, duly organized and existing under and by virtue of the laws of the United States, mortgagor of the above described land, hereby consent to the surveying, dividing, dedicating and mapping of the land described in the foregoing affidavit of Marc C. Passarelli, surveyor and does hereby consent to the above certificate of Brent T. Morrison, owner.

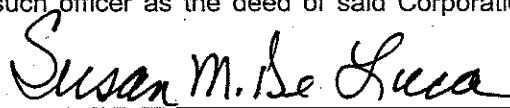
In Witness Whereof, BMO Harris Bank, has caused these presents to be signed by Carla M. Johnson-Dumont its Vice President at Bmo Harris Bank N.A. this 8 day of May, 2018.


BMO Harris Bank

ILLINOIS
STATE OF WISCONSIN)
Cook COUNTY)SS

Personally came before me this 8 day of May, 2018, the above named Carla Johnson-Dumont, of the above named BMO Harris Bank, 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.





Notary Public, State of Wisconsin, ILLINOIS

My Commission expires April 4, 2021

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2689, RECORDED AS DOCUMENT NO. 525312 IN VOLUME 19, PAGE 218 IN THE OZAUKEE COUNTY REGISTER OF DEEDS ON AUGUST 12, 1994, BEING A PART OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 19, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CITY OF MEQUON PLAN COMMISSION APPROVAL:

This land division is hereby APPROVED by the City of Mequon Plan Commission on this _____ day of _____, 2015.

Dan Abendroth, Chairperson & Mayor

Kim Tollefson, Planning Secretary

THIS INSTRUMENT DRAFTED BY: Marc C. Passerilli Date: 04/23/2018 35228CSM SHEET 3 OF 4

COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. _____, adopted by the Common Council of Mequon on _____ day of _____, 2015.

Caroline Fochs, City Clerk

Dan Abendroth, Mayor

Attachment: Packet (3382 : Gary Mueller)

SOIL EVALUATION REPORT

In accordance with SPS 385, Wis. Adm. Code

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m)).

Property Owner Gary Mueller				Property Location Govt. Lot SE ¼ SE ¼ S 19 T 9 N R 21 E (or) W			
Property Owner's Mailing Address 11711n. Church Place				Lot #	Block #	Subd. Name or CSM#	
City Mequon	State wi	Zip Code 53097	Phone Number ()	☒ City Mquon	☐ Village	☐ Town	Nearest Road N. Church Place

☒ New Construction Use: ☐ Residential / Number of bedrooms TBD Code derived design flow rate _____ GPD
☐ Replacement ☐ Public or commercial – Describe: _____
Parent material Silt Loam Flood Plan elevation if applicable NA ft.

General comments and recommendations: A mound type system will work for this parcel. A number of locations are suitable and will be determined when house location is decided upon.

1

Boring #

☐ Boring
☒ Pit

Ground surface elev. 97.10 ft.

Depth to limiting factor 24 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft²	
									*Eff#1	*Eff#2
1	0-9	10yr3/3	-	SiL	2fsbk	Mvfr	Aw	2f-vf	0.5	0.8
2	9-24	10yr4/4	-	CL	2fabk	mfr	cw	1vf	0.4	0.6
3	24-37	10yr5/4	c2d 7.5yr5/8	GrCL	1fabk/0m	mfr	-	-	0	0.2

2

Boring #

☐ Boring
☒ Pit

Ground surface elev. 94.20 ft.

Depth to limiting factor 24 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft²	
									*Eff#1	*Eff#2
1	0-10	10yr3/3	-	SiL	2fsbk	mvfr	aw	2f-vf	0.5	0.8
2	10-24	10yr4/4	-	GrSCL	2fabk	mfr	cw	1vf	0.4	0.6
3	24-44	10yr5/4	c2d 7.5yr5/8	GrSiL	1fabk/0m	mvfr	-	-	0	0.2

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

CST Name (Please Print) Robert Hilgart	Signature 	CST Number 226165
Address 1004 Washington ST Grafton WI 53024	Date Evaluation Conducted 3/3/18	Telephone Number 262-375-3892

SBD-8330 (R04/15)

Attachment: Packet (3382 : Gary Mueller)

3

Boring #

☐ Boring
☒ Pit

Ground surface elev. 89.48 ft.

Depth to limiting factor 25 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft²	
									*Eff#1	*Eff#2
1	0-12	10yr3/3	-	SiL	2fsbk	mvfr	aw	2f-vf	0.5	0.8
2	12-25	10yr4/4	-	GrSCL	2fabk	mfr	cw	1vf	0.4	0.6
3	25-48	10yr5/4	c2d 7.5yr5/8	GrSiL	1fabk/0m	mfr	-	-	0	0.2

4

Boring #

☐ Boring
☒ Pit

Ground surface elev. 96.73 ft.

Depth to limiting factor 22 in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft²	
									*Eff#1	*Eff#2
1	0-10	10yr3/3	-	SiL	2fsbk	mvfr	aw	2f-vf	0.5	0.8
2	10-22	10yr4/4	-	SiCL	2fabk	mfr	cw	1vf	0.4	0.6
3	22-36	10yr5/4	c2d 7.5yr5/8	SiL	1fabk/0m	mfr	-	-	0	0.2

Boring #

☐ Boring
☐ Pit

Ground surface elev. _____ ft.

Depth to limiting factor _____ in.

Horizon	Depth In.	Dominant Color Munsell	Redox Description Qu. Az. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate	
									GPD/Ft²	
									*Eff#1	*Eff#2

* Effluent #1 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L * Effluent #2 = BOD, > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

Legal Description:

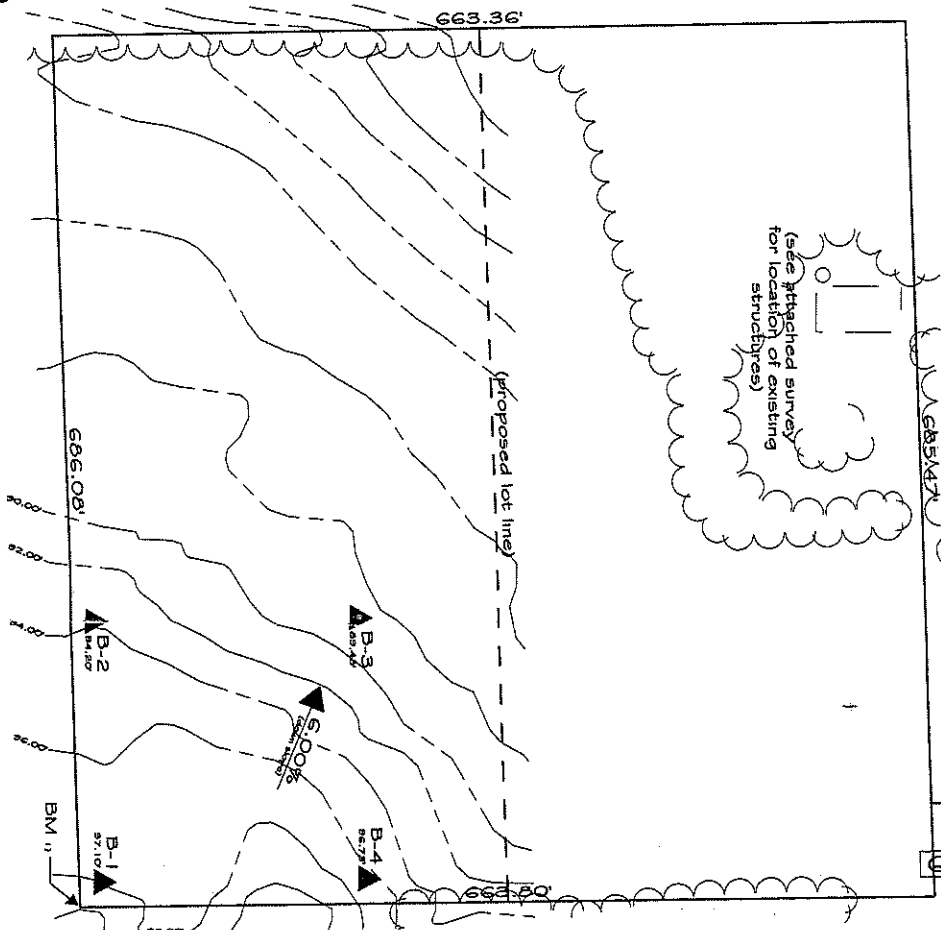
SE¹/₄, SE¹/₄, Section 19, T09N-R21E,
City of Mequon, Ozaukee County, WI

Parcel # 14-019-04-011.00

Site Address:

11711 N Church Place
Mequon, WI 53097

Notes:
1) BM = 100.00 (top of iron pipe).



PLOT PLAN - SOIL TEST

SITE PLAN

SCALE 1" = 150'-0"

NORTH



HILGART

Wm. & Sons, Inc

excavating &
septic system
contractor

1004 WASHINGTON STREET
GRAFTON, WISCONSIN 53012

(262) 375-3892
fax : (262) 375-4521

SOIL TEST PLOT
GARY MUELLER
PROPERTY
MEQUON, WISCONSIN

03.03.2018

date

Mueller

project name

3 of 3

page number



TO: Planning Commission
FROM: BRIDGET HENK, ASSISTANT CITY ENGINEER
DATE: July 23, 2018
SUBJECT: St. Francis Borgia Church. The applicant is seeking fill permit to allow for 8,900 C.Y. to fill in a low area of the cemetery for the property located at 7963 Pioneer Road.

Applicant:	Brian Willbrandt
Status of Applicant:	SFB Cemetery Coordinator
Requested:	Minor Request for Fill Permit
Existing Use:	Cemetery
Existing Zoning:	IPS (Institutional)
Lot size:	12.531
Location:	7963 Pioneer Road
Tax Key:	#14-004-01-006.00
District:	#1

Background:

The applicant requests Planning Commission approval of a minor request to fill in excess of 1,000 cubic yards to haul in and deposit fill material within an existing cemetery property. A grading plan was submitted with the application. The applicant notes filling a depressional area as the reason fill is needed.

The application requests 8,900 cubic yards of additional fill will be hauled in for this project. Approximately 1,000 cubic yards has already been placed prior to the application and issuance of a filling permit. This brings the total amount of fill to 9,900 cubic yards. The applicant plans to phase the filling process over the course of 5 years.

Engineering Report:

The St. Francis Borgia Cemetery site generally drains to the southeast corner of the site through a central drainage channel. The fill is proposed to be placed in the center drainage swale to allow for more useable cemetery space. The fill is proposed to be graded to maintain the existing drainage pattern with the ultimate discharge to the southeast.

Wetlands do not appear to be present on site. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are not present.

The site proposes land disturbance in excess of one acre, therefore a City erosion control permit is required. Evidence of the WDNR required WRAPP permit shall also be provided for the site.

The typical duration of a fill permit is 1 year, however, for this site the duration of the filling activities have the potential to be longer. The applicant is requesting a permit period of 5 years. The City will perform quarterly inspections of the property to verify that the requirements of the

fill permit are being met. The inspections will be billed to the property owner at the planning commission review rate.

Staff Recommendation:

Staff is recommending approval of up to 8,900 cubic yards of additional fill.

If the Planning Commission approves the minor request, the approval conditions would be based upon the following:

1. Submittal of a \$5,000.00 road bond. Staff will inspect the haul route(s) prior to and after the filling project and any road repairs staff suspects resulted from the fill transport trucks will be repaired as a condition of the fill permit. Release of the road bond is subject to City's standard Surface Condition Ratings (SCR) evaluation.
2. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
3. Permittee must notify the Engineering Division before starting any land disturbing activity and again not more than five calendar days after project completion.
4. Permittee must notify the Engineering Division when land disturbing activities will cease for more than five calendar days and at least five calendar days prior to work resuming.
5. Work must be complete on or before a date specified by the City. Requests for extensions must be made in writing.
6. Quarterly inspections by the City to confirm permit compliance billed at the planning commission review rate.
7. Permittee shall keep a copy of the permit on site at all times.
8. The City or the Wisconsin Department of Natural Resources (WDNR) may revoke the permit for non-compliance.
9. The City Engineer reserves the right to stop work, amend or alter construction measures.

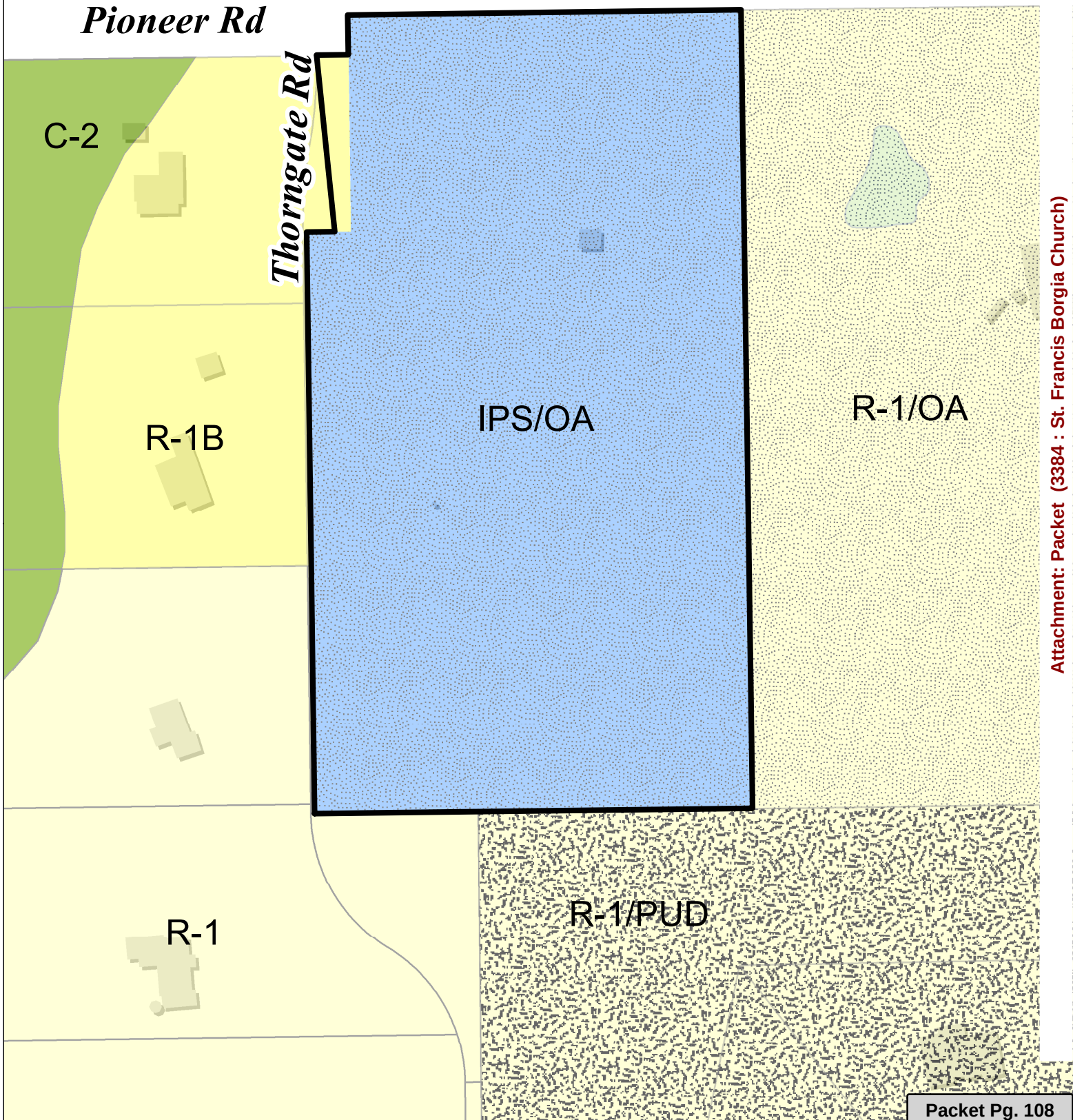
Attachments:
Packet (PDF)

St. Francis Borgia Church

AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

LTD Limited Use
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2.0 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1.0 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 du/Ac)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

3.b.a



Attachment: Packet (3384 : St. Francis Borgia Church)



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092
(262) 242-3100

3.b.a

Permit No. _____
Date Filed _____
Exp. Date _____
Fees Paid _____

Engineering Department
Permit Application for Filling, Spoil Removal, Pond & Berm Construction or Grading
PLEASE PRINT CLEARLY

AGENT / CONTACT NAME: Brian Willbourn PHONE #: 414-687-8601
PROPERTY OWNER NAME: St. Francis Borgia Parish PHONE #: 262-377-1070
AGENT OR OWNER CONTACT ADDRESS: 1375 covered bridge Rd. - Cedarburg

LOCATION OR ADDRESS OF WORK SITE: 7963 Pioneer Rd.

Or: DESCRIPTION _____ 1/4 SECTION _____ T9N, R _____ E

TAX KEY NO. _____

SUBDIVISION _____ LOT _____ BLOCK _____

ESTIMATED DATE OF COMPLETION: 7-23-2023

REASON FOR FILL/REMOVAL/EXCAVATION Fill in a depression in contours

Name of contact other than applicant: _____ PHONE #: _____

FEE COMPUTATION

TOTAL CUBIC YARDS TO BE DEPOSITED/REMOVED/EXCAVATED _____ C.Y.

(Over 1000 cubic yards requires Planning Commission approval)
(Berms greater than 4 1/2' in height requires Planning Commission approval)
(Separate application to the next available Planning Commission meeting is necessary)

\$60.00 - 0 - 250 C.Y.

\$120.00 - 250 C.Y. - 1,000 C.Y.

\$240.00 - 1,001 C.Y. - 5,000 C.Y. 8,900 cu yds.

~~\$360.00 - 5,001 C.Y. - 10,000 C.Y.~~ No fee - PC Application

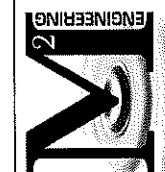
\$480.00 - OVER 10,001 C.Y.

SIGNED: Brian Willbourn
OWNER / AGENT

DATE: 6-18-18

ADDRESS 1918 Coral Lane

CITY Cedarburg STATE WI ZIP 53012



ST FRANCIS BORGIA CEMETERY

PIONEER ROAD, CITY OF MEQUON

EXISTING SURFACE MAP

DRAWN BY:	JES
DATE:	06/15/2018
CHECKED BY:	MH
HORIZ. SCALE:	1:40
VERT. SCALE:	
PROJECT NO.	XX-XX-XXX

REVISIONS

DATE: REVISED B

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[illegible]

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[illegible]

SHEET

1 2

1 OF 2

Booklet No. 14

Packet Pg. 11

Page 10 of 10



NOTES:

1. AREA OF FILL (EXISTING IS ~52,715 SQUARE FEET
2. SURFACE MODEL DATA CURRENT AS OF JUNE 14, 2018

LEGEND:

-  EXISTING ASPHALT DRIVE
  EXISTING GRAVEL
-  EXISTING TREELINE
  EXISTING FILL AREA
-  xxx EXISTING CONTOURS
  EXISTING TREE
-  EXISTING AREA OF FILL



- NOTES:
1. PROPOSED FILL AREA: 62,900 SQUARE FEET
 2. PROPOSED FILL (APPROX): 8,900 CUBIC YARD
 3. FILL VOLUME ESTIMATED BASED ON FUTURE GRADE OF 827.5±.
 4. FILL EXTENTS ON THIS SHEET ARE FOR ULTIMATE CONDITION. FILLING ACTIVITIES ON THE SITE VARY IN SCHEDULE AND QUANTITY.

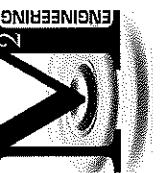
LEGEND:

- | | |
|------------------------|--------------------|
| EXISTING ASPHALT DRIVE | EXISTING GRAVEL |
| EXISTING TREELINE | EXISTING FILL AREA |
| EXISTING CONTOURS | EXISTING TREE |
| EXISTING AREA OF FILL | |

ST FRANCIS BORGIA CEMETERY

PIONEER ROAD, CITY OF MEQUON

DETAIL OF FILL AREA



M Squared Engineering, LLC

...where engineering solutions meet water quality...

W62 N215 Washington Avenue
Cedarburg, WI 53012

Phone: (262)375-4246 www.m-squaredengineering.com

Attachment: Packet (3384 : St. Francis Borgia Church)

3.b.a

DRAWN BY: JE
DATE: 08/15/2018
CHECKED BY: M
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

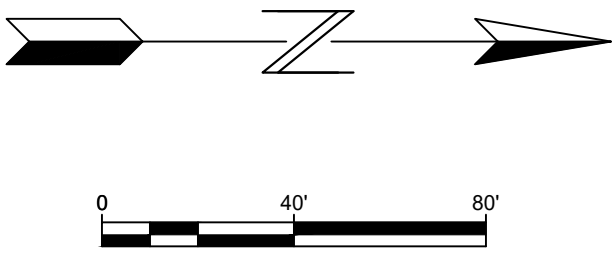
REVISIONS

DATE	REVISED

SHEET

22

Packet Pg. 111



- NOTES:
1. AREA OF FILL (EXISTING IS ~52,715 SQUARE FEET
 2. SURFACE MODEL DATA CURRENT AS OF JUNE 14, 2018

- LEGEND:
- | | | | |
|--|------------------------|--|--------------------|
| | EXISTING ASPHALT DRIVE | | EXISTING GRAVEL |
| | EXISTING TREELINE | | EXISTING FILL AREA |
| | EXISTING CONTOURS | | EXISTING TREE |
| | EXISTING AREA OF FILL | | |

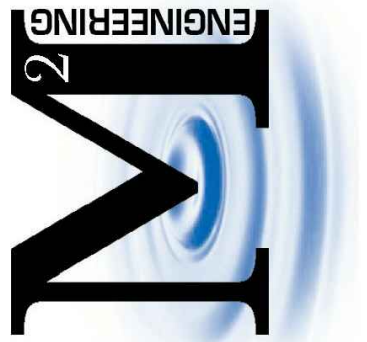
ST FRANCIS BORGIA CEMETERY
PIONEER ROAD, CITY OF MEQUON
EXISTING SURFACE MAP

DRAWN BY: JES
DATE: 06/15/2018
CHECKED BY: MH
HORIZ. SCALE: 1:40
VERT. SCALE:
PROJECT NO. XX-XX-XXX

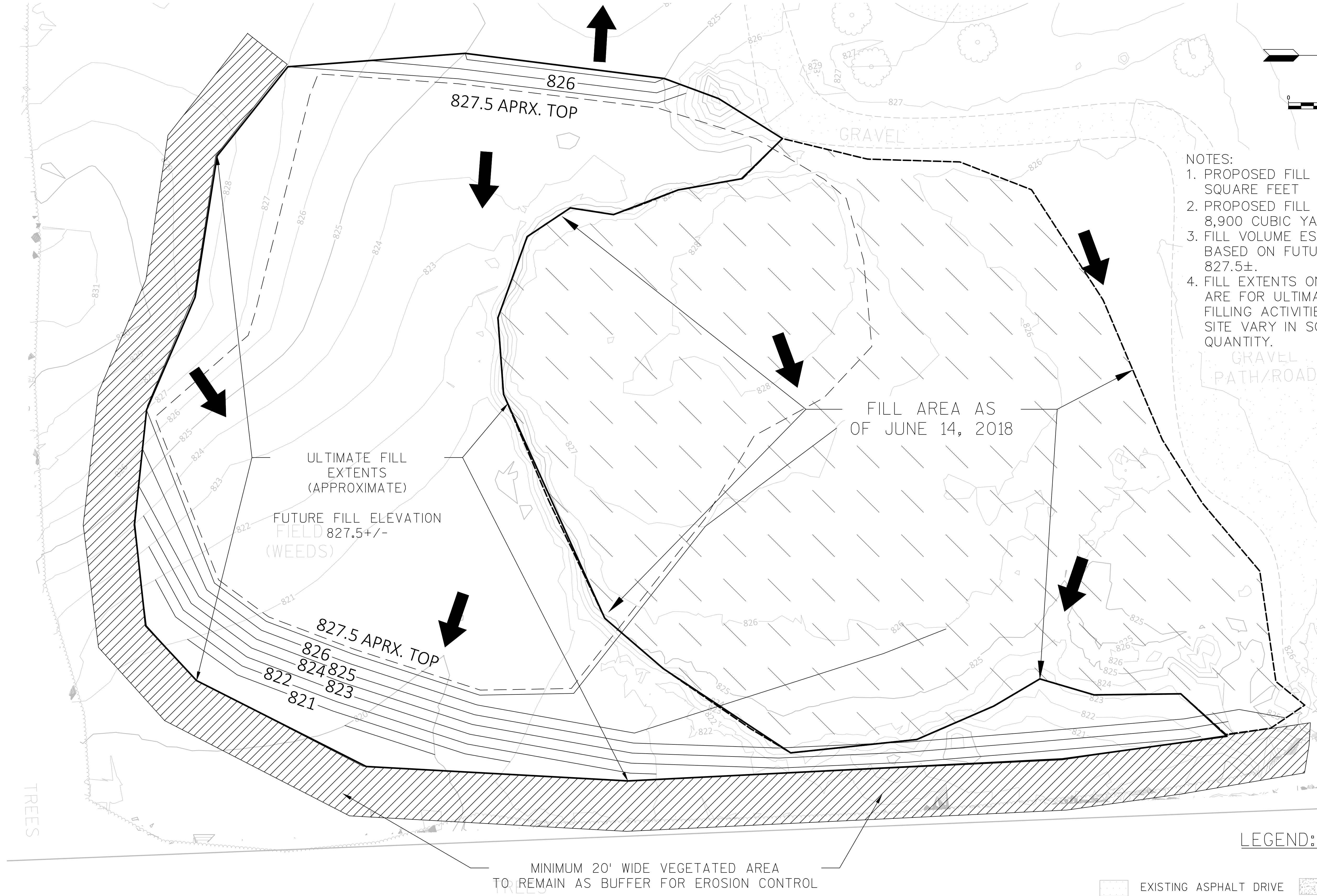
REVISIONS	
DATE:	REVISED BY:

SHEET
1 OF 2

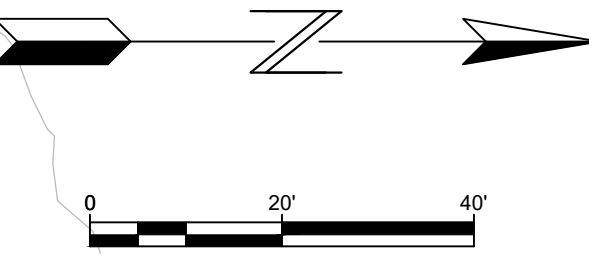
M Squared Engineering, LLC
...where engineering solutions meet water quality...
W62 N215 Washington Avenue
Cedarburg, WI 53012
Phone: (262)376-4246 www.msquaredengineering.com Fax: (262)375-2274



F:\PROJECTS\ST. FRANCIS BORGIA FILL PERMIT\CAD\2018.06.15 PLANS.DWG DATE OF PLOT: 6/18/2018 12:42 PM
COPYRIGHT 2010 M SQUARED ENGINEERING, LLC ALL RIGHTS RESERVED



- NOTES:
1. PROPOSED FILL AREA: 62,900 SQUARE FEET
 2. PROPOSED FILL (APPROX): 8,900 CUBIC YARD
 3. FILL VOLUME ESTIMATED BASED ON FUTURE GRADE OF 827.5±.
 4. FILL EXTENTS ON THIS SHEET ARE FOR ULTIMATE CONDITION. FILLING ACTIVITIES ON THE SITE VARY IN SCHEDULE AND QUANTITY.



- LEGEND:
- [Hatched Box] EXISTING ASPHALT DRIVE
 - [Dotted Box] EXISTING GRAVEL
 - [Wavy Line] EXISTING TREELINE
 - [Thin Line] EXISTING CONTOURS
 - [Thick Line] PROPOSED CONTOURS
 - [Diagonal Lines Box] EXISTING AREA OF FILL
 - [Dashed Line] EXISTING FILL AREA
 - [Circle with Cross] EXISTING TREE
 - [Arrow] DRAINAGE DIRECTION

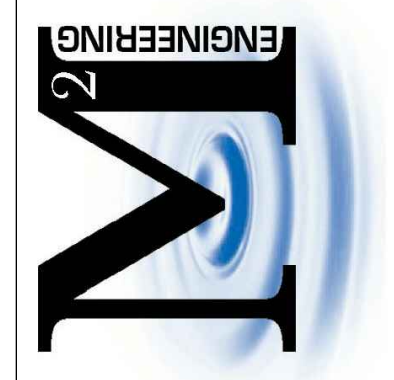
ST FRANCIS BORGIA CEMETERY
PIONEER ROAD, CITY OF MEQUON
DETAIL OF FILL AREA

DRAWN BY: JES
DATE: 06/15/2018
CHECKED BY: MH
HORIZ. SCALE: 1:40
VERT. SCALE:
PROJECT NO. XX-XX-XXX

REVISIONS	
DATE:	REVISED BY:

SHEET
2 OF 2

M Squared Engineering, LLC
...where engineering solutions meet water quality...
W62 N215 Washington Avenue
Cedarburg, WI 53012
Phone: (262)376-4246 www.msquaredengineering.com Fax: (262)375-2274





11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: BRIDGET HENK, ASSISTANT CITY ENGINEER
DATE: July 23, 2018
SUBJECT: John and Susan Bieberitz. The applicant is seeking fill permit to allow for 2,450 C.Y. of fill for construction of a new single family residence for the property located at 13822 N. Hawks Landing.

Applicant	John and Susan Bieberitz
Status of Applicant:	Owner
Requested:	Minor request for Fill Permit
Existing Use:	Subdivision Lot
Existing Zoning:	R-1 PUD
Land Use Plan:	Residential 5-acre
Lot size:	[INSERT]
Location:	13822 N. Hawks Landing
Tax Key:	#14-161-00-021.00
District:	#1

Background:

The applicant requests Planning Commission approval of a minor request to fill in excess of 1,000 cubic yards to haul in and deposit fill material for the construction of a single family residence. A grading plan was submitted with the application. The application requests 2,450 cubic yards of fill will be hauled in for this project.

Engineering Report:

The fill is proposed to be placed to allow for the single family home construction. The master grading plan for Hawks Landing included a finished Floor Elevation for the lot, but did not indicate a specific lot grading plan. The proposed grading plan is in general conformance with the master grading plan; however the applicant is raising the finished floor elevation 0.63-feet and creating an exposure at the rear of the lot. The applicant has received letters of support for these deviations from the adjacent properties and the Home Owners Association.

The site drains along the east and west property lines in the current condition. The placement of the proposed fill maintains the existing drainage pattern.

Wetlands do not appear to be present on site. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are not present.

Staff Recommendation:

Staff is recommending approval of up to 2,450 cubic yards of fill.

If the Planning Commission approves the minor request, the approval conditions would be based upon the following:

1. Permittee must notify the Engineering Division before starting any land disturbing activity and again not more than five days after project completion.
2. Work must be complete on or before a date specified by the City. Requests for extensions must be made in writing.
3. Permittee shall keep a copy of the permit on site at all times.
4. The City or the Wisconsin Department of Natural Resources (WDNR) may revoke the permit for non-compliance.
5. The City Engineer reserves the right to stop work, amend or alter construction measures.

Attachments:

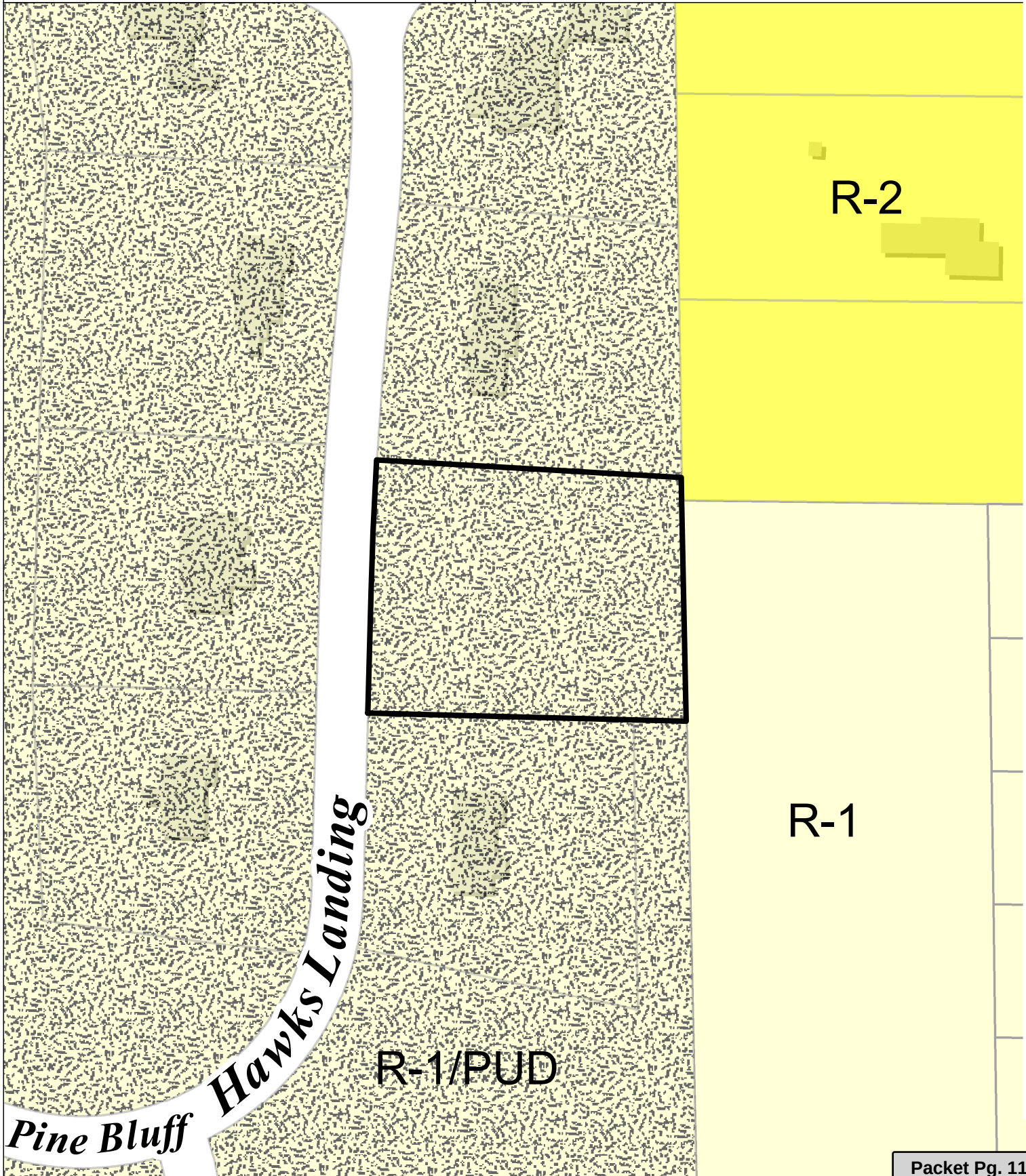
Packet (PDF)

John and Susan Bieberitz

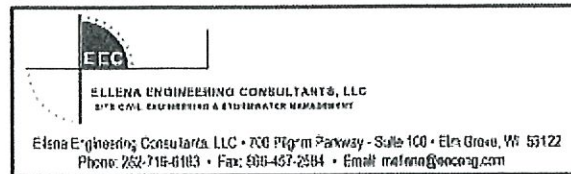
AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

LTD Limited Use
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2.0 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1.0 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 du/Ac)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

3.c.a



Attachment: Packet (3385 : John and Susan Bieberitz)



June 29, 2018

Christopher W. Moll
Vice President of Operations
Kings Way Homes, Inc.
700 Pilgrim Parkway
Brookfield, WI 53122

Re: Earthwork Calculations
13822 N. Hawks Landing
Mequon, WI

Dear Chris,

As your requested and in accordance with professional engineering practices, we have computed the net earthwork volume for the above described proposed residential home. The proposed grading plan used in our analysis was prepared by Metropolitan Survey Service, Inc. last dated June 29, 2018.

Earthwork Volume Results (proposed grade to existing grade):
Cut Volume (pavement & basement adjustment): 650 cu yd
Fill Volume: 3,100 cu yd
Net Fill Volume (short): 2,450 cu yd

Respectfully Submitted,

Mark R. Ellena, PE
Ellena Engineering Consultants, LLC
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
(262) 719-6183
(866) 457-2584 fax
Email: mellena@eeceng.com



Attachment: Packet (3385 : John and Susan Bieberitz)



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: July 23, 2018
SUBJECT: David Joyce. The applicant is seeking certified survey map approval for a 2 lot land division for the property located at 12037 W. Bonniwell Road.

Applicant:	David Joyce
Status of Applicant:	Owner
Requested:	Final Land Davison Approval
Existing Use:	Residential
Existing Zoning:	R-1 Rural Residential (5 Acres) C-2 General Conservancy C-1 Shoreland-wetland Conservancy OA Agricultural Overlay
Lot size:	29.58 acres
Location:	12037 W. Bonniwell Road
Tax Key:	#14-007-06-008.00
District:	#1

Background:

The applicant is requesting approval for a two-lot division of 29.58 acres at 12037 W Bonniwell. The land division would create two lots; Lot 1 is 10.00 acres and Lot 2 contains a single-family dwelling and is 19.58 acres.

Zoning District Standards and Site Conditions:

The proposed certified survey map is consistent with the current zoning designation of R-1, requiring a five (5) acre minimum lot size and 300 minimum average lot width and depth.

Site Conditions:

The site contains a single-family home which will be included on Lot 2. Access to the lots will be gained off Bonniwell Road. An easement on Lot 1 will allow access to Lot 2. There is an existing easement shown on CSM No. 3307 that allows access to Lot 2 and Lot 3 off Bonniwell Road. The full access route as recorded on CSM No. 3307 shall be shown on the proposed CSM. As a condition of approval, staff will require review and approval of a shared access agreement between all affected properties prior to the recording of the CSM. An existing storm drainage easement is shown on Lot 2.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comments:

On June 4, 2001, the Planning Commission approved a three lot subdivision with an outlot which was recorded as CSM 3307. The proposed CSM under consideration divides Lot 1 and the outlot in CSM 3307 into two lots. The outlot was not deed restricted and can be subdivided.

CSM 3307 included a shared access easement from Bonniwell Road to Lots 1, 2, and 3. The proposed CSM does not indicate the complete shared access route. The access route shall be shown on the face of the proposed CSM.

The CSM under consideration shows four lots being served by a private roadway. If a further land division is proposed that connect to a single access driveway, the driveway will be considered to be a private roadway and shall be built in accordance with the roadway standards outlined within the City of Mequon Standard Specifications for Land Development.

Wetlands appear to be present on site. A wetland delineation report with concurrence by the Wisconsin Department of natural Resources is required, and the wetland boundary shown on the face of the CSM. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are potentially present.

The land division is outside of the City's sanitary sewer service area, and therefore will be served by private onsite wastewater systems. A soil evaluation report for the usage of septic or mound systems is required.

Other Technical Corrections:

Planning staff understands Engineering will provide a full technical review of the CSM.

Staff Recommendation:

Planning staff recommends approval of the land division subject to the following conditions:

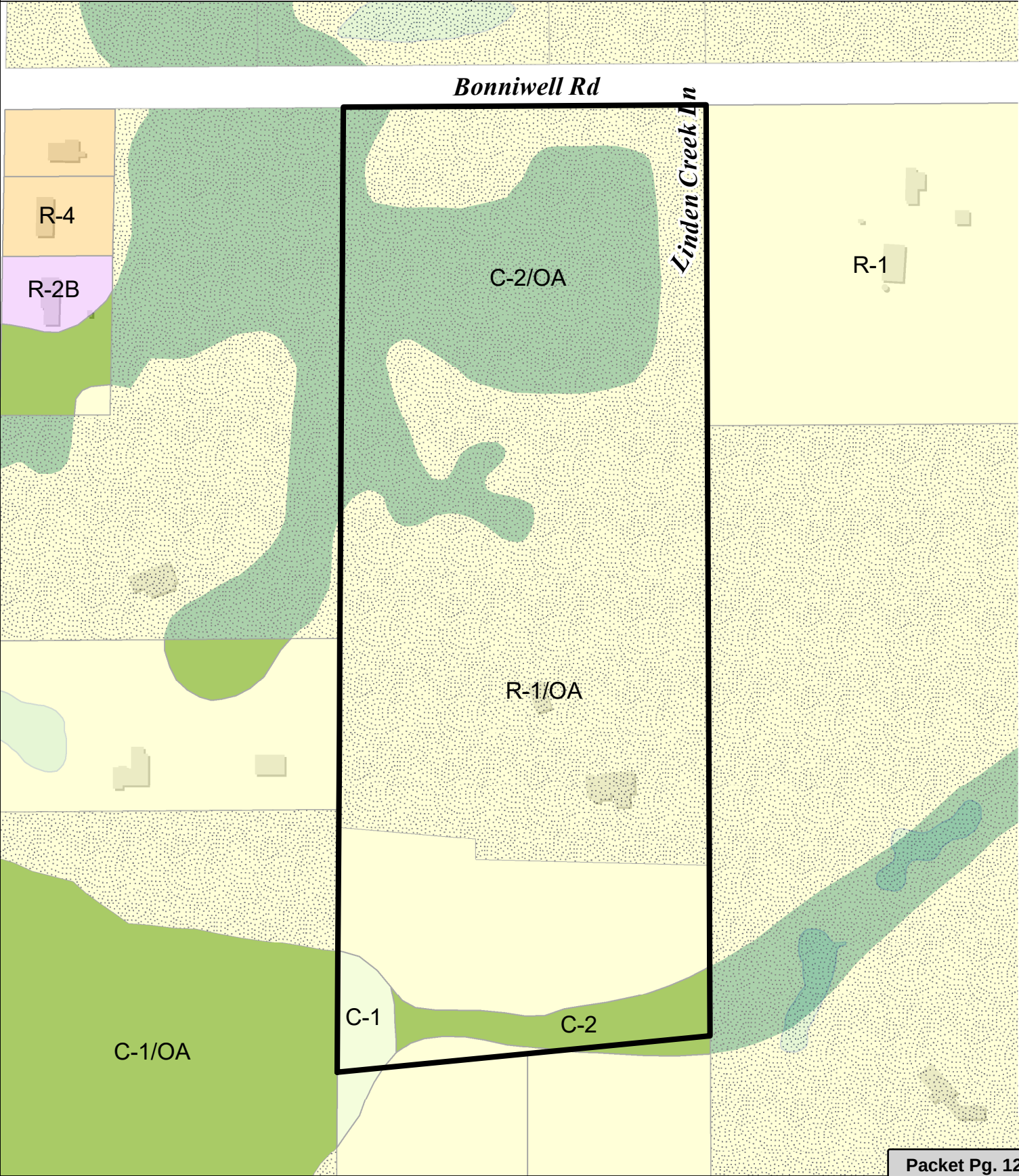
1. The applicant shall make any technical corrections to the final CSM.
2. Compliance with the Tree Preservation Ordinance.
3. Final staff review and approval of CSM.
4. Inclusion of all existing and proposed easements on the face of the CSM.
5. Review and approval of a shared access agreement between all affected properties prior to the recording of the CSM.
6. Applicant shall provide the wetland delineation report and add the wetland boundary to the face of the CSM, including applicable setbacks.
7. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).
8. Submittal of a soil evaluation report.
9. A private roadway will be required if five or more lots connect to a single access point. Private roadways must be built in accordance with the City of Mequon Standard Specifications for Land Development.

Attachments:
packet (PDF)

David Joyce

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		

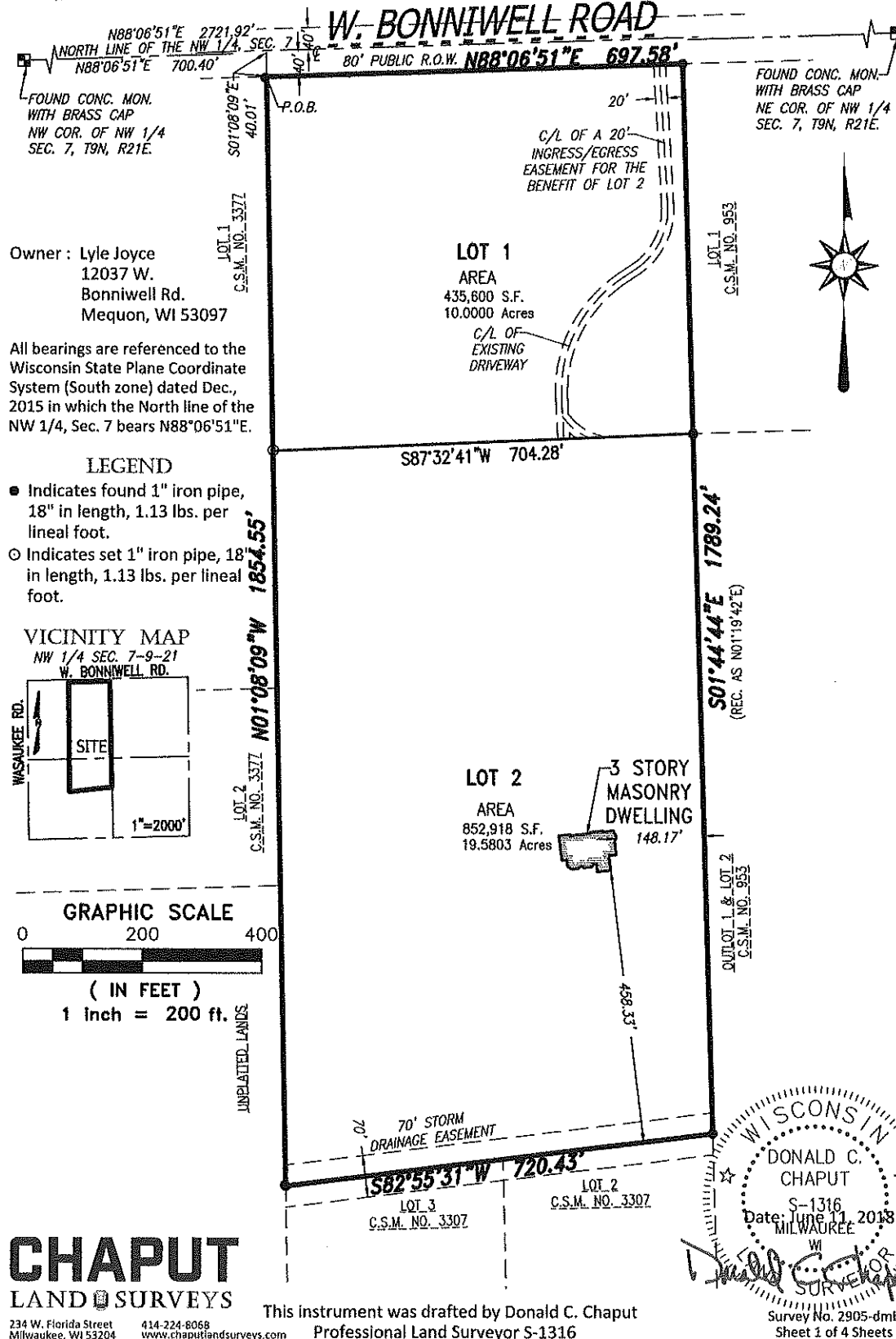
4.a.a



Attachment: packet (3383 : David Joyce)

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Outlot 1 and Lot 1 of Certified Survey Map No. 3307, located in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.



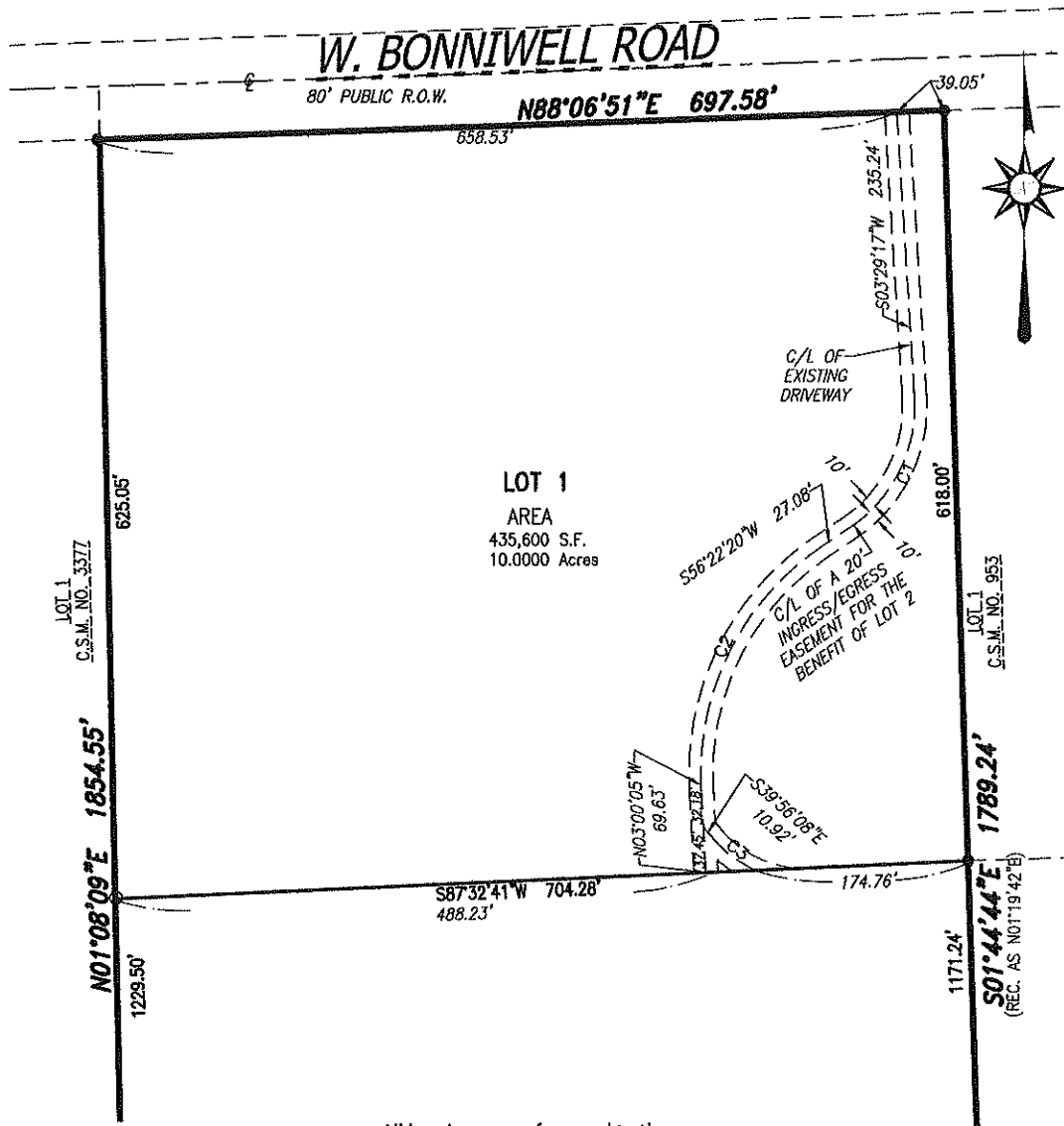
Attachment: packet (3383 : David Joyce)

CERTIFIED SURVEY MAP NO. _____

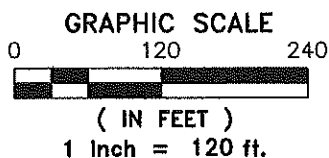
Being a redivision of Outlot 1 and Lot 1 of Certified Survey Map No. 3307, located in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	125.37'	120.00'	59°51'37"	S26°26'32"W	119.75'
C2	233.16'	225.00'	59°22'25"	S26°41'08"W	222.87'
C3	45.72'	100.00'	26°11'40"	S53°01'58"E	45.32'



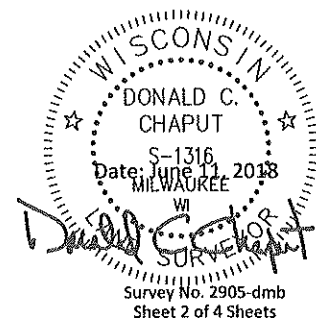
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) dated Dec., 2015 in which the North line of the NW 1/4, Sec. 7 bears N88°06'51"E.



LEGEND

- Indicates found 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316



Attachment: packet (3383 : David Joyce)

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Outlot 1 and Lot 1 of Certified Survey Map No. 3307, located in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
OZAUKEE COUNTY)

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Outlot 1 and Lot 1 of Certified Survey Map No. 3307, located in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Northwest corner of said 1/4 Section; thence North 88°06'51" East along the North line of said Section 700.40 feet to a point; thence South 01°08'09" East 40.01 feet to a point on the South line of W. Bonniwell Rd. and the Point of Beginning of lands hereinafter described; thence North 88°06'51" East along said South line 697.58 feet to a point on the West line of Certified Survey Map No. 953; thence South 01°44'44" East along said West line 1,789.24 feet to a point on the South line of said Lot 1 of Certified Survey Map No. 3307; thence South 82°55'31" West along the South line 720.43 feet to a point on the West line of said Certified Survey Map No. 3307; thence North 01°08'09" West along said West line 1,854.55 feet to the Point of Beginning.

Said lands as described contains 1,288,518 square feet or 29.5803 Acres.

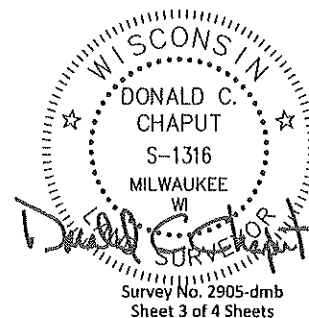
THAT I have made the survey, land division and map by the direction of Lyle Joyce, owner.

THAT the 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 Chapter 236 of the Wisconsin Statutes and the City of Mequon Code in surveying, dividing and mapping the same.

June 11, 2018
DATE


DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Survey No. 2905-dmb
Sheet 3 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Outlot 1 and Lot 1 of Certified Survey Map No. 3307, located in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

OWNER'S CERTIFICATE

Lyle Joyce, as owner, hereby certify that I caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Section 236.34 of the Wisconsin Statutes and the Land Division Ordinance of the City of Mequon in surveying, dividing and mapping the same.

Lyle Joyce

STATE OF WISCONSIN}
:SS
OZAUKEE COUNTY}

Personally came before me this ____ day of _____, 2018, the above named Lyle Joyce, to me known as the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires. _____
My commission is permanent.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Mequon on this ____ day of _____, 2018.

CHAIRPERSON

SECRETARY

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316



Survey No. 2905-dmb
Sheet 4 of 4 Sheets

Attachment: packet (3383 : David Joyce)

684335

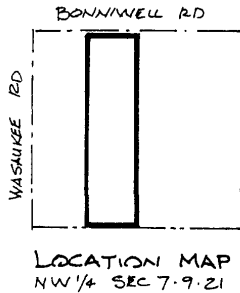
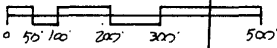
3307

VOL

23 PAGE 213

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 953, LOCATED IN A PART OF THE NORTHWEST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

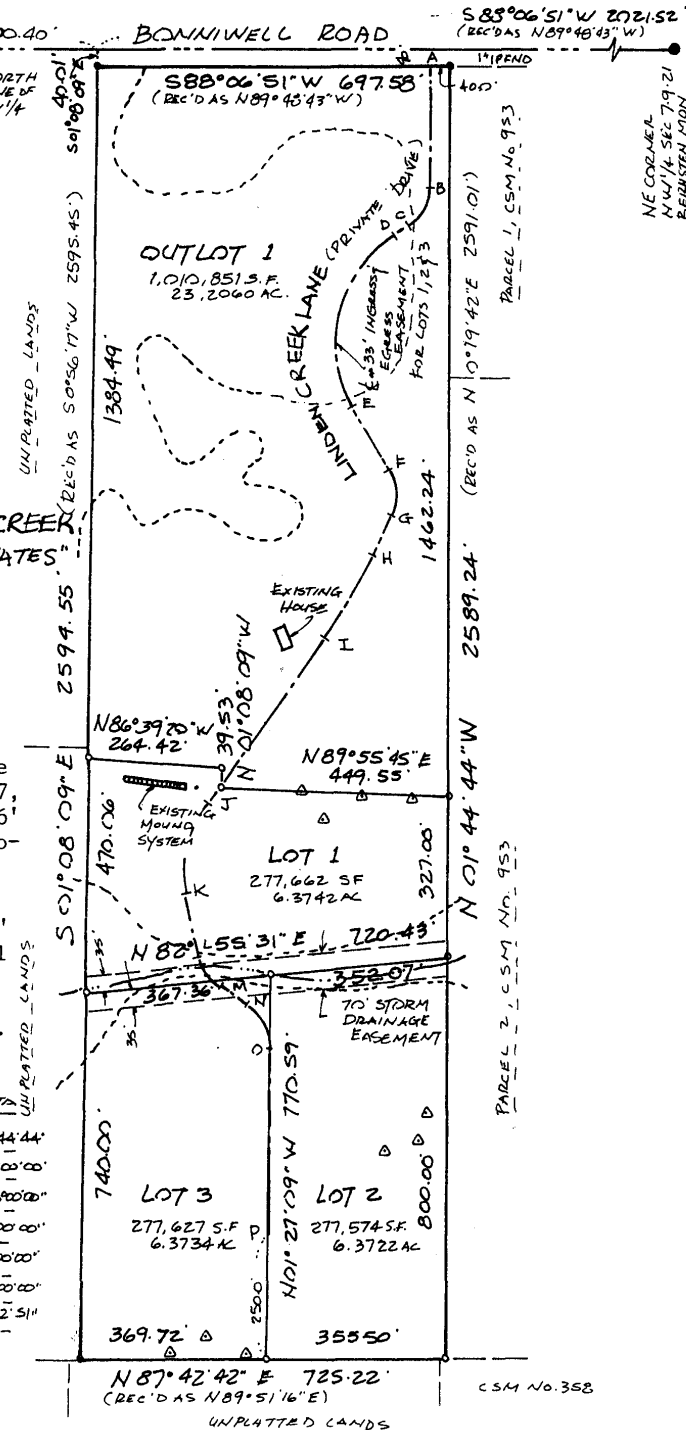
SCALE
1"=300'

All bearings are referenced to the North line of the NW $\frac{1}{4}$ of Section 7, T9N, R21E, which bears South 88°06'51" West, Wisconsin State Plane Coordinate System- South Zone.

- Indicates 1" iron pipe found.
- Indicates 1" iron pipe set, 24" long, wght. 1.13 lbs. per lineal foot.
- Δ - Indicates soil borings.
- () Indicates limits of C-1 Zoning.

INGRESS & EGRESS EASEMENT DATA

CURVE	RADIUS	ARC	BEARING	DIST.	DELTA
A-B	88.83	41.08	S 01°44'44"E	258.00	
B-C	260.00	408.41	S 21°37'38"W	87.15	58°44'44"
C-D	108.24	109.57	S 57°00'00"W	30.00	
D-E	127.02	149.59	S 12°00'00"W	367.70	90°00'00"
E-F	229.18	188.66	S 33°00'00"E	148.00	
F-G	91.99	75.46	S 04°00'00"E	104.98	58°00'00"
G-H	107.03	109.37	S 25°00'00"W	72.50	
H-I			S 34°00'00"W	149.38	09°00'00"
I-J			S 13°30'00"E	408.00	
J-K			S 36°30'00"E	183.41	47°00'00"
K-L			S 60°00'00"E	135.00	
L-M			S 30°43'34"E	73.37	47°00'00"
M-N			S 27°09'09"E	104.68	58°32'51"
N-O				339.44	



Prepared for: Robert and Marlene Buckley, Robert Henderson and Marybeth Andersen, and Michael and Patricia Hilbert

By: Koppen Surveying, Inc.
 1135 Lisbon Avenue
 Hartland, WI 53029
 (262) 367-3410

3307

VOL 23 PAGE 214

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 953, LOCATED IN A PART OF THE NORTHWEST $\frac{1}{4}$ AND SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWN 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Keith D. Koppen, a registered land surveyor, do hereby certify that by the direction of the owners, have surveyed, divided and mapped a parcel of land being a redivision of Parcel 3 of Certified Survey Map No. 953, located in a part of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, Town 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

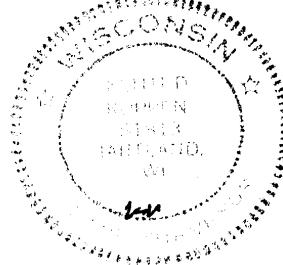
Commencing at the Northeast corner of said Northwest $\frac{1}{4}$ of Section 7; thence South 88°06'51" West, along the north line of said Northwest $\frac{1}{4}$, 2021.52 feet; thence South 01°08'09" East, 40.01 feet to the southerly right-of-way line of Bonniwell Road and the point of beginning of the lands to be described: thence continuing South 01°08'09" East, 2594.55 feet to the south line of said Northwest $\frac{1}{4}$; thence North 87°42'42" East, along said $\frac{1}{4}$ line, 725.22 feet; thence North 01°44'44" West, 2589.24 feet, to the southerly right-of-way line of Bonniwell Road; thence South 88°06'51" West, 697.58 feet to the point of beginning. Containing 42.3259 acres of land more or less.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Mequon in surveying, dividing and mapping the same and that such map is a correct representation of all exterior boundaries.

Dated this 28th day of JULY, 2001.

Keith D. Koppen

Keith D. Koppen, RLS S-1813



OWNERS CERTIFICATE

As owners, Robert J. Buckley and Marlene Buckley, Robert W. Henderson and Marybeth Andersen, Trustees of the R. Henderson and M. Andersen Revocable Trust, and Michael J. Hilbert and Patricia L. Hilbert, we certify that we have caused the land described in this document to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the regulations of the City of Mequon.

Witness the hand and seal of said owners this 30th day of JULY, 2001

Robert J. Buckley

Robert W. Henderson

Michael J. Hilbert

Marlene Buckley

Marybeth Andersen

Patricia L. Hilbert

Personally came before me this 30 day of JULY, 2001, the above named owners, to me known to be the persons who executed the owners certificate and acknowledged the same.

Terri S. Warford

Notary Public

My Commission expires 10-7-01

CONCEPT APPROVAL	☐
PRELIM. APPROVAL	☐
FINAL APPROVAL	☒
JUN 4 2001	
MEQUON PLAN COMMISSION	
TABLED ☐	DENIED ☐



RECORDED

2001 AUG -8 AM 11:15

Rene M. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: KIM TOLLEFSON, DIRECTOR OF COMMUNITY DEVELOPMENT
DATE: July 23, 2018
SUBJECT: City of Mequon. The applicant is seeking site plan amendment to allow for the reconstruction of the civic campus parking lot for the property located at 11333 N. Cedarburg Road.

Applicant:	City of Mequon
Status of Applicant:	Owner
Requested:	Site Plan Amendment
Existing Zoning:	IPS (Institutional)
Land Use Plan:	Institutional
Lot size:	12.38 acres
Location:	11333 N. Cedarburg Road
Tax Key:	#14-050-02-090.01
District:	#2

Background:

The applicant is seeking site plan amendment for the property at 11333 N Cedarburg Road. The City of Mequon is replacing the existing parking lot located to the west of City Hall. The Common Council provided feedback on the design at the May 8, 2018 and June 12, 2018 Common Council meetings.

Site Plan:

The proposed parking lot reconfiguration adds 43 spaces to the existing lot for a total of 183 spaces. In addition to the parking spaces, the proposed project includes a number of upgrades to make the parking lot more pedestrian friendly including sidewalks on the north and south sides of the parking stalls and designated crosswalks with striping. The design will allow users to access MTC 1, the Mequon Pool and Baseball Field and City Hall through interconnected paths. The sidewalk on the north end of the site will also connect to the Interurban Trail and Spur 16 once the railroad crossing is installed. At the request of the Common Council, the drive aisles were increased to 26 feet in order to accommodate larger vehicles that are entering the stalls. In the center of the lot is a larger landscaped median with a mid-point crosswalk. The parking lot incorporates permeable pavers for certain parking areas to help with storm water management (see Engineering Review).

Lighting Plan:

The lighting plan shows 20 foot tall parking lot lights that are similar in design to what was installed at MTC 1. The lights meet the full cutoff requirement as required by the lighting code. The dispersion plan shows a 2.0 foot-candle average for the parking area which is in conformance with current code. The plan also shows an in-grade fixture that will help identify and illuminate the crosswalks at night. This is an add-on item that will need Common Council approval.

Landscaping Plan:

The landscaping plan shows trees, shrubs and other plantings consistent with the palette that has been used on other Town Center projects. The plan complies with the 10% interior island requirement per the code. At this time, the plan does not comply with the 30% shading requirement due to the following issues:

- Restrictions along the ATC easement
- Proximity to the Baseball Field fence
- Unknown future use of space at northwest corner

As part of the design process, staff has removed the proposed shade trees along the north side sidewalk. The future use of the area at the northwest area has not been determined at this time and staff believes it is prudent to defer planting of any new trees in this area until final decisions are made regarding the design and use of the space. The site is also restricted by the ability to install any shade trees within the ATC easement area at the north end of the lot. In addition, staff believes that additional trees along the northeast portion of the lot may eventually encroach into the outfield of the baseball field. As the City moves forward with other improvements to the Civic Campus, staff will ensure that additional trees will be installed where appropriate.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comments:

Pedestrian and bike access and safety are highlighted in the parking lot design, at the direction of the Common Council. Enhanced crosswalks and separated walkways are provided to direct the pedestrian and bicyclist throughout the Civic Campus and to the adjacent Town Center developments.

The land disturbance for the parking lot is less than 1 acre and there is less than a half-acre of new impervious area proposed. The amount of land disturbance and new impervious surface does not trigger stormwater management or erosion control permitting. One of the funding sources identified for the project is the Green Solutions funding from the Milwaukee Metropolitan Sewerage District. In addition to providing a revenue source for the project, it also helps the City to achieve its stormwater permitting requirements. Green solutions reduce the amount of runoff, which subsequently reduces some of the surface flooding that occurs within the civic campus. In addition to reducing runoff, green solutions provide a water quality benefit. Green solutions also provide an aesthetic benefit, with a proposed material change from a large asphalt base.

Wetlands do not appear to be present on site. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are not present.

Staff Recommendation:

Planning staff recommends approval of the site plan amendment based on the following:

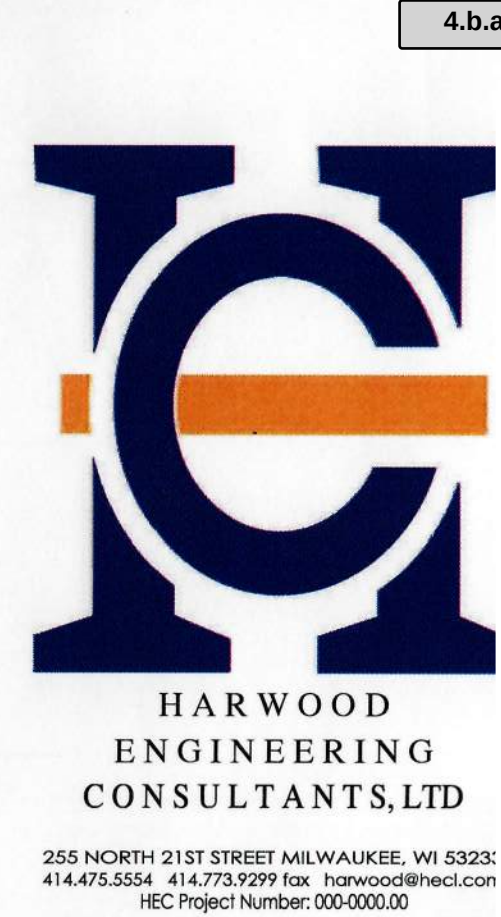
1. Staff review and approval of site, lighting, and landscaping plans.
2. Approval of a storm water management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13

Attachments:

2018-07-19 Plan Set (PDF)

Mequon Civic Campus - Parking Lot Improvements

Mequon, Wisconsin



MEQUON CIVIC CAMPUS
PARKING LOT IMPROVEMENTS



CONSTRUCTION DOCUMENTS

CITY OF MEQUON CONTACT

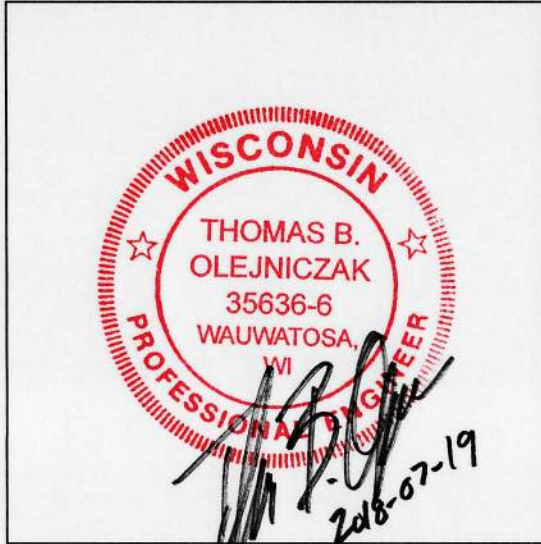
BRIDGET S. HENK, P.E.
ASSISTANT CITY ENGINEER
CITY OF MEQUON
11333 N. CEDARBURG ROAD
MEQUON, WI 53092
BHENK@CI.MEQUON.WI.US
262-236-2957

CIVIL



255 North 21st Street
Milwaukee, Wisconsin 53233
Phone 414-475-5554

Contact: Tom Olejniczak, P.E.

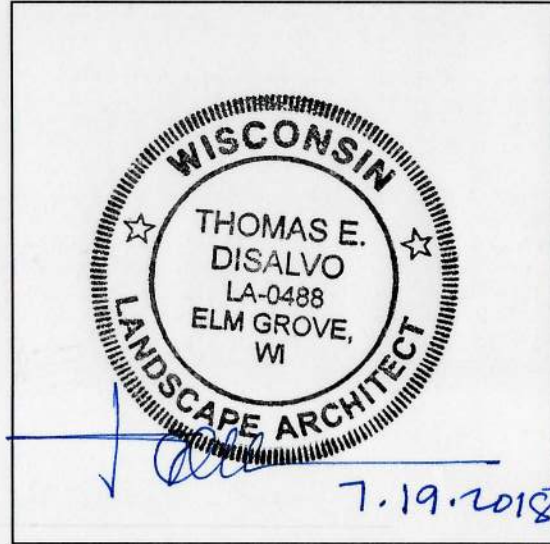


LANDSCAPE

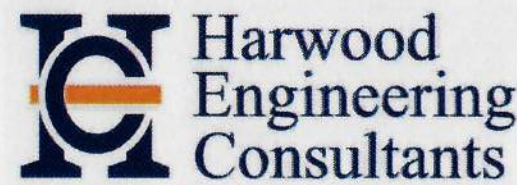


255 North 21st Street
Milwaukee, Wisconsin 53233
Phone 414-475-5554

Contact: Tom DiSalvo, ASLA

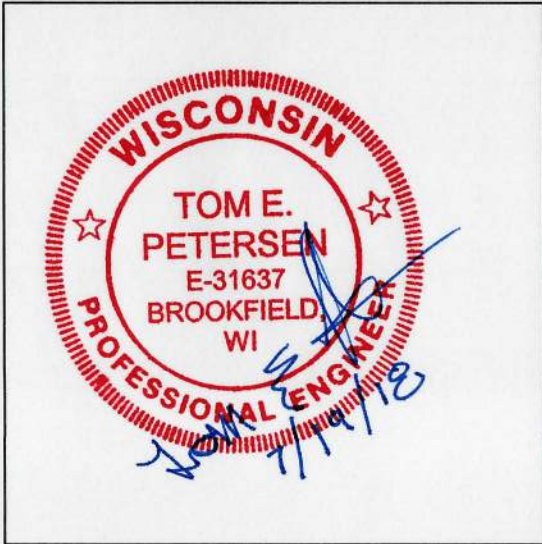


ELECTRICAL/LIGHTING



255 North 21st Street
Milwaukee, Wisconsin 53233
Phone 414-475-5554

Contact: Tom Petersen, P.E.



SHEET INDEX

GENERAL:

T1.00 TITLE SHEET AND INDEX

CIVIL SHEET INDEX:

C1.10 OVERALL SITE PLAN
C1.11 DETAILED SITE PLAN
C1.20 GRADING PLAN
C1.30 EROSION CONTROL PLAN
C1.40 EXISTING SURVEY
C1.50 DEMO PLAN
C5.00 CONSTRUCTION DETAILS
C5.01 CONSTRUCTION DETAILS

LANDSCAPE:

L1.00 LANDSCAPE PLAN
L2.00 PLANTING PLAN
L5.00 LANDSCAPE DETAILS, SCHEDULES & NOTES

ELECTRICAL:

ES1.0 ELECTRICAL SITE PLAN
EL SYMBOLS, ABBREVIATIONS AND NOTES

Revisions

SCALE:

JULY 19, 2018

Project No.
18-1043.00

Sheet No.

T1.00

Packet Pg. 130



Attachment: 2018-07-19 Plan Set (3386 : City of Mequon Parking Lot)

North

SITE PLAN

OVERALL

C1.10



1. THE EXISTING SITE INFORMATION ON THIS PLAN WAS TAKEN FROM A SITE SURVEY PROVIDED BY CAPITAL SURVEY ENTERPRISES. THE ENGINEER MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY AND COMPLETENESS OF THE EXISTING CONDITIONS. THE ENGINEER INDICATED OR NOT INDICATED ON THE ENGINEERING PLANS PROVIDED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING SITE CONDITIONS INCLUDING UNDERGROUND UTILITIES, UNDERGROUND UTILITY ELEVATIONS, BUILDING SETBACKS AND EXISTING BUILDING LOCATIONS. THE CONTRACTOR SHALL INFORM THE OWNER AND ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WITH WORK. QUESTIONS REGARDING THE EXISTING SURVEY SHALL BE DIRECTED TO THE PARTIES USED TO OBTAIN THE SURVEY DATA.
2. ALL UTILITY CONSTRUCTION SHALL ADHERE TO THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (2003), AS WELL AS, THE MUNICIPAL CONSTRUCTION STANDARDS AND THE DEPT. OF SAFETY AND PROFESSIONAL SERVICES SEC. 382-387.
3. ALL UTILITY PERMITS MUST BE RECEIVED FROM THE MUNICIPALITY AND WDNR (IF REQUIRED) PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL APPLICABLE PERMITS ARE RECEIVED PRIOR TO STARTING CONSTRUCTION.
4. NOTIFY THE PUBLIC WORKS DEPT. AT LEAST 3 WORKING DAYS BEFORE STARTING CONSTRUCTION.
5. BACKFILL REQUIREMENTS AND ROADWAY/SIDEWALK RESTORATION SHALL ADHERE TO LOCAL STANDARDS (GRANULAR BACKFILL UNDER OR WITHIN 5' OF CURBS, SIDEWALK, OR PAVEMENT). SPOIL MAY BE USED ELSEWHERE. SLURRY BACKFILL WILL BE REQUIRED IN PUBLIC ROADWAYS.)
6. PROPOSED STORM SEWER SHALL BE PVC ASTM D-3034, SDR 35 WITH RUBBER ELASTOMERIC JOINTS CONFORMING TO ASTM D-3212 (UNLESS OTHERWISE NOTED).
7. UTILITY TRENCHES SHALL BE MECHANICALLY COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
8. ALL EXCAVATED OR STRIPPED MATERIALS NOT BEING REPLACED IN UTILITY TRENCHES OR BEING USED FOR FILL SHALL BE REMOVED FROM THE SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER.
9. ALL ON-SITE CONCRETE CURB AND GUTTER TO BE 18" WIDE VERTICAL FACE, UNLESS OTHERWISE NOTED. REVERSE OR REGULAR STYLE CURB DENOTED ON PLANS.
10. ALL CURB ELEVATIONS ARE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. SEE CURB DETAIL FOR TOP OF CURB ELEVATIONS.
11. ALL CURB RADII ARE MEASURED TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL MATCH PROPOSED CONCRETE CURB AND GUTTER, SIDEWALK AND PAVEMENT TO EXISTING IN ELEVATION AND ALIGNMENT.
13. REMOVAL OF CURB AND GUTTER, SIDEWALK AND PAVEMENT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE WISCONSIN D.O.T.
14. ALL CONCRETE FOR CURB AND GUTTER, ROADWAY AND SIDEWALKS MUST CONFORM TO THE STANDARD SPECIFICATIONS FOR READY MIXED CONCRETE. MINIMUM 28 DAY COMPRESSIVE STRENGTH TEST MUST EQUAL 4000 PSI. CURB AND GUTTER TO BE TESTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR LAND DEVELOPMENT, 11TH EDITION.
15. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL PROPERTY CORNERS.
16. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS. CONTRACTOR SHALL DOCUMENT ALL EXISTING DAMAGE PRIOR TO START OF CONSTRUCTION AND NOTIFY CONSTRUCTION MANAGER OF ANY FINDINGS.
17. PROJECT SAFETY ON-SITE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
18. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SOIL CONDITIONS, CONSTRUCTION MANAGER MAY HAVE SOILS REPORT FOR MORE INFO.
19. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH A SET OF MARKED UP PLANS (AS-BUILTS) SHOWING ANY CHANGES DURING CONSTRUCTION.

NOTE:

- BASE BID PARKING LOT FEATURES AND RESTORATION SCOPING SHALL BE LOW-MOW-TURF RESTORATION THROUGHOUT WORK LIMITS, TYP.
- ADD-ALTERNATE #1 SHALL BE ADD NORTH SIDEWALK AND ASSOCIATED BASE COURSE IN LIEU OF LOW-MOW-TURF.
- ADD-ALTERNATE #2 SHALL BE ADD SOUTH SIDEWALK AND ASSOCIATED BASE COURSE IN LIEU OF LOW-MOW-TURF.
- ADD-ALTERNATE #3 SHALL BE ADD MID SIDEWALK AND ASSOCIATED BASE COURSE IN LIEU OF LOW-MOW-TURF.

UTILITY

EXISTING:

_____ W	_____ W	WATERMAIN
_____ E	_____ E	BURIED ELECTRIC
_____ CHSE	_____ CHSE	OVERHEAD WIRE
_____ GAS	_____ GAS	GAS LINE
_____ SAN	_____ SAN	SANITARY SEWER
_____ ST	_____ ST	STORM SEWER
		UTILITY POLE
		LIGHT POLE
		SANITARY MANHOLE
		FIRE HYDRANT
		WATER VALVE
		STORM SEWER STRUCTURE

PROPOSED:

_____ W	_____ W	WATERMAIN
_____ E	_____ E	ELECTRIC LINE
_____ GAS	_____ GAS	GAS LINE
_____ SAN	_____ SAN	SANITARY SEWER
_____ ST	_____ ST	STORM SEWER
		UTILITY POLE
		LIGHT POLE
		SANITARY MANHOLE
		FIRE HYDRANT
		WATER VALVE
		STORM SEWER STRUCTURE

FLARED END SECTION

EXISTING:

MAJOR CONTOUR
MINOR CONTOUR
EXISTING SPOT ELEVATION

PROPOSED:

MAJOR CONTOUR
MINOR CONTOUR
SPOT ELEVATION
FINISHED GRADE, TOP OF PAVEMENT, FLANGE OF CURB
DOOR ELEVATION
GROUND GRADE AT BUILDING
CURB ELEVATION
(TC = TOP OF CURB, GP = EDGE OF PAVEMENT)
RETAINING WALL SPOT ELEVATION
(TW = TOP OF WALL, BW = GROUND GRADE AT BOTTOM)
FLARED END SECTION
(PIPE SIZE, INVERT ELEVATION)
DRAINAGE FLOW DIRECTION
EMERGENCY OVERFLOW ROUTE

EXISTING:	
	EXISTING PARKING COUNT
	EXISTING SIGN
	EXISTING ADA PARKING SPACE
PROPOSED:	
	PARKING COUNT
	ADA PARKING SPACE
	SIGN
	TRUNCATED DOMES
	PAVEMENT MARKING DIRECTIONAL ARROWS



MEQUON CIVIC CAMPUS
PARKING LOT IMPROVEMENTS

Attachment: 2018-07-19 Plan Set (3386 : City of Mequon Parking Lot)

Revisions

SCALE: 1" = 20'

SITE PLAN

DETAILED



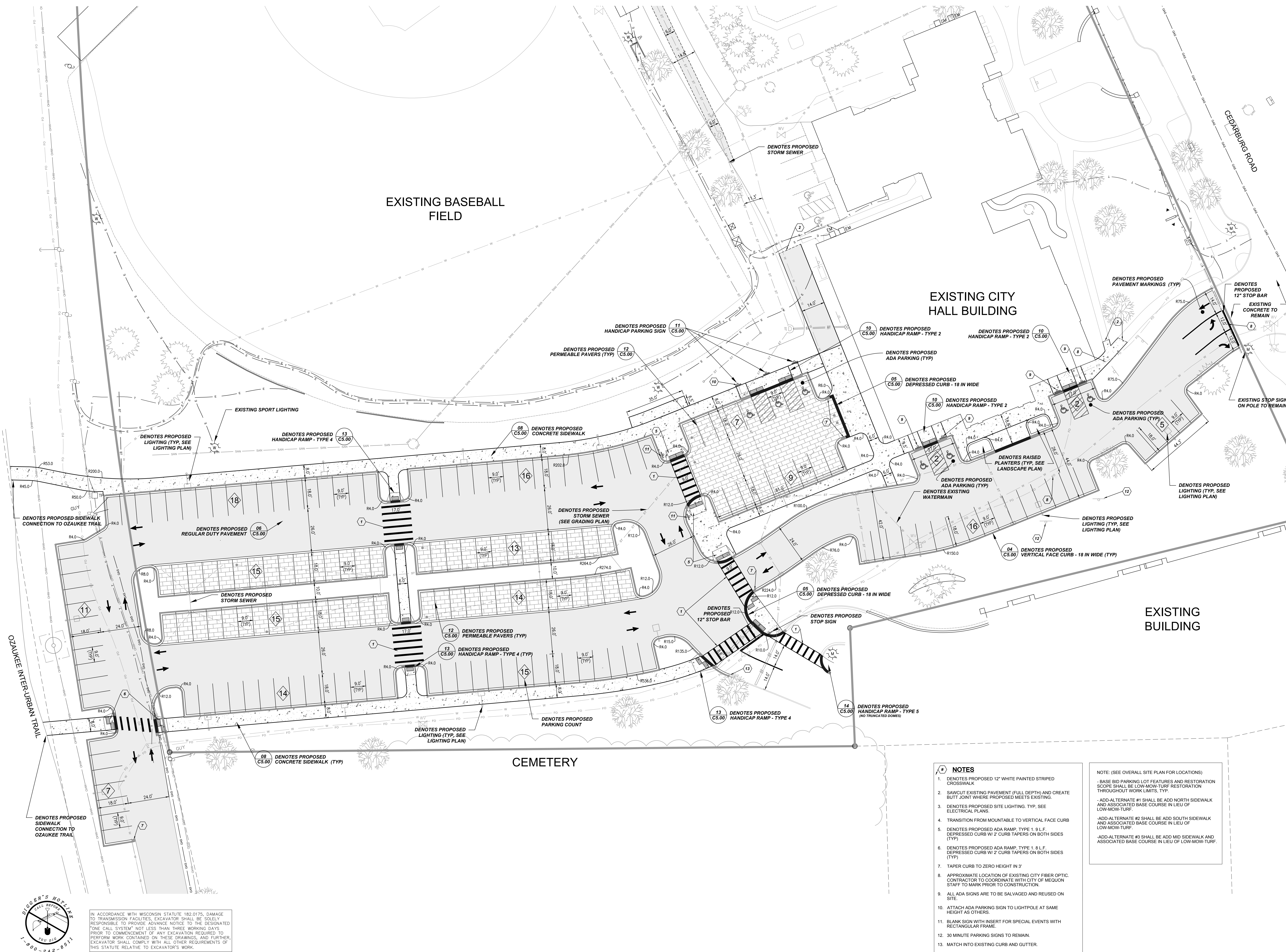
JULY 19, 2018

Project No.
18-1043.00

Sheet No. _____

C1.11

Packet Pg. 132





Revisions

SCALE: 1" = 20'

GRADING PLAN

JULY 19, 2018

Project No.
18-1043.00

Sheet No _____

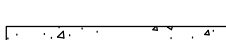
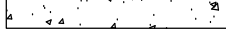
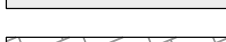
C1.20

Packet Pg. 133



CROSSING TABLE		
1	FIBER OPTIC CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION
2	WATERMAIN CROSSING	TOP WATERMAIN = 660.27 I.E. STORM = 659.59
3	WATERMAIN CROSSING	TOP WATERMAIN = 658.37 I.E. STORM = 660.56
4	WATERMAIN CROSSING	TOP WATERMAIN = 658.80 I.E. STORM = 661.95
5	FIBER OPTIC CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION
6	ELECTRIC CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION
7	ELECTRIC CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION
8	ELECTRIC CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION
9	TELEPHONE CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION
10	WATERMAIN CROSSING	TOP WATERMAIN = 658.72 I.E. STORM = 659.20
11	SANITARY CROSSING	TOP SANITARY = 658.59 I.E. STORM = 659.09
12	ELECTRIC CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION
13	TELEPHONE CROSSING	CAUTION BURIED UTILITY. VERIFY EXACT LOCATION AND DEPTH PRIOR TO CONSTRUCTION

HATCH LEGEND

	PROPOSED CONCRETE SIDEWALK
	PROPOSED REGULAR DUTY ASPHALT PAVEMENT
	PROPOSED PERMEABLE PAVERS
	PROPOSED DEPRESSED CURB AND GUTTER
	PROPOSED MOUNTABLE CURB

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

[illegible]

MANUFACTURING ALTERNATIVES APPROVED AND LISTED ON THE PERIMETER TO ENSURE PROPER EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE REMAINING CURB OR THE GEOTEXTILE FABRIC DOES NOT FALL INTO INLET, AND ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

FINISHED 9/12, INCLUDING FLAP POCKETS, WERE REQUIRED. SHALL EXTEND A MINIMUM OF 18" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

FOR INLET PROTECTION, TYPE C WITH CURB BOX, AND TYPE D WITH CURB BOX, SHALL BE USED. AROUND THE INLET AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE INLET.

THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF REMOVAL OF THE CURB BOX OR THE GEOTEXTILE FABRIC BY OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D SHALL INSTALL INLET PROTECTION TYPE D IN INLETS SHALL BE MEASURED FROM 30" MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE CURB BOX. THE CURB BOX SHALL NOT EXCEED 3/4" IN THE FLOW LINE TO WITHIN 3" OF THE INLET.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, SHALL BE MAINTAINED AT A MINIMUM OF 3". WHEN NECESSARY, THE CONTRACTOR SHALL CRUSH THE BAG TO FIT THE INLET. THE BAG SHALL BE PLACED AT A MAXIMUM 4" FROM THE

NOTE:

- Base bid parking lot features and restoration scope shall be low-mow turf restoration throughout work limits, typ.
- Add-alternate #1 shall be add north sidewalk and associated base course in lieu of low mow turf.
- Add-alternate #2 shall be add south sidewalk and associated base course in lieu of low mow turf.
- Add-alternate #3 shall be add mid sidewalk and associated base course in lieu of low mow turf.

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

Revisions

SCALE: 1" = 40'

EROSION CONTROL PLAN

JULY 19, 2018

Project No.

Sheet No.

C1.30

Packet Pg. 134



LEGAL DESCRIPTION:

LOT 3 OF CERTIFIED SURVEY MAP NO. 3885, IN THE SOUTHEAST 1/4 OF SECTION 22, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CONTAINING: 539,183 SQUARE FEET OR 12,3779 ACRES.

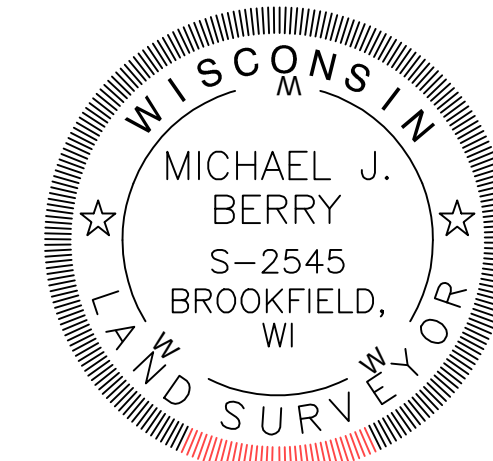
NOTES

- LEGAL DESCRIPTION FROM OZAUKEE COUNTY PUBLIC RECORD.
- THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGERS HOTLINE AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
- SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55089C0251F, WITH A DATE OF IDENTIFICATION OF DEC. 4, 2007 IN COMMUNITY NO. 555564, THE CITY OF MEQUON, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.
- PROJECT BENCHMARK – CONCRETE MONUMENT WITH BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SEC. 22–9–21 EL. = 674.77
- SITE BENCHMARK – NORTH FLANGE BOLT OF HYDRANT AS SHOWN HEREON.
- ELEVATIONS BASED ON INFORMATION FROM SEWRPC AND ARE AT NGVD 1929 DATUM.

I CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO, WITHIN ONE (1) YEAR FROM DATE THEREOF.

MAY 25, 2007
 DATE

MICHAEL J. BERRY, R.L.S.
 REGISTERED LAND SURVEYOR S-2545



LEGEND		
— SAN —	— SAN —	— SAN —
— ST —	— ST —	— ST —
— W —	— W —	— W —
— G —	— G —	— G —
— TEL —	— TEL —	— TEL —
— E —	— E —	— E —
— FO —	— FO —	— FO —
— CATV —	— CATV —	— CATV —
— COMB —	— COMB —	— COMB —
— METAL FENCE —	— METAL FENCE —	— METAL FENCE —
— EDGE OF TREES AND BRUSH —	— EDGE OF TREES AND BRUSH —	— EDGE OF TREES AND BRUSH —
— DOOR SILL ELEVATION —	— DOOR SILL ELEVATION —	— DOOR SILL ELEVATION —
— FIRE DEPARTMENT CONNECTION —	— FIRE DEPARTMENT CONNECTION —	— FIRE DEPARTMENT CONNECTION —
— BIKE RACK —	— BIKE RACK —	— BIKE RACK —
— ELECTRIC TRANSFORMER —	— ELECTRIC TRANSFORMER —	— ELECTRIC TRANSFORMER —
— ELECTRIC METER —	— ELECTRIC METER —	— ELECTRIC METER —
— ELECTRIC PEDESTAL —	— ELECTRIC PEDESTAL —	— ELECTRIC PEDESTAL —
— TELEPHONE BOX AT GRADE —	— TELEPHONE BOX AT GRADE —	— TELEPHONE BOX AT GRADE —
— TELEPHONE PEDESTAL —	— TELEPHONE PEDESTAL —	— TELEPHONE PEDESTAL —
— TV PEDESTAL —	— TV PEDESTAL —	— TV PEDESTAL —
— FIBER OPTIC BOX AT GRADE —	— FIBER OPTIC BOX AT GRADE —	— FIBER OPTIC BOX AT GRADE —
— GAS METER —	— GAS METER —	— GAS METER —
— AIR CONDITIONER —	— AIR CONDITIONER —	— AIR CONDITIONER —
— UTILITY POLE —	— UTILITY POLE —	— UTILITY POLE —
— WOOD SIGN —	— WOOD SIGN —	— WOOD SIGN —
— METAL SIGN —	— METAL SIGN —	— METAL SIGN —
— FLAG POLE —	— FLAG POLE —	— FLAG POLE —
— BOLLARD —	— BOLLARD —	— BOLLARD —
— BOLLARD LIGHT —	— BOLLARD LIGHT —	— BOLLARD LIGHT —
— YARD LIGHT —	— YARD LIGHT —	— YARD LIGHT —
— PICNIC TABLE —	— PICNIC TABLE —	— PICNIC TABLE —
— HYDRANT —	— HYDRANT —	— HYDRANT —
— WATER VALVE —	— WATER VALVE —	— WATER VALVE —
— GAS VALVE —	— GAS VALVE —	— GAS VALVE —
— MANHOLE —	— MANHOLE —	— MANHOLE —
— STORM MANHOLE —	— STORM MANHOLE —	— STORM MANHOLE —
— CATCH BASIN —	— CATCH BASIN —	— CATCH BASIN —
— CURB INLET —	— CURB INLET —	— CURB INLET —
— METAL LIGHT POLE —	— METAL LIGHT POLE —	— METAL LIGHT POLE —
— CONCRETE LIGHT POLE —	— CONCRETE LIGHT POLE —	— CONCRETE LIGHT POLE —
— WOOD LIGHT POLE —	— WOOD LIGHT POLE —	— WOOD LIGHT POLE —
— MAIL BOX —	— MAIL BOX —	— MAIL BOX —
— FIBER OPTIC MARKER —	— FIBER OPTIC MARKER —	— FIBER OPTIC MARKER —
— GUY WIRE —	— GUY WIRE —	— GUY WIRE —

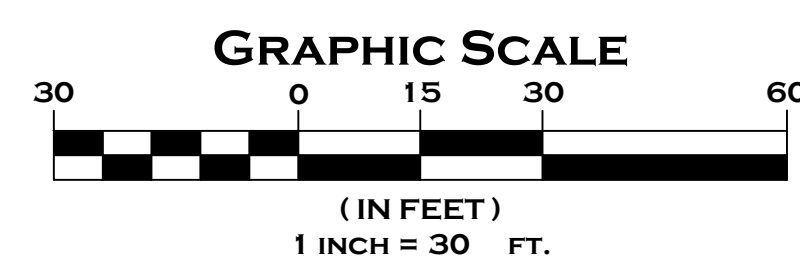
SCALE:

EXISTING
SURVEY

PLAT OF SURVEY WITH TOPOGRAPHY
 FOR

MEQUON CITY HALL
 11333 N CEDARBURG RD.
 MEQUON, WI

DRAWN BY:	NJF	DATE:	MAY 25, 2018
CHECKED BY:	MJB	DRAWING No.	P - 1
CSE JOB No.:	18-021	SHEET	1 OF 2



JULY 19, 2018

Project No.
 18-1043.00

Sheet No.

C1.40



EXISTING BASEBALL
FIELD

***DENOTES EXISTING CONCRETE
PAVEMENT TO BE REMOVED (TYP.***

EXISTING
BUILDING

MEQUON TOWN
CENTER

CEMETERY

NOTES

1. CONSTRUCTION DEMOLITION TO BE PHASED TO ALLOW FOR ACCESS TO CITY HALL AND THE MEQUON TOWN CENTER.
2. STORM SEWER AND STRUCTURE REMOVAL TO BE PHASED TO MAINTAIN MEQUON TOWN CENTER AND CITY HALL DRAINAGE.
3. SIGNAGE DURING CONSTRUCTION TO STATE CITY HALL AND MEQUON TOWN CENTER ACCESS OPEN DURING CONSTRUCTION.

DEMO & RELOCATION WORK BY OTHERS:

1. BROWN ADMINISTRATIVE OFFICE SIGN TO BE REMOVED BY D.P.W. (AT FRONT OF BUILDING)
2. PLANTER BOX IN FRONT/BIKE RACK TO BE REMOVED BY D.P.W./PARKS DEPARTMENT
3. DRIVEWAY AHEAD SIGNAGE NOT BEING REPLACED, REMOVED BY D.P.W.
4. MAIL BOX TO BE RELOCATED BY STAFF
5. PUBLIC MTG ROOM SIGN TO BE REMOVED/RELOCATED BY D.P.W.
6. SHOE/BOOT CLEANER AND SIGN IN FRONT OF BUILDING TO BE REMOVED BY OWNER

DEMOLITION LEGEND

-  DENOTES ITEM TO BE REMOVED OR DEMOLISHED
-  DENOTES PAVEMENT REMOVAL AREA
-  DENOTES CONCRETE SIDEWALK REMOVAL AREA
-  DENOTES ITEM TO BE ABANDONED OR REMOVED
-  DENOTES TREE TO BE REMOVED

UTILITY LEGEND

SYMBOL	DESCRIPTION
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING ELECTRICAL LINE
	PROPOSED ELECTRICAL LINE
	EXISTING GAS MAIN
	PROPOSED GAS MAIN
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	OVERHEAD WIRES
	EXISTING POWER POLES
	EXISTING LIGHT POLES
	SANITARY MANHOLE
	FIRE HYDRANT
	EXISTING WATER VALVE
	PROPOSED WATER VALVE
	EXISTING STORM STRUCTURE
	PROPOSED STORM STRUCTURE
	PROPOSED FLARED END SECTION (FES)
	DENOTES EMERGENCY OVERFLOW ROUTE / DRAINAGE PATH
	PROPOSED & EXISTING SPOT GRADE



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.



HARWOOD
ENGINEERING
CONSULTANTS, LTD.

255 NORTH 21ST STREET MILWAUKEE, WI 53233
414.475.5554 414.773.9299 fax harwood@hrci.com
HRC Project Number: 00000001



MEQUON CIVIC CAMPUS
PARKING LOT IMPROVEMENTS

Attachment: 2018-07-19 Plan Set (3388) : City of Mequon Parking Lot

Revisions

SCALE:

CONSTRUCTION
DETAILS

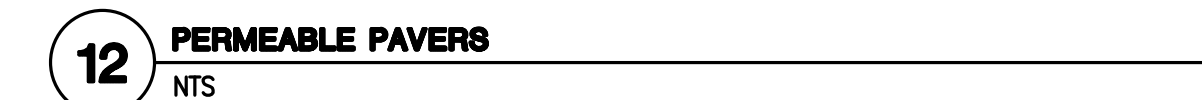
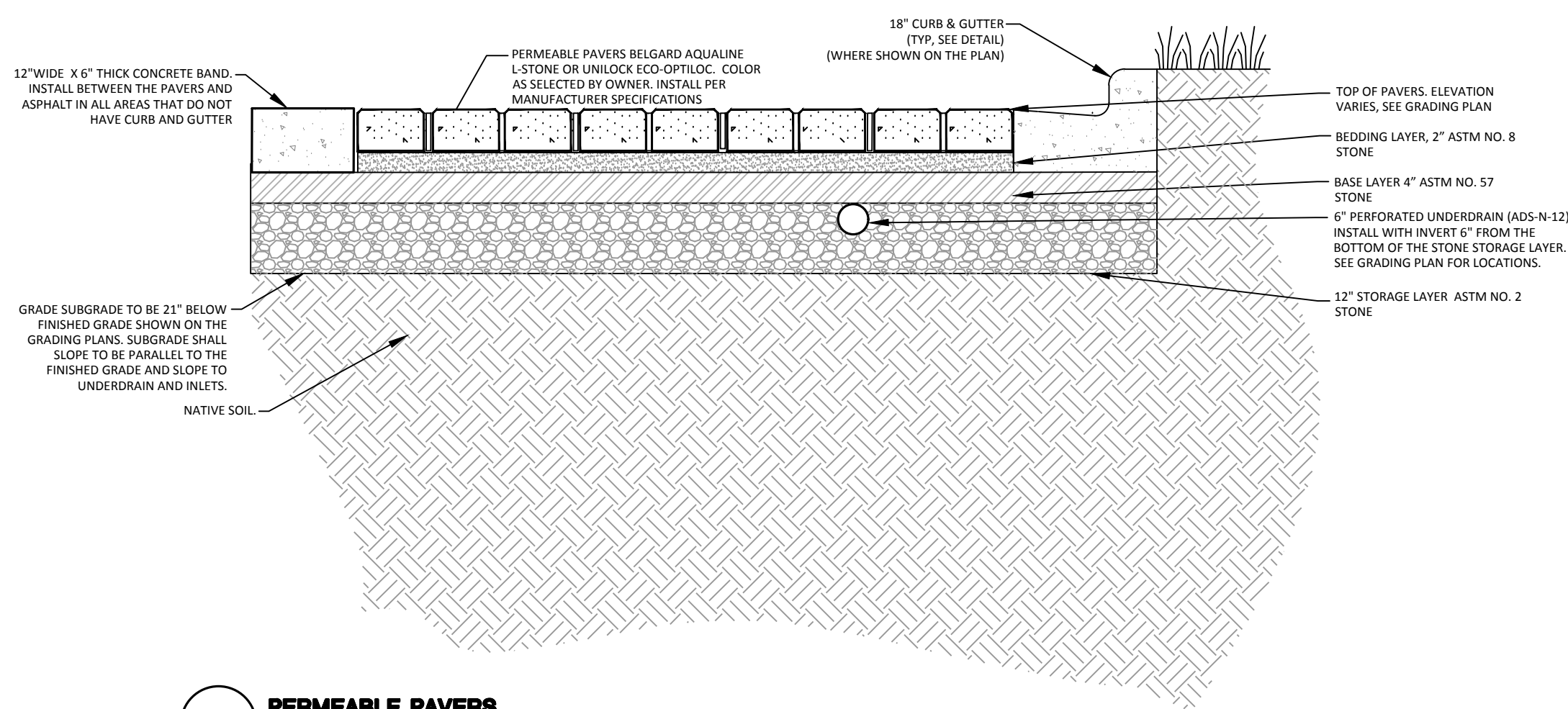
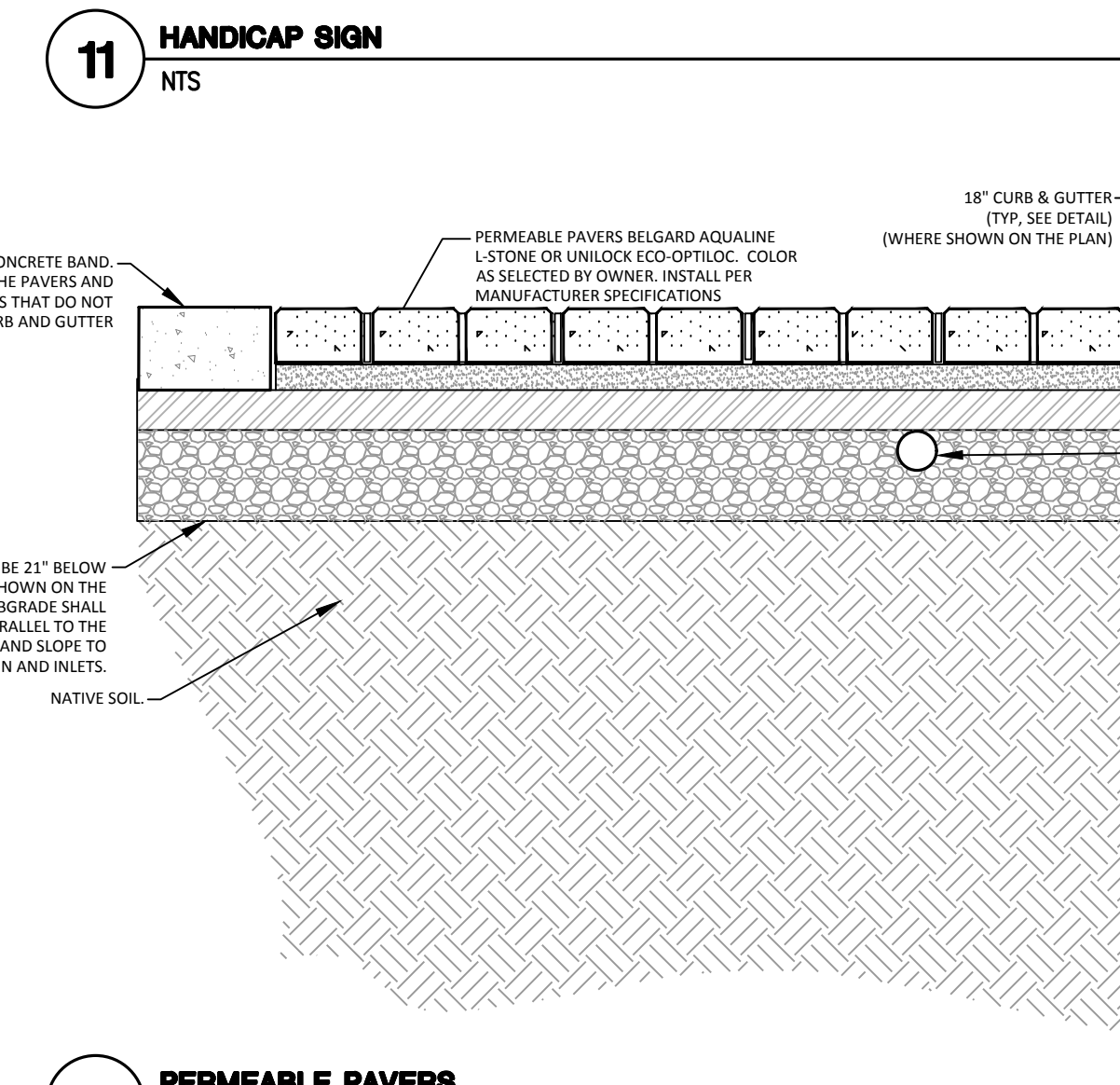
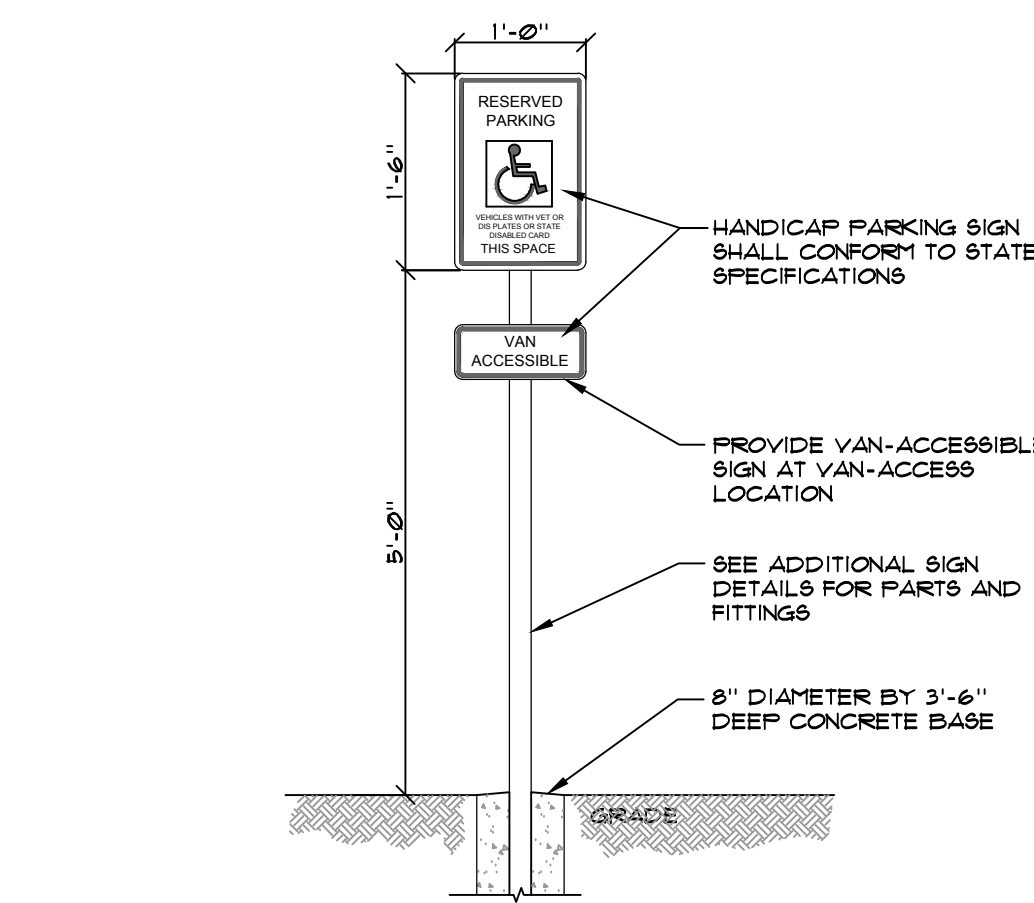
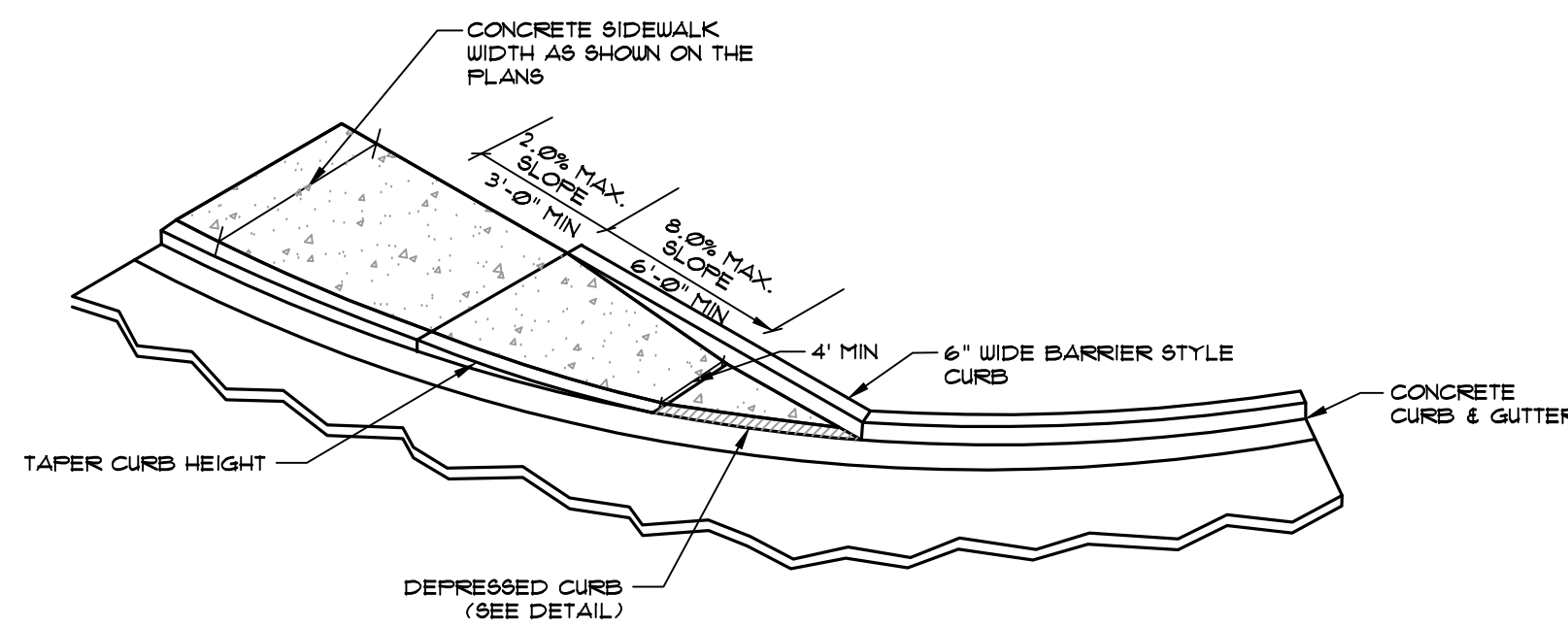
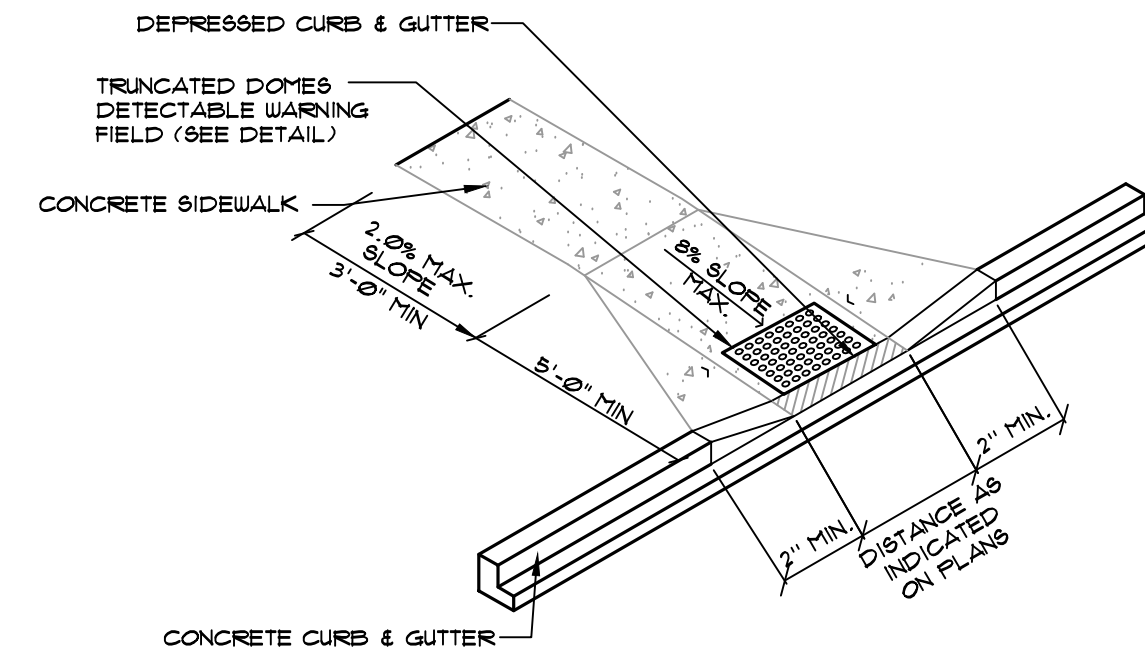
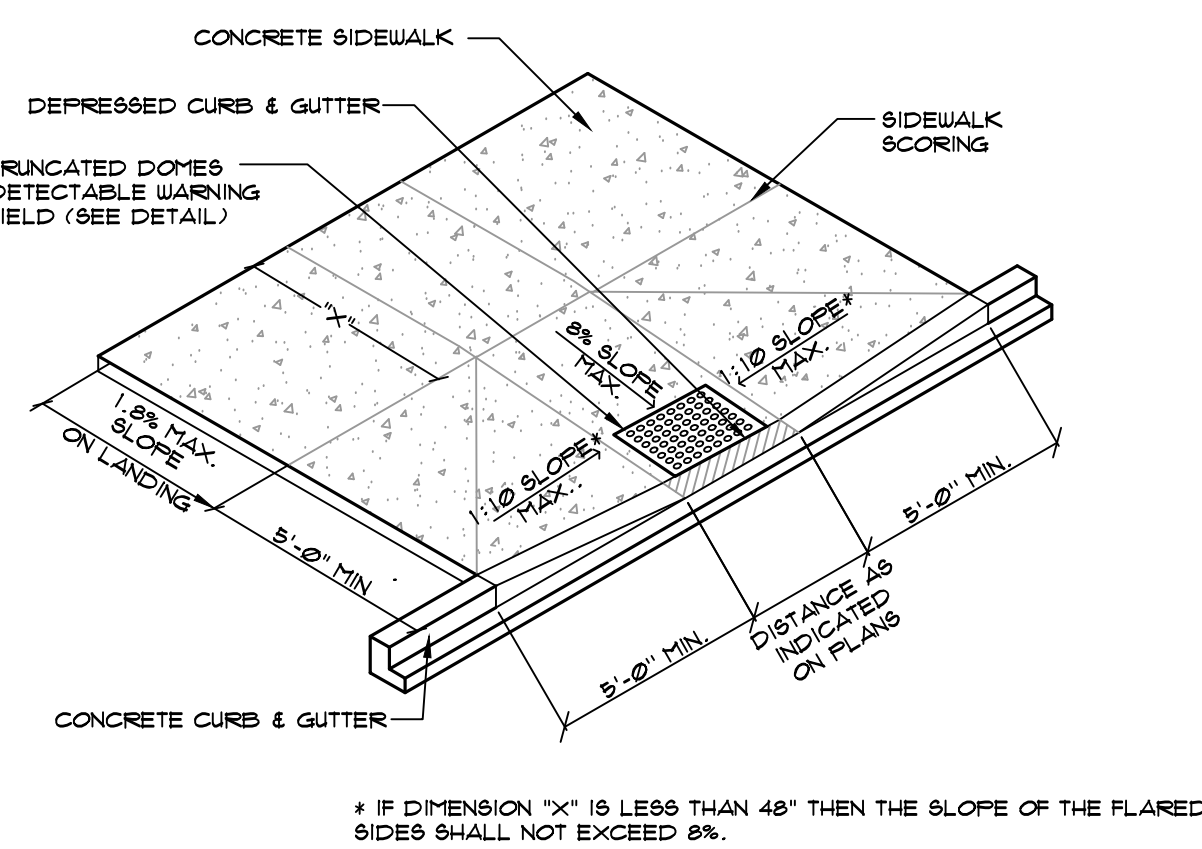
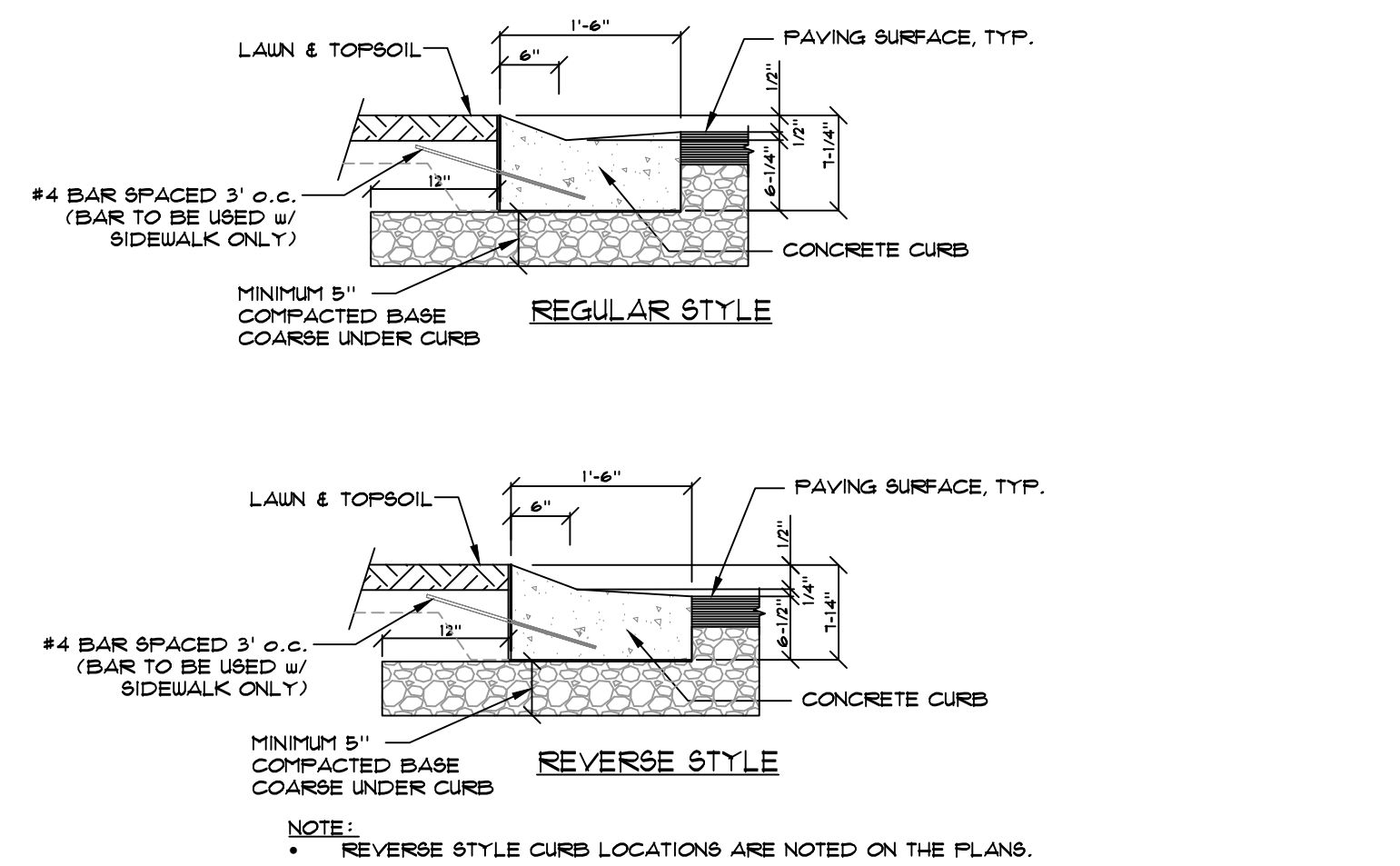
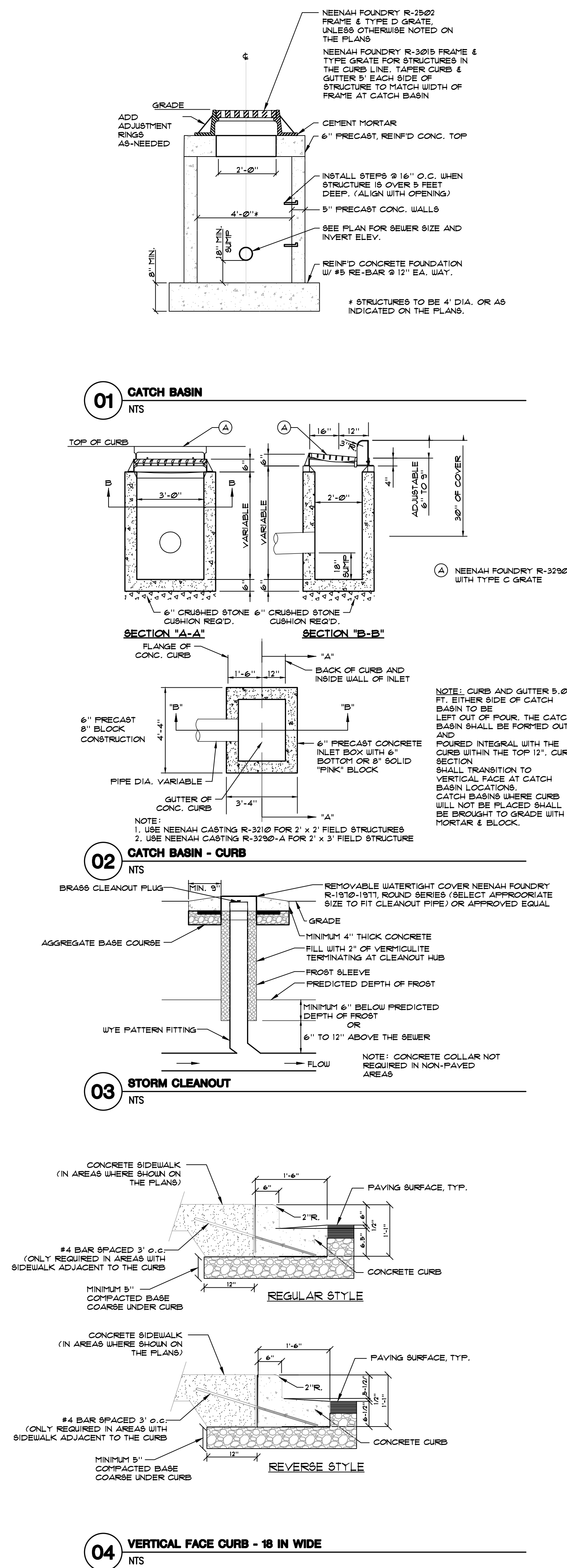
JULY 19, 2018

Project No.
18-1043.00

Sheet No.

C5.00

Packet Pg. 137



TAPCO
TRAFFIC & PARKING CONTROL COMPANY

The business of safety since 1956

1-800-236-0112



Pineapple Finial for Pole Top
TAPCO SKU: 203-00700

Price: **\$22.00**

Post/Pole Diameter: **2.375 in**

[Enlarge Image](#)

Add a distinctive accent to the posts in your neighborhood, downtown or development. Produced from sand-cast aluminum, our finials are powder-coated gloss for durability. Finials are sized for 2 3/8", 3" and 4" poles and are secured with three stainless steel set screws (included).

- Optional vandal-resistant pin screws
- Custom colors are available
- Square post options are available

Specifications for selected SKU: 203-00700

Material	Aluminum
Shape	Pineapple
Color	Black
Post/Pole Diameter	2.375 in

DISCLAIMER: Specifications are subject to change without notice. For additional specifications and details, please contact us!

TAPCO
TRAFFIC & PARKING CONTROL COMPANY

The business of safety since 1956

1-800-236-0112



Aluminum Mini Bases
TAPCO SKU: 203-00024

Price: **\$80.00**

Post/Pole Diameter: **2.375 in**

[Enlarge Image](#)

High grade cast aluminum bases complement poles, sleeves, luminaires and other components of your decorative streetscape projects.

- Painted gloss black, optional colors available for additional charge.
- Choose base that matches diameter of the fitted pole being used.

Mini Base for 2 3/8" Round Post, Vulcan Black Finish, Decorative Slip Over Base Improves Look

Specifications for selected SKU: 203-00024

Color	Black
Top Width	5 in
Post/Pole Diameter	2.375 in
Base Type	Mini Base
Bottom Width	9 in
Base Height	7.75 in

DISCLAIMER: Specifications are subject to change without notice. For additional specifications and details, please contact us!

TAPCO
TRAFFIC & PARKING CONTROL COMPANY

The business of safety since 1956

1-800-236-0112



V-Loc® Post Anchor for Round 2 3/8" Posts
TAPCO SKU: 034-00003

Price: **\$30.20**

Ground Type: **Standard Soil**

Leg Length: **24 in**

[Enlarge Image](#)

State of the art, reusable breakaway anchors allow you to replace posts in a matter of a few minutes. The V-Loc® anchor socket can be installed into concrete, asphalt or dirt safely by one person, by either hand or power driver. Once the anchor is installed, simply insert the post, and drive in the patented wedge, which will lock the post into place without the need for any additional hardware. The V-Loc® requires no concrete in the soil. 35-VR1 for concrete with wedge included. 23-VR2, for 2 3/8" round posts going into standard soil, includes wedge and 24" long anchor.

Specifications for selected SKU: 034-00003

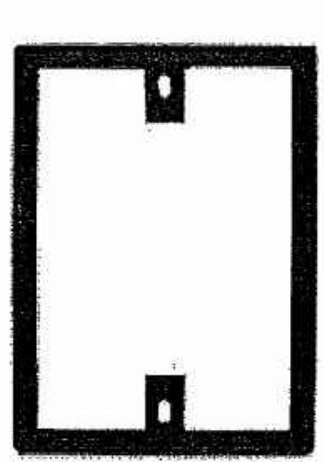
Weight	12.80 lb
Model Number	23-VR2
Ground Type	Standard Soil
Post/Pole Diameter	2.375 in
Post/Pole Type	Round
Leg Length	24 in

DISCLAIMER: Specifications are subject to change without notice. For additional specifications and details, please contact us!

TAPCO
TRAFFIC & PARKING CONTROL COMPANY

The business of safety since 1956

1-800-236-0112



Rectangular SignSurround Frame
TAPCO SKU: 034-01824

Price: **\$49.00**

Sign Width: **18 in**

Sign Height: **24 in**

[Enlarge Image](#)

Accent your signs with TAPCO's decorative SignSurround™ Sign Frames. They are constructed of 1" wide, 28" thick welded aluminum, and powder-coated gloss black. The octagon SignSurround™ frame accommodates sharp 40° angle corners, while the diamond, triangular and rectangle frames have standard radius corner signs.

Specifications for selected SKU: 034-01824

Material	Aluminum
Height	24 in
Width	18 in
Gauge	1/8 in
Color	Black
Sign Width	18 in
Sign Height	24 in

DISCLAIMER: Specifications are subject to change without notice. For additional specifications and details, please contact us!

TAPCO
TRAFFIC & PARKING CONTROL COMPANY

The business of safety since 1956

1-800-236-0112



Smooth Black Aluminum Poles
TAPCO SKU: 203-00116

Price: **\$79.00**

Wall Thickness: **.109"**

Post/Pole Diameter: **2.375 in**

[Enlarge Image](#)

Smooth Poles: These smooth, round poles will give your streetscape a classic contemporary look. They are made of high-strength aluminum for lasting durability. These poles are available in 2 3/8" and 4" outside diameters to match with our luminaires, bases, brackets, finials and hardware.

TAPCO's standard round poles have a gloss black powder-coat finish. Custom lengths and colors are available. For direct burial mounts be sure to add 5 feet or more to desired height, or use a V-Loc® breakaway anchor. Heavier fixtures and softer soils require deeper pole burial depths.

Specifications for selected SKU: 203-00116

Material	Aluminum
Length	12 ft
Color	Black
Wall Thickness	.109"
Post/Pole Diameter	2.375 in

DISCLAIMER: Specifications are subject to change without notice. For additional specifications and details, please contact us!

TAPCO
TRAFFIC & PARKING CONTROL COMPANY

The business of safety since 1956

1-800-236-0112



SignBacker™ Rectangular Panels
TAPCO SKU: 203-90051

Price: **\$45.00**

Sign Width: **12 in**

Sign Height: **18 in**

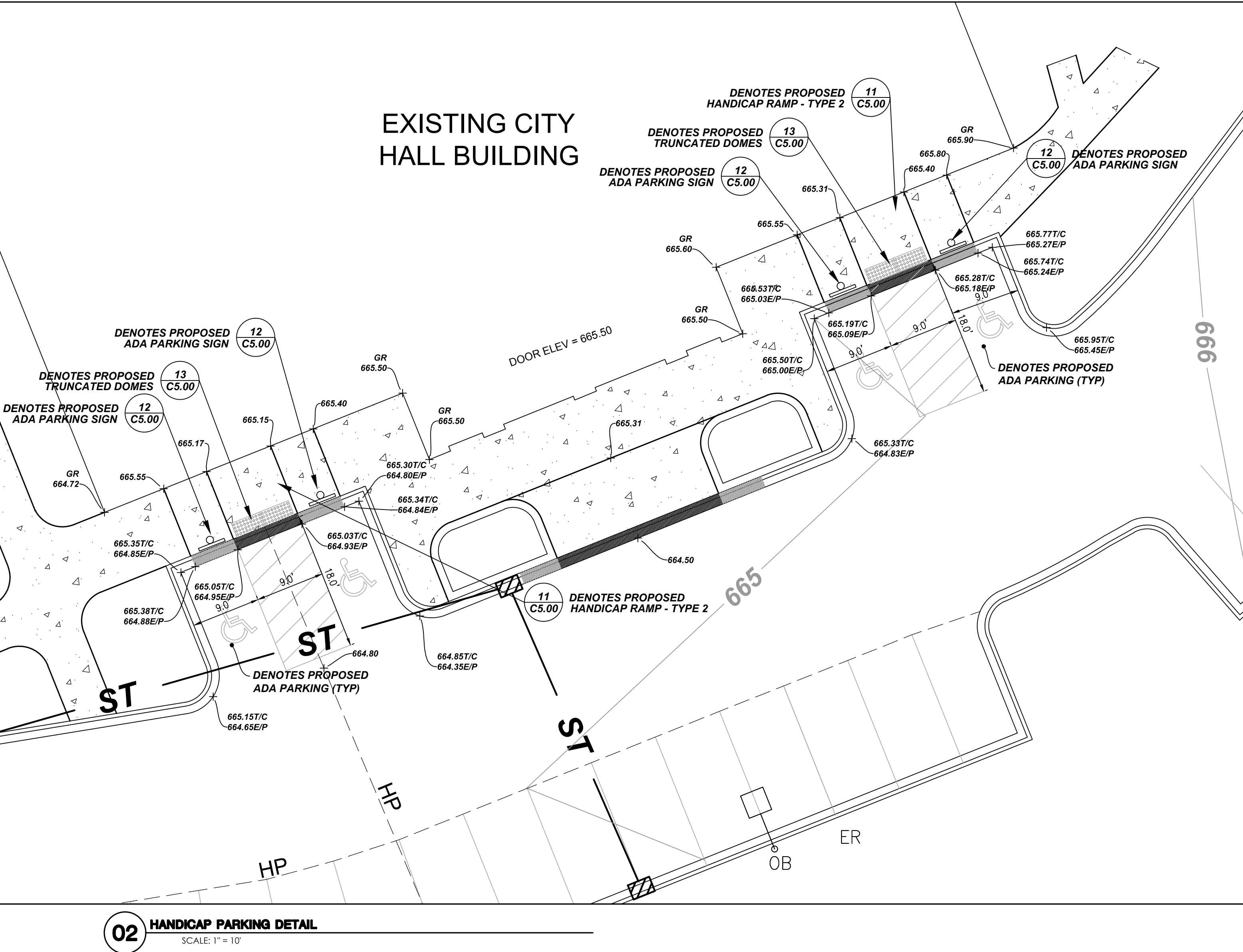
[Enlarge Image](#)

In addition to upgrading the look of your signage, SignBacker™ panels add rigidity and strength. Made from .060 thick aluminum pre-drilled with holes to fit any standard sign and powder coated 60% gloss black. Install with black mounting brackets and hardware (sold separately) and you will have a top notch assembly. Custom sign backers are also available.

Specifications for selected SKU: 203-90051

Material	Aluminum
Height	15 in
Width	9 in
Gauge	2/25 in
Color	Black
Sign Width	12 in
Sign Height	18 in

DISCLAIMER: Specifications are subject to change without notice. For additional specifications and details, please contact us!





GENERAL RENOVATION/DEMOLITION NOTES:

1. ELECTRICAL DRAWINGS ARE BASED ON THE BEST INFORMATION AVAILABLE. FOR AREAS BEING REMODELED, WORK SHOWN REFLECTS INFORMATION SHOWN ON AS-BUILT PLANS AND FIELD OBSERVATION; IT IS NOT GUARANTEED 100% ACCURATE. THE CONTRACTOR MUST FIELD VERIFY CONDITIONS AND MAKE NECESSARY ADJUSTMENTS WITHOUT EXTRA COSTS TO THE PROJECT TO SUIT ACTUAL NEEDS.
2. THE CONTRACTOR SHALL REWIRE/ROUTITE/RELOCATE, AS REQUIRED DUE TO CONSTRUCTION, ALL EXISTING CIRCUITS AND EQUIPMENT WHICH ARE TO CONTINUE IN OPERATION.
3. MAINTAIN THE INTEGRITY OF ALL SYSTEMS AFFECTED BY THE REMOVAL OR ADDITION OF ELECTRICAL DEVICES AND CONTROLS IN REMODELED AREAS.
4. PROVIDE COMPLETE UPDATED DIRECTORIES FOR ALL PANELS AND SWITCHBOARD AFFECTED BY CONSTRUCTION. BREAKERS RELIEVED FROM DUTY AND NOT BEING USED SHALL BE SWITCHED OFF AND LABELED "SPARE".
5. CIRCUITS INDICATED ARE INTENDED TO DENOTE WHICH DEVICES/FIXTURES ARE TO BE WIRED TO A COMMON CIRCUIT BREAKER, AND NOT ITS POSITION IN THE PANEL. UTILIZE RELIEVED/SPARE CIRCUIT BREAKER MOUNTING SPACES, PROVIDE CIRCUIT BREAKERS AS REQUIRED. REBALANCE LOADS BETWEEN PHASES (MAX. 7.5%) UPON COMPLETION OF WIRING.
6. ELECTRICAL RACEWAYS AND BOXES SHALL BE CONCEALED IN CEILING CAVITY OR IN WALLS. EXPOSED RACEWAYS ARE NOT ACCEPTABLE UNLESS SPECIFICALLY INDICATED AND/OR APPROVED BY A/E.
7. IN ALL LOCATIONS WHERE RE-USE OR EXTENDING OF AN EXISTING CIRCUIT IS INDICATED ON THE PLANS, THE CONTRACTOR SHALL VERIFY THAT THE EXISTING CIRCUIT HAS ENOUGH CAPACITY TO HANDLE THE ADDITIONAL LOAD. IF REQUIRED CAPACITY DOES NOT EXIST, THE CONTRACTOR SHALL EXTEND A NEW CIRCUIT TO FEED THE NEW EQUIPMENT. NO MORE THAN 6 DUPLEX RECEPTACLES SHALL BE ON ONE CIRCUIT.
8. REMOVE AND REPLACE EXISTING CEILING TILE REQUIRED FOR INSTALLATION OF CONDUITS AND CABLES. COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR.
9. THE CONTRACTOR SHALL NOTE THAT THE EXISTING BUILDING WILL REMAIN IN SERVICE DURING CONSTRUCTION. AREAS OF THE BUILDING WILL BE VACATED AS REQUIRED TO FACILITATE CONSTRUCTION. PROCEED WITH THE COMPLETION OF THE WORK IN SUCH A MANNER AS TO CAUSE THE LEAST POSSIBLE INTERFERENCE WITH OWNER'S OPERATION. ALL WORK SHALL BE DONE IN A MANNER AND TIME ACCEPTABLE TO OWNER. OUTAGES AND OTHER WORK RENDERING EXISTING EQUIPMENT INOPERATIVE, SUCH AS BUT NOT LIMITED TO THE FIRE ALARM SYSTEM SHALL BE HELD TO A MINIMUM. PRIOR ARRANGEMENTS FOR EACH SHALL BE MADE WITH OWNER AND SHALL BE ACCEPTABLE AS TO TIME AND DURATION. ALL SHUTDOWNS SHALL BE COORDINATED WITH OWNER 2 WEEKS IN ADVANCE. ALL EXISTING SYSTEMS BEING MODIFIED SHALL BE OPERABLE WHEN CONTRACTOR MODIFYING THE SYSTEM IS NOT ON-SITE.
10. THE CONTRACTOR SHALL DO THE NECESSARY DEMOLITION WORK IN THE AFFECTED AREAS INCLUDING THE REMOVAL OF LIGHTING FIXTURES, LAMPS, WIRING, ACCESSIBLE CONDUIT, AND ELECTRICAL EQUIPMENT. IN ADDITION, PRECEDING DEMOLITION WORK, HE SHALL DE-ENERGIZE ALL CIRCUITS IN THE AFFECTED AREAS AND WHERE WIRING IS ROUTED THROUGH THESE AREAS SERVING AREAS OF THE BUILDING REMAINING IN SERVICE, PROVIDE TEMPORARY AND/OR PERMANENT WIRING AS REQUIRED. ALSO, WHERE NECESSARY TO MAINTAIN SERVICE IN OTHER AREAS, PROVIDE NECESSARY AND REQUIRED SOURCES OF POWER AND TEMPORARY WIRING. REMOVE ALL CONDUIT AND WIRING OF EQUIPMENT BEING REMOVED AND/OR ABANDONED BACK TO SOURCE. REMOVE ALL LOW-VOLTAGE CABLES NOT BEING REUSED.
11. JUNCTION BOXES INSTALLED IN EXTERIOR WALLS SHALL NOT PENETRATE THE VAPOR BARRIER. IF THE INTEGRITY IS SACRIFICED THEN THE BARRIER SHALL BE REPAIRED TO ITS ORIGINAL RATING.
12. ANY EXISTING CODE VIOLATIONS CONCEALED DURING PRE-BID WALK THROUGH SHALL BE BROUGHT TO A/E'S ATTENTION FOR EVALUATION. ANY EXISTING CODE VIOLATIONS EXPOSED TO VIEW SHALL BE THE RESPONSIBILITY OF THE E.C. TO CORRECT AT NO ADDITIONAL CHARGE TO OWNER.
13. ALL NEW CIRCUIT BREAKERS BEING INSTALLED IN EXISTING PANELS SHALL MATCH EXISTING BREAKERS INCLUDING AIC RATINGS.
14. ELECTRICAL CONTRACTOR SHALL PROVIDE PROPER GROUNDING AND BONDING PER DETAILS AND SPECIFICATIONS. ALL GROUNDING AND BONDING LOCATIONS SHALL BE VERIFIED WITH THE POOL CONTRACTOR PRIOR TO COMMENCING WORK. REFER TO NEC ARTICLE 680 FOR MORE INFORMATION.

SYMBOLS LIST NOTE:

ANY SYMBOLS UTILIZED ON THE FLOOR PLANS NOT OTHERWISE ON THE SYMBOLS LIST SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEERS PRIOR TO BIDDING FOR CLARIFICATION.

LIGHTING

- LED LINEAR IN-GRADE FIXTURE
- LED POLE MOUNTED LIGHT FIXTURE - SIDE ARM

MISCELLANEOUS SYMBOLS

- INDICATES DETAIL NUMBER
- SEE DETAIL
- INDICATES SHEET NUMBER
- INDICATES NOTE NUMBER
- SEE NOTE
- INDICATES SHEET NUMBER

ABBREVIATIONS

A/E	ARCHITECT/ENGINEER	I	INSTALLED
AF	AMP FUSE	IU	INTEGRAL TO UNIT
AFC	AVAILABLE FAULT CURRENT	KW	KILOWATT
AFF	ABOVE FINISHED FLOOR	LIG	LAY-IN GRID
ARCH	ARCHITECT	LIC	LOCATION
AFG	ABOVE FINAL GRADE	LTC	LIGHTING
AR	AS REQUIRED	MAG	MAGNETIC STARTER
AS	AMP SWITCH	MAN	MANUAL STARTER
B	JUNCTION BOX	MC	MECHANICAL CONTRACTOR
BKR	BREAKER	MCB	MAIN CIRCUIT BREAKER
BFG	BELOW FINAL GRADE	MLO	MAIN LUGS ONLY
C	MOUNTED 6" ABOVE COUNTER	MSB	MAIN SWITCHBOARD
CAB	CABINET	MTD	MOUNTED
CB	CIRCUIT BREAKER	NU	NEAR UNIT
cd	CANDELA	NIC	NOT IN CONTRACT
CKT	CIRCUIT	O	OTHERS
CLG	CEILING	OC	ON CENTER
COMB	COMBINATION STARTER W/DISCONNECT SWITCH	ORS	OVER RIDE SWITCH
CONC	CONCRETE	OU	ON UNIT
CP	CONTROL PANEL	P	POLE
CS	COMBINATION STARTER/DISC. SWITCH	PC	PHOTOCELL
D	DISCONNECT SWITCH	PEND	PENDANT
DISC	DISCONNECT SWITCH	PLBG	PLUMBING CONTRACTOR
DN	DOWN	PNL	PANEL
DNLT	DOWN LIGHT	PB	PUSH-BUTTON
DWC	ELECTRIC WATER COOLER	R	RECEPTACLE
E.C	ELECTRICAL CONTRACTOR	REC	RECESSED
ELEV	ELEVATION	SS	SWITCH STATION
EMT	ELECTRICAL METALLIC TUBING	SURF	SURFACE
ENT	ELECTRICAL NON-METALLIC TUBING	SUSP	SUSPENDED
ER	EXISTING TO BE REMOVED	SW	SWITCH
EXP	EXPOSED	TC	TIME CLOCK
EXR	EXISTING IN NEW LOCATION	TCC	TEMPERATURE CONTROL
EX	EXISTING TO REMAIN		CONTRACTOR
F	FURNISHED	TYP	TYPICAL
FIXT	FIXTURE	UM	UNIT MANUFACTURER
FLUOR	FLUORESCENT	VER	VERIFY
G.C.	GENERAL CONTRACTOR	VFD	VARIABLE FREQUENCY DRIVE
GFI	GROUND FAULT INTERRUPTING	W	WIRED
GRC	GALVANIZED RIGID CONDUIT	WP	WEATHERPROOF
GYP	GYPSUM BOARD	XFMR	TRANSFORMER
HOA	HAND-OFF-AUTO SELECTOR SWITCH		
HP	HORSEPOWER		
HVAC	HEATING, VENTILATING, AND		
HV	AIR CONDITIONING CONTRACTOR		
HW	HEAVYWALL		



MEQUON CIVIC CAMPUS
PARKING LOT IMPROVEMENTS

Revisions

SCALE:

SYMBOLS,
ABBREVIATIONS
AND NOTES

SHEET INDEX

EL	SYMBOLS, ABBREVIATIONS AND NOTES
ES1.0	ELECTRICAL SITE PLAN

JULY 19, 2018

Project No.
18-1043.00

Sheet No.

EL

Revisions

SCALE:

**ELECTRICAL
SITE PLAN**

JULY 19, 2018

Project No.
18-1043.00

Sheet No.

ES1.0

Packet Pg. 140

ELECTRICAL SITE PLAN

1" = 20'-0"

CALCULATION NOTES:

1. 1.95fc AVG, 6.0fc MAX, 0.10fc MIN, 60-1 MAX-MIN.
2. THE RESULTS OF THIS STUDY ARE TO BE VIEWED ONLY AS AN INDICATION OF POSSIBLE PERFORMANCE DUE TO VARIATIONS IN MODULES, DRIVERS, MANUFACTURING, LINE VOLTAGE, ETC. A GUARANTEED LEVEL OF PERFORMANCE IS NOT POSSIBLE AND IS NOT REPRESENTED BY THIS ANALYSIS.



TYPES "OA", "OB", "OC"

NO SCALE

NOTES:

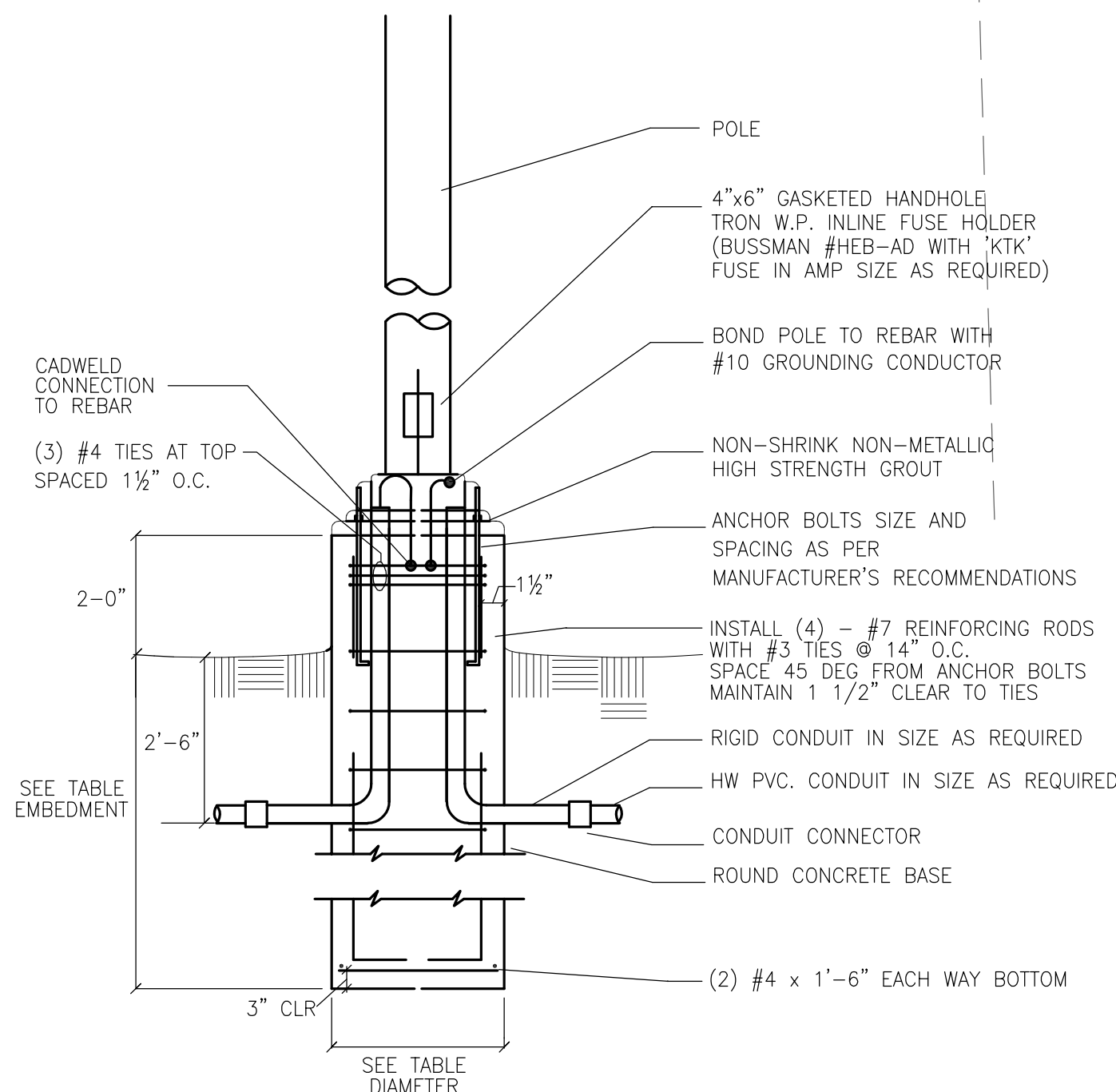
1. TYPE "OA": SINGLE LUMINAIRE ON 18"H SQ. POLE/2"H AFG RND. CONC. BASE, 12,000+ LUMENS, 113 WATTS, 4000 KELVIN, TYPE III DIST., FULL CUTOFF, MCGRAW EDISON GLEON-AF-02-LED-T3-18"H SQ. POLE SERIES.
2. TYPE "OB": SINGLE LUMINAIRE ON 18"H SQ. POLE/2"H AFG RND. CONC. BASE, 12,000+ LUMENS, 113 WATTS, 4000 KELVIN, TYPE IV FWD. THROW DIST., FULL CUTOFF, MCGRAW EDISON GLEON-AF-02-LED-T4FT-18"H SQ. POLE SERIES.
3. TYPE "OC": DOUBLE LUMINAIRE ON 18"H SQ. POLE/2"H AFG RND. CONC. BASE, 12,000+ LUMENS, 113 WATTS, 4000 KELVIN, TYPE IV WIDE THROW DIST., FULL CUTOFF, MCGRAW EDISON (2)GLEON-AF-02-LED-14W-18"H SQ. POLE SERIES.

TYPE "OD"

NO SCALE

NOTES:

1. TYPE "OD": IN-GRADE LINEAR RGBW COLOR-CHANGING FIXTURE, 40"Lx3.5"Wx5"D, INTEGRAL DRIVER, 40 WATTS, DMX CONTROL, BECA 77849 SERIES.



POLE BASE DETAIL

NTS

- NOTES:
1. DIMENSIONS GIVEN ARE MINIMUM. PROVIDE POLE BASE DIAMETER AND DEPTH AS REQUIRED IN ACCORDANCE WITH LOCAL SOIL AND WIND VELOCITY CONDITIONS.
 2. ALL LIGHTING POLE CONCRETE BASES SHALL BE LOCATED A MINIMUM OF 12 INCHES OFF THE FACE OF THE CURBING EDGE OF SIDEWALK OR CENTERED WITHIN AN ISLAND. IN ALL CASES, HOWEVER, FINAL LOCATIONS OF LIGHTING POLES MUST BE VERIFIED WITH THE ARCHITECT/ENGINEER PRIOR TO INSTALLATION.
 3. ALL DIMENSIONS POLE BASE ARE FOR BIDDING ONLY. POLE BASE SHALL MATCH THOSE AT EXISTING POLES, IF APPLICABLE.

POLE HEIGHT	BASE EMBEDMENT/DIAMETER			
	1 HEAD	2 HEAD	3 HEAD	4 HEAD
15'-0"	6'-5"/2'-0"	6'-5"/2'-0"	6'-5"/2'-0"	6'-5"/2'-0"
20'-0"	6'-5"/2'-0"	6'-5"/2'-0"	8'-0"/2'-0"	8'-0"/2'-0"
25'-0"	6'-5"/2'-0"	8'-0"/2'-0"	9'-0"/2'-0"	10'-0"/2'-0"
30'-0"	8'-0"/2'-6"	9'-0"/2'-6"	10'-0"/2'-6"	10'-0"/2'-6"

NOTES:
1. TABLE IS BASED ON SOIL BEARING PRESSURE OF 3000 PSF.
AND A LATERAL BEARING PRESSURE OF 200 PSF/FT.

TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: July 23, 2018
SUBJECT: Irgens Partners, LLC. The applicant is seeking building and site plan and certified survey map approval for the construction of two 38,000 sq. ft. single-story multi-tenant office buildings to be located at 12100 N. Corporate Parkway (East Mequon Corporate Center).

Applicant: Irgens Partners, LLC
Status of Applicant: Agent
Requested: Building and Site Plan
Final land Division Approval
Existing Zoning: B-4 (Business Park)
C-2 (Conservancy)
Land Use Plan: Business Park
Critical Environmental
Lot size: 5.10 acres
Location: 12100 N. Corporate Parkway
Tax Key: #15-017-10-015.00
District: #5

Background:

The applicant is seeking building and site plan approval for 12100 N Corporate Parkway. The applicant is proposing two 37,670 square feet multi-tenant buildings. The applicant is also seeking CSM approval. The land division would create two lots; Lot 1 is 4.456 acres and Lot 2 is 4.337 acres. The proposed buildings will be located on separate parcels. The applicant has indicated that the use is contemplated to be office.

B-4 District Standards:

The following table compares the proposed plan to the B-4 district standards:

District Regulations:	B-4:	North Building	South Building
Minimum Lot Area:	1 acre	4.456 acres	4.337 acres
Open Space Ratio:	40%	44.4%	42.8%
Maximum FAR:	30%	19.4%	19.9%
Maximum Building Height:	42 feet	21.3 feet	21.3 feet
Building Setback	95 feet	~247 feet	~247 feet
Building North Side Yard Offset:	20 feet	59.7 feet	28 feet
Building South Side Yard Offset:	20 feet	28 feet	59.8 feet
Building East Side Yard Offset:	20 feet	50 feet	50 feet
Minimum Parking Setback:	25 feet	65 feet	65 feet
Minimum Parking Offset South	20 feet	0 feet	27.9 feet

Minimum Parking Offset North	20 feet	28 feet	0 feet
Off-Street Parking:	189 stalls	189 stalls	189 stalls

Site Plan:

The proposed site plan for the development shows three access drives from Corporate Parkway. The 40 foot wide center driveway is located on both parcels and will be shared by both properties. There are 189 parking stalls proposed for each property. The parking meets the requirements for the proposed office use, which requires 1 stall per 200 square feet of gross leasable square feet. The applicant is requesting 9' x 18' parking stalls. The Planning Commission has the authority to waive the dimensional requirement. The Planning Commission has typically approved 9-foot width parking stalls in the past for similar developments.

The proposed buildings meet the setback and offset requirements. The parking lot meets the setback and offset requirements with the exception of the offset from the 40 foot wide shared driveway which is a zero foot offset between the parking areas. The Planning Commission has the authority to waive the parking offset requirement. Staff supports the waiver since the parking areas do not meet the offset requirements due to the shared access. As a conditional of approval, staff will require a shared access agreement to be approved by the City Attorney prior to recording of the CSM.

The open space area and FAR requirements were calculated for each proposed lot. The proposal meets the requirements of the district which require 40% open space and 30% FAR. The plan shows locations for dumpster enclosures. The applicant shall submit final dumpster enclosure details for staff review and approval.

Building Design:

The proposed 37,670 square foot, one story structures are identical in design. Both are shown to be constructed primarily of brick with storefront glazing on the east and west elevations and metal panel on the north and south elevations. The flat roof line combined with the use of light and dark gray brick, metal panel and wood-toned siding provides a contemporary design. Storefront glazing is proposed at grade level along all elevations. Dark gray metal panels are used on the two main entryways to break up the use of brick. Wood-toned siding is proposed for the interior walls of the entryway. Staff is supportive of the proposed materials and colors. Staff recommends more variation in height for the east and west elevations of both buildings. One solution offered is to increase the height of the areas adjacent to the main entrances to match the height of the secondary entrance (16.3 feet). This increase in height would apply to the immediate bay section on the plaza side (for both buildings) and two sections to the south (for the south building) and two sections to north (for the north building). Please see attached Exhibit A. Increasing the height adds variation to the one-story buildings while still maintaining the symmetry between the two developments. Staff also recommends introducing another material on the north and south elevations which are proposed to be constructed entirely of metal panel. Staff recommends adding brick instead of metal panels for the areas above the storefront windows.

Landscaping:

The landscape plan was submitted to the city's landscape architect consultant, Terry Higgins, for review. Based on the comments from the review, the plan meets the 30% parking lot shading requirement. The following comments shall be addressed on a revised landscape plan:

- Missing street trees shall be replaced with a minimum 3" caliper for every 30 feet of right-of-way.
- All proposed trees shall have a minimum 3" caliper.

- All coniferous trees shall have 7' height minimum.

Lighting:

A parking lot lighting plan was submitted and shows 11 parking lot lighting on each site. The lighting plan does not show the height of the proposed lighting. Per the zoning code, the parking lot lighting shall not exceed 16 feet in height. All lighting on site shall be full cut off. No lighting is shown on the structures. A final lighting plan, including a dispersion plan and fixture cut sheets, shall comply with the Zoning Code and shall be submitted to staff for review and approval.

Zoning District Standards:

The proposed certified survey map is consistent with the current zoning designation of B-4, requiring one (1) acre minimum lot size and 150 minimum average lot width and depth.

Site Conditions:

Access to both of the lots will be provided from Corporate Parkway. As a conditional of approval, staff will require a shared access agreement to be approved by the City Attorney prior to recording of the CSM. Wetlands appear to be present on site. A wetland delineation report with concurrence by the Wisconsin Department of Natural Resources (WDNR) is required.

Other Technical Corrections:

Engineering will provide a full technical review of the CSM.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comments:

The proposed site plan for the development shows three access drives from Corporate Parkway. The 40 foot wide center driveway is located on both parcels and will be shared by both properties. A Shared Access and Maintenance Agreement will be required for the shared driveway. The driveways are located more than 150 feet apart and are in conformance with the driveway spacing regulations.

The site is located within the City's sewer service area and connection to the public utility is required. There is currently sanitary sewer service and water service available on the site. The size of the buildings will require a remote fire department connection (FDC). Fire hydrants are required within 150 feet of an FDC and no fire hydrants are currently proposed on the plans. The City of Mequon Water Utility does not allow private fire hydrants. Watermain would be required to be extended to any hydrant located prior to the water meter. Public watermain requires an easement as well as a Water Service Transfer Agreement.

Wetlands appear to be present on site. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are potentially present. A wetland delineation report with concurrence by the Wisconsin Department of Natural Resources is required. The boundary shall be shown on the CSM with applicable setbacks.

The site proposes an increase in impervious surface in excess of one half acre and site disturbance of greater than an acre therefore requires a stormwater management plan (SWMP). The proposed site will be required to provide additional stormwater management to meet the current City of Mequon, WDNR and MMSD criteria. The two sites are required to either meet the SWMP criteria on their own or enter into a Development Agreement (DA) and shared stormwater maintenance and easement agreement. The DA and the shared stormwater

maintenance and easement agreement would define the responsibilities of the owners in relation to the shared facilities.

The site proposes land disturbance in excess of one acre, therefore a City erosion control permit is required. Evidence of the WDNR required WRAPP permit shall also be provided for the site.

A Filling and Excavation permit is required. The total amount of filling and excavation is anticipated to be less than 1,000 cubic yards and would not require Planning Commission review.

Staff Recommendation:

Planning staff recommends approval of the building and site plan subject to the following conditions:

1. Staff review and approval of site, floor, elevation, lighting and landscaping plans.
2. Compliance with the Tree Ordinance.
3. Compliance with Street Tree requirements.
4. Staff review and approval of CSM.
5. Staff review and approval of dumpster enclosure details.
6. Staff review and approval of a dispersion plan and cut sheets for all proposed luminaries.
7. Missing street trees shall be replaced with a minimum 3" caliper for every 30 feet of right-of-way.
8. All proposed trees shall have a minimum 3" caliper.
9. All coniferous trees shall have 7' height minimum.
10. Revised landscape plans based on comments from landscape consultant's review.
11. A landscaping escrow equal to 125% of the improvement costs for installation of landscaping by a licensed contractor and an escrow equal to 25% of the landscape contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the applicant.
12. All ground-level and roof top mechanical equipment shall be well screened from public view with screening or landscaping.
13. Revised elevation plans showing increase in height for the following bays adjacent to the main entrance: one bay section on the plaza side (for both buildings) and two bay sections to the south (for the south building) and two bay sections to north (for the north building).
14. The applicant shall make any technical corrections to the final CSM.
15. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).
16. Engineering Division review and approval of grading, drainage, sanitary sewer, watermain, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
17. Applicant shall provide the wetland delineation report and add the wetland boundary to the face of the CSM, including applicable setbacks.
18. If the wetland delineation creates any technical issues, a revised CSM may be required and may require Planning Commission approval.
19. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
20. Application for and approval of a City Filling and Excavation Permit.
21. Connection to public water and sanitary sewer.

22. Extension of the City watermain, an easement declaration and dedication, and execution of the associated Water Service Transfer Agreement if the proposed fire hydrant is located before the meter.
23. Approval of a storm water management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
24. Approval of a Development Agreement for shared stormwater facilities.
25. Approval and recording of a Shared Access Agreement.
26. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

Attachments:
Packet (PDF)



MILWAUKEE | CHICAGO | PHOENIX

MEMORANDUM

TO: City of Mequon Planning Commission

FROM: Karin Censky, representative of Irgens Partners, LLC

DATE: June 18, 2018

RE: East Mequon Corporate Park – Business Operation Plan

Irgens Partners, LLC, on behalf of an affiliated entity, is submitting plans to the City of Mequon Planning Commission for a project located at 12100 N. Corporate Parkway in Mequon, Wisconsin, in the East Mequon Corporate Center.

The project consists of the construction of two, approximately 38,000 square foot single-story, multi-tenant office buildings on an approximately 9-acre site. Concurrently, the site will be split via Certified Survey Map into two parcels.

A waiver is being requested with regard to required parking setbacks between the two sites. A variance is being requested to allow for nine-foot parking stalls.

It is contemplated that the construction will occur in phases, with the north building being constructed first.

Principal: Mark Irgens, CEO/Manager of Irgens Partners, LLC

Architect: Kahler Slater

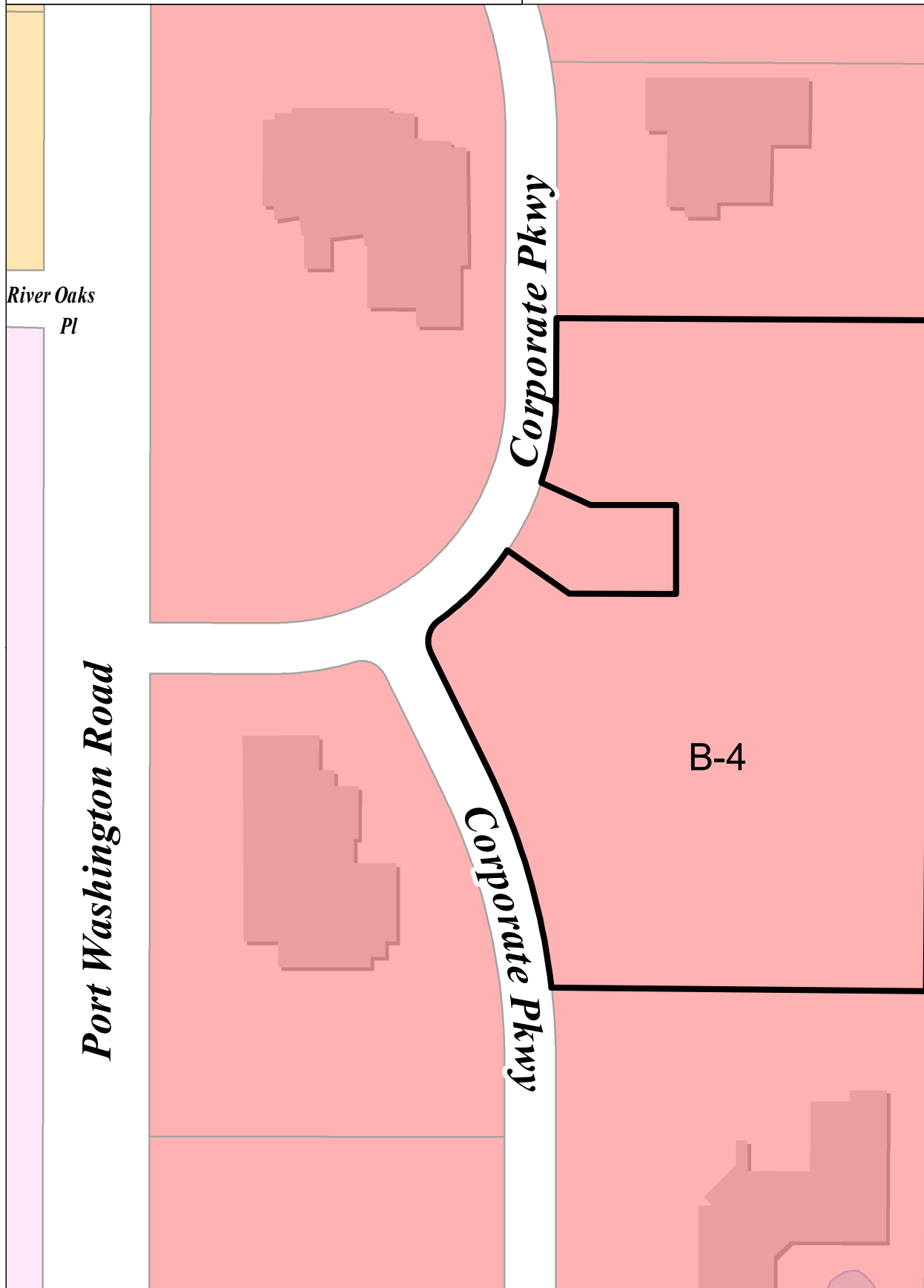
Civil Engineer: Sigma

Attachment: Packet (3387 : Irgen Partners, LLC)

Irgens Partners, LLC

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		

4.c.a



Attachment: Packet (3387 : Irgen Partners, LLC)

IRGENS | EAST MEQUON IV CORPORATE CENTRE
Aerial Map



Attachment: Packet (3387 : Irgen Partners, LLC)

N PORT WASHINGTON RD

N CORPORATE PARKWAY-1

HWY 43

North Parcel
Total: 194,997 SF = 4.456 Acres
Open Space: 86,268 SF = 1.98 Acres
Open Space Percentage: 44.4%
FAR: .194

Both Parcels
Total: 383,036 SF = 8.793 Acres
Open Space: 167,081 SF = 3.84 Acres
Open Space Percentage: 43.6%
FAR: .197

South Parcel
Total: 188,939 SF = 4.337 Acres
Open Space: 80,813 SF = 1.86 Acres
Open Space Percentage: 42.8%
FAR: .199

MONUMENT SIGN

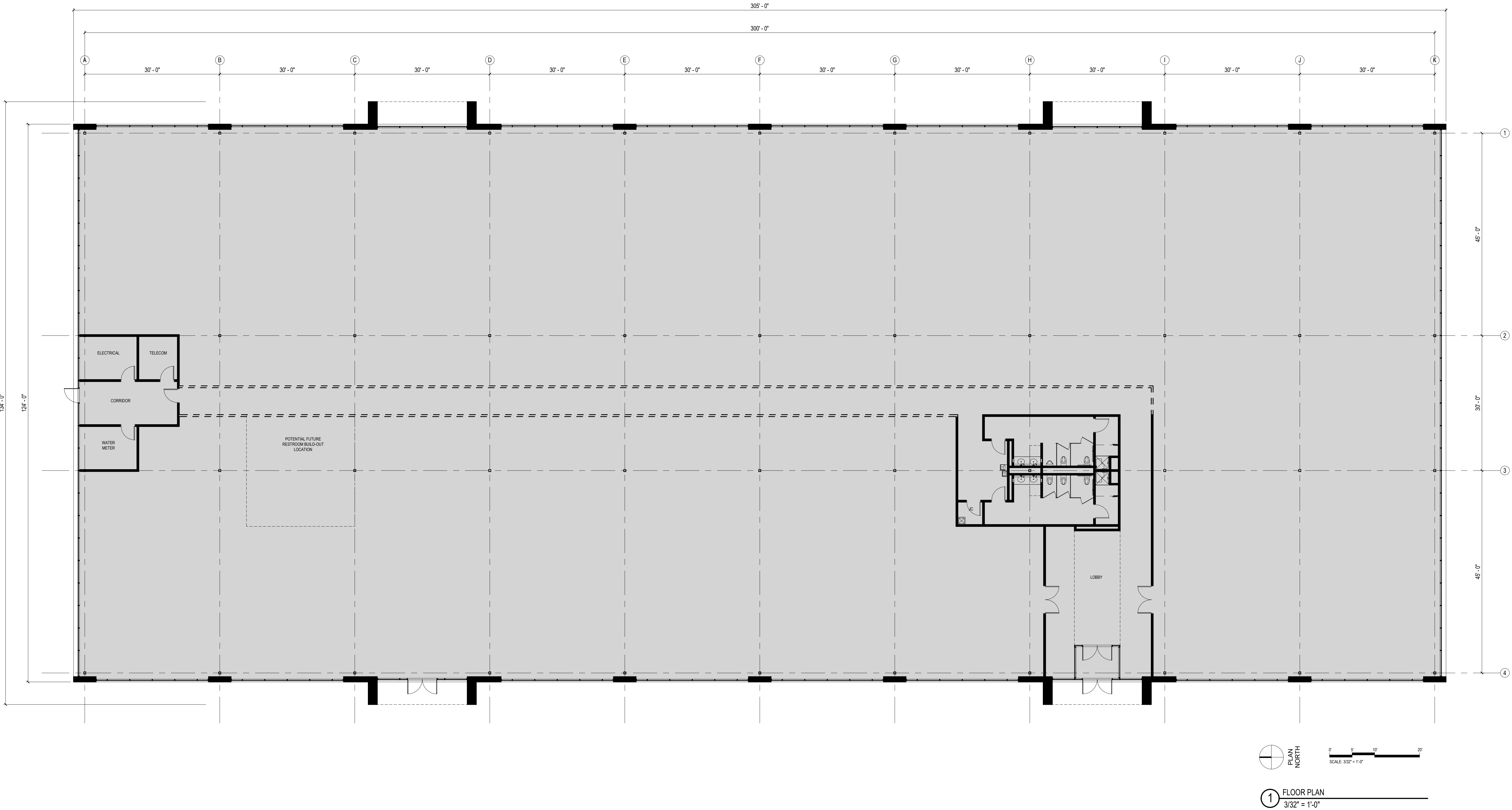
Property Line

1 SITE PLAN
1" = 50'-0"

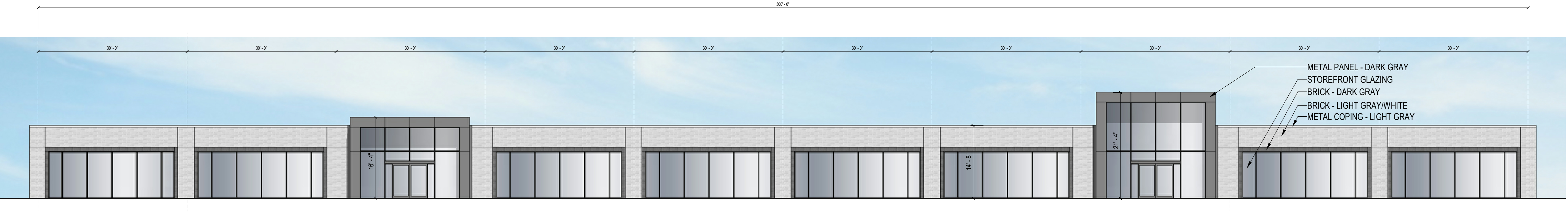
0'-0" 50'-0" 100'-0"



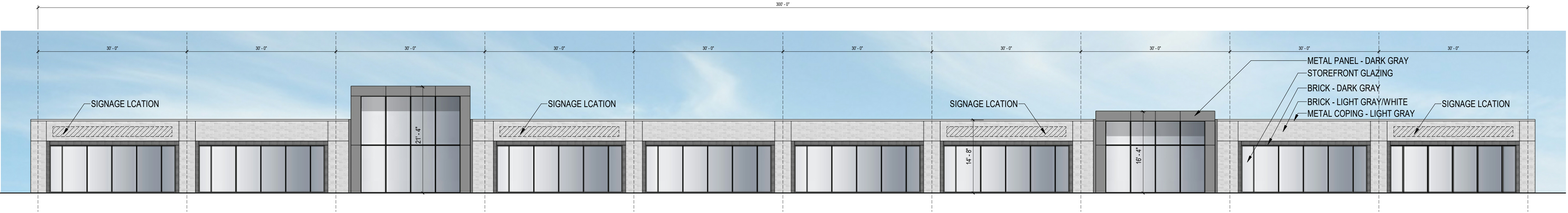
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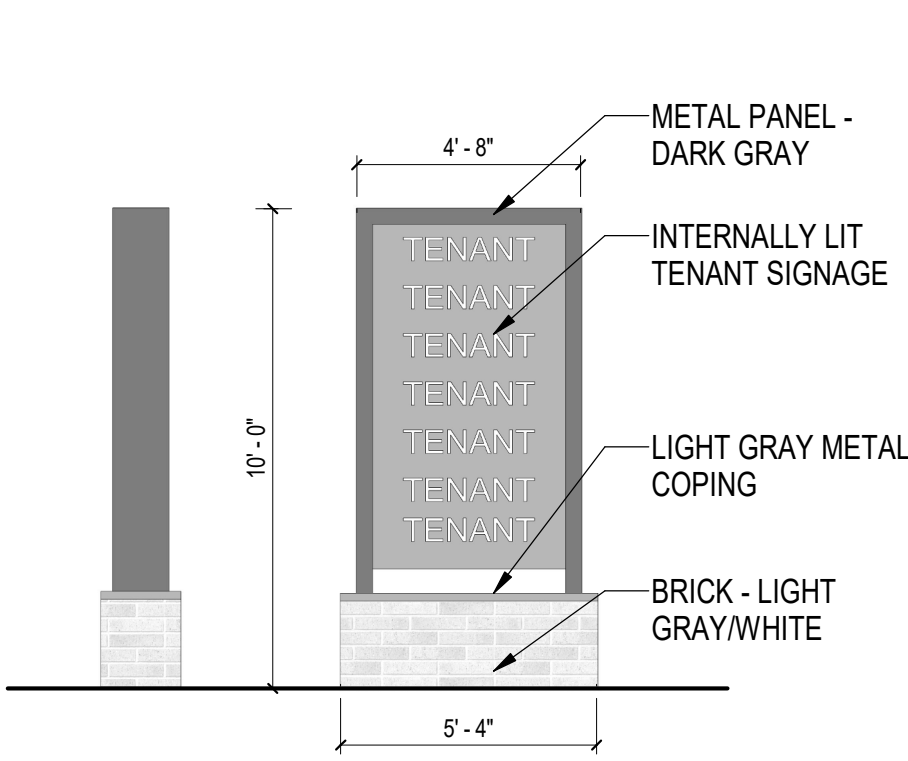
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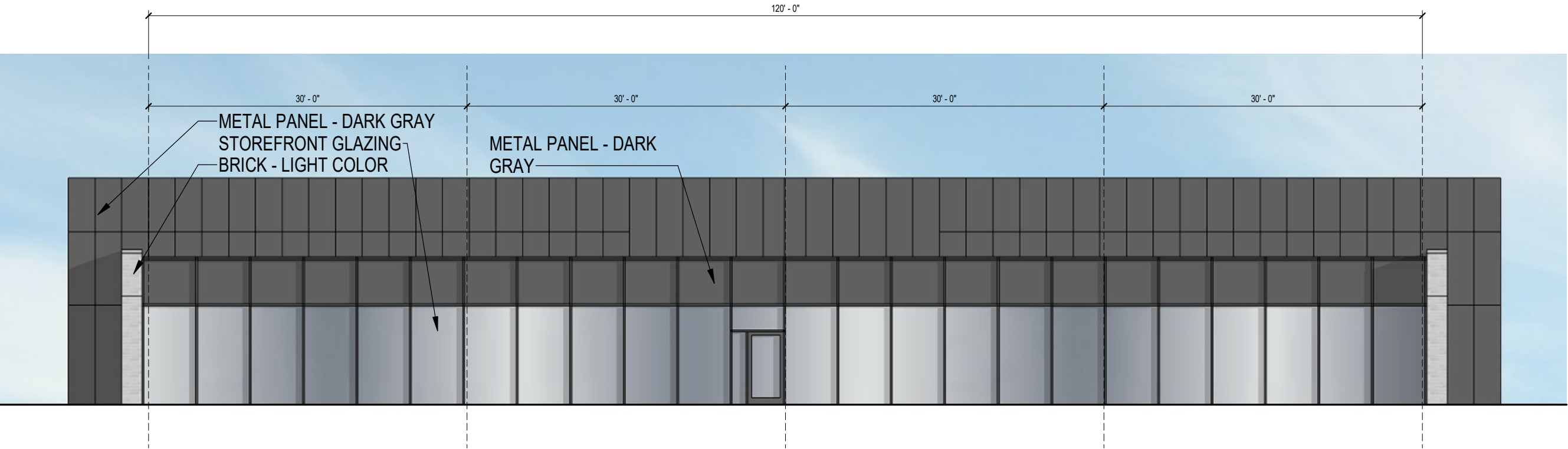
4 WEST ELEVATION
3/32" = 1'-0"



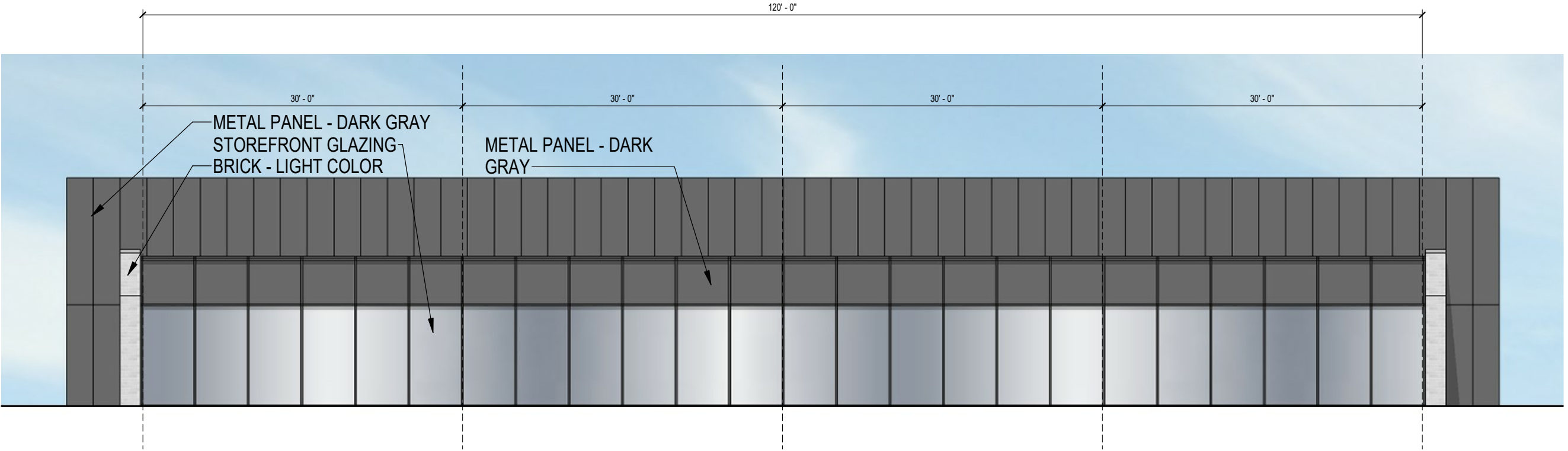
1 EAST ELEVATION
3/32" = 1'-0"



5 MONUMENT SIGN
1/4" = 1'-0"



2 NORTH ELEVATION
3/32" = 1'-0"



3 SOUTH ELEVATION
3/32" = 1'-0"

ELEVATIONS

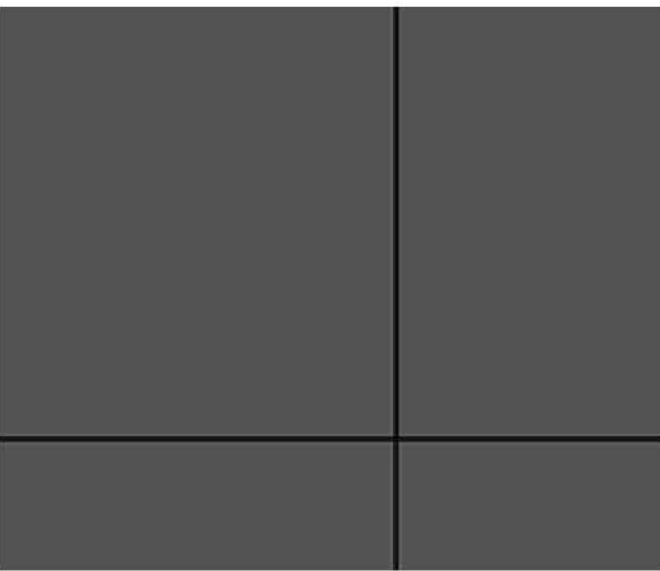
A002 | 06/18/18

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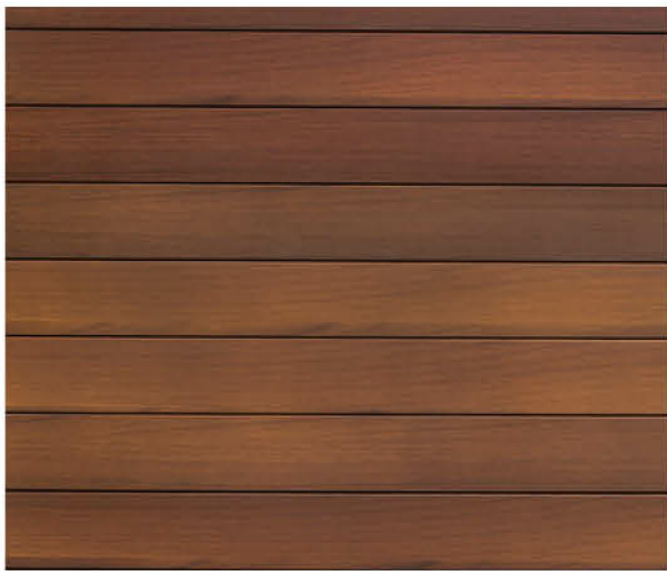
Kahler Slater

Irgens
EAST MEQUON CORPORATE CENTER

METAL PANEL - DARK GRAY



WOOD TONED SIDING



BRICK - LIGHT GRAY/WHITE



BRICK - DARK GRAY



LOW - E GLAZING



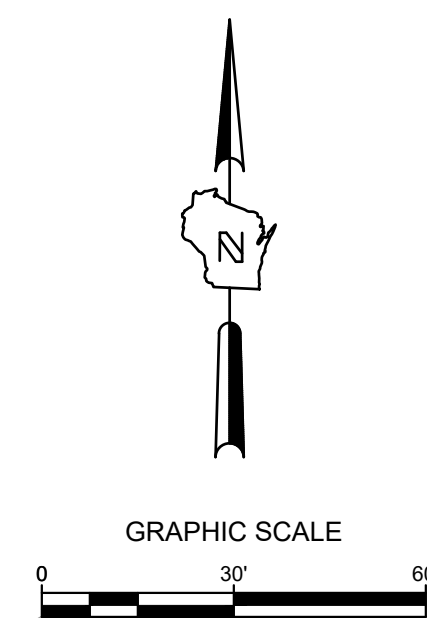
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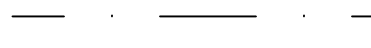
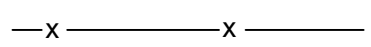
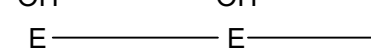
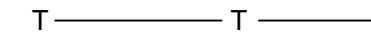
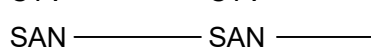
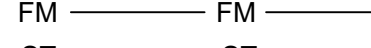
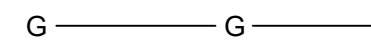
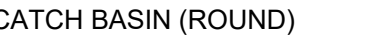
Irgens
EAST MEQUON CORPORATE CENTER

RENDERINGS

A003 | 06/18/18



LEGEND:

- | | |
|---|--------------------------|
|  | SECTION 1/4 SECTION LINE |
|  | PROPERTY LINE |
|  | EASEMENT |
|  | CHAIN LINK FENCE |
|  | TREE LINE |
|  | OVERHEAD UTILITY LINE |
|  | ELECTRIC |
|  | TELEPHONE |
|  | FIBER OPTIC |
|  | CABLE TV |
|  | SANITARY SEWER |
|  | FORCE MAIN |
|  | STORM SEWER |
|  | WATER MAIN |
|  | GAS |
| | EXISTING CONTOUR |
-
- | | | | |
|---|---------------------|---|--------------------------|
|  | MANHOLE |  | IRON PIPE FOUND/SET |
|  | CATCH BASIN |  | REBAR FOUND/SET |
|  | CATCH BASIN (ROUND) |  | CHISELED CROSS FOUND/SET |
|  | ROOF DRAIN |  | PK NAIL FOUND/SET |
|  | HYDRANT |  | SPIKE/NAIL |
|  | WATER VALVE |  | MONUMENT |
|  | GAS VALVE |  | BENCHMARK |
|  | UTILITY POLE |  | SIGN |
|  | GUY WIRE |  | DECIDUOUS TREE |
|  | GAS METER |  | CONIFEROUS TREE |
|  | ELECTRIC METER |  | BUSH |
|  | UTILITY PEDESTAL |  | POST |
|  | TRAFFIC SIGNAL | | |
|  | LIGHT POLE | | |
|  | SOIL BORING | | |
|  | MONITORING WELL | | |

GENERAL NOTES:

1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
2. VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. DRAWING IS BASED ON FIELD SURVEY COMPLETED BY THE SIGMA GROUP ON 4/10/2018.
4. DATUM FOR THE PROJECT SURVEY IS NAVD 83 BENCHMARK FOR THE PROJECT SURVEY IS A CONCRETE MONUMENT WITH BRASS CAP MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ SEC 17, T3, R22E. ELEVATION = 886.31.

SHEET INDEX

SHEET NO.	DESCRIPTION
C001	SITE SURVEY
C002	SITE PREPARATION AND EROSION CONTROL PLAN
C100	SITE PLAN
C200	GRADING PLAN
C300	UTILITY PLAN
C400	EROSION CONTROL DETAILS
C401	PAVING DETAILS
C402	MISCELLANEOUS DETAILS
C500	SPECIFICATIONS
C501	SPECIFICATIONS

SCHEMATIC DESIGN

Drawing Date
6/18/2018

EAST MEQUON
CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No.	Irgens
17297	00012

Sheet Title

SITE SURVEY

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Sheet No
C001

Packet Pg. 153

File: I:\rgens Development\17297 - Mequon Office Development\060 CAD\C - Civil\500 Production - Civil Plans\500 - Site Survey\500 - Site Survey.dwg 6/18/2018 12:07 PM

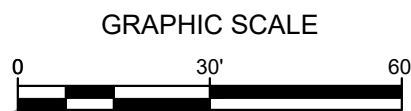


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"43" (ROW Varies)

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LEGEND:

- PROPOSED SILT FENCE (A C400)
- PROPOSED INLET PROTECTION (B C400)
- PROPOSED TRACKING PAD (C C400)
- PROPOSED DIVERSION SWALE WITH DIRECTION OF FLOW INDICATED (D C400)
- PROPOSED DITCH CHECK EROSION BALES (E C400)
- PROPOSED EROSION MATTING WISDOT APPROVED CLASS 1 TYPE A (F C400)
- EXISTING CONTOUR
- PROPOSED CONTOUR
- UTILITY REMOVAL
- STRUCTURE REMOVAL
- PAVEMENT REMOVAL
- TREE REMOVAL
- UTILITY REMOVAL

GENERAL NOTES:

- THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
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- WORK TO BE COMPLETED IS INDICATED IN BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
- ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT FOUNDATIONS, COLUMN LINES, LIGHT POLES, OR OTHER NON CIVIL SITE WORK. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.
- SEE SHEET XXX FOR A COMPLETE LIST OF EROSION CONTROL NOTES AND DETAILS. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO START OF LAND DISTURBING ACTIVITIES.
- DO NOT BEGIN LAND DISTURBING ACTIVITIES UNTIL AN EROSION CONTROL PERMIT IS OBTAINED FROM LOCAL JURISDICTION.



Revisions

SCHEMATIC DESIGN

Drawing Date
6/18/2018

EAST MEQUON
CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No. Irgens
17297 000123

Sheet Title
SITE PREPARATION
AND EROSION
CONTROL PLAN

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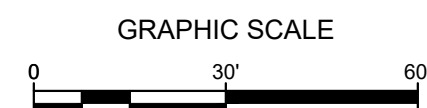
Sheet No.
C002

**PRELIMINARY
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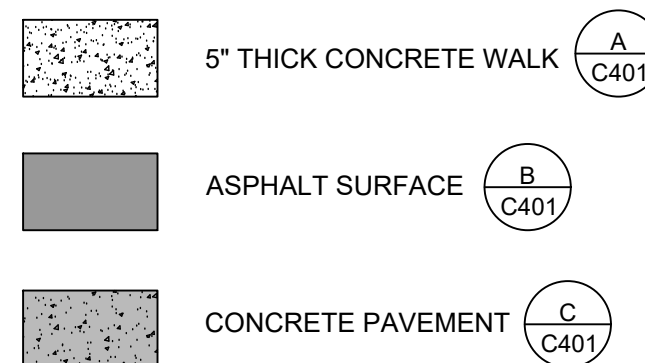


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MLW AREA 259-1181

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LEGEND:



GENERAL NOTES:

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5. DIMENSIONS ARE FROM FACE OF CURB OR EDGE OF PAVEMENT.
6. WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING BUT NOT LIMITED TO DRIVEWAY OPENINGS, SIDEWALK AND RAMPS, PAVING, AND CURB AND GUTTER SHALL BE COMPLETED PER MUNICIPAL AND/OR COUNTY REQUIREMENTS AND STANDARDS.



Revisions

SCHEMATIC DESIGN

Drawing Date
6/18/2018

EAST MEQUON CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No. Irgens
17297 000123

Sheet Title
SITE PLAN

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Sheet No.
C100

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SITE INFORMATION:

TOTAL SITE = 8.79 AC
 TOTAL DISTURBED AREA = 5.99 AC
 EXISTING IMPERVIOUS AREA = 0.00 AC
 PROPOSED IMPERVIOUS AREA = 5.05 AC
 PROPOSED GREENSPACE PERCENTAGE = 41.3%
 TOTAL PARKING = 378
 PROPOSED HANDICAP PARKING = 12
 PARKING RATIO = 5.0 STALLS PER 1,000 SF BUILDING

PROPOSED MONUMENT SIGN (SEE
ARCHITECT PLANS FOR DETAIL)

DETENTION POND A
19,700 SF
NWL = 679.5
HWL = 683.5

DETENTION POND B
16,250 SF
NWL = 674.5
HWL = 678.5

PROPOSED TRASH ENCLOSURE (SEE
ARCHITECT PLANS FOR DETAIL)

PROPOSED
1 STORY OFFICE BUILDING
37,670 SF
FFE = 686.5

VAN ACCESSIBLE SPOT

WHEEL STOP, TYP.

TYPE 1 HANDICAP RAMP, TYP.

18' x 9' STALL, TYP.

PLAZA

VAN ACCESSIBLE SPOT

PROPOSED
1 STORY OFFICE BUILDING
37,670 SF
FFE = 686.5

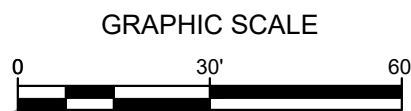
HANDICAP SIGN, TYP.

PROPOSED TRASH ENCLOSURE (SEE
ARCHITECT PLANS FOR DETAIL)

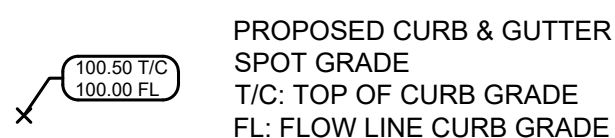
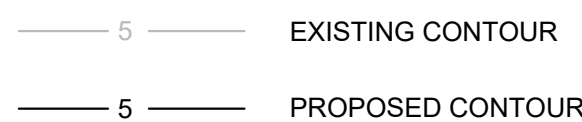
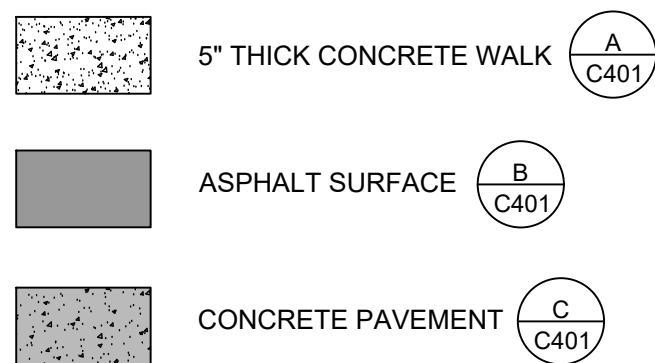


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LEGEND:



GENERAL NOTES:

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7. EARTHWORK SHALL BE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.



Revisions

SCHEMATIC DESIGN

Drawing Date
6/18/2018

EAST MEQUON
CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No. Irgens
17297 000123

Sheet Title
GRADING PLAN

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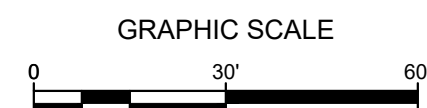
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File: Irgens Development\17297 - Mequon Office Development\060 CAD\0 - Grading Plan.dwg 6/18/2018 12:08 PM



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LEGEND:

- W --- PROPOSED WATER SERVICE
- SAN --- PROPOSED SANITARY SERVICE
- ST --- PROPOSED STORM SEWER
- E --- PROPOSED ELECTRICAL SERVICE
- T --- PROPOSED TELEPHONE SERVICE
- G --- PROPOSED GAS SERVICE
- PERFORATED UNDERDRAIN
- PROPOSED STORM INLET
- PROPOSED STORM MANHOLE
- PROPOSED SANITARY MANHOLE

GENERAL NOTES:

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- ALL UTILITIES WITHIN 5 FEET OF PAVED AREAS SHALL REQUIRE GRANULAR BACKFILL. SLURRY BACKFILL IS REQUIRED FOR ALL WORK IN PUBLIC RIGHT OF WAY.
- PRIVATE STORM INLETS IN PAVEMENT SHALL REQUIRE DRAIN TILE STUBS OF 10 FEET IN TWO DIRECTIONS FOR SUBDRAINAGE. RIM GRADE FOR STORM INLETS IN CURB AND GUTTER ARE FLOW LINE GRADES.
- WORK IN PUBLIC RIGHT OF WAY SHALL FOLLOW MATERIAL AND INSTALLATION REQUIREMENTS PER MUNICIPAL AND/OR COUNTY.
- PRIVATE STORM SEWER 12-INCH DIAMETER OR LARGER SHALL BE HDPE. BELOW 12-INCH DIAMETER SHALL BE PVC SDR-35 ASTM D3034. PRIVATE WATER MAIN SHALL BE CLASS 150 DR 18 PVC CONFORMING TO AWWA C-900. PRIVATE SANITARY SEWER SHALL BE PVC SDR-35 ASTM D3034.
- COORDINATE FINAL LOCATION AND DESIGN OF PRIVATE UTILITY SERVICES (ELECTRIC, GAS, PHONE, CABLE) WITH UTILITY COMPANIES.
- IF PROJECT IS DESIGN BUILD MEP, THE GENERAL CONTRACTOR IS REQUIRED TO PROVIDE FINAL SEWER AND WATER DESIGN SHOWING LOCATION, INVERTS AND SIZES TO THE ENGINEER FOR FINAL REVIEW AND VERIFICATION PRIOR TO STARTING UNDERGROUND UTILITY CONSTRUCTION.



Revisions

SCHEMATIC DESIGN

Drawing Date
6/18/2018

EAST MEQUON
CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No. Irgens
17297 000123

Sheet Title
UTILITY PLAN

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CONNECT TO EXISTING
WATER SERVICE.
INV = 676 ±
CONTRACTOR TO VERIFY
SIZE, LOCATION, AND
ELEVATION PRIOR TO
CONSTRUCTION

CONNECT TO EX
SAN LATERAL

DETENTION POND A
19,700 SF
NNWL = 679.5
HWL = 683.5

DETENTION POND B
16,250 SF
NNWL = 674.5
HWL = 678.5

CONNECT TO EXISTING
WATER SERVICE.
INV = 670 ±
CONTRACTOR TO VERIFY
SIZE, LOCATION, AND
ELEVATION PRIOR TO
CONSTRUCTION

6" CORE AND BOOT
EXISTING MANHOLE
EX 8" N & S INV = 665.96

6" WATER SERVICE
INV = 679.0

6" SANITARY SERVICE
INV = 680.0

PROPOSED
1 STORY OFFICE BUILDING
37,670 SF
FFE = 686.5

8" ROOF DRAIN SERVICE
INV = 682.0

PLAZA

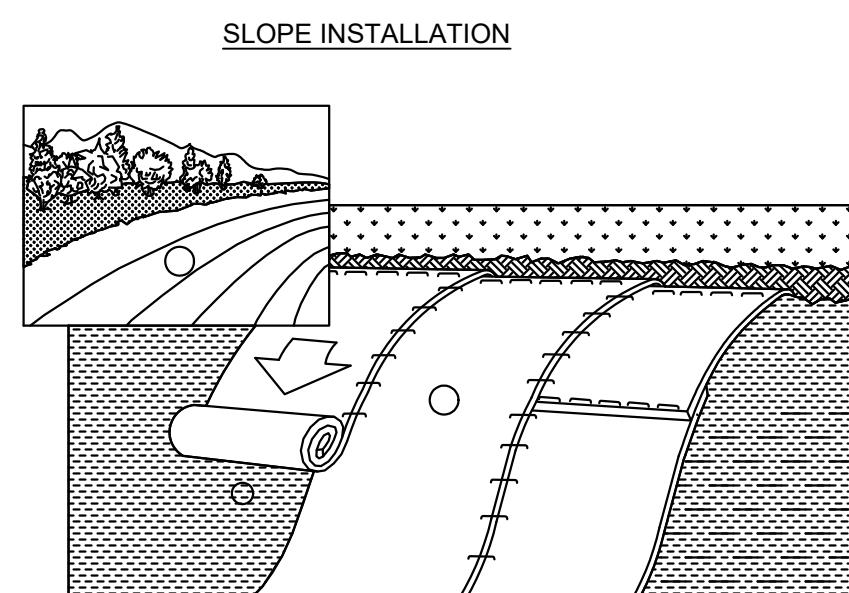
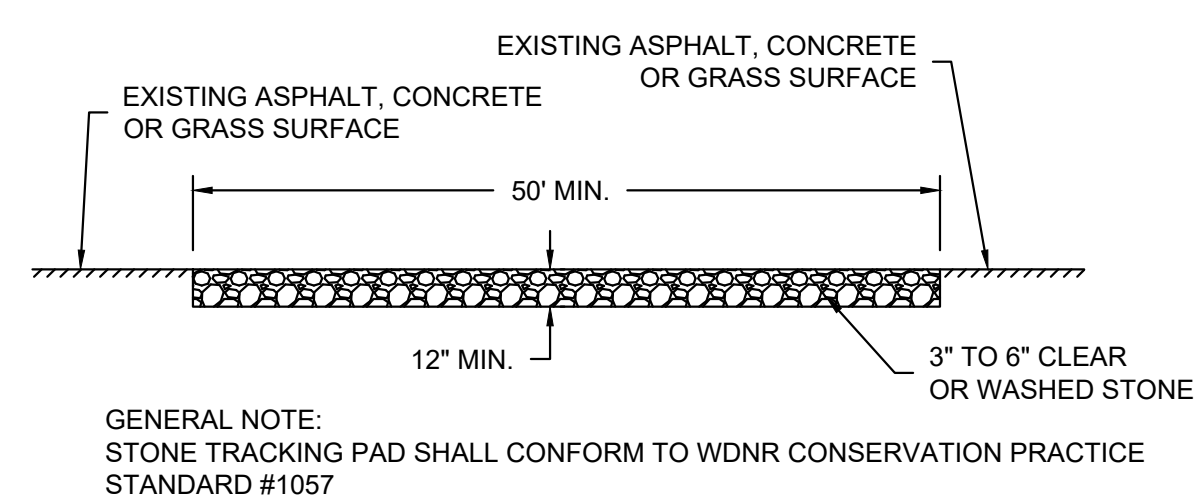
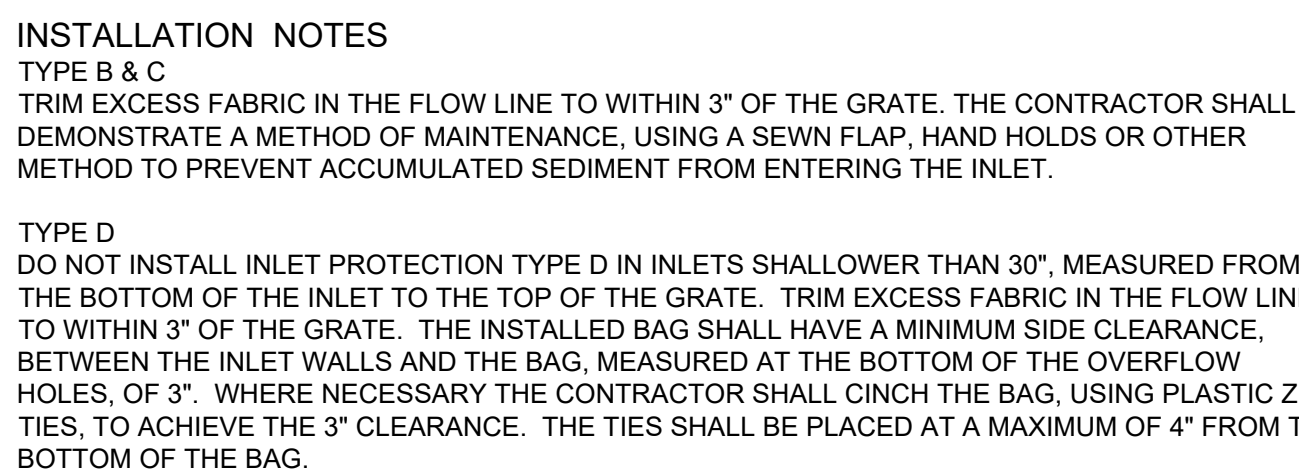
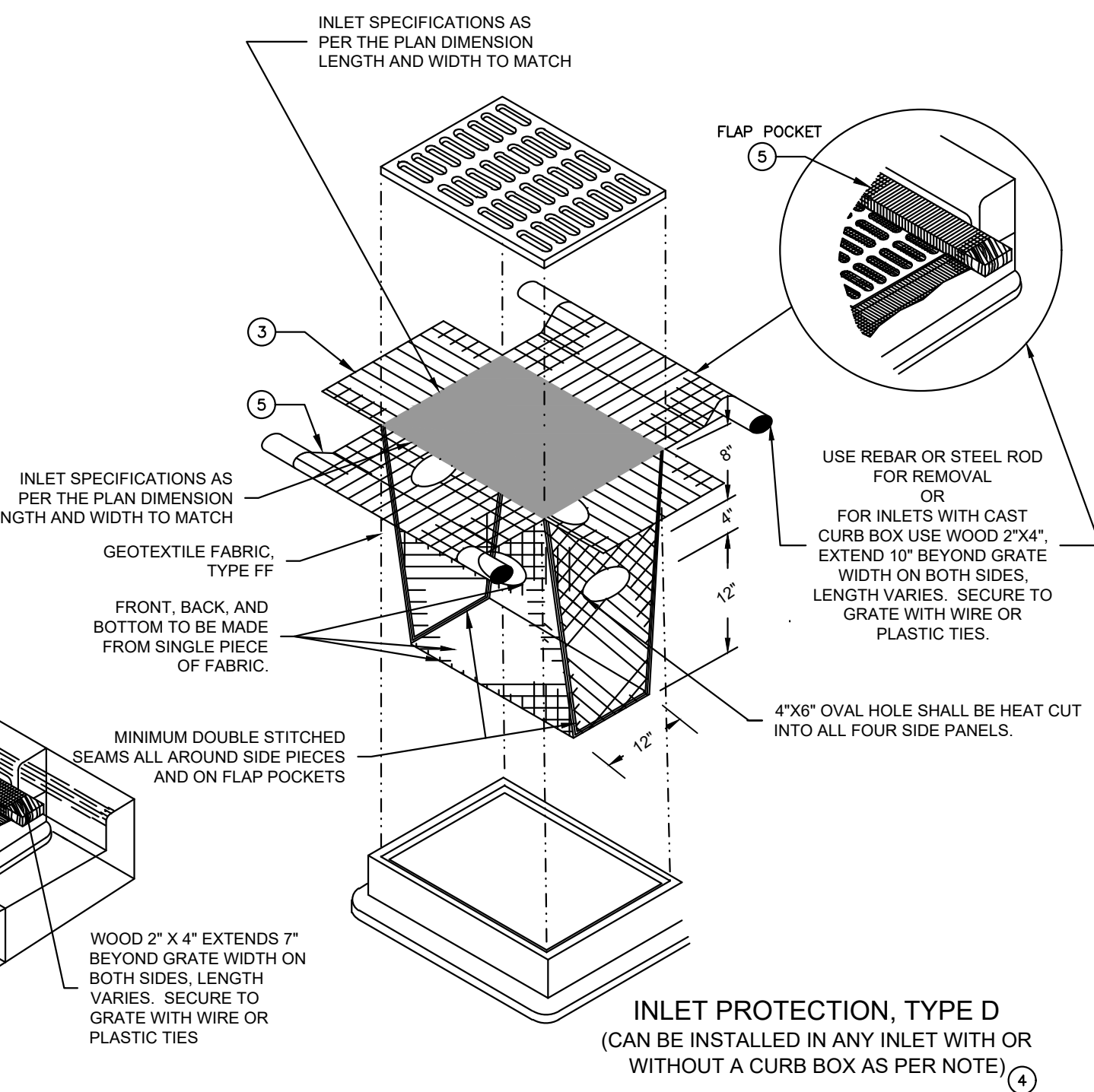
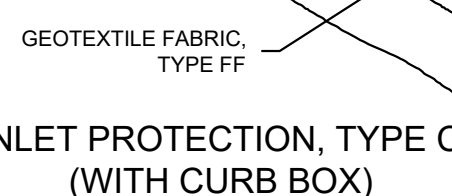
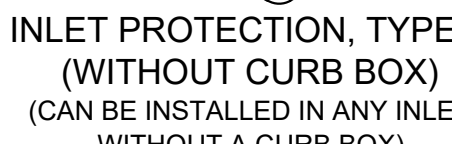
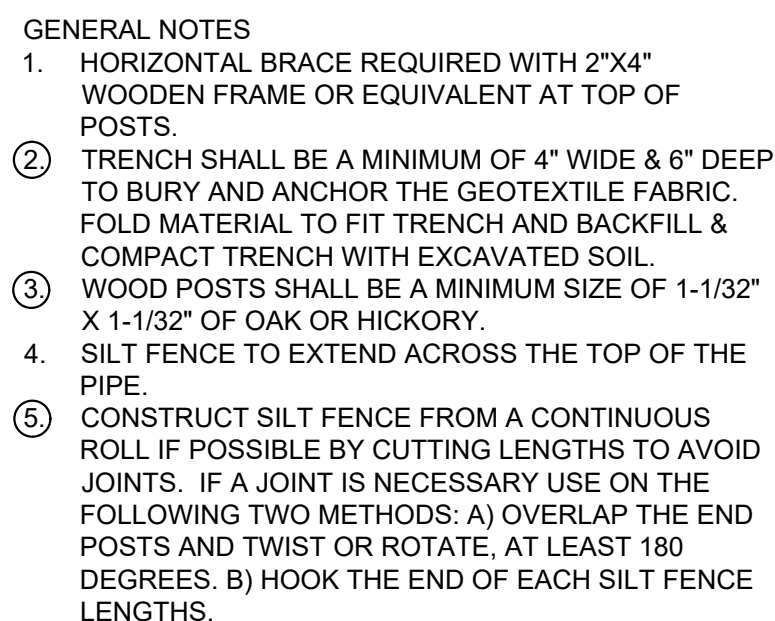
8" ROOF DRAIN SERVICE
INV = 682.0

PROPOSED
1 STORY OFFICE BUILDING
37,670 SF
FFE = 686.5

6" WATER SERVICE
INV = 679.0

6" SANITARY SERVICE
INV = 680.0

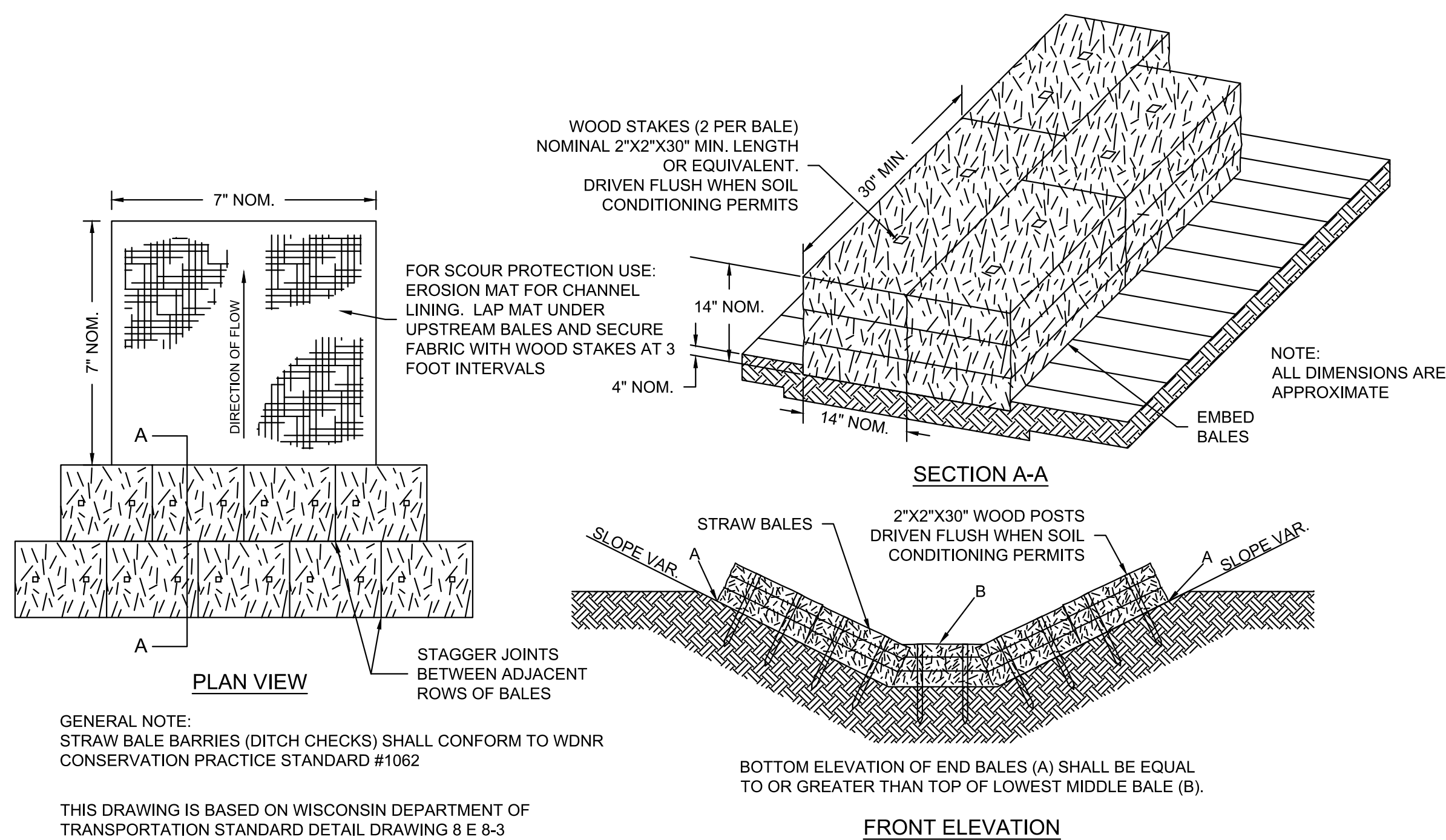
PROPOSED
SANITARY MANHOLE



1. ECRMS (EROSION CONTROL REVEGETATIVE MATS) SHALL BE INSTALLED AFTER ALL TOPSOILING, FERTILIZING, LIMING, AND SEEDING IS COMPLETE.
2. THE MAT SHALL BE IN FIRM AND INTIMATE CONTACT WITH THE SOIL. IT SHALL BE INSTALLED AND ANCHORED PER THE MANUFACTURER'S RECOMMENDATION.
3. TRMs (TOW-REINFORCEMENT MAT) SHALL BE INSTALLED IN CONJUNCTION WITH THE TOPSOILING OPERATION AND SHALL BE FOLLOWED BY EROSION CONTROL.
4. AT TIME OF INSTALLATION, DOCUMENT THE MANUFACTURER AND MAT TYPE BY RETENTION OF MATERIAL LABELS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS. RETAIN THIS DOCUMENTATION UNTIL THE SITE HAS BEEN STABILIZED.

NOTES:

1. EROSION MATTING SHALL CONFORM TO WDNR CONSERVATION PRACTICE STANDARD #1052.
2. INSTALL PER MANUFACTURERS SPECIFICATIONS.



- CONSTRUCTION SEQUENCE FOR EROSION CONTROL INCLUDES:**

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
2. INSTALL SILT FENCING AND INLET PROTECTION.
3. INITIATE STOCKPILING OF IMPORTED MATERIAL. PLACE SILT FENCE AROUND STOCKPILE(S).
4. STRIP TOPSOIL FROM STORM WATER BASIN LOCATION AND STOCKPILE.
5. CONSTRUCT STORM WATER BASIN AND INSTALL TEMPORARY OUTLET AND EMERGENCY OVERFLOW. BASIN IS TO BE USED AS A SEDIMENTATION BASIN DURING THE COURSE OF CONSTRUCTION.
6. CONSTRUCT DIVERSION SWALES, DIRECT RUNOFF TO STORM BASIN. INSTALL ASSOCIATED DITCH CHECKS.
7. INSTALL RIP-RAP AT STORM WATER BASIN AS SHOWN ON THE PLANS.
8. STRIP TOPSOIL FROM REMAINDER OF SITE IN A PROGRESSIVE MANNER, AND STOCKPILE.
9. PERFORM ROUGH SITE GRADING. STABILIZE FINISHED AREAS AS THE WORK PROGRESSES. USE EROSION MATTING WHERE CALLED FOR ON THE PLANS. PER WDNR TECHNICAL STANDARD 1059: AREAS THAT RECEIVE TEMPORARY SEEDING SHALL HAVE A MINIMUM TOPSOIL DEPTH OF 2 INCHES. AREAS THAT RECEIVE PERMANENT SEEDING SHALL HAVE A MINIMAL TOPSOIL DEPTH OF 4 INCHES.
10. PREPARE BUILDING PAD AND BEGIN FOUNDATIONS WORK FOR BUILDING.
11. INSTALL UTILITIES. INSTALL ANY ADDITIONAL INLET PROTECTION ON NEW STORM SEWER AND INSTALL RIP-RAP AT NEW STORM SEWER OUTFALLS.
12. REMOVE TEMPORARY OUTLET CONTROL STRUCTURE ON BASIN AND INSTALL PAVEMENTS.
13. STABILIZE AREAS REMAINING AREAS WITHIN 7 DAYS OF COMPLETION OF FINAL GRADING AND TOPSOILING.
14. REMOVE EXCESS SEDIMENT FROM STORMWATER BASINS AND RETURN BASINS TO THEIR DESIGN DIMENSIONS AND VOLUMES.
15. REMOVE EROSION CONTROL MEASURES ONLY WHEN SITE IS FULLY STABILIZED.

Revisions

SCHEMATIC DESIGN

Drawing Date

6/18/2018

EAST MEQUON
CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No.	Irgens
17297	00012

Sheet Title

EROSION CONTROL DETAILS

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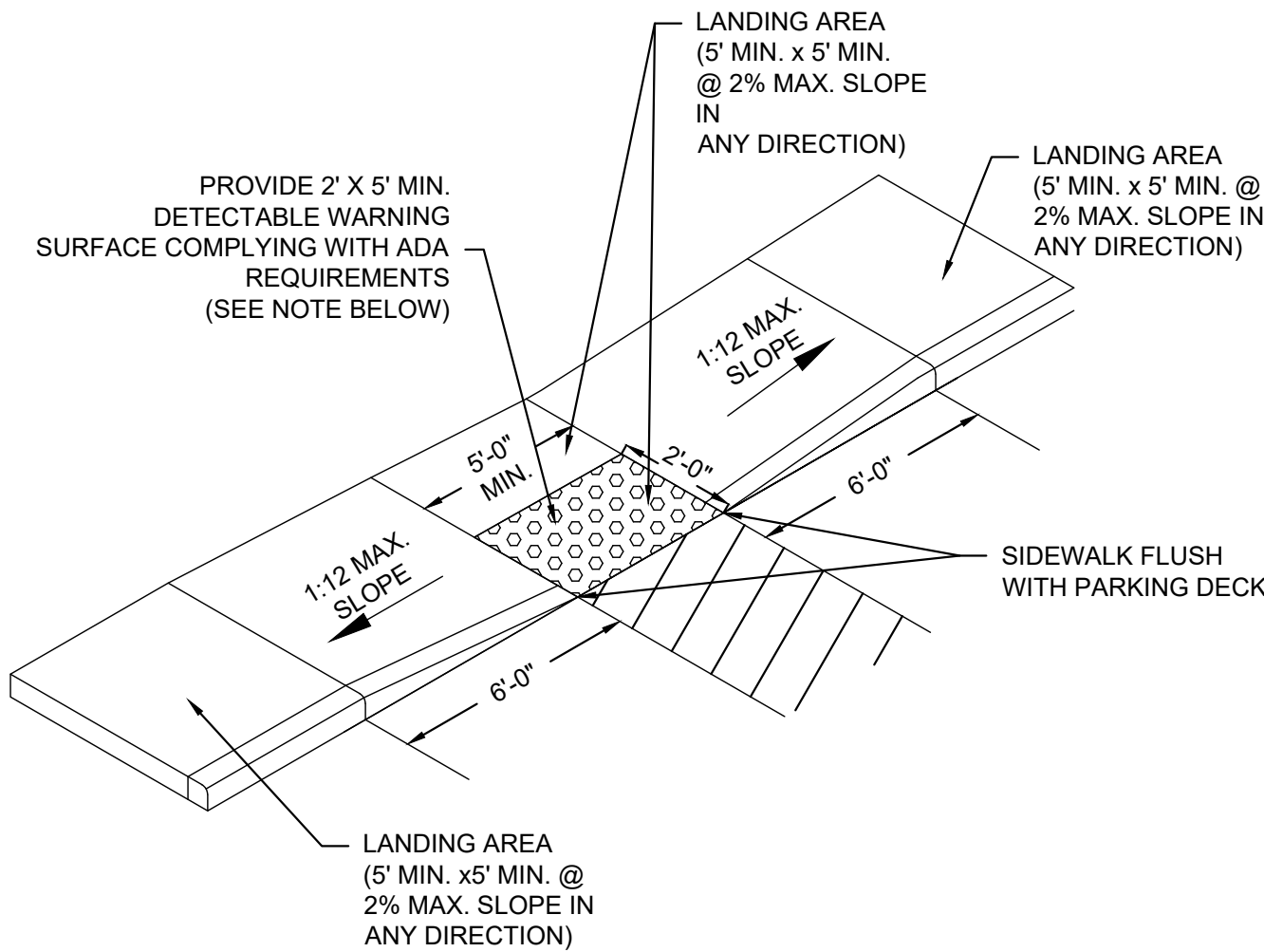
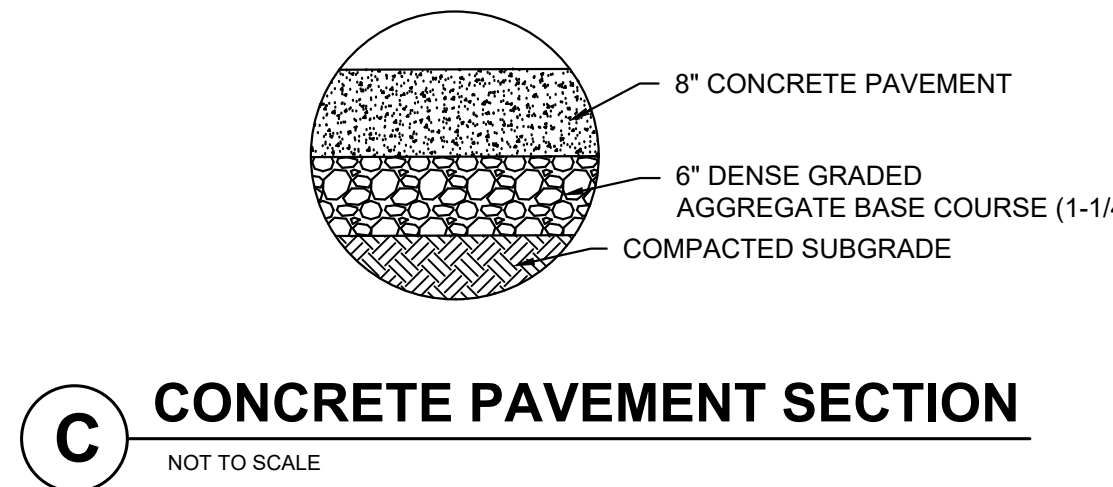
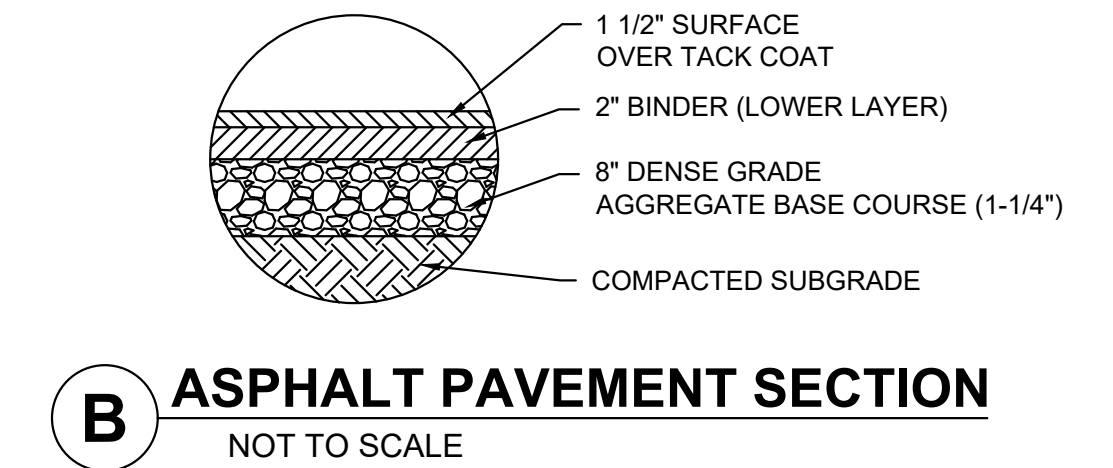
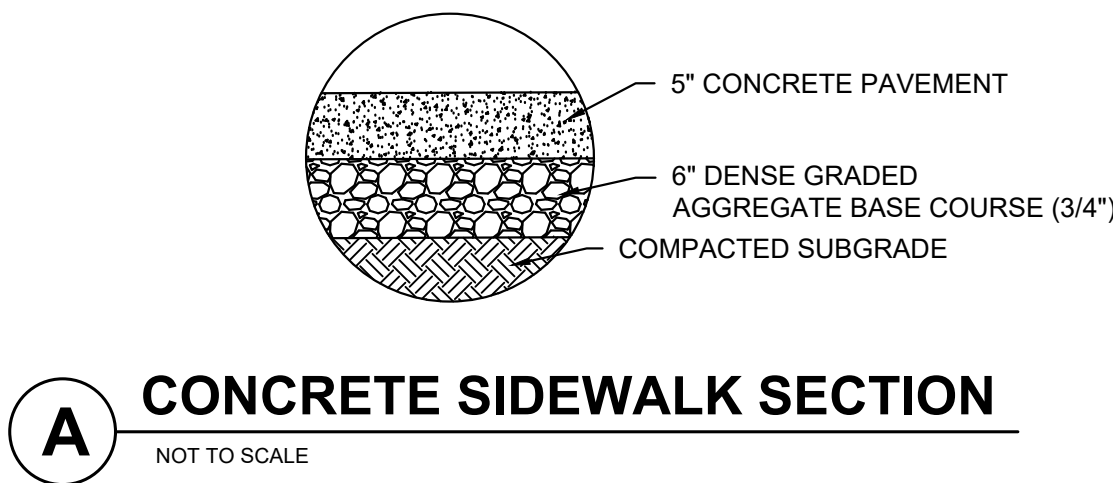
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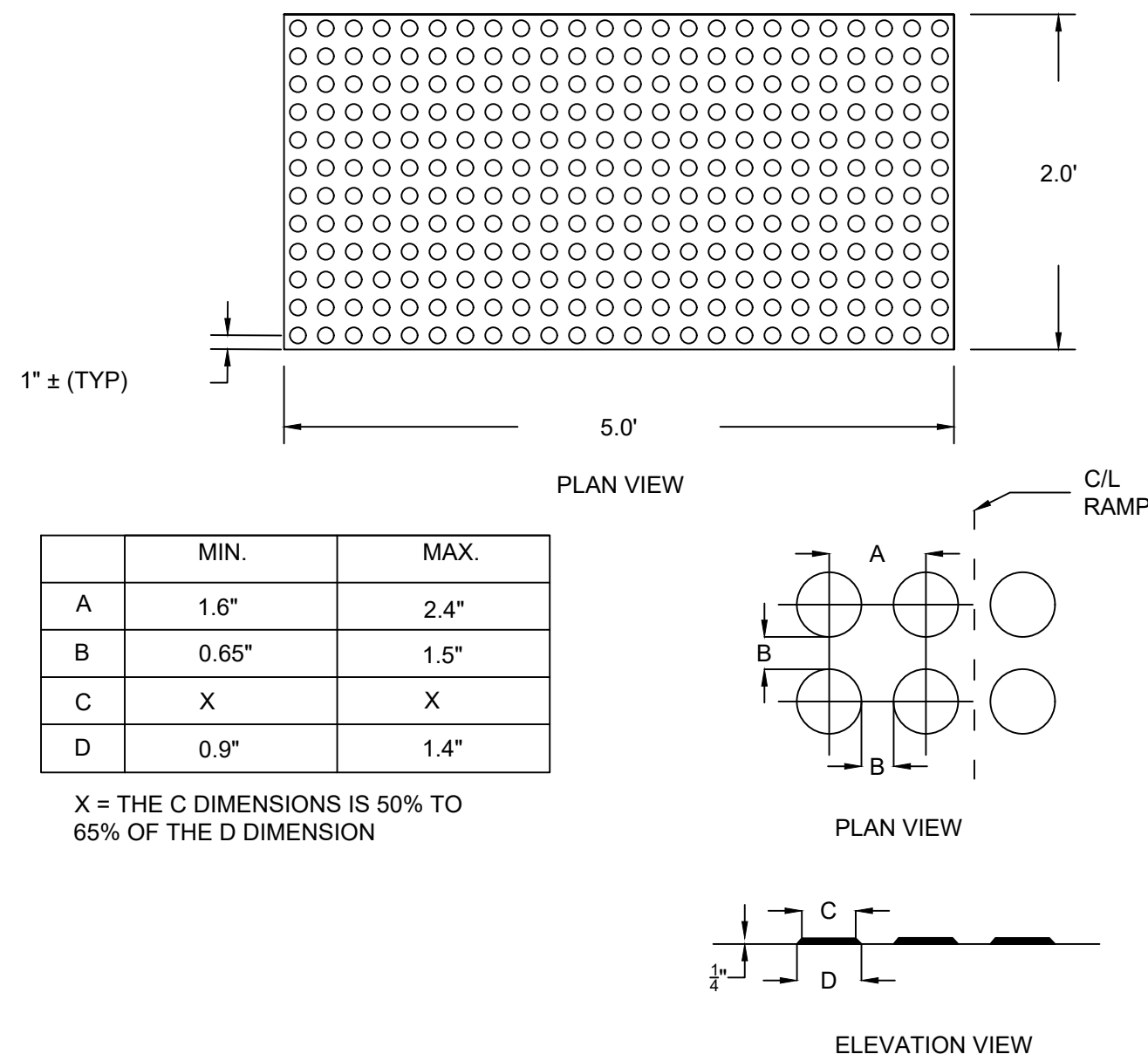
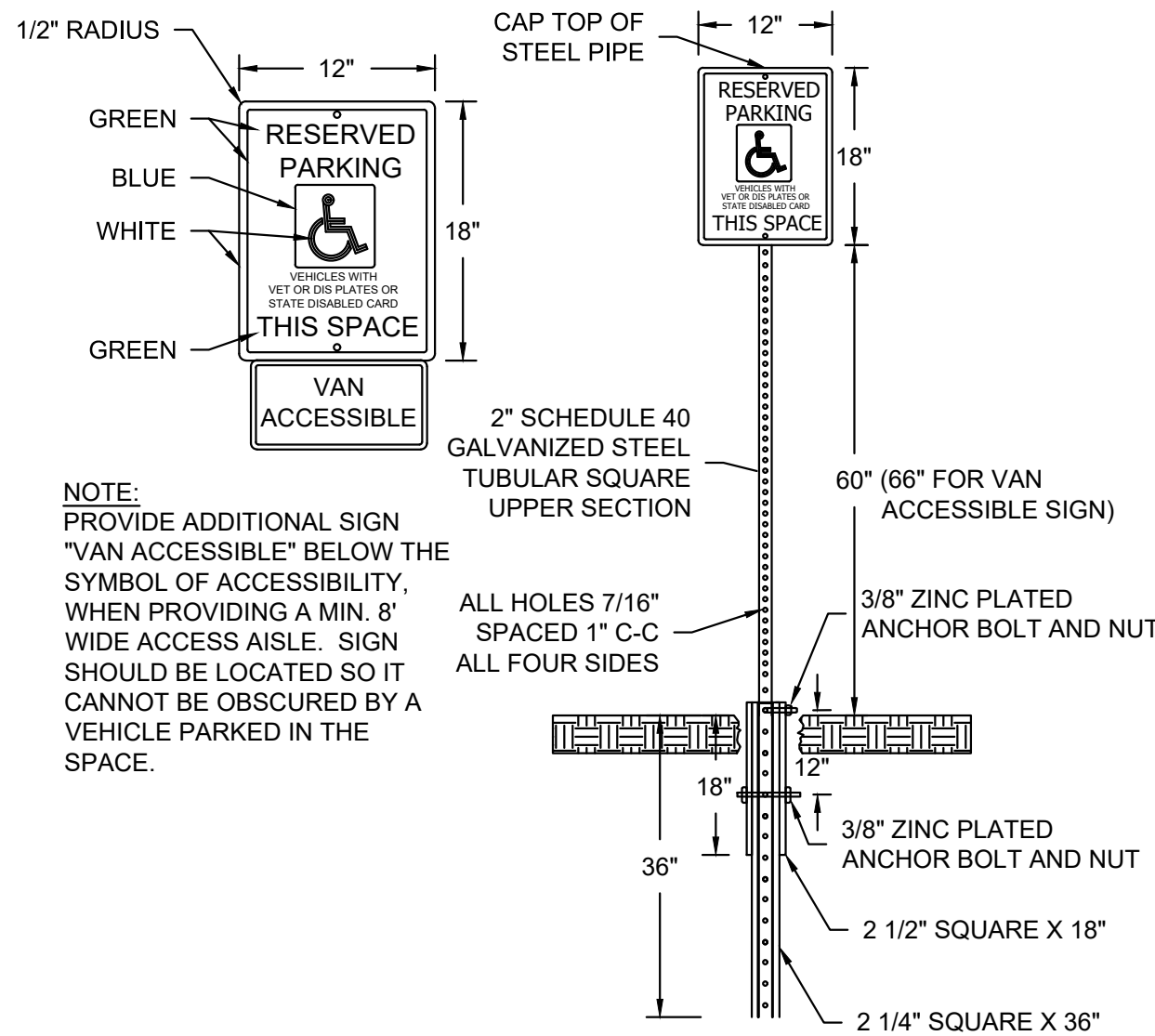
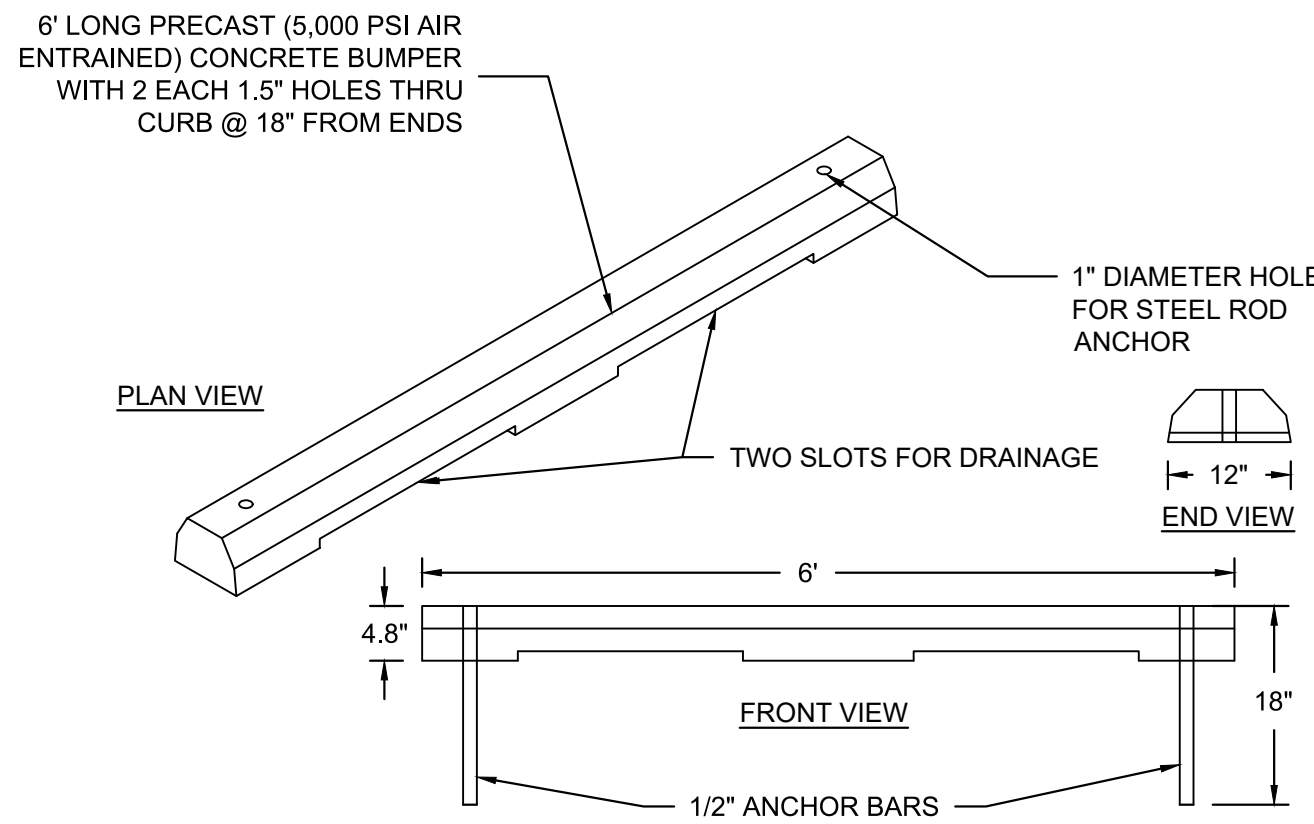
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- NOTES:
1. CONTRACTOR TO VERIFY ADA RAMP DETAIL WITH CITY AND ADJUST AS NEEDED.
 2. PROVIDE DETECTABLE WARNING CONSISTING OF RAISED TRUNCATED DOMES OF SIZE, SPACING AND CONTRAST REQUIRED BY ADA GUIDELINES.
 3. DETECTABLE WARNINGS SHALL BE PER CITY STANDARDS.



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Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

IRGENS

Revisions

SCHEMATIC DESIGN

Drawing Date
6/18/2018

**EAST MEQUON
CORPORATE CENTER**

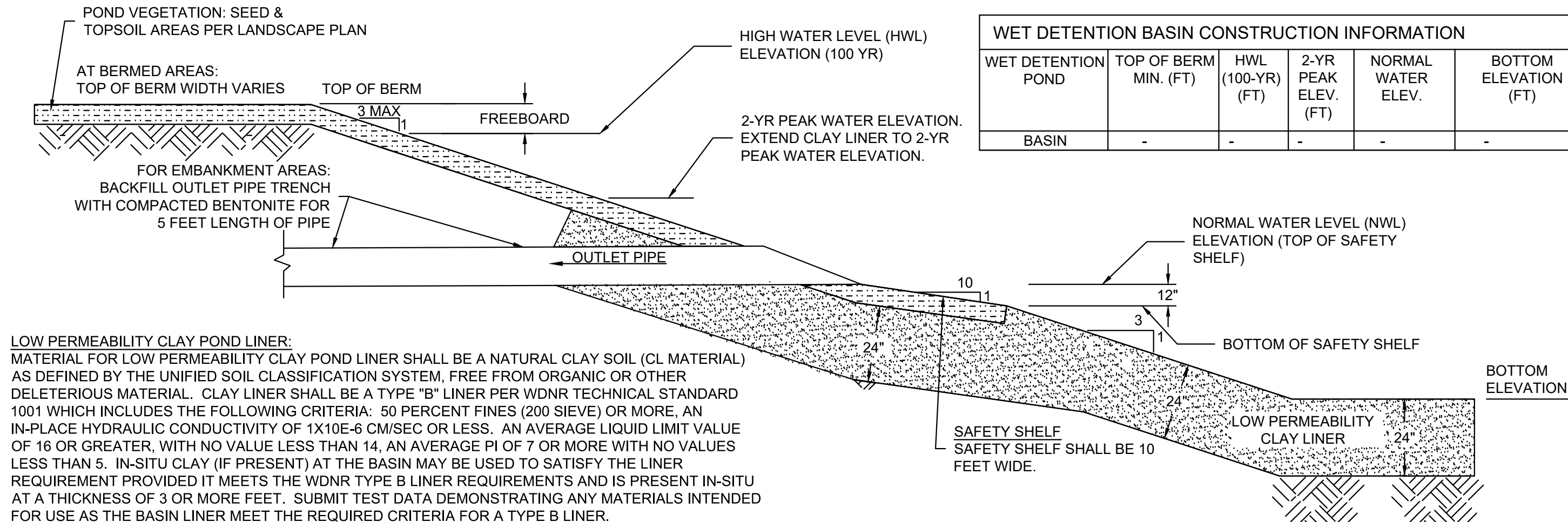
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Project No. Irgens
17297 000123

Sheet Title
PAVING DETAILS

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Sheet No.
C401



LOW PERMEABILITY CLAY POND LINER:

MATERIAL FOR LOW PERMEABILITY CLAY POND LINER SHALL BE A NATURAL CLAY SOIL (CL MATERIAL) AS DEFINED BY THE UNIFIED SOIL CLASSIFICATION SYSTEM, FREE FROM ORGANIC OR OTHER DELETERIOUS MATERIAL. CLAY LINER SHALL BE A TYPE "B" LINER PER WDNR TECHNICAL STANDARD 1001 WHICH INCLUDES THE FOLLOWING CRITERIA: 50 PERCENT FINES (200 SIEVE) OR MORE, AN IN-PLACE HYDRAULIC CONDUCTIVITY OF 1×10^{-6} CM/SEC OR LESS, AN AVERAGE LIQUID LIMIT VALUE OF 16 OR GREATER, WITH NO VALUE LESS THAN 14, AN AVERAGE PI OF 7 OR MORE WITH NO VALUES LESS THAN 5. IN-SITU CLAY (IF PRESENT) AT THE BASIN MAY BE USED TO SATISFY THE LINER REQUIREMENT PROVIDED IT MEETS THE WDNR TYPE B LINER REQUIREMENTS AND IS PRESENT IN-SITU AT A THICKNESS OF 3 OR MORE FEET. SUBMIT TEST DATA DEMONSTRATING ANY MATERIALS INTENDED FOR USE AS THE BASIN LINER MEET THE REQUIRED CRITERIA FOR A TYPE B LINER.

CLAY SOURCE SHALL BE APPROVED PRIOR TO INITIATING PLACEMENT OF THE CLAY MATERIAL. SUBMIT REPRESENTATIVE MOISTURE-DENSITY DATA FOR PROPOSED CLAY MATERIAL PRIOR TO START OF WORK. IF REQUESTED, FURNISH ENGINEER WITH REPRESENTATIVE CLAY MATERIAL SAMPLES FOR TESTING.

FIELD THICKNESS AND FIELD COMPACTION OF CLAY TO BE TESTED BY OWNER'S INDEPENDENT TESTING AGENCY.

LOW PERMEABILITY CLAY/POND LINER SHALL BE PLACED USING STANDARD COMPACTION TECHNIQUES, AS PER THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 207.3.6. PERCENT COMPACTION SHALL BE GREATER THAN 95% OF STANDARD PROCTOR. MATERIAL SHALL BE COMPACTED WITH MOISTURE CONTENT WET OF OPTIMUM DENSITY MOISTURE. MATERIAL SHOULD BE PLACED IN LAYERS GENERALLY NOT EXCEEDING 8 INCHES IN THICKNESS BEFORE COMPACTION.

CLEARING AND SUBGRADE PREPARATION:

ALL EXISTING TOPSOIL, ROOTMAT, AND ANY OTHER SOFT OR UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE CLEARING AND STRIPPING LIMITS.

PRIOR TO INITIATION OF FILL PLACEMENT, THE STRIPPED AREA SHALL BE OBSERVED BY AN EXPERIENCED GEOTECHNICAL ENGINEER OR HIS AUTHORIZED REPRESENTATIVE TO AID IN LOCATING UNSUITABLE AND/OR HIGHLY PLASTIC MATERIALS WHICH REQUIRE COMPLETE AND/OR PARTIAL REMOVAL.

THE PREPARATION OF FILL SUBGRADES OF EMBANKMENTS SHALL BE OBSERVED ON A FULL-TIME BASIS BY AN EXPERIENCED GEOTECHNICAL ENGINEER OR HIS AUTHORIZED REPRESENTATIVE TO ENSURE THAT ALL UNSUITABLE MATERIALS HAVE BEEN COMPLETELY REMOVED.

FILL PLACEMENT: FILL MATERIALS SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL RECOMMENDATIONS.

THE FOOTPRINT OF THE EMBANKMENT AREAS SHALL BE WELL DEFINED, INCLUDING THE LIMITS OF THE FILL ZONES, AT THE TIME OF FILL PLACEMENT, WITH GRADE CONTROL MAINTAINED THROUGHOUT THE FILL PLACEMENT OPERATIONS.

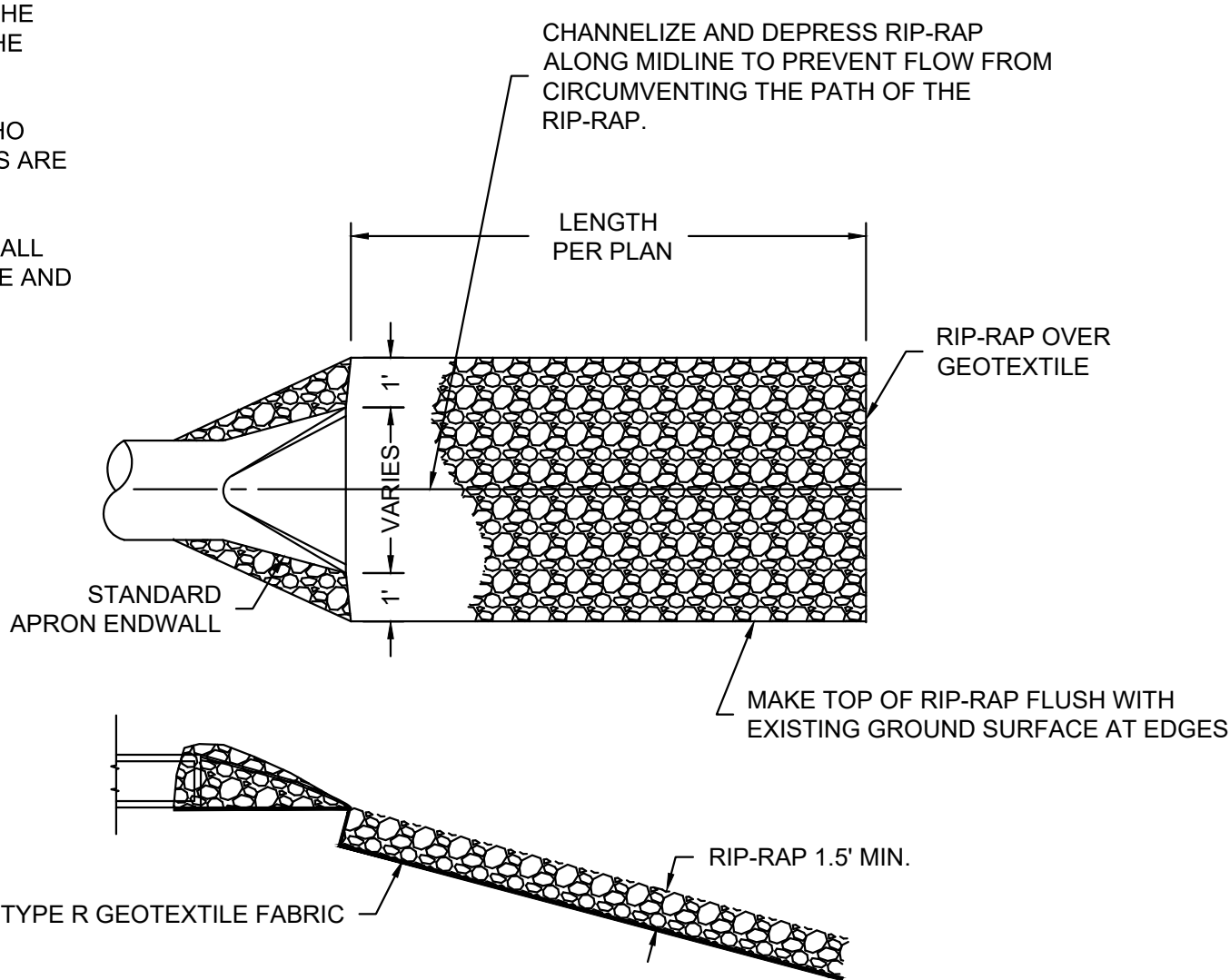
FILL OPERATIONS SHALL BE OBSERVED ON A FULL-TIME BASIS BY A QUALIFIED SOIL TECHNICIAN, WHO SHALL PERFORM IN PLACE DENSITY TESTS TO DETERMINE IF MINIMUM COMPACTION REQUIREMENTS ARE BEING MET.

FILL MATERIALS SHALL NOT BE PLACED ON FROZEN SOILS. SIMILARLY, BORROW FILL MATERIALS SHALL NOT CONTAIN FROZEN MATERIALS AT THE TIME PLACEMENT. FROZEN SOILS, FROM BOTH SUBGRADE AND FILL, SHALL BE REMOVED PRIOR TO CONTINUATION OF FILL OPERATIONS.

AREAS RECEIVING FILL SHALL BE GRADED TO FACILITATE POSITIVE DRAINAGE OF ANY FREE WATER ASSOCIATED WITH PRECIPITATION AND SURFACE RUNOFF.

A WET DETENTION BASIN CROSS SECTION

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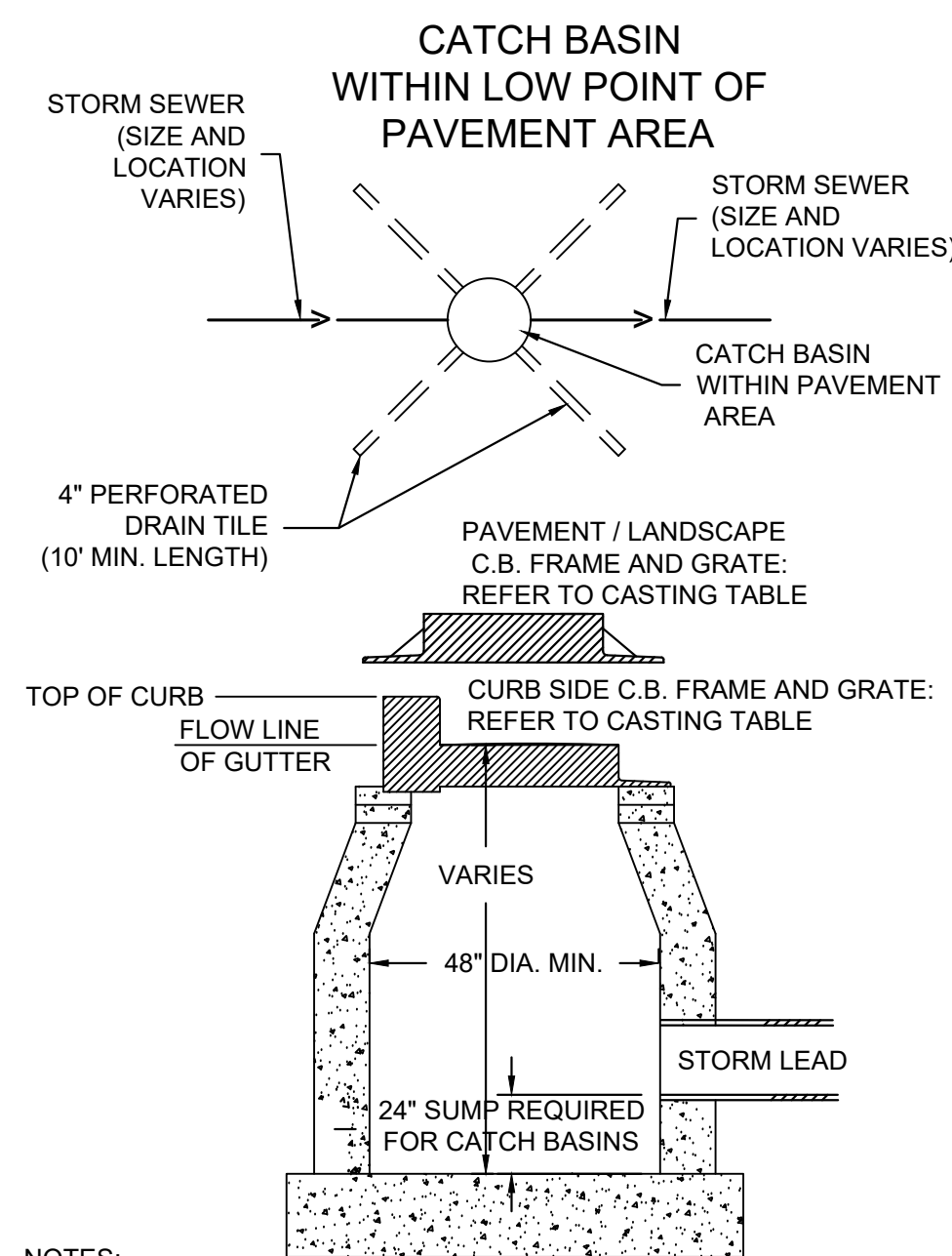


NOTES:

1. INSTALL RIP-RAP WHERE SHOWN ON PLANS.
2. FOR PERMANENT POOL (WET) DETENTION BASINS: EXTEND RIP-RAP FROM OUTFALL TO AT LEAST 10 FEET BEYOND THE NORMAL WATER LEVEL.
3. RIP-RAP SHALL BE MEDIUM RIP-RAP PER WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION
4. GEOTEXTILE FABRIC SHALL BE TYPE R PER WISDOT STANDARD SPECIFICATIONS PER HIGHWAY AND STRUCTURE CONSTRUCTION.

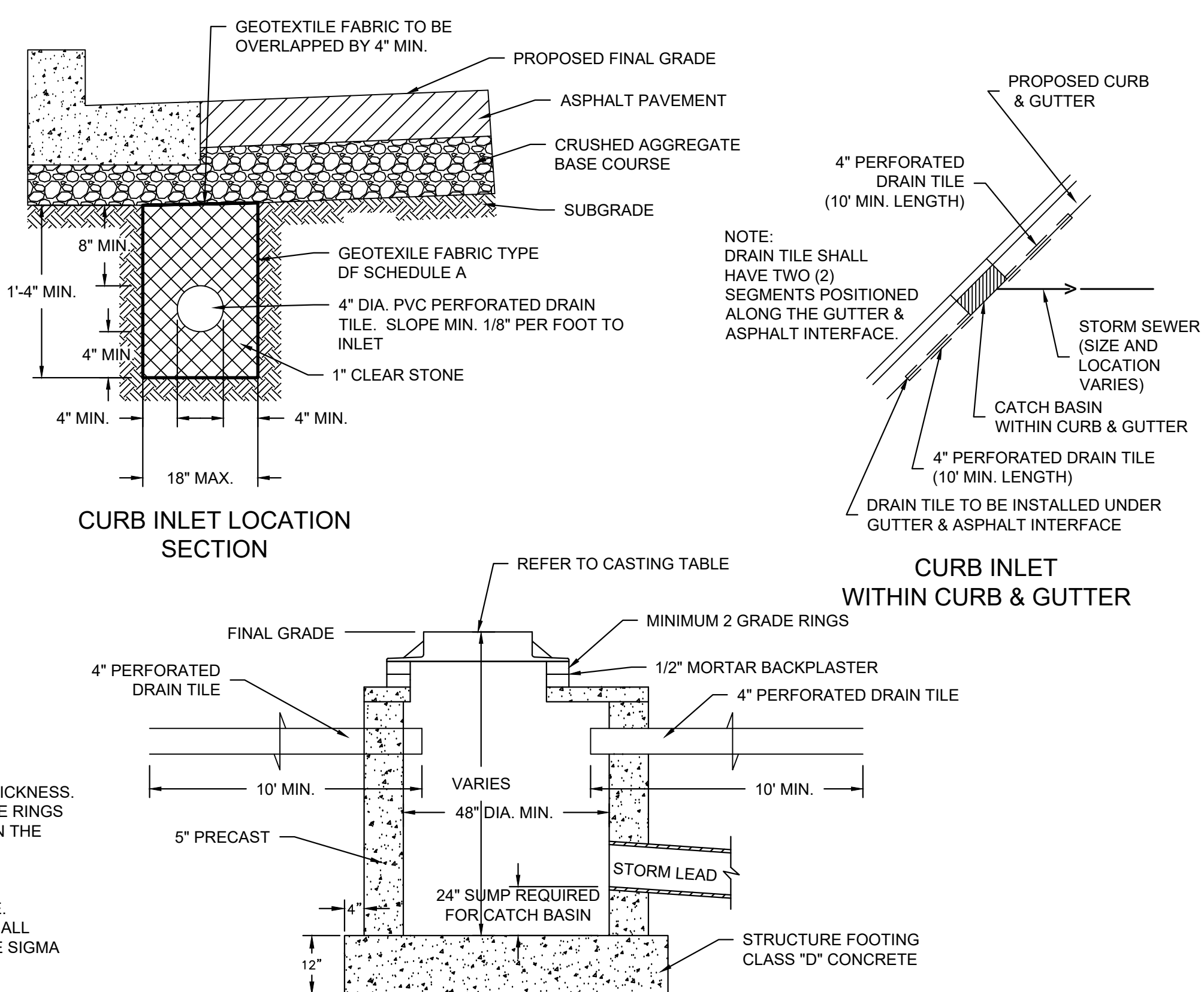
B RIP-RAP DISCHARGE APRON

NOT TO SCALE



NOTES:

1. ADJUST FRAME TO GRADE WITH CONCRETE RINGS OF VARIABLE THICKNESS. MAXIMUM RING HEIGHT = 6". MINIMUM RING HEIGHT = 2". CONCRETE RINGS SHALL BE REINFORCED WITH ONE LINE OF STEEL CENTERED WITHIN THE RING.
2. CONCRETE AND REINFORCEMENT STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION C-478.
3. 3" BEDDING OF STONE UNDER BASE REQUIRED ON WET SUB-GRADE.
4. UNLESS NOTED ON THE PLANS, THE CONTRACTORS IS RESPONSIBLE FOR ALL CATCH BASIN SIZING AND SHALL PROVIDE A SHOP DRAWING TO THE SIGMA GROUP, INC. BEFORE THEY ARE RELEASED FOR PRODUCTION.



CATCH BASIN / INET CASTING TABLE								
IF 18" CURB & GUTTER			IF 24" CURB & GUTTER		IF 30" CURB AND GUTTER			
CASTING		GRATE	CASTING		GRATE	CASTING		GRATE
CURB INLET	NEENAH R-3170	B	NEENAH R-3067		A	NEENAH R-3228H		C
AREA INLET	NEENAH R-2050	C						

E INLET AND CATCH BASIN

NOT TO SCALE

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Revisions

SCHEMATIC DESIGN

Drawing Date

6/18/2018

EAST MEQUON CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No. Irgens
17297 000123

Sheet Title

MISCELLANEOUS DETAILS

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Sheet No.

C402

GENERAL:

- EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY, AND NO RESPONSIBILITY IS ASSUMED BY THE OWNER OR ENGINEER FOR THEIR ACCURACY OR COMPLETENESS.
- CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR SHALL HAVE SITE MARKED BY DIGGERS HOTLINE AND SHALL HAVE PRIVATE UTILITIES MARKED BY A PRIVATE UTILITY LOCATOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS, AND SIZES OF EXISTING UTILITIES AND SHALL CHECK ALL UTILITY CROSSINGS AND PROPOSED CONNECTIONS FOR CONFLICTS/DISCREPANCIES PRIOR TO INITIATING CONSTRUCTION. REPORT ANY CONFLICTS OR DISCREPECIES TO THE ENGINEER SO REDESIGN MAY OCCUR IF NEEDED.
- LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLANS. LENGTHS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.

SITE CLEARING:

- EXCEPT FOR STRIPPED TOPSOIL OR OTHER MATERIALS INDICATED TO REMAIN ON OWNER'S PROPERTY, CLEARED MATERIALS SHALL BECOME CONTRACTOR'S PROPERTY AND SHALL BE REMOVED FROM PROJECT SITE.
- MINIMIZE INTERFERENCE WITH ADJOINING ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES DURING SITE-CLEARING OPERATIONS.
- SALVAGE IMPROVEMENTS: CAREFULLY REMOVE ITEMS INDICATED TO BE SALVAGED AND STORE ON OWNER'S PREMISES WHERE INDICATED.
- UTILITY LOCATOR SERVICE: NOTIFY UTILITY LOCATOR SERVICE FOR AREA WHERE PROJECT IS LOCATED BEFORE SITE CLEARING.
- DO NOT COMMENCE SITE CLEARING OPERATIONS UNTIL TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES ARE IN PLACE.
- PROTECT AND MAINTAIN BENCHMARKS AND SURVEY CONTROL POINTS FROM DISTURBANCE DURING CONSTRUCTION.
- LOCATE AND CLEARLY FLAG TREES AND VEGETATION TO REMAIN OR TO BE RELOCATED.
- PROTECT EXISTING SITE IMPROVEMENTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION; RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO OWNER.
- LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF UTILITIES INDICATED TO BE REMOVED; ARRANGE WITH UTILITY COMPANIES TO SHUT OFF INDICATED UTILITIES.
- EXISTING UTILITIES: DO NOT INTERRUPT UTILITIES SERVING FACILITIES OCCUPIED BY OWNER OR OTHERS UNLESS PERMITTED BY THE OWNER AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY UTILITY SERVICES.
- FILL DEPRESSIONS CAUSED BY CLEARING AND GRUBBING OPERATIONS WITH SATISFACTORY SOIL MATERIAL UNLESS FURTHER EXCAVATION OR EARTHWORK IS INDICATED: PLACE FILL MATERIAL IN HORIZONTAL LAYERS NOT EXCEEDING A LOOSE DEPTH OF 8 INCHES, AND COMPACT EACH LAYER TO A DENSITY EQUAL TO ADJACENT ORIGINAL GROUND.
- REMOVE SOD AND GRASS BEFORE STRIPPING TOPSOIL.
- STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OR OTHER WASTE MATERIALS.
- STOCKPILE TOPSOIL MATERIALS AWAY FROM EDGE OF EXCAVATIONS WITHOUT INTERMIXING WITH SUBSOIL. GRADE AND SHAPE STOCKPILES TO DRAIN SURFACE WATER. COVER TO PREVENT WINDBLOWN DUST.
- REMOVE EXISTING ABOVE- AND BELOW-GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO FACILITATE NEW CONSTRUCTION.
- SAWCUT ALL PAVEMENTS FULL DEPTH PRIOR TO REMOVAL; SAWCUTS SHALL BE IN STRAIGHT LINES PERPENDICULAR AND/OR PARALLEL TO EXISTING PAVEMENT JOINTS AND PAVEMENT EDGES.
- REMOVE SURPLUS SOIL MATERIAL, UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS, AND WASTE MATERIALS INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- SEPARATE RECYCLABLE MATERIALS PRODUCED DURING SITE CLEARING FROM OTHER NONRECYCLABLE MATERIALS. STORE OR STOCKPILE WITHOUT INTERMIXING WITH OTHER MATERIALS AND TRANSPORT THEM TO RECYCLING FACILITIES.

SITE WATER SERVICE:

- COMPLY WITH STANDARDS OF STATE PLUMBING CODE (SPS CH. 382, 384), LOCAL WATER UTILITY REQUIREMENTS AND STANDARDS OF AUTHORITIES HAVING JURISDICTION FOR FIRE-SUPPRESSION AND WATER SERVICE PIPING INCLUDING MATERIALS, FITTINGS, APPURTENANCES, INSTALLATION, TESTING, SERVICE TAPS, ETC. IN CASE OF CONFLICT BETWEEN THESE SPECIFICATIONS AND STATE PLUMBING CODE OR LOCAL JURISDICTIONAL AUTHORITY, STATE PLUMBING CODE AND LOCAL JURISDICTIONAL AUTHORITY REQUIREMENTS GOVERN.
- DO NOT INTERRUPT SERVICE TO FACILITIES OCCUPIED BY OWNER OR OTHERS UNLESS PERMITTED BY OWNERS OF SUCH FACILITIES AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY WATER-DISTRIBUTION SERVICE.
- WATER SERVICE PIPING MAY BE EITHER DUCTILE IRON WATER PIPE OR PVC WATER PIPE AS ALLOWED BY THE LOCAL WATER UTILITY.
- DUCTILE IRON WATER PIPE CONFORMING TO THE REQUIREMENTS OF THE AMERICAN NATIONAL STANDARD FOR DUCTILE IRON PIPE, CENTRIFUGALLY CAST, AWWA C151/A21.51 - LATEST REVISION AND REQUIREMENTS OF CHAPTER 8.18.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION.
 - CLASS 52
 - CEMENT MORTAR LINING AND INTERNAL AND EXTERNAL BITUMINOUS COATS IN ACCORDANCE WITH SECTION 51.8 OF AWWA C151.
 - PUSH-ON GASKET PIPE
 - PLAIN RUBBER GASKETS
 - BONDING STRAPS TO PROVIDE ELECTRICAL CONDUCTIVITY WITHOUT FIELD TESTING
- JOINTS FOR DUCTILE IRON PIPE: JOINTS SHALL BE RUBBER GASKET JOINTS; CONFORM TO THE REQUIREMENTS OF AMERICAN NATIONAL STANDARD FOR RUBBER GASKET JOINTS FOR DUCTILE IRON PRESSURE PIPE AND FITTINGS (ANSI/AWWA C111/A21.11, LATEST EDITION)
- FITTINGS FOR DUCTILE IRON PIPE: CONFORM TO THE REQUIREMENTS OF AMERICAN NATIONAL STANDARD FOR DUCTILE IRON AND GRAY IRON FITTINGS, 3" THROUGH 48" FOR WATER ANSI/AWWA C110/A21.10, LATEST EDITION); CLASS 250 MECHANICAL JOINT PIPE FITTINGS, CEMENT LINED; ALL BELLS; ENTIRE FITTING TAPPED; CONDUCTIVE MECHANICAL JOINT (NO LEAD) RUBBER GASKETS, FLANGES, AND BOLTS.
- PVC AWWA PIPE: AWWA C900, CLASS 200 WITH BELL END WITH GASKET AND WITH SPIGOT END AND MEETING REQUIREMENTS OF CHAPTER 8.20.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN. FITTINGS SHALL BE IN ACCORDANCE WITH CHAPTER 8.22.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN. PUSH-ON-JOINT, DUCTILE IRON FITTINGS : AWWA C110 AND C111, MECHANICAL -JOINT, DUCTILE IRON FITTINGS: AWWA C153, DUCTILE-IRON COMPACT PATTERN, GLANDS, GASKETS AND BOLTS: AWWA C111, DUCTILE IRON GLANDS, RUBBER GASKETS AND STEEL BOLTS.
- GATE VALVES: CONFORM TO AWWA C-500 AND STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN SUITABLE FOR DIRECT BURY.
- VALVE BOXES: CAST IRON CONFORMING TO ASTM DESIGNATION A-48, CLASS 20 AND STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- FIRE HYDRANTS: TO MEET LOCAL STANDARDS.
- WATER MAIN CONNECTION: TAP WATER MAIN WITH SIZE AND LOCATION INDICATED ON PLAN IN ACCORDANCE WITH LOCAL WATER UTILITY REQUIREMENTS. COORDINATE CONNECTION WITH LOCAL WATER UTILITY.
- GENERAL WATER PIPE INSTALLATION: IN ACCORDANCE WITH CHAPTER 4.3.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- INSTALL DUCTILE-IRON, WATER-SERVICE PIPING ACCORDING TO AWWA C600 AND CHAPTER 4.4.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- ALL DUCTILE IRON PIPE SHALL BE ENCASED IN POLYETHYLENE PER AWWA C105, LATEST EDITION AND IN ACCORDANCE WITH CHAPTER 4.4.4 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN. ALL JOINTS AND FITTINGS SHALL HAVE POLYETHYLENE ENCASEMENT INSTALLED PER MANUFACTURER'S REQUIREMENTS AND PROCEDURES.
- INSTALL PVC AWWA PIPE ACCORDING TO ASTM F645 AND AWWA M23 AND CHAPTER 4.6.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- INSTALL THRUST RESTRAINT AT ALL OFFSET FITTINGS USING MECHANICAL JOINT RESTRAINTS. CONCRETE THRUST BLOCKS MAY ONLY BE USED IF ALLOWED BY LOCAL WATER UTILITY.
- INSTALL WATER SERVICE PIPING SUCH THAT THERE IS A MINIMUM OF 6" OF COVER OVER THE TOP OF THE WATER SERVICE PIPING.
- BEDDING AND COVER FOR WATER SERVICE PIPING SHALL BE IN ACCORDANCE WITH SECTION 4.3.3 AND FILE NO. 36 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION. TRENCH BACKFILL SHALL BE GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION ON-SITE.

SITE WATER SERVICE CONT.:

- INSTALL TRACER WIRE FOR NON-METALLIC WATER SERVICES IN ACCORDANCE WITH SPS SECTION 382.40(8)(K). TRACER WIRE INSULATION COLOR SHALL BE BLUE FOR POTABLE WATER SERVICE PIPING.
- DUCTILE-IRON PIPING, RUBBER GASKETED JOINTS IN ACCORDANCE WITH SECTION 4.4.2 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- PVC PIPING GASKETED JOINTS: USING JOINING MATERIALS ACCORDING TO AWWA C900. CONSTRUCT JOINTS WITH ELASTOMERIC SEALS AND LUBRICANTS ACCORDING TO ASTM D2774 OR ASTM D3139 AND PIPE MANUFACTURER'S WRITTEN INSTRUCTIONS.
- CONDUCT HYDROSTATIC TESTS IN ACCORDANCE WITH CHAPTER 4.15.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
- CLEAN AND DISINFECT WATER SERVICE PIPING IN ACCORDANCE WITH SPS CHAPTER 82.40(8)(I) AND AWWA C651.

SANITARY SEWERAGE:

- ALL PRIVATE SANITARY SEWER WORK SHALL BE IN ACCORDANCE WITH THE DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES (DPS) PLUMBING CODE - CHAPTERS SPS 382 AND SPS 384 AND LOCAL MUNICIPAL REQUIREMENTS.
- ALL PUBLIC SANITARY SEWER WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION (STANDARD SPECIFICATIONS) AND LOCAL MUNICIPAL REQUIREMENTS.
- PVC SEWER PIPE AND FITTINGS: ASTM D 3034, SDR 35, WITH BELL-AND-SPIGOT ENDS WITH RUBBER GASKETED JOINTS IN ACCORDANCE WITH CHAPTER 8.10.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION. JOINTS SHALL CONFORM TO ASTM D-3212.
- MANHOLES: STANDARD PRECAST REINFORCED CONCRETE MANHOLES CONFORMING TO ASTM C478, SECTION 8.39.0 OF THE STANDARD SPECIFICATIONS AND CONFORMING TO FILE NOS. 12, 13 AND 15 OF THE STANDARD SPECIFICATIONS. DIAMETER AND DEPTH AS INDICATED ON PLANS. MANHOLE SIZES TO BE VERIFIED BY CONTRACTOR AND SHOP DRAWINGS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW PRIOR TO ORDERING STRUCTURES.
- MANHOLES DEEPER THAN FOUR FEET SHALL BE PROVIDED WITH MANHOLE STEPS CONFORMING TO SECTION 8.40.0 OF THE STANDARD SPECIFICATIONS.
- SEWERS SHALL BE INSTALLED IN CONFORMANCE WITH SECTION 3.2.0 OF THE STANDARD SPECIFICATIONS. INSTALL PROPER SIZE INCREASERS, REDUCERS AND COUPLINGS WHERE DIFFERENT SIZES OR MATERIALS OF PIPES AND FITTINGS ARE CONNECTED. INSTALL TRACER PIPE OVER NON-METALLIC PIPING IN ACCORANCE WITH SPS SECTION 382.30(1)(H) AND 382.36(7)(D).
- PIPE JOINT CONSTRUCTION: FOLLOW PIPING MANUFACTURER'S RECOMMENDATIONS; JOIN PVC SEWER PIPE ACCORDING TO ASTM D2321 AND ASTM D 3212 FOR ELASTOMERIC GASKET JOINTS. JOIN DISSIMILAR PIPE MATERIALS WITH NONPRESSURE-TYPE, FLEXIBLE COUPLINGS.
- PROVIDE AND INSTALL CLEANOUTS IN ACCORDANCE WITH SPS CHAPTER 382.35. INSTALL CLEANOUTS AND RISER EXTENSIONS FORM SEWER PIPES TO PROPOSED GRADE. INSTALL PIPING SO CLEANOUTS OPEN IN DIRECTION OF FLOW IN SEWER PIPE. USE LIGHT DUTY, TOP LOADING CLASSIFICATION CLEANOUTS IN EARTH OR UNPAVED FOOT TRAFFIC AREAS; USE MEDIUM DUTY, TOP-LOADING CLASSIFICATION CLEANOUTS IN PAVED FOOT TRAFFIC AREAS; USE HEAVY DUTY, TOP-LOADING CLASSIFICATION CLEANOUTS IN VEHICULAR TRAFFIC AREAS. SET CLEANOUT FRAMES AND COVERS IN PAVEMENT AREAS FLUSH WITH PAVEMENT SURFACE.
- CLASS B COMPACTED TRENCH SECTION (FILE NO. 4 OF STANDARD SPECIFICATIONS) SHALL BE UTILIZED. BEDDING AND COVER MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 8.43.0 OF THE STANDARD SPECIFICATIONS.
- TRENCH BACKFILL MATERIAL SHALL BE GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF THE STANDARD SPECIFICATIONS BENEATH AND WITHIN FIVE FEET OF PAVEMENT AREAS; COMPACTED SPOIL BACKFILL IN ACCORDANCE WITH SECTION 8.43.5 OF THE STANDARD SPECIFICATIONS MAY BE USED BENEATH LANDSCAPE AREAS.
- MANHOLE INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 3.5.0 OF THE STANDARD SPECIFICATIONS. SET MANHOLE RIMS TO ELEVATIONS INDICATED ON PLANS.
- AFTER INSTALLATION OF SEWER PIPE CLEAN ALL DEBRIS FROM SEWER AND INSPECT INTERIOR OF PIPING TO DETERMINE WHETHER LINE DISPLACEMENT OR OTHER DAMAGE HAS OCCURRED. CONDUCT DEFLECTION TESTING OF INSTALLED PIPE IN ACCORDANCE WITH SECTION 3.2.6(I)(4 OF THE STANDARD SPECIFICATIONS; REPLACE ANY PIPE SECTION NOT PASSING THE DEFLECTION TESTING USING NEW PIPE MATERIALS. TEST NEW BUILDING SEWER IN ACCORDANCE WITH SECTION 5.4.0 OF THE STANDARD SPECIFICATIONS. REPLACE LEAKING PIPE USING NEW PIPE MATERIALS AAND REPEAT TESTING UNTIL LEAKAGE IS WITHIN ALLOWANCES SPECIFIED.

STORM DRAINAGE:

- ALL PRIVATE STORM SEWER WORK SHALL BE IN ACCORDANCE WITH THE DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES (DPS) PLUMBING CODE - CHAPTERS SPS 382 AND SPS 384 AND LOCAL MUNICIPAL REQUIREMENTS.
- ALL PUBLIC STORM SEWER WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION (STANDARD SPECIFICATIONS) AND LOCAL MUNICIPAL REQUIREMENTS.
- PVC SEWER PIPE AND FITTINGS: ASTM D 3034, SDR 35, WITH BELL-AND-SPIGOT ENDS WITH RUBBER GASKETED JOINTS IN ACCORDANCE WITH CHAPTER 8.10.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION. JOINTS SHALL CONFORM TO ASTM D-3212.
- REINFORCED CONCRETE PIPE: ASTM C78 WITH BELL AND SPIGOT ENDS AND GASKETED JOINTS WITH ASTM C443 RUBBER GASKETS IN ACCORDANCE WITH CHAPTER 8.6.0 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION.
- HDPE PIPE: ADS N12 PIPE AS APPROVED ON THE DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES PLUMBING PRODUCT REGISTER.
- CATCH BASINS: STANDARD PRECAST CONCRETE CATCH BASINS CONFORMING TO CHAPTER 3.6.0 OF THE STANDARD SPECIFICATIONS AND IN GENERAL CONFORMANCE WITH FILE NO. 26 OF THE STANDARD SPECIFICATIONS. DEPTH AND DIAMETER AS INDICATED ON PLANS. CATCH BASIN SIZES TO BE VERIFIED BY CONTRACTOR AND SHOP DRAWINGS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW PRIOR TO ORDERING STRUCTURES.
- FRAMES AND GRATES: AS INDICATED ON PLANS, CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SPECIFIED FRAME/GRATE IS COMPATIBLE WITH STRUCTURE; IF NOT, NOTIFY ENGINEER.
- MANHOLES: STANDARD PRECAST REINFORCED CONCRETE MANHOLES CONFORMING TO ASTM C478, SECTION 8.39.0 OF THE STANDARD SPECIFICATIONS AND CONFORMING TO FILE NOS. 12, 13 AND 15 OF THE STANDARD SPECIFICATIONS. DIAMETER AND DEPTH AS INDICATED ON PLANS. MANHOLE SIZES TO BE VERIFIED BY CONTRACTOR AND SHOP DRAWINGS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW PRIOR TO ORDERING STRUCTURES.
- MANHOLES AND CATCH BASINS DEEPER THAN FOUR FEET SHALL BE PROVIDED WITH MANHOLE STEPS CONFORMING TO SECTION 8.40.0 OF THE STANDARD SPECIFICATIONS.
- SEWERS SHALL BE INSTALLED IN CONFORMANCE WITH SECTION 3.2.0 OF THE STANDARD SPECIFICATIONS. INSTALL PROPER SIZE INCREASERS, REDUCERS AND COUPLINGS WHERE DIFFERENT SIZES OR MATERIALS OF PIPES AND FITTINGS ARE CONNECTED. INSTALL TRACER PIPE OVER NON-METALLIC PIPING IN ACCORDANCE WITH SPS SECTION 382.30(1)(H) AND 382.36(7)(D).
- PROVIDE AND INSTALL CLEANOUTS IN ACCORDANCE WITH SPS CHAPTER 382.35. INSTALL CLEANOUTS AND RISER EXTENSIONS FORM SEWER PIPES TO PROPOSED GRADE. INSTALL PIPING SO CLEANOUTS OPEN IN DIRECTION OF FLOW IN SEWER PIPE. USE LIGHT DUTY, TOP LOADING CLASSIFICATION CLEANOUTS IN EARTH OR UNPAVED FOOT TRAFFIC AREAS; USE MEDIUM DUTY, TOP-LOADING CLASSIFICATION CLEANOUTS IN PAVED FOOT TRAFFIC AREAS; USE HEAVY DUTY, TOP-LOADING CLASSIFICATION CLEANOUTS IN VEHICULAR TRAFFIC AREAS. SET CLEANOUT FRAMES AND COVERS IN PAVEMENT AREAS FLUSH WITH PAVEMENT SURFACE.
- CLASS B COMPACTED TRENCH SECTION (FILE NO. 4 OF STANDARD SPECIFICATIONS) SHALL BE UTILIZED. BEDDING AND COVER MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 8.43.0 OF THE STANDARD SPECIFICATIONS.
- TRENCH BACKFILL MATERIAL SHALL BE GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF THE STANDARD SPECIFICATIONS BENEATH AND WITHIN FIVE FEET OF PAVEMENT AREAS; COMPACTED SPOIL BACKFILL IN ACCORDANCE WITH SECTION 8.43.5 OF THE STANDARD SPECIFICATIONS MAY BE USED BENEATH LANDSCAPE AREAS.
- MANHOLE INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 3.5.0 OF THE STANDARD SPECIFICATIONS. SET MANHOLE RIMS TO ELEVATIONS INDICATED ON PLANS.
- CATCH BASIN INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 3.6 OF THE STANDARD SPECIFICATIONS. CATCH BASIN EXCAVATION AND PREPARATION SHALL BE IN ACCORDANCE WITH SECTION 3.5.4(A) AND (B) OF THE STANDARD SPECIFICATIONS. FRAMES AND GRATES SHALL BE SET TO THE ELEVATIONS SHOWN ON THE PLANS.
- AFTER INSTALLATION OF SEWER PIPE CLEAN ALL DEBRIS FROM SEWER AND INSPECT INTERIOR OF PIPING TO DETERMINE WHETHER LINE DISPLACEMENT OR OTHER DAMAGE HAS OCCURRED. CONDUCT DEFLECTION TESTING OF INSTALLED PIPE IN ACCORDANCE WITH SECTION 3.2.6(I)(4 OF THE STANDARD SPECIFICATIONS; REPLACE ANY PIPE SECTION NOT PASSING THE DEFLECTION TESTING USING NEW PIPE MATERIALS.

EARTH MOVING:

- ALL EARTH WORK SHALL BE DONE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER PRESENTED IN THE SITE GEOTECHNICAL REPORT, GEOTECHNICAL ENGINEER RECOMMENDATIONS MADE IN THE FIELD AND THESE SPECIFICATIONS. IN CASE OF CONFLICT BETWEEN THESE SPECIFICATIONS AND THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER, THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER SHALL GOVERN.
- CONTRACTOR SHALL PROVIDE MATERIAL TEST REPORTS FROM A QUALIFIED TESTING AGENCY INDICATING TEST RESULTS FOR CLASSIFICATION ACCORDING TO ASTM D2487 AND LABORATORY COMPACTION CURVES ACCORDING TO ASTM D 1557 FOR EACH ON-SITE AND OFF-SITE SOIL MATERIAL PROPOSED FOR FILL AND BACKFILL.
- CONTRACTOR SHALL PROVIDE PREEXCAVATION PHOTOS OR VIDEOS SHOWING EXISTING CONDITIONS OF ADJOINING STRUCTURES AND SITE IMPROVEMENTS THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED BY EARTHWORK OPERATIONS.
- OLD BUILDING FOUNDATIONS, BUILDING REMNANTS OR UNSUITABLE BACKFILL MATERIAL SHALL BE COMPLETELY REMOVED FROM WITHIN AND A MINIMUM OF 10 FEET BEYOND THE NEW BUILDING PAD AREAS. THE RESULTING EXCAVATION SHALL BE BACKFILLED WITH COMPACTED ENGINEERED FILL.
- FOUNDATIONS, FOUNDATION WALLS OR CONCRETE FLOOR SLABS SHALL BE REMOVED TO A MINIMUM OF TWO FEET BELOW PROPOSED SUBGRADE WITHIN PROPOSED PARKING AND GREENSPACE AREAS. BASEMENT SLABS LOCATED BELOW 2 FEET FROM PLANNED SUBGRADE ELEVATION MAY BE LEFT IN PLACE BUT SHALL BE BROKEN INTO MAXIMUM 6 INCH PIECES TO FACILITATE DRAINAGE.
- SATISFACTORY SOILS FOR FILL: ASTM D 2487 SOIL CLASSIFICATION GROUPS GP, GM, GW, SP, AND SM OR A COMBINATION OF THESE GROUPS; FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER OR ANY SOIL GROUP OR COMBINATION OF GROUPS APPROVED OF BY THE PROJECT GEOTECHNICAL ENGINEER.
- UNSATISFACTORY SOILS FOR FILL: SOIL CLASSIFICATION GROUPS GC, SC, CL, ML, OL, CH, MH, OH, AND PT ACCORDING TO ASTM D 2487 OR A COMBINATION OF THESE GROUPS UNLESS DEEMED SATISFACTORY BY THE PROJECT GEOTECHNICAL ENGINEER. UNSATISFACTORY SOILS ALSO INCLUDE SOILS NOT MAINTAINED WITHIN 3 PERCENT OF OPTIMUM SOIL MOISTURE CONTENT AT THE TIME OF COMPACTION.
- AGGREGATE BASE COURSE BENEATH PAVEMENTS: SHALL BE 1-1/4" DENSE GRADED BASE COURSE CONFORMING TO SECTION 305 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION.
- ENGINEERED FILL: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND, ASTM D 2040; WITH AT LEAST 90 PERCENT PASSING A 1-1/2-INCH (37.5-MM) SIEVE AND NOT MORE THAN 12 PERCENT PASSING A NO. 200 SIEVE OR ANY SOIL DEEMED ACCEPTABLE FOR ENGINEERED FILL BY THE PROJECT GEOTECHNICAL ENGINEER. ENGINEERED FILL SHALL BE FREE OF ORGANIC, FROZEN, OR OTHER DELETERIOUS MATERIAL AND HAVE A MAXIMUM PARTICLE SIZE LESS THAN 3 INCHES. CLAY FILLS SHALL HAVE A LIQUID LIMIT OF LESS THAN 49 AND PLASTICITY INDEX BETWEEN 11 AND 25.
- BEDDING COURSE FOR SEWERS AND WATER SERVICE: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND CONFORMING TO THE REQUIREMENTS OF SECTION 8.43.2 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION.
- DRAINAGE COURSE BENEATH BUILDING SLABS: NARROWLY GRADED MIXTURE OF WASHED, CRUSHED STONE, OR CRUSHED OR UNCRUSHED GRAVEL, ASTM D 448; COARSE-AGGREGATE GRADING SIZE #7; WITH 100 PERCENT PASSING A 1-1/2-INCH (37.5-MM) SIEVE AND 0 TO 5 PERCENT PASSING A NO. 8 SIEVE.
- TRENCH BACKFILL MATERIAL SHALL BE GRANULAR BACKFILL IN ACCORDANCE WITH SECTION 8.43.4 OF THE STANDARD SPECIFICATIONS BENEATH AND WITHIN FIVE FEET OF PAVEMENT AREAS; COMPACTED SPOIL BACKFILL IN ACCORDANCE WITH SECTION 8.43.5 OF THE STANDARD SPECIFICATIONS MAY BE USED BENEATH LANDSCAPE AREAS.
- PIPE COVER MATERIAL: CONFORM TO SECTION 8.43.3 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION.
- PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES, AND FROM FLOODING PROJECT SITE AND SURROUNDING AREA.
- SHORING, SHEETING AND BRACING: SHORE, BRACE OR SLOPE BANKS OF EXCAVATION TO PROTECT WORKWEN, BANKS, ADJACENT PAVING, STRUCTURES, AND UTILITIES TO MEET OSHA REQUIREMENTS. DESIGN OF TEMPORARY SUPPORT OF EXCAVATION IS THE RESPONSIBILITY OF THE CONTRACTOR.
- EXCAVATE TO SUBGRADE ELEVATIONS REGARDLESS OF THE CHARACTER OF SURFACE AND SUBSURFACE CONDITIONS ENCOUNTERED. UNCLASSIFIED EXCAVATED MATERIALS MAY INCLUDE ROCK, SOIL MATERIALS, AND OBSTRUCTIONS. NO CHANGES IN THE CONTRACT SUM OR THE CONTRACT TIME WILL BE AUTHORIZED FOR ROCK EXCAVATION OR REMOVAL OF OBSTRUCTIONS.
- PROOF-ROLL SUBGRADE BELOW THE BUILDING SLABS AND PAVEMENTS WITH FULLY LOADED TANDEM AXLE DUMP TRUCK OR RUBBER TIERED VEHICLE OF SIMILAR SIZE AND WEIGHT. TYPICALLY 9 TONS/AXLE, WHERE COHESIVE SOILS ARE ENCOUNTERED OR WITH A SMOOTH DRUMMED VIBRATORY ROLLER WHERE GRANULAR SOILS ARE PRESENT. DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES AND PROOFROLL IN DRY WEATHER. PROOF ROLL IN PRESENCE OF PROJECT GEOTECHNICAL ENGINEER OR TECHNICIAN. SOILS THAT ARE OBSERVED TO RUT OR DEFLECT EXCESSIVELY UNDER THE MOVING LOAD (TYPICALLY >1") SHALL BE UNDERCUT AND REPLACED WITH PROPERLY COMPACTED ENGINEERED FILL. IN PAVEMENT AREAS WHERE UNDERCUTS ARE PERFORMED, THE EDGES OF THE OVEREXCAVATIONS SHALL BE FEATHERED INTO THE SURROUNDING SUITABLE SOIL SO THAT EDGE FAILURE OF THE OVEREXCAVATED AREA DOES NOT OCCUR.
- DUE TO CLAYEY SOILS, IF UNDERCUTS OCCUR WITHIN PAVEMENT AREAS AND THEY ARE BACKFILLED WITH GRANULAR SOILS, THE BOTTOM OF THE OVEREXCAVATION SHALL BE SLOPED TO A DRAIN TILE THAT IS IN KIND SLOPED TOWARD THE NEAREST STORM SEWER. MINIMUM SLOPES OF SUCH DRAIN TILES SHALL BE 0.5%.
- CONVENTIONAL DISKING AND AERATION TECHNIQUES SHALL BE USED TO DRY SOILS BEFORE PROOF ROLLING. ALLOT FOR PROPER DRYING TIME IN PROJECT SCHEDULE.
- ENGINEERED FILL SHALL BE PLACED IN MAXIMUM LIFTS OF EIGHT INCHES OF LOOSE MATERIAL AND COMPACTED WITHIN 3% OF OPTIMUM SOIL MOISTURE CONTENT VALUE AND A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST ASTM D1557. EACH LIFT OF COMPACTED ENGINEERED FILL SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER OR TECHNICIAN.
- EXISTING OLD FILL MATERIAL SHALL BE REMOVED BELOW FOOTINGS OR FOUNDATION SUPPORTING FILL. ENGINEERED FILL BELOW FOOTINGS SHOULD HAVE AN IN-PLACE DENSITY OF 95% OF THE MAXIMUM DRY DENSITY AND A MOISTURE CONTENT WITHIN 3% OF OPTIMUM AS DETERMINED BY ASTM D1557. ENGINEERED FILL BELOW FOOTINGS SHALL BE EVALUATED BY IN-FIELD DENSITY TESTS DURING CONSTRUCTION.
- WHERE UNSUITABLE BEARING SOILS ARE ENCOUNTERED IN A FOOTING EXCAVATION, THE EXCAVATION SHALL BE DEEPEINED TO COMPETENT BEARING SOIL, AND THE FOOTING LOWERED OR AN OVEREXCAVATION AND BACKFILL PROCEDURE PERFORMED. OVEREXCAVATION AND BACKFILL TREATMENT REQUIRES WIDENING THE DEEPEINED EXCAVATION IN ALL DIRECTIONS AT LEAST 6 INCHES BEYOND THE EDGE OF THE FOOTING FOR EACH 12 INCHES OF OVEREXCAVATION DEPTH. THE OVEREXCAVATION SHALL BE BACKFILLED UP TO FOOTING BASE ELEVATION IN MAXIMUM 8 INCH LOOSE LIFTS WITH SUITABLE GRANULAR FILL MATERIAL AND COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AND A MOISTURE CONTENT WITHIN 3% OF OPTIMUM AS DETERMINED BY ASTM D1557. SOILS AT FOUNDATION BEARING ELEVATION IN THE FOOTING EXCAVATIONS SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER OR TECHNICIAN.
- A MINIMUM OF FOUR INCHES OF DRAINAGE COURSE MAT SHALL BE PLACED BELOW BUILDING FLOOR SLABS. DRAINAGE COURSE SHALL BE COMPACTED TO A MINIMUM OF 95% COMPACTION WITH RESPECT TO THE MODIFIED PROCTOR (ASTM D1557)
- UTILITY TRENCHES FOR SEWER AND WATER SHALL CONFORM TO CLASS B COMPACTED TRENCH SECTION IN ACCORDANCE WITH FILE NO. 4 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION.
- BACKFILL UTILITY TRENCHES IN 4 TO 6 INCH LOOSE LIFTS COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557. BACKFILL SHALL BE MOISTURE CONDITIONED TO BE WITH 3% OF OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D1557.
- UTILITY BEDDING PLACEMENT: CONFORM TO SECTION 3.2.6 OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, LATEST EDITION. BEDDING MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% COMPACTION WITH RESPECT TO THE MODIFIED PROCTOR (ASTM D1557).
- COMPACTION TESTING OF UTILITY TRENCHES SHALL BE PERFORMED FOR EVERY 200 CUBIC YARDS OF BACKFILL PLACED OR EACH LIFT WITHIN 200 LINEAR FEET OF TRENCH, WHICHEVER IS LESS.
- AGGREGATE BASE COURSE BENEATH PAVEMENTS SHALL BE PLACED AND COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY WITH A MOISTURE CONTENT WITHIN 3% OF OPTIMUM AS DETERMINED BY ASTM D1557. AGGREGATE BASE SHALL BE OBSERVED AND TESTED BY A QUALIFIED GEOTECHNICAL ENGINEER OR TECHNICIAN.
- GRADING GENERAL: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED. SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND TO PREVENT PONDING.
- TESTING AGENCY: CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL ENGINEERING TESTING AGENCY TO PERFORM FIELD QUALITY-CONTROL TESTING.
- FOOTING SUBGRADE TESTING: EACH ISOLATED FOOTING SHALL INCLUDE AT LEAST ONE TEST PROBE. TEST PROBES SHALL BE PERFORMED EVERY 20 LINEAR FEET IN CONTINUOUS FOOTINGS.
- BUILDING SLAB AREA TESTING: AT SUBGRADE AND AT EACH COMPACTED FILL AND BACKFILL LAYER, AT LEAST 1 TEST PER LIFT FOR EVERY 2500 SQ. FT. OR LESS OF BUILDING SLAB, BUT IN NO CASE FEWER THAN 3 TESTS.
- PAVEMENT AREA TESTING: AT SUBGRADE AND AT EACH COMPACTED FILL AND BACKFILL LAYER, AT LEAST ONE TEST FOR EVERY LIFT FOR EVERY 2,500 SQUARE FEET OF PAVEMENT AREA, BUT IN NO CASES FEWER THAN 3 TESTS.
- UTILITY TRENCH BACKFILL TESTING: ONE TEST FOR EACH 200 CUBIC YARDS OF FILL BACKFILL PLACED OR ONE TEST PER 200 LINEAR FEET OF TRENCH FOR EACH LIFT, WHICHEVER IS LESS.
- FOUNDATION WALL BACKFILL: AT EACH COMPACTED BACKFILL LAYER, AT LEAST 1 TEST PER LIFT FOR EACH 50 FEET OR LESS OF WALL LENGTH, BUT NO FEWER THAN 2 TESTS.
- WHEN TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL, TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
- DISPOSAL: REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING UNSATISFACTORY SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF IT OFF OWNER'S PROPERTY.

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CONCRETE PAVING:

1. THE COMPOSITION, PLACING AND CONSTRUCTION OF CONCRETE PAVEMENTS SHALL BE IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF SECTIONS 415, 416, 501, 601, AND 602 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION (WISDOT STANDARD SPECIFICATIONS) AND LOCAL MUNICIPAL REQUIREMENTS AND SPECIFICATIONS.
2. CONTRACTOR SHALL PROVIDE PRODUCT DATA FOR EACH TYPE OF PRODUCT INDICATED - INCLUDE TECHNICAL DATA AND TESTED PHYSICAL AND PERFORMANCE PROPERTIES; JOB-MIX DESIGNS: CERTIFICATION THAT MIX MEETS OR EXCEEDS WISDOT STANDARD SPECIFICATIONS; AND MATERIAL CERTIFICATES CERTIFYING COMPLIANCE WITH WISDOT STANDARD SPECIFICATIONS.
3. MANUFACTURER QUALIFICATIONS: MANUFACTURER OF READY-MIXED CONCRETE PRODUCTS WHO COMPLIES WITH ASTM C 94/C 94M REQUIREMENTS FOR PRODUCTION FACILITIES AND EQUIPMENT AND APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.
4. CONCRETE GRADE: GRADE A OR GRADE A-2 CONFORMING TO SECTION 501.3.1.3 OF THE WISDOT STANDARD SPECIFICATIONS
5. AGGREGATES: CONFORM TO SECTION 501 OF THE WISDOT STANDARD SPECIFICATIONS. PROVIDE AGGREGATES FROM A SINGLE SOURCE.
6. WATER: ASTM C 94/C 94M AND SECTION 501 OF THE WISDOT STANDARD SPECIFICATIONS.
7. AIR-ENTRAINING ADMIXTURE: ASTM C 260 AND SECTION 501 OF THE WISDOT STANDARD SPECIFICATIONS.
8. CHEMICAL ADMIXTURES: PER SECTION 501 OF THE WISDOT STANDARD SPECIFICATIONS.
9. CURING MATERIALS IN ACCORDANCE WITH SECTION 415.3.12 OF THE WISDOT STANDARD SPECIFICATIONS.
10. EXPANSION JOINT MATERIAL: CONFORM TO SECTION 415.2.2 OF THE WISDOT STANDARD SPECIFICATIONS.
11. MEASURE, BATCH, AND MIX CONCRETE MATERIALS AND CONCRETE IN ACCORDANCE WITH SECTION 501 OF THE WISDOT STANDARD SPECIFICATIONS.
12. GENERAL EXECUTION: CONFORM TO SECTION 415 OF THE WISDOT STANDARD SPECIFICATIONS.
13. PROOFROLL SUBGRADE AND AGGREGATE BASE AS OUTLINED IN EARTH MOVING SPECIFICATION PRIOR TO PLACEMENT OF PAVEMENTS.
14. SET, BRACE, AND SECURE EDGE FORMS, BULKHEADS, AND INTERMEDIATE SCREED GUIDES FOR PAVEMENT TO REQUIRED LINES, GRADES, AND ELEVATIONS. INSTALL FORMS TO ALLOW CONTINUOUS PROGRESS OF WORK AND SO FORMS CAN REMAIN IN PLACE AT LEAST 24 HOURS AFTER CONCRETE PLACEMENT.
15. CLEAN FORMS AFTER EACH USE AND COAT WITH FORM-RELEASE AGENT TO ENSURE SEPARATION FROM CONCRETE WITHOUT DAMAGE.
16. JOINTS GENERAL: FORM CONSTRUCTION, ISOLATION, AND CONTRACTION JOINTS AND TOOL EDGINGS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. CONSTRUCT TRANSVERSE JOINTS AT RIGHT ANGLES TO CENTERLINE, UNLESS OTHERWISE INDICATED. CONFORM TO SECTION 415 OF THE WISDOT STANDARD SPECIFICATIONS
17. CONSTRUCTION JOINTS: SET CONSTRUCTION JOINTS AT SIDE AND END TERMINATIONS OF PAVEMENT AND AT LOCATIONS WHERE PAVEMENT OPERATIONS ARE STOPPED FOR MORE THAN ONE-HALF HOUR UNLESS PAVEMENT TERMINATES AT ISOLATION JOINTS.
18. ISOLATION JOINTS: FORM ISOLATION JOINTS OF PREFORMED JOINT-FILLER STRIPS ABUTTING CONCRETE CURBS, CATCH BASINS, MANHOLES, INLETS, STRUCTURES, WALKS, OTHER FIXED OBJECTS, AND WHERE INDICATED.
19. CONTRACTION JOINTS: FORM WEAKENED-PLANE CONTRACTION JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED. CONSTRUCT CONTRACTION JOINTS FOR A DEPTH EQUAL TO AT LEAST ONE-FOURTH OF THE CONCRETE THICKNESS TO MATCH JOINTING OF EXISTING ADJACENT CONCRETE PAVEMENT.
20. EDGING: TOOL EDGES OF PAVEMENT, GUTTERS, CURBS, AND JOINTS IN CONCRETE AFTER INITIAL FLOATING WITH AN EDGING TOOL TO A 1/4-INCH RADIUS. REPEAT TOOLING OF EDGES AFTER APPLYING SURFACE FINISHES. ELIMINATE TOOL MARKS ON CONCRETE SURFACES.
21. CURBING: COMPLY WITH SECTION 601 OF THE WISDOT STANDARD SPECIFICATIONS.
22. SIDEWALKS: COMPLY WITH SECTION 602 OF THE WISDOT STANDARD SPECIFICATIONS.
23. MOISTEN AGGREGATE TO PROVIDE A UNIFORM DAMPENED CONDITION AT TIME CONCRETE IS PLACED.
24. FINISH CURBING IN ACCORDANCE WITH SECTION 601.3.5 OF THE WISDOT STANDARD SPECIFICATIONS.
25. FINISH SIDEWALK AND PATIO IN ACCORDANCE WITH SECTION 602.3.2.3 OF THE WISDOT STANDARD SPECIFICATIONS (LIGHT BROOM FINISH).
26. FINISH CONCRETE VEHICULAR PAVEMENTS AND PADS IN ACCORDANCE WITH SECTION 415.3.8 OF THE WISDOT STANDARD SPECIFICATIONS (ARTIFICIAL TURF DRAG FINISH).
27. PROTECT AND CURE SIDEWALK IN ACCORDANCE WITH SECTION 602.3.2.6 OF THE WISDOT STANDARD SPECIFICATIONS.
28. PROTECT AND CURE CURBING IN ACCORDANCE WITH SECTION 601.3.7 OF THE WISDOT STANDARD SPECIFICATIONS.
29. PROTECT AND CURE VEHICULAR CONCRETE PAVING IN ACCORDANCE WITH SECTION 415.3.12 OF THE WISDOT STANDARD SPECIFICATIONS.
30. REMOVE AND REPLACE CONCRETE PAVEMENT THAT IS BROKEN, DAMAGED, OR DEFECTIVE OR THAT DOES NOT COMPLY WITH REQUIREMENTS IN THIS SECTION.
31. PROTECT CONCRETE FROM DAMAGE. EXCLUDE TRAFFIC FROM PAVEMENT FOR AT LEAST 7 DAYS AFTER PLACEMENT.
32. MAINTAIN CONCRETE PAVEMENT FREE OF STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIAL. SWEEP CONCRETE PAVEMENT NOT MORE THAN TWO DAYS BEFORE DATE SCHEDULED FOR SUBSTANTIAL COMPLETION INSPECTIONS.

ASPHALTIC PAVING:

1. THE COMPOSITION, PLACING AND CONSTRUCTION OF ASPHALTIC PAVEMENTS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460, 465, AND 475 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION (WISDOT STANDARD SPECIFICATIONS).
2. CONTRACTOR SHALL PROVIDE PRODUCT DATA FOR EACH TYPE OF PRODUCT INDICATED - INCLUDE TECHNICAL DATA AND TESTED PHYSICAL AND PERFORMANCE PROPERTIES; JOB-MIX DESIGNS: CERTIFICATION THAT MIX MEETS OR EXCEEDS WISDOT STANDARD SPECIFICATIONS; AND MATERIAL CERTIFICATES CERTIFYING COMPLIANCE WITH WISDOT STANDARD SPECIFICATIONS.
3. MANUFACTURER QUALIFICATIONS: MANUFACTURER SHALL BE REGISTERED WITH AND APPROVED BY THE DOT OF THE STATE IN WHICH PROJECT IS LOCATED.
4. ENVIRONMENTAL LIMITATIONS: DO NOT APPLY ASPHALT MATERIALS IF BASE COURSE IS WET OR EXCESSIVELY DAMP OR IF THE FOLLOWING CONDITIONS ARE NOT MET: APPLY TACK COAT WHEN AMBIENT TEMPERATURE IS ABOVE 50 DEGREES FAHRENHEIT AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35 DEGREES FARENHEIGHT FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION; PLACE ASPHALTIC CONCRETE SURFACE COURSE WHEN TEMPERATURE IS ABOVE 40 DEGREES FAHRENHEIGHT; BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30 DEGREES FAHRENHEIGHT AND WINDY; PROTECT WORK PAVEMENT MARKING ONLY ON CLEAN, DRY SURFACES. DO NOT APPLY BELOW THE MINIMUM PAVEMENT TEMPERATURE AS RECOMMENDED BY THE MANUFACTURER.
5. AGGREGATES SHALL BE IN ACCORDANCE WITH SECTION 460.2.2 OF THE WISDOT STANDARD SPECIFICATIONS.
6. ASPHALT MATERIALS SHALL BE IN ACCORDANCE WITH CHAPTER 455 OF THE WISDOT STANDARD SPECIFICATIONS.
7. PAVEMENT MARKING PAINT: PROVIDE PAINT FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION'S APPROVED PRODUCTS LIST. COLOR SHALL BE WHITE UNLESS INDICATED OTHERWISE ON PLANS.
8. HOT-MIX ASPHALT: ASPHALTIC BINDER COURSE AND SURFACE COURSE SHALL BE MIXTURE E-1 FOR REGULAR DUTY PAVEMENT AND E-1 FOR HEAVY DUTY PAVEMENT COMPLYING WITH THE WISDOT STANDARD SPECIFICATIONS.
9. AGGREGATE BASE COURSE BENEATH PAVEMENTS: SHALL BE 1-1/4" DENSE GRADED BASE COURSE CONFORMING TO SECTION 305 OF THE WISDOT STANDARD SPECIFICATIONS.
10. PAVEMENT PLACEMENT GENERAL: ASPHALT CONCRETE PAVING EQUIPMENT, WEATHER LIMITATIONS, JOB-MIX FORMULA, MIXING, CONSTRUCTION METHODS, COMPACTION, FINISHING, TOLERANCE AND PROTECTION SHALL CONFORM TO THE REQUIREMENTS OF THE APPROPRIATE SECTIONS OF THE WISDOT STANDARD SPECIFICATIONS.
11. PREPARE AND PROOFROLL SUBGRADES AND AGGREGATE BASE COURSE AS OUTLINED IN EARTH MOVING SPECIFICATIONS PRIOR TO PLACEMENT OF ASPHALT PAVEMENTS.
12. SWEEP LOOSE GRANULAR PARTICLES FROM SURFACE OF AGGREGATE BASE COURSE PRIOR TO PAVEMENT PLACEMENT. DO NOT DISLODGE OR DISTURB AGGREGATE EMBEDDED IN COMPACTED SURFACE OF BASE COURSE.
13. SPREAD AND FINISH ASPHALTIC MIXTURE IN ACCORDANCE WITH SECTION 450.3.2.5 OF THE WISDOT STANDARD SPECIFICATIONS. PAVEMENT THICKNESSES SHALL BE AS INDICATED ON THE PLANS.
14. PROMPTLY CORRECT SURFACE IRREGULARITIES IN PAVING COURSE BEHIND PAVER. USE SUITABLE HAND TOOLS TO REMOVE EXCESS MATERIAL FORMING HIGH SPOTS. FILL DEPRESSIONS WITH HOT-MIX ASPHALT TO PREVENT SEGREGATION OF MIX; USE SUITABLE HAND TOOLS TO SMOOTH SURFACE.
15. COMPACT ASPHALTIC PAVEMENT IN ACCORDANCE WITH SECTION 450.3.2.6 OF THE WISDOT STANDARD SPECIFICATIONS.
16. PROTECTION: AFTER FINAL ROLLING, DO NOT PERMIT VEHICULAR TRAFFIC ON PAVEMENT UNTIL IT HAS COOLED AND HARDENED. ERECT BARRICADES TO PROTECT PAVING FROM TRAFFIC UNTIL MIXTURE HAS COOLED ENOUGH NOT TO BECOME MARKED.
17. THICKNESS TOLERANCE: COMPACT EACH COURSE TO PRODUCE THE THICKNESS INDICATED WITHIN PLUS/MINUS 1/4 INCH FOR BINDER COURSE AND PLUS 1/4 INCH FOR SURFACE COURSE, NO MINUS.
18. SURFACE SMOOTHNESS TOLERANCE: COMPACT EACH COURSE TO PRODUCE A SURFACE SMOOTHNESS WITHIN THE FOLLOWING TOLERANCES AS DETERMINED BY USING A 10-FOOT STRAIGHTEDGE APPLIED TRANSVERSELY OR LONGITUDINALLY TO PAVED AREAS: BINDER COURSE: 1/4 INCH; SURFACE COURSE: 1/8 INCH. REMOVE AND REPLACE ALL HUMPS OR DEPRESSIONS EXCEEDING THE SPECIFIED TOLERANCES.
19. DO NOT APPLY PAVEMENT-MARKING PAINT UNTIL LAYOUT, COLORS, AND PLACEMENT HAVE BEEN VERIFIED WITH ENGINEER.
20. APPLY MARKINGS TO A DRY SURFACE FREE FROM FROST. REMOVE DUST, DIRT, OIL, GREASE, GRAVEL, DEBRIS OR OTHER MATERIAL THAT MAY PREVENT BONDING TO THE PAVEMENT.
21. APPLY PAINT AS THE MANUFACTURER SPECIFIES WITH MECHANICAL EQUIPMENT TO PRODUCE PAVEMENT MARKINGS, OF DIMENSIONS INDICATED, WITH UNIFORM, STRAIGHT EDGES. APPLY AT MANUFACTURER'S RECOMMENDED RATES AT A MINIMUM RATE OF 17.6 GALLONS/MILE FOR A CONTINUOUS 4" LINE.
22. TESTING AGENCY: CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS AND TO PREPARE TEST REPORTS.

BIOFILTRATION BASIN:

1. BIOFILTRATION BASIN SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH WDNR TECHNICAL STANDARD 1004: BIORETENTION FOR INFILTRATION AND THESE SPECIFICATIONS.
2. ENGINEERED SOIL MIX SHALL CONSIST OF A MIX OF 70 TO 85% SAND AND 15 TO 30% COMPOST BASED ON VOLUME. SAND SHALL MEET THE REQUIREMENTS FOR FINE AGGREGATE SAND SPECIFIED SECTION 501.2.5.3.4 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION OR MEET ASTM C33 (FINE AGGREGATE CONCRETE SAND).
3. PRIOR TO PLACEMENT IN THE BIOFILTRATION BASIN, THE ENGINEERED SOIL SHALL BE PREMIXED AND THE MOISTURE CONTENT SHALL BE LOW ENOUGH TO PREVENT CLUMPING AND COMPACTION DURING PLACEMENT.
4. THE ENGINEERED SOIL SHALL BE PLACED IN MULTIPLE LIFTS, EACH APPROXIMATELY 12 INCHES IN DEPTH.
5. ENGINEERED SOIL MIX SHALL BE FREE OF ROCKS, STUMPS, ROOTS, BRUSH OR OTHER MATERIAL OVER ONE INCH IN DIAMETER. NO OTHER MATERIALS SHALL BE MIXED WITH THEE PLANTING SOIL THAT MAY BE HARMFUL TO PLANT GROWTH OR BE A HINDRANCE TO PLANTING OR MAINTENANCE.
6. ENGINEERED SOIL AND GRAVEL SHALL BE IN ACCORDANCE WITH THE LATEST WDNR TECHNICAL STANDARD 1004.
7. PEA GRAVEL SHALL BE GRADED SUCH THAT MINIMUM PARTICLE SIZE IS LARGE ENOUGH TO PREVENT FALLING THROUGH PERFORATIONS OF THE UNDERDRAIN PIPE.
8. BIOFILTRATION BASIN DRAIN PIPE: 6-INCH SCHEDULE 40 PVC PIPE MEETING PERFORATION REQUIREMENTS OF AASHTO M278 HIGHWAY UNDERDRAIN SPECIFICATIONS WITH 3/8" PERFORATIONS ON 6" CENTERS WITH 4 HOLES PER ROW.
9. BEEHIVE INLET: NEENAH R-256I, OR EQUAL.
10. RISER STRUCTURE: 36" DIAMETER PRECAST CATCH BASIN STRUCTURE WITH 24" TOP OPENING TO ACCOMMODATE BEEHIVE INLET. IN GENERAL ACCORDANCE WITH FILE NO. 26 OF THE STANDARD SPECIFICATONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
11. GRAVEL STORAGE LAYER (IF INDICATED ON PLANS): COURSE AGGREGATE #2 IN ACCORDANCE WITH SECTION 501.2.5.4.4 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.
12. FILTER FABRIC: GEOTEXTILE FABRIC IN ACCORDANCE WITH SECTION 645.2.4 OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
13. EXCAVATE TO GRADES AS INDICATED ON PLANS.
14. CONSTRUCT TEMPORARY DIVERSION SWALES OR PROVIDE OTHER MEANS AS NECESSARY TO PREVENT CONSTRUCTION SITE RUNOFF FROM DISTURBED AREAS, AND RUNOFF FROM PREVIOUS AREAS WHICH HAVE NOT YET BEEN STABILIZED, FROM ENTERING THE BIORETENTION AREA.
15. CONSTRUCTION SHALL BE SUSPENDED DURING PERIODS OF RAINFALL OR SNOWMELT. CONSTRUCTION SHALL REMAIN SUSPENDED IF PONDED WATER IS PRESENT OR IF RESIDUAL SOIL MOISTURE CONTRIBUTES SIGNIFICANTLY TO THE POTENTIAL FOR SOIL SMEARING, CLUMPING OR OTHER FORMS OF COMPACTION.
16. COMPACTION AND SMEARING OF THE ENGINEERED SOIL AND TOP SOIL BENEATH THE FLOORS, IN THE SOIL PLANTING BED, AND THE SIDE SLOPES OF THE BASIN, AND COMPACTION OF THE ENGINEERED SOILS IN THE BASIN SHALL BE MINIMIZED. DURING SITE DEVELOPMENT, THE AREA DEDICATED TO THE BIOFILTRATION BASIN SHALL BE CORDONED OFF TO PREVENT ACCESS BY HEAVY EQUIPMENT. ACCEPTABLE EQUIPMENT FOR CONSTRUCTING THE BIOFILTRATION BASIN INCLUDES EXCAVATION HOES, LIGHT EQUIPMENT WITH TURF TYPE TIRES, MARSH EQUIPMENT OR WIDE-TRACK LOADERS.
17. IF COMPACTION OCCURS AT THE BASE OF THE BIOFILTRATION BASIN, THE SOIL SHALL BE REFRACTURED TO A DEPTH OF AT LEAST 12 INCHES. IF SMEARING OCCURS, THE SMEARED AREAS OF THE INTERFACE SHALL BE CORRECTED BY RAKING OR ROTO-TILLING.
18. STEPS MAY BE TAKEN TO INDUCE MILD SETTLING OF THE ENGINEERED SOIL BED AS NEEDED TO PREPARE A STABLE PLANTING MEDIUM AND TO STABILIZE THE PONDING DEPTH. VIBRATING PLATE-STYLE COMPACTORS SHALL NOT BE UTILIZED.
19. ANY SEDIMENT ACCUMULATED IN THE BASIN DUE TO CONSTRUCTION ACTIVITIES SHOULD BE REMOVED AND THE ENGINEERED SOIL SHALL BE DEEP TILLED PRIOR TO PLANTING.
20. IMPERVIOUS LINER SHALL BE 45 MIL FIRESTONE EPDM (GSI PRODUCTS), OR 30 MIL PVC (GSI PRODUCTS), OR EQUAL.

SCHEMATIC DESIGN

Drawing Date
6/18/2018

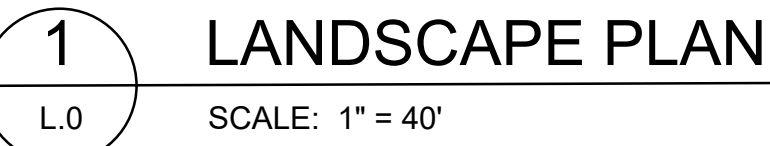
EAST MEQUON
CORPORATE CENTER

12100 NORTH CORPORATE PARKWAY

Project No. Irgens
17297 000123

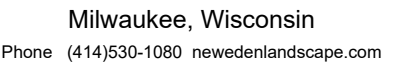
Sheet Title

SPECIFICATIONS



CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES
<u>Dec. Trees</u>						
Cra / Win	6	Crataegus viridis 'Winter King'	Winter King Hawthorn	1 1/2"-2"	BB	Single stem
Gle / Sky	16	Gleditsia triacanthos 'Skycole'	Skyline Honeylocust	2 1/2"-3"	BB	
Mal / ReJ	6	Malus 'Jewelcole' PP 3267	Red Jewel Crabapple	1 1/2"-2"	BB	
Que / bic	14	Quercus bicolor	Swamp White Oak	2 1/2"-3"	BB	
Syr / Ivo	16	Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac	1 1/2"-3"	BB	
Til / Gre	14	Tilia cordata 'Greenspire' PP 2086	Greenspire Linden	2 1/2"-3"	BB	
Ulm / Tri	10	Ulmus 'Triumph'	Triumph Elm	2 1/2"-3"	BB	
<u>Ev. Tree</u>						
Abi / con	3	Abies concolor	White Fir	6' - 7' ht.	BB	
Pic / abi	12	Picea abies	Norway Spruce	6' - 7' ht.	BB	
Pin / str	2	Pinus strobus	Eastern White Pine	6' - 7' ht.	BB	
<u>Ev. Shrubs</u>						
Jun / Kal	59	Juniperus chinensis 'Pfitzeriana Kallay'	Kallays Compact Juniper	18" - 24"	Cont.	
Tax / den	29	Taxus x media 'Densiformis'	Densi Yew	18" - 24"	Cont.	
<u>Dec. Shrub</u>						
Aro / Iro	88	Aronia melanocarpa 'Iroquois'	Black Chokeberry	24" - 30"	Cont.	
For / Mea	18	Forsythia x 'Meadowlark'	Meadowlark Forsythia	30" - 36"	Cont.	
Phy / Dia	18	Physocarpus opulifolius 'Diablo'	Diablo Ninebark	24" - 30"	Cont.	
Rhu / Gro	112	Rhus aromatica 'Gro-low'	Gro-low Sumac	2 gallon	Cont.	
Spi / Ant	28	Spirea bumalda 'Anthony Waterer'	Anthony Waterer Spirea	24" - 30"	Cont.	
Syr / mey	17	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24" - 30"	Cont.	
<u>Perennials</u>						
Hem / Hap	48	Heemerocallis x Happy Returns	Happy Returns Daylily	1 gallon	Cont.	
<u>Ornamental Grasses</u>						
Cal / Kar	108	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gallon	Cont.	
Pan / Hea	23	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	1 gallon	Cont.	
<u>Groundcovers</u>						
Pac / Gre	650	Pachysandra terminalis 'Green Carpet'	Green Carpet Pachysandra	3"	Cont.	

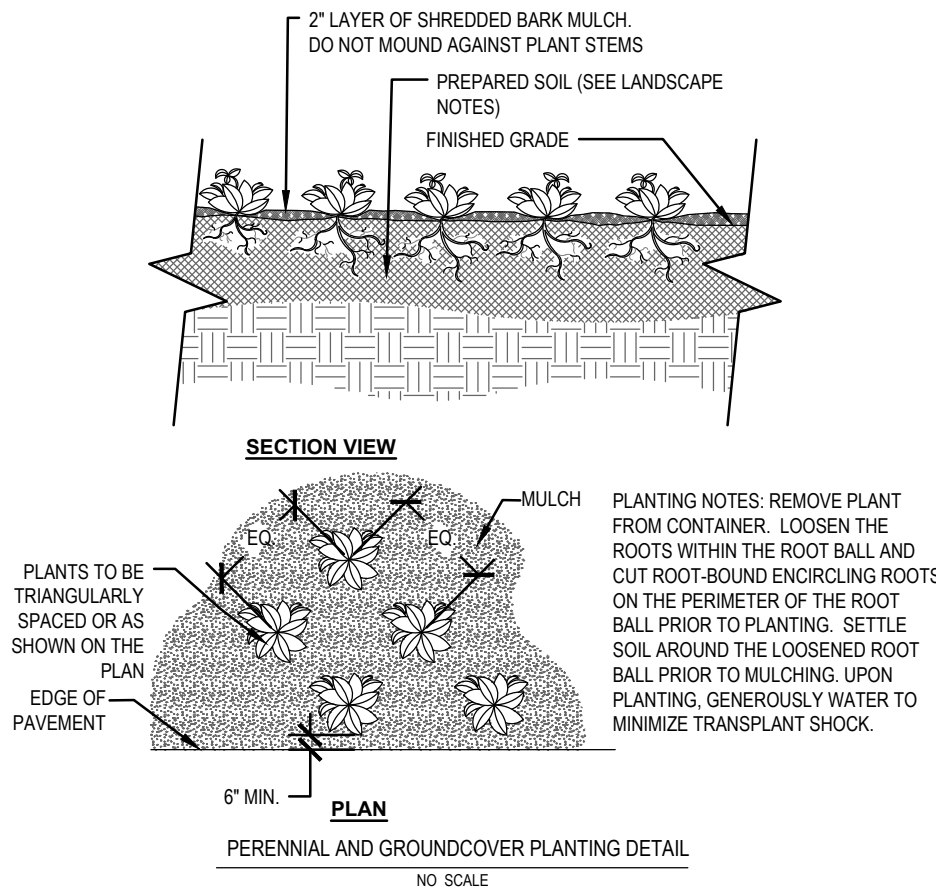
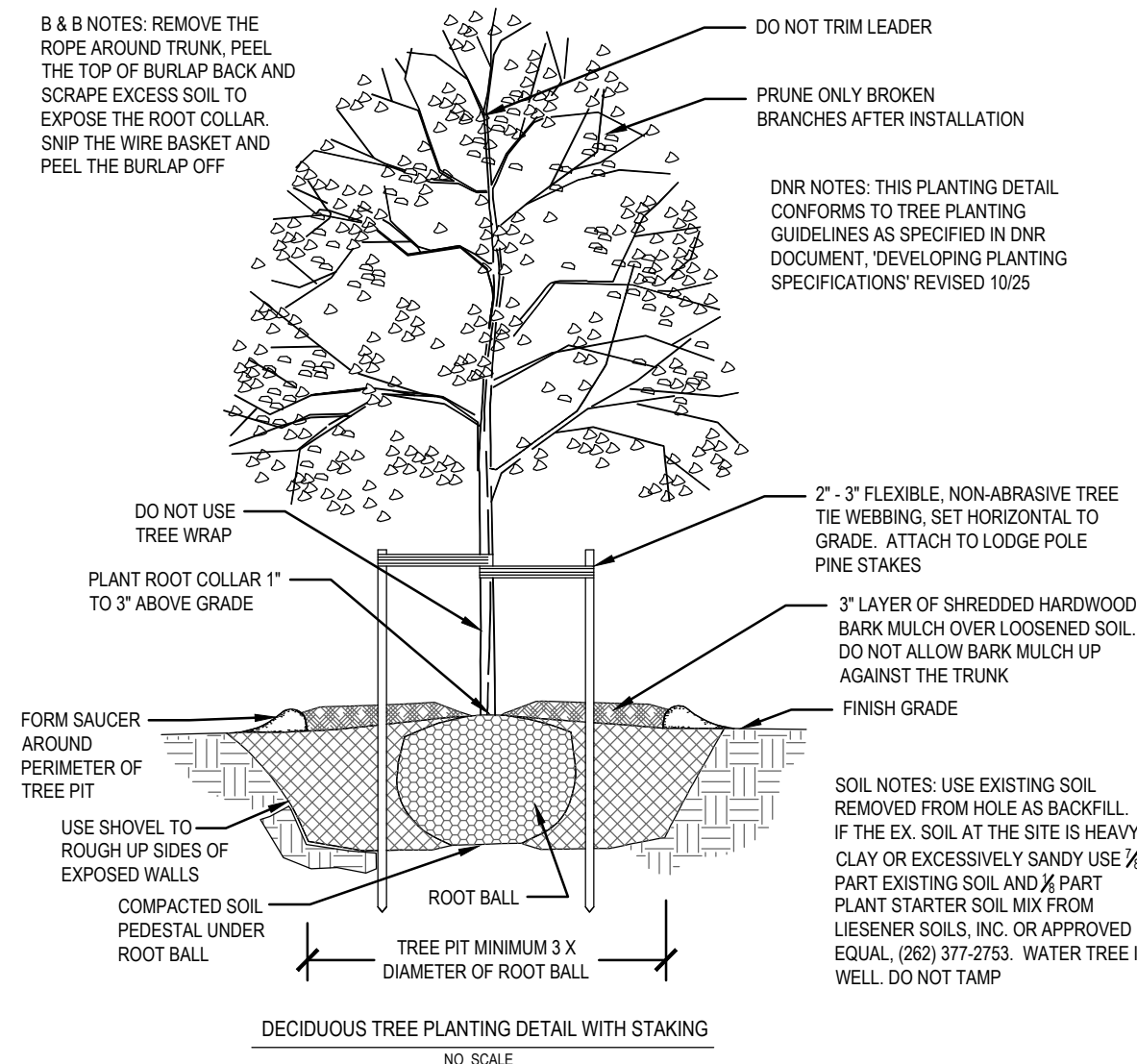
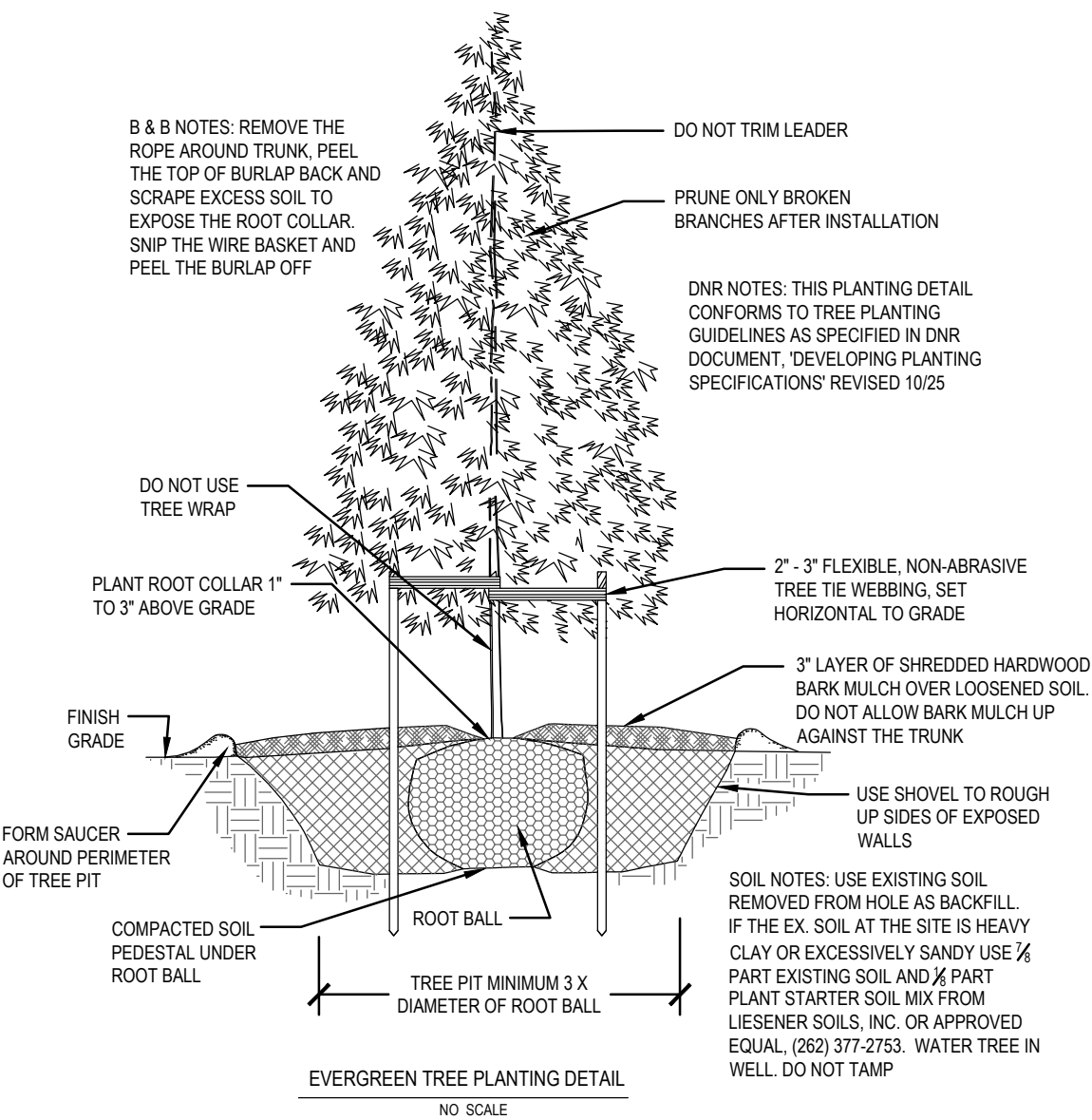
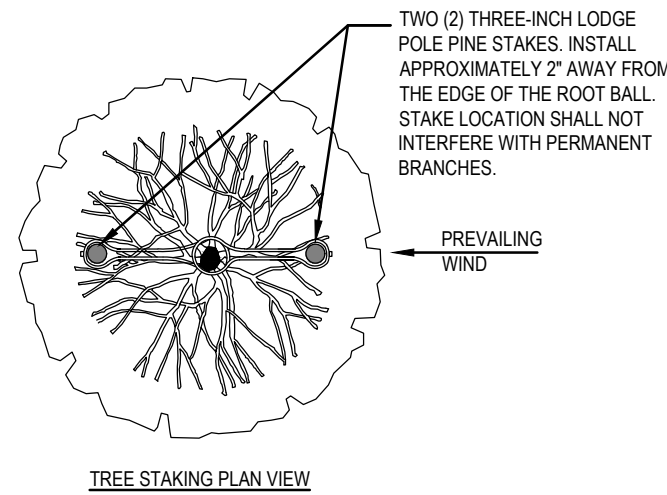
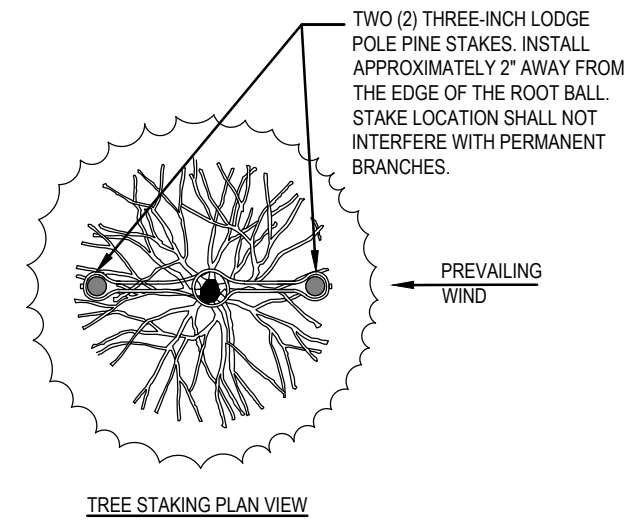
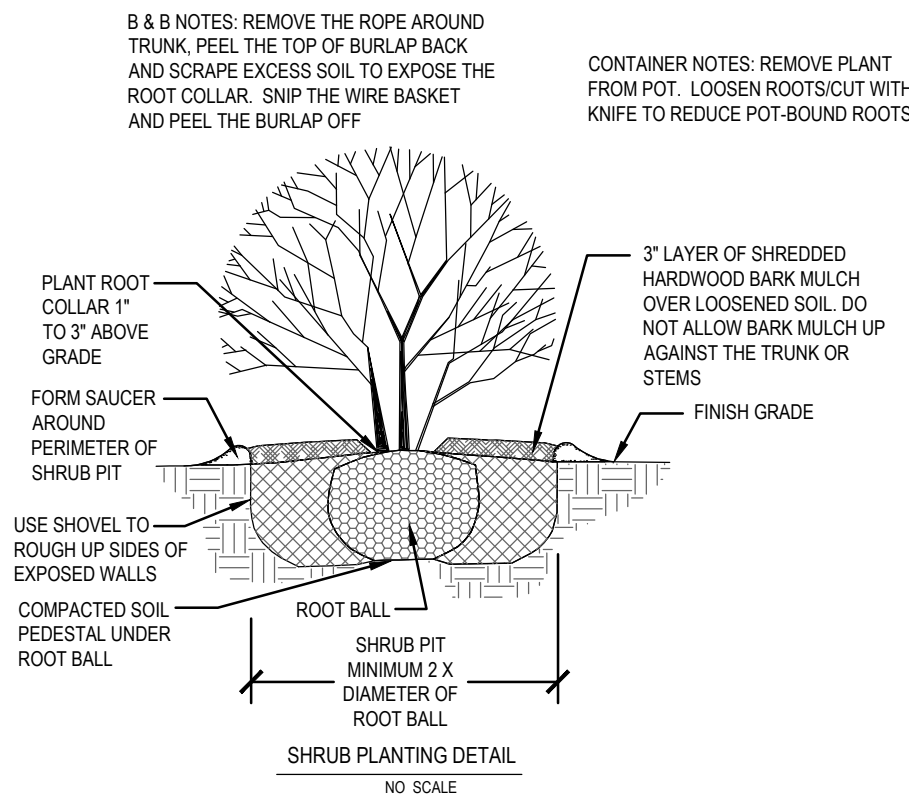
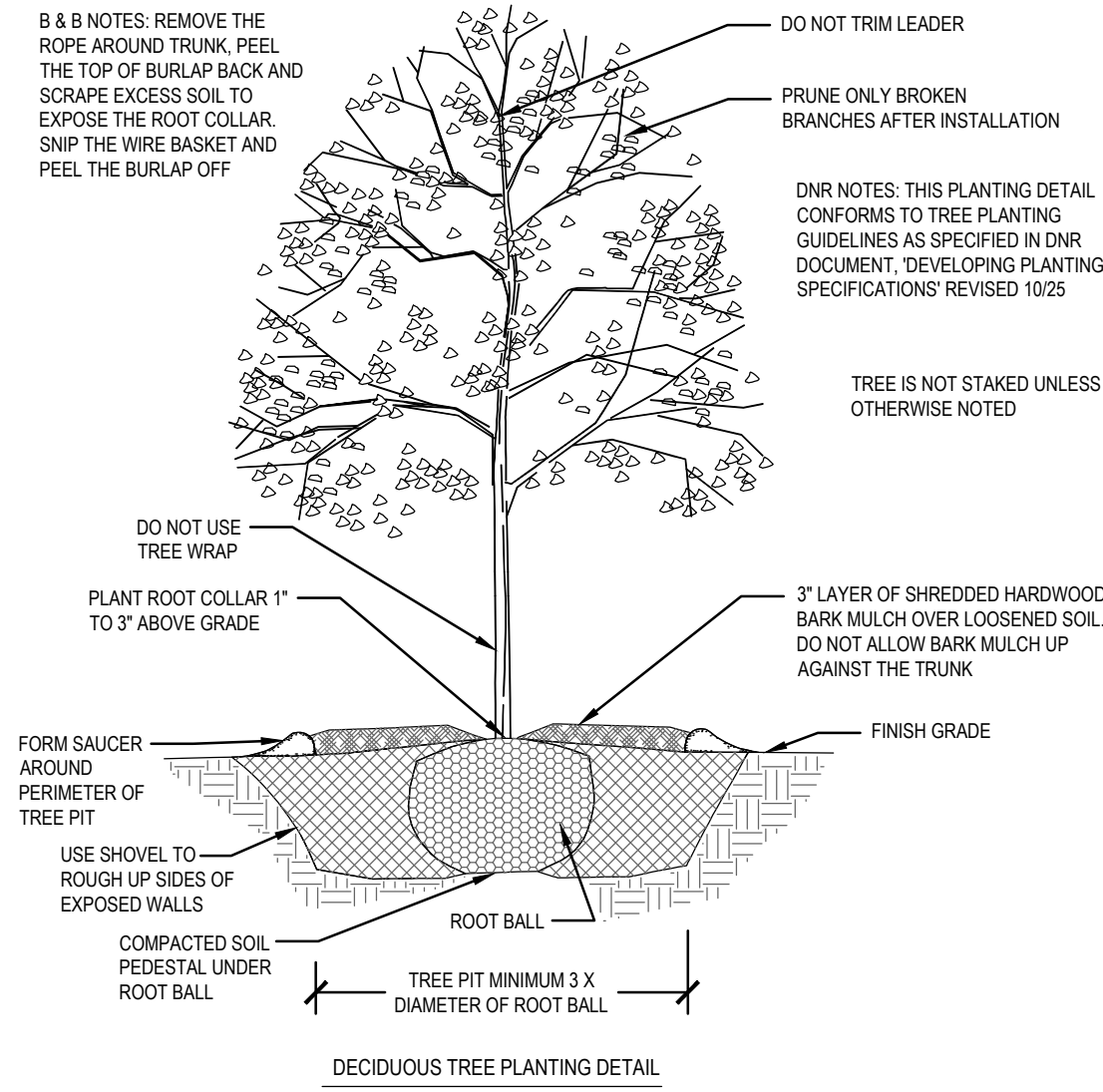
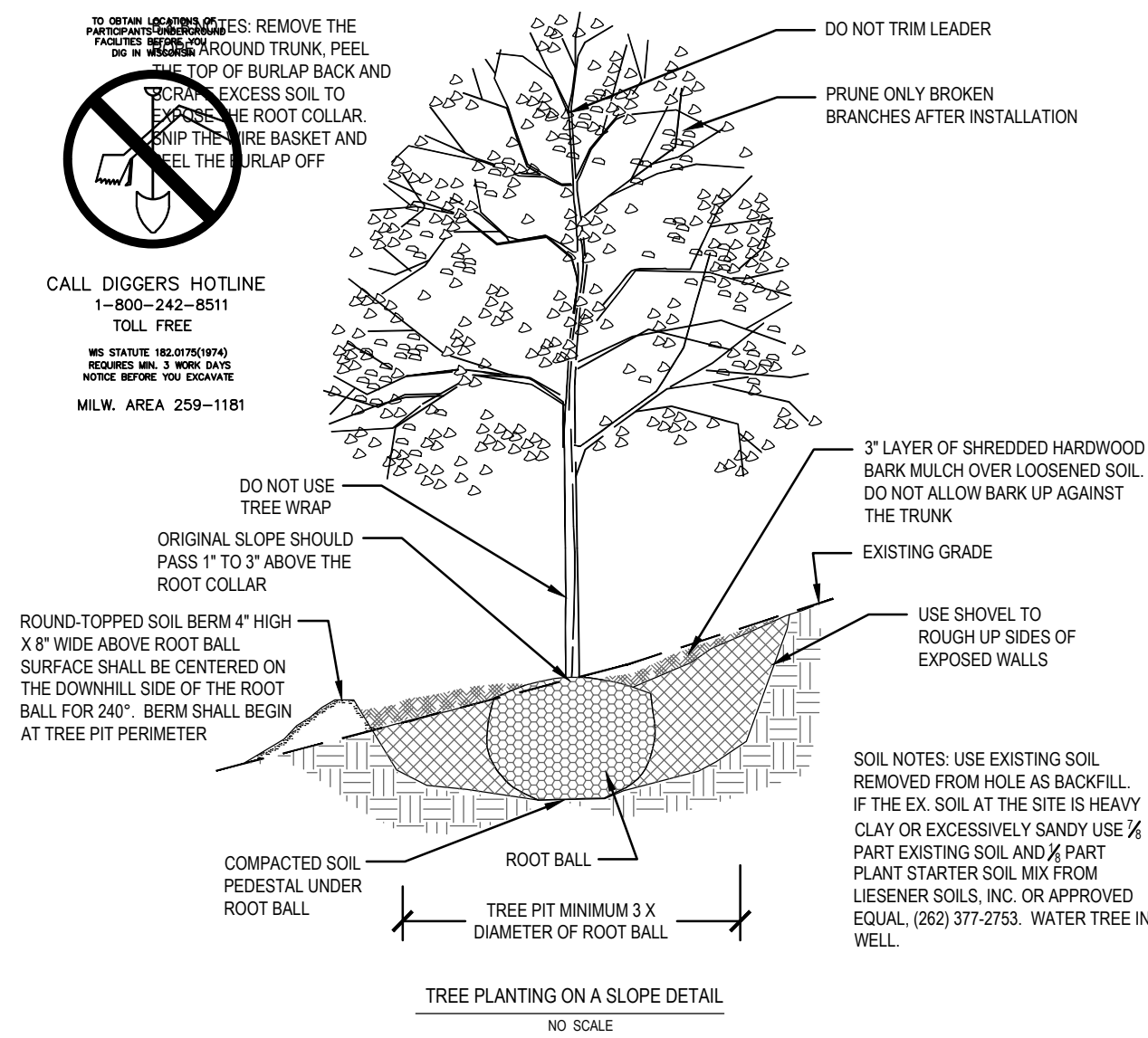
HWY 43



Landscape Plan

DRWN BY: rms CHKD BY:

L.0



SEED MIXES:

SEEDED TURF for LAWN AREAS:

Sow at 5 lbs. / 1,000 sq. ft.
"Supreme Lawn Seed Mix"
Available from Reinders, Inc. (800) 785-3301, or approved equal.
To be installed and maintained per supplier's specifications.

17% Mercury Kentucky Bluegrass	16% America Kentucky Bluegrass
17% SR 2100 Kentucky Bluegrass	25% Garnet Creeping Red Fescue
15% Replicator Perennial Ryegrass	10% TXR Annual Ryegrass

SEEDED TURF for STORM WATER BASIN / SWALE AREAS:

Sow at 4 lbs. per 1,000 sq. ft.
"WI DOT No. 10 Seed Mix"
Available from Reinders, Inc., (800) 785-3301, or approved equal. To be installed and maintained per supplier's specifications.

40% Kentucky Bluegrass 98/85	25% Creeping Red Fescue
20% Perennial Ryegrass	10% White Clover
5% Red Top	

LANDSCAPE NOTES

LANDSCAPE INSTALLATION:

- All written dimensions supersede scaled dimensions.
- The Contractor shall verify location of all underground utilities and additional information prior to commencement of site construction.
- Rough grading and drainage construction is to be completed prior to Landscape Contractor's work. Verify all existing site and grading conditions prior to construction.
- All work shall be in conformance with all applicable local codes and ordinances.
- All areas disturbed by grading or site construction shall be fine graded, planted, or seeded. See Plan for seed locations. See notes for specified seed mixes and installation procedures.
- Contractor shall verify plant quantities shown on the Plan and provide a list to the Client identifying the species and sizes to be used throughout the project. The Landscape Architect or Owner's Representative reserves the right to reject any substandard planting material. Rejected material shall be removed from the project site immediately.
- All planting beds and turf grass areas shall receive a blended topsoil mix to a depth of six (6) inches. Contractor shall provide positive drainage away from all buildings for a minimum of ten (10) feet. Roto-til blended topsoil into existing soil in planting beds.

- Soil preparation for perennial and groundcover planting beds shall be as follows:

- Remove all roots, lumps, stones, sod and other extraneous materials harmful or toxic to plant growth.
- Perennial and groundcover planting beds shall receive a twelve (12) inch mixture consisting of nine (9) inch blended topsoil, three (3) inch Purple Cow Classic compost (Purple Cow Organics, LLC (608) 831-0349) or approved equal. Add 1/2 lb. of 5-10-5 garden fertilizer per 100 square feet and roto-til amendments into the planting bed. Avoid damage to existing tree roots where applicable by lightly working amendments into soil with pitch fork.
- Mix amended planting soil either prior to planting or apply on surface of planting bed and mix thoroughly before planting.
- Grade, rake, and roll planting bed with roller weighing not less than 25 lbs. or more than 100 lbs. per linear foot so as to leave in condition to plant.
- Grade planting bed to a twelve (12) inch crown at center.

- All perennial or groundcover areas shall receive a two (2) inch layer of shredded bark mulch. All shrub and tree planting beds shall receive a three (3) inch layer of shredded bark mulch. Do not allow mulch to touch stems or trunks of perennials, shrubs, or trees. Unless otherwise noted, no landscape fabric or weed barrier is to be installed.

- Unless otherwise shown, all perennials and shrubs to be planted in a triangular arrangement. For plants not shown individually, refer to spacing shown in the plant schedule.

- Maintenance Border - Install a two (2) feet wide maintenance border between the foundation of the building and turf grass areas as noted on the Plan. Border to consist of 2.5-inch layer of medium Mississippi stone over landscape fabric and edged with commercial grade, Permaloc ¾" X 4" aluminum bed edging in mill finish, or approved equal. Install edging per supplier's specifications.

- Plant Bed Edging - Install a shovel-cut bed edge to six (6) inch depth at perimeter of bed.

- Plant Bed Edging (ALTERNATIVE) - Install commercial grade, Permaloc ¾" X 4" aluminum bed edging in mill finish, or approved equal. To be installed per supplier's specifications.

- Unless otherwise noted, do not stake deciduous trees less than or equal to 2.5-inches caliper diameter at breast height (D.B.H.) and evergreen trees less than or equal to 6-feet in height.

- See the Tree Staking Detail on this Plan if tree staking is required.

SEED INSTALLATION:

SEEDED TURF for LAWN AREAS or STORM WATER BASIN / SWALE AREAS:

- The seedbed shall be prepared for optimal seed germination after placement of the landscape trees.
- This work shall consist of preparing the seedbeds and furnishing, sowing and mulching the required seed on the various seeded turf grass areas as shown on Plan or other areas as designated by the Landscape Architect or Owner's Representative, all in accordance with the requirements of this specification.
- Grading and the placement of the topsoil shall be completed prior to sowing the seed mix. The area to be seeded shall be worked with discs, harrows, or other appropriate equipment until a reasonably even and loose seedbed is obtained immediately in advance of the seeding.

- Fertilize prepared soil with 5 lbs/1000 sq ft of 20-0-10 fertilizer

- The seed mixture shall be sown by means of equipment adapted to the purpose, or it may be scattered uniformly over the areas to be seeded. Scattering the seeds by hand shall be done only with satisfactory hand seeders and only at such times when the air is sufficiently calm to prevent seeds from blowing away. If the area is hand sown, the soil surface must be raked following seeding.

- Clean straw, free of debris and seeds, shall be applied as mulch on all newly seeded areas. Mulch shall be uniformly spread over the designated area at a rate of 55 bales per acre. Mulch material shall be chopped and blown into the seeded area. Use biodegradable erosion blankets in sloped areas in excess of 3:1 slope.



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LANDSCAPE
ARCHITECTURE

Milwaukee, Wisconsin
Phone (414)930-1080 newedenlandscape.com

EAST MEQUON CORPORATE IV

Irgens Partners, LLC

833 E. Michigan Street
Suite 400
Milwaukee, WI

Landscape Plan

DATE: June 18, 2018

CHKD BY:

L.1

July 16th, 2018

Ms. Kim Tollefson, Dir. of Community Development
11333 N. Cedarburg Road 60W
Mequon, WI 53092-1930

Dear Ms. Tollefson:

I appreciate the opportunity to assist the City of Mequon with landscape architectural review services. The following is a review of the landscape submittal for East Mequon Corporate IV, a proposal for a new commercial development within Mequon's Commercial Park. This is the first review of the plans dated 06/16/18. The landscape plans were submitted by Irgens Partners, the plan was designed by New Eden LA.

The nature of this review will be to assess the landscape plan for completeness; address appropriateness of both, aesthetic design and buffering for the site/location. The plan will be assessed on how the proposed plant palette and proposed plant density addresses the Planning Commission's request for greater buffering/treatments at the following site zones/adjacencies: 1. Street Frontage Zone; 2. Property Line Buffer Zone; 3. Out-Lot Zones; 4. Open Space Zone; 5. Detention/Retention Basins; 6. Loading Dock Buffer; 7. Refuse/Recycle station buffer.

General Overview: Dated 06/18/18 the plan sheets are titled: L.0, scaled at 1:40; Sheet L.1 is details and notes.

❖ The plan is **NOT** sealed or signed by a WI RLA, as required by code.

❖ The overall proposed Landscape sheet is at 40 scales. The plan sheet is clean and the information is partially discernable.

- This a thoughtful plan, with a design commensurate with what is observed throughout the Corporate Park.
- The plan provides an attached plant schedules, with: common name, scientific name, size specified and the total quantities, as required. See specific notes below regarding the proposed plant sizes and stated quantities.
- The plan provides the location of the N. Corporate Parkway ROW Street trees. There is second unlabeled ROW shown, the plan fails to depict the existing ROW trees. If there is none, this application is required to provide 1 tree per 35' of ROW.
- The proposal should provide the existing ROW trees with the following information: 1. species and 2. caliper.
- The plan provides a standard set of planting notes to the landscape contractor. These notes help define the designer's intent, as well as, protect the owner from defective work and, or defines which contractor has responsibility for what areas. Note #3 shall be amended to read: Drainage construction and finished grading is to be completed prior to Landscape Contractor's work. Landscape Contractor to verify all grading and drainage conditions are

acceptable prior to initiating landscape installation.

- ❖ Turf & Detention Basin Cover. The plan notes address both, although the plan shall be amended to include the following:

- The total SY area of TURF.
- Total SY of the Detention Basin TURF.

❖ **Review:**

➤ **Outline of the proposed plant types and quantities:**

- Seven deciduous Tree Species, (Total proposed deciduous trees – 84)
- Three Coniferous Tree Species, (Total proposed conifer trees –17)
- Six Deciduous Shrub Species, (Total proposed decid. shrubs –285
- Two Coniferous Shrub Species, (Total proposed conifer shrubs --88)
- Two- Perennials, Bulbs/corms, Groundcover Species, (Total proposed groundcovers/perennials –1058)
- Two Decorative Grass species, (Total proposed grasses – 131)

Plant Schedule Comments:

- SIZE
- **Deciduous Trees:**
 1. The size of every proposed Deciduous Tree is under size. City of Mequon has required a minimum of a 3.5” caliper tree since 2010. Revise the plan schedule to reflect a 3.5” caliper requirement.
- **Evergreen. Trees:**
 1. The size of the proposed Coniferous Trees are specified as a range. City of Mequon has required a minimum of a 7’ height, measured to the top lateral branch <not to the tip of the central leader>. Revise the plan schedule to reflect a 7’ height requirement.

General Schedule comments:

- Remove any “Range of size” specifications. The “City of Mequon” and the OWNER of this development has the expectation that a known size of tree has been selected and is being installed. The proposal may be applying “Nursery” catalog standards, unfortunately those standards fail to guarantee the correct scale materials will be installed.
- The City of Mequon will maintains the right to reject any Landscape material “For Cause.”
- The species proposed have the ability to perform in the local soils.
- The proposed plant palettes are commonly used throughout Ozaukee Co. None of the proposed plants are listed in the 2016 Wisconsin NCRS Invasive prohibited or regulated lists.

- As a Note: “The City of Mequon has a performance based acceptance. Seeded turf will require long term watering, multiple fertilizer applications and often, multiple over seeding to achieve an acceptable turf.”

➤ **Recommended Revisions to the Planting Schedule, includes:**

- 1) Please add the note (All plantings shall conform to caliper/height requirements established by Ansi Z160) to the plant schedule.
- 2) As required for the past several years – I would recommend the proposed plant sizes to be revised to the following size standards:
 - The plant schedule shall be amended to specify all deciduous tree sizes to have a 3.5 inch caliper @ 16” above the root ball; also, all conifer trees to have a minimum 7ft height above the rootball and have a full form, per the proposed code.
 - Per ANSI z 60.1, the plantings shall meet height equivalency consistent of the stated caliper. Planting instruction: Trees selected may meet caliper requirements, but failing to meet height requirements, or root ball size requirements will be rejected by the city for cause.

➤ **Zone Comments:**

- The submittal is organized and provides the following: 1. Street Frontage Zone; 2. Parking Lot Zone; 3. Property Line Buffer Zone; 4. Open Space Zone; 5. Detention Basin; 6. Loading Dock Buffer; 7. Refuse Bin Buffer

- **Street Frontage Zone:**

The Proposed ROW Code requires 1 tree per each side of/30 feet of CL length.

- N. Corporate Parkway. ROW plantings are pre-exisitng: There are 2 trees missing that should be required to be replaced. .
- Amend the plan to include the name of Corporate Dr. The Corporate Dr. ROW shows no ROW Trees. Plans needs to be amended, by:
 - Show any existing trees, OR;
 - Propose ROW trees, at 1 tree per 30’ of ROW.

Fails to meet the Revised Landscape code, for ROW plantings. Action per planning staff/Planning Board recommendations.

- **Parking Lot:**

Proposed Parking Lot Interior Zone.

- A) The parking provides a 25’ setback.
- B) There is interior landscaping within the impervious/paved area.
- C) The tree placement appears to **Meet** the required 30% shade over the parking lot throughout the day. **Meets the current & Proposed Interior P-Lot Codes.**

Parking Periphery Buffer: The proposed Landscape Code requires 1 tree per 30 linear feet of parking adjacent to ROW’s (not counting street trees). The design meets the proposed Buffering Code. **Plan meets the new code requirements.**

Property Line Buffer: The plan addresses all four PL’s. The surrounding use/adjacencies are/will be commercial and of a like nature. Minimum “Buffering is required”. The Proposed plan correctly incorporated species that will offer visual mitigation and help reduce the scale of the visual massing of the P-lots and structures. – **Proposal Meets Proposed Code intent & nature.**

- **Interior Lot Zones:** Required- 1 Large/Medium tree & 2 large shrubs per every 1000 SF of open space. The only “Open Space is the Detention Basins”, which limits the viability of this proposed code application. **Meets Proposed Code /NA**

Building Foundation Plantings – The proposal is a minimalist / no/low maintenance design. The proposal generally meets the Proposed City of Mequon Landscape codes for footing treatments. would suggest the planter receives additional infill with low perennials and various bulbs/ ornamental grasses to provide customer’s an increased aesthetic treatment. The palette should provide seasonal color, texture and variety through all four seasons. **Plan fails to meet new code requirements, but comes close to meeting the proposed code; - Enforcement is per staff & P&Z Board decision.**

- **Detention Basins** The plan falls short here. The proposed code requires a 20’ wide planting buffer around 30% of the structure. The trees/plants counted toward other zone requirements are not included in the 30%. The proposed code’s Detention Basin buffer provides a very good opportunity to incorporate multiple groups of large & medium shrub & the incorporation of large massings of perennials. I would recommend to be employed along the N. Corporate Parkway and Corporate Dr. ROW. **Plan fails to meet new code requirements, but actions to be determined per City staff & P&Z Board decision.**
- **Loading Dock:** **Plan fails to provide enough information/none shown. – N/A**
- **Trash Enclosure:** The plan shows two external Refuse/Recycle center. Both centers are mirror copies, each being located at the Eastern corner of the respective parking lots. The proposed code requires: 1. a fully opaque plant buffer of trees and shrub groupings < min10 wide>; or, 2. a 6’ height screen structure < fence-(using proposed building materials>. **Plan fails to address either of the two R&R Centers, There is neither a 10’ wide opaque plant buffer, or a 6’ tall structure surrounding the R&R centers – Does not meet code, Enforcement is per staff & P&Z Board decision.**

- ***Summary of Landscape Observations:***

It is this reviewer’s opinion, the Planning Commission/City Staff should enforced this review’s: 1) stated minimum deciduous tree sizes, 2) provide Missing ROW trees per code; 3) readdress Detention Basin Buffers along the two ROW’s with the application of shrub, and, or perennial massings; 4) provide buffering for both of the exterior Refuse & Recycle centers; 5) Complete addressing 100% of the Footing Planter along the west face of the proposed buildings.

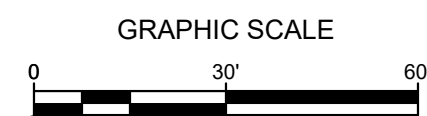
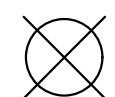
This concludes the landscape review of the Mequon Corporate IV Landscape submission.

I hope City of Mequon planning staff and the commission finds the information presented and recommendations useful.

Sincerely,



M. Terry Higgins, RLA, AICP, PMP, MBA

**LEGEND:**

Phillips Gardco EcoForm Large



I-43

GENERAL NOTES:

1. THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS DRAWING IS BASED ON FIELD LOCATIONS AND/OR RECORDS FURNISHED BY MUNICIPALITIES AND UTILITY COMPANIES. THE LOCATION AND ACCURACY OF WHICH CANNOT BE GUARANTEED. THERE MAY BE ADDITIONAL UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
2. VERIFY ACTUAL LOCATIONS AND INVERTS IN THE FIELD. ANY POTENTIAL ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. WORK TO BE COMPLETED IS INDICATED IN BOLD TYPE LINES AND EXISTING CONDITIONS ARE INDICATED BY LIGHT TYPE LINES.
4. ELECTRONIC CIVIL FILES ARE AVAILABLE UPON WRITTEN REQUEST. DO NOT USE ELECTRONIC CIVIL FILES TO LAYOUT FOUNDATIONS, COLUMN LINES, LIGHT POLES, OR OTHER NON CIVIL SITE WORK. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF BUILDING AND ARCHITECTURAL FEATURES.



Revisions

SCHEMATIC DESIGN

Drawing Date
7/17/2018

**EAST MEQUON
CORPORATE CENTER**

12100 NORTH CORPORATE PARKWAY

Project No. Irgens
17297 000123

Sheet Title
LIGHTING PLAN

Copyright © 2018 Kahler Slater, Inc. All rights reserved.
111 West Wisconsin Avenue, Milwaukee, Wisconsin 53203
Telephone 414.272.2000 Fax 414.272.2001

44 East Mifflin Street, Suite 700, Madison, Wisconsin 53703
Telephone 608.283.8300 Fax 608.283.6317

Sheet No.
L100

**PRELIMINARY
NOT FOR CONSTRUCTION**



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TOLL FREE
WE STRIVE FOR EXCELLENCE
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NOTICE BEFORE YOU DIG
MLW AREA 259-1181

THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.

PHILIPS



Site & Area

EcoForm

ECF-L large



Project: _____

Location: _____

Cat.No: _____

Type: _____

Qty: _____

Notes: _____



The Philips Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 42,000 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings.

Ordering guide

example: ECF-L-96L-1A-CW-AR-AFR-90-120-DD-PCB-F1-SP1-TB-RPA-HIS-BK

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options					Finish
							Dimming controls	Motion sensing	Photo-sensing	Electrical	Luminaire	
ECF-L												
ECF-L EcoForm site and area, large	80L 80 LEDs (5 modules)	900 900mA 1A 1050mA 1.2A 1200mA	WW-G2 Warm White 3000K, 70CRI Generation 2 NW-G2 Neutral White 4000K, 70CRI Generation 2 CW-G2 Cool White 5000K, 70CRI Generation 2	AR Arm Mount (standard) ⁹ <i>The following mounting kits must be ordered separately (See accessories)</i> SF Slip Fitter Mount ¹¹ (fits to 2 3/8" O.D. tenon) WS Wall mount with surface conduit rear entry permitted RAM Retrofit arm mount kit ⁹	Type 2 2 Type 2 2-90 Rotated left 90° 2-270 Rotated right 270° Type 3 3 Type 3 3-90 Rotated left 90° 3-270 Rotated right 270° Type 4 4 Type 4 4-90 Rotated left 90° 4-270 Rotated right 270° Type 5 5 Type 5 5W Type 5W	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVU 347-480V (50/60Hz)	DD 0-10V External dimming (by others) ⁵ DCC Dual Circuit Control ⁶ FAWS Field Adjustable ¹⁴ SW Interface module for SiteWise ^{12,13} LLC2 Integral module with #2 lens ¹⁶ LLC3 Integral module with #3 lens ¹⁶ LLC4 Integral module with #4 lens ¹⁶ DynaDimmer: Automatic Profile Dimming CS50 Safety 50% Dimming, 7 hours ¹ CM50 Median 50% Dimming, 8 hours ¹ CE50 Economy 50% Dimming, 9 hours ¹ DA50 All Night 50% Dimming ¹ CS30 Safety 30% Dimming, 7 hours ¹ CM30 Median 30% Dimming, 8 hours ¹ CE30 Economy 30% Dimming, 9 hours ¹ DA30 All Night 30% Dimming ¹	IMR13 Integral with #3 lens ⁸ IMR17 Integral with #7 lens ⁸ IMRO Pole mounted motion sensor ³ (see accessories)	PCB Photocontrol Button ^{2,3} TLRD5 Twist Lock Receptacle 5 Pin ¹⁵ TLRD7 Twist Lock Receptacle 7 Pin ¹⁵ TLRPC Twist Lock Receptacle w/ Photocell ²	Fusing F1 Single (120, 277, 347VAC) ² F2 Double (208, 240, 480VAC) ² Pole Mount Fusing FP1 Single (120, 277, 347VAC) ² FP2 Double (208, 240, 480VAC) ² FP3 Canadian Double Pull (208, 240, 480VAC) ² Surge Protection (10kA standard) SP2 Increased 20kA	Square Pole Adapter included in standard product TB Terminal Block ⁷ RPA Round Pole Adapter (fits to 3"- 3.9" O.D. pole) ¹⁰ HIS Internal Housing Side Shield ⁴	Textured BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray Customer specified RAL Specify optional color or RAL (ex: RAL7024) Custom color (Must supply color chip for required factory quote) CC

1. Available only on 120, 208, 240, and 277 (or UNV)

2. Specify Voltage

3. Not available with 347 or 480 voltage

4. HIS not available with Type 5 or 5W optics

5. DD is required for LLC2. Dimming leads are supplied through back of

luminaire. Must be ordered separately (See accessories page)

6. DCC and LLC2/3/4 not available with any other controls

7. TB not available with DCC

8. ECF-IMRI equipped with out-boarded sensor housing when voltage is HVU (347-480V)

9. Mounts to a 4" round pole with adapter included for square poles.

10. Not available with SF and WS. RPAs provided with black finish standard

11. Limited to a maximum of 45 degrees aiming above horizontal

12. SW option is not available with any other control options with the exception of IMR13, IMR17 and SW-IMRO motion response options

13. Available only on 120V and 277V

14. Not available with DCC, IMR13, IMR17, SW, LLC and CS/CM/CE/DA (DynaDimmer).

15. TLRD5/7 option not available with LLC, PCB, TLRPC or DCC. Max aiming angle 45°. Works with 3 or 5 pin NEMA photocell/dimming. Dimming will not be connected to NEMA receptacle if ordering with DD, CS/CM/CE/DA, IMRI and IMRO.

ECF-L EcoForm large

Site & Area

EcoForm Accessories (ordered separately, field installed)

Controls Accessories

Pole Mount Motion Sensor

MS-A-120V¹¹ 120V Input
MS-A-277V¹¹ 277V Input

Wireless system Remote mount module

LLCR2-(F)¹¹ #2 lens
LLCR3-(F)¹¹ #3 lens
LLCR4-(F)¹¹ #4 lens

Central Remote Motion Response (used connected to SiteWise main panel)

MS2-A-FVR-3
MS2-A-FVR-7

11. DD option required

12. Not available with Type 5 or 5W optics

Shielding Accessories¹⁰

House Side shield

Standard orientation:

HIS-80-H¹² Internal House Side Shield for 80 LEDs (5 modules)
HIS-96-H¹² Internal House Side Shield for 96 LEDs (6 modules)

At 90 or 270 orientation:

HIS-80-V¹² Internal House Side Shield for 80 LEDs (5 modules)
HIS-96-V¹² Internal House Side Shield for 96 LEDs (6 modules)

Luminaire Accessories

ECF-BD-G2 Bird deterrent

PTF2-(F) Pole top fitter fits 2 3/8-2 1/2" OD x 4" depth tenon with 1, 2, 3 or 4 luminaires at 90°

PTF3-(F) Pole top fitter fits 3-3 1/2" OD x 6" depth tenon with 1, 2, 3 or 4 luminaires at 90°

PTF4-(F) Pole top fitter fits 3 1/2-4" OD x 6" depth tenon with 1, 2, 3 or 4 luminaires at 90°

ECF-SF-G2-(F) Slip Fitter Mount (fits to 2 3/8" O.D. tenon)

ECF-RAM-G2-(F) Retrofit Arm mount kit

ECF-WS-G2-(F) Wall mount with surface conduit rear entry permitted

(F) = Specify finish

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 1200 mA	>100,000 hours	>60,000 hours	>88%

LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp. ³	Average System Watts ¹	Type 2			Type 3			Type 4		
					Lumen Output ^{1,2}	BUG Rating	Efficacy (LPW)	Lumen Output ^{1,2}	BUG Rating	Efficacy (LPW)	Lumen Output ^{1,2}	BUG Rating	Efficacy (LPW)
ECF-L-80L-900-NW-G2-x	80	900	4000	225	27,138	B3-U0-G3	121	26,686	B3-U0-G4	119	27,178	B3-U0-G4	121
ECF-L-80L-1A-NW-G2-x	80	1050	4000	265	30,609	B4-U0-G4	116	30,100	B3-U0-G4	114	30,655	B3-U0-G5	116
ECF-L-80L-1.2A-NW-G2-x	80	1200	4000	289	33,764	B4-U0-G4	117	33,202	B3-U0-G5	115	33,814	B3-U0-G5	117
ECF-L-96L-800-NW-G2-x	96	800	4000	238	29,309	B3-U0-G3	123	28,821	B3-U0-G4	121	29,353	B3-U0-G4	124
ECF-L-96L-1A-NW-G2-x	96	1050	4000	316	36,488	B4-U0-G4	115	35,881	B3-U0-G5	113	36,543	B3-U0-G5	115
ECF-L-96L-1.2A-NW-G2-x	96	1200	4000	365	39,690	B4-U0-G4	109	39,030	B3-U0-G5	107	39,749	B3-U0-G5	109

Ordering Code	Total LEDs	LED Current (mA)	Color Temp. ³	Average System Watts ¹	Type 5			Type 5W			Type AFR		
					Lumen Output ^{1,2}	BUG Rating	Efficacy (LPW)	Lumen Output ^{1,2}	BUG Rating	Efficacy (LPW)	Lumen Output ^{1,2}	BUG Rating	Efficacy (LPW)
ECF-L-80L-900-NW-G2-x	80	900	4000	225	28,721	B5-U0-G4	128	28,415	B5-U0-G4	126	27,866	B4-U0-G3	124
ECF-L-80L-1A-NW-G2-x	80	1050	4000	265	32,395	B5-U0-G4	122	32,050	B5-U0-G4	121	31,431	B4-U0-G3	119
ECF-L-80L-1.2A-NW-G2-x	80	1200	4000	289	35,733	B5-U0-G4	124	35,353	B5-U0-G4	122	34,670	B4-U0-G3	120
ECF-L-96L-800-NW-G2-x	96	800	4000	238	31,019	B5-U0-G4	131	30,688	B5-U0-G4	129	30,096	B4-U0-G3	127
ECF-L-96L-1A-NW-G2-x	96	1050	4000	316	38,617	B5-U0-G4	122	38,206	B5-U0-G5	121	37,468	B4-U0-G3	118
ECF-L-96L-1.2A-NW-G2-x	96	1200	4000	365	42,006	B5-U0-G4	115	41,558	B5-U0-G5	114	40,755	B4-U0-G4	112

1. Wattage and lumen output may vary due to LED manufacturer forward volt specification and ambient temperature.
Wattage shown is average for 120V through 277V input. Measured wattage may vary due to variation in input voltage.

2. Lumen values based on photometric tests performed in compliance with IESNA LM-79.

3. Warm white color temperature will result in decreased lumen output.
Contact outdoorlighting.applications@philips.com for details or additional information.

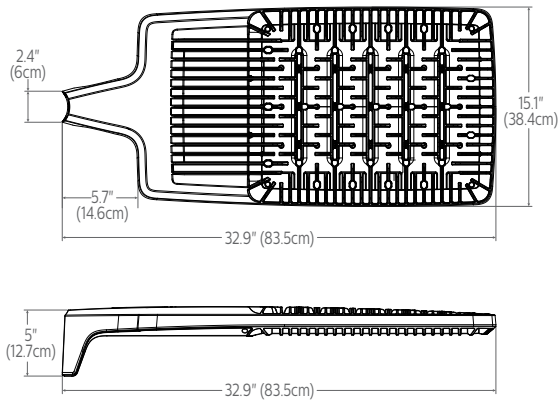
ECF-L EcoForm large

Site & Area

Dimensions

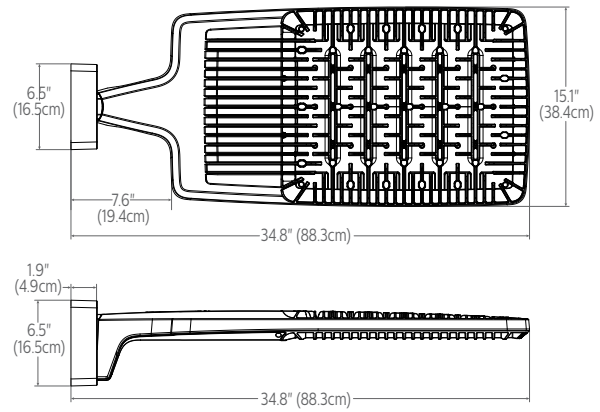
Standard Arm (AR)

Weight: 27 Lbs (12.2 Kg) EPA: 0.24ft² (.022m²)



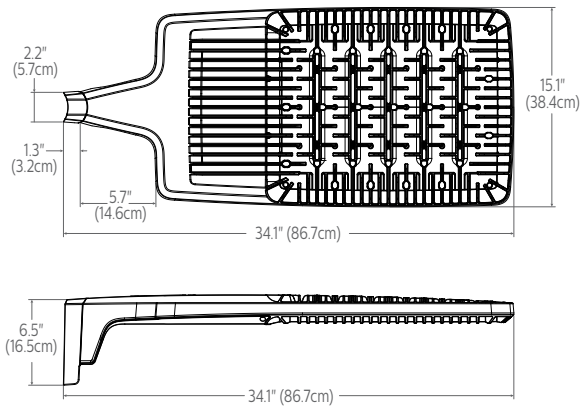
Wall (WS)

Weight: 31Lbs. (14.1 Kg) EPA: 0.31ft² (.028m²)



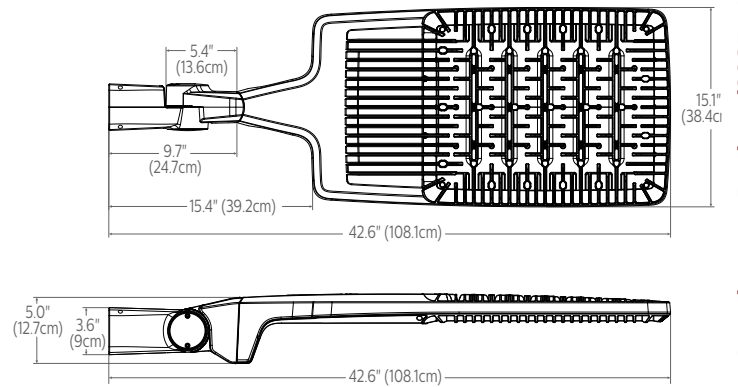
Retrofit Arm (RAM)

Weight: 29 Lbs. (13.1 Kg) EPA: 0.27ft² (.025m²)

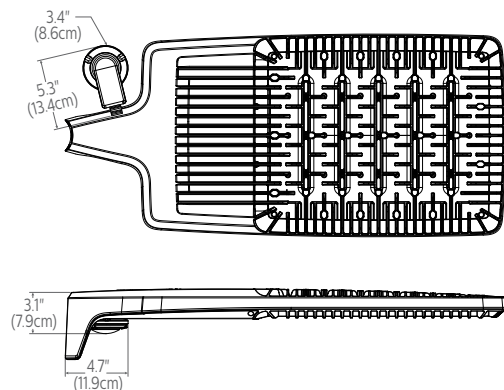


Slip fitter (SF)

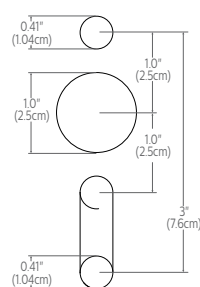
Weight: 32 Lbs (14.5 Kg) EPA: 0.36ft² (.033m²)



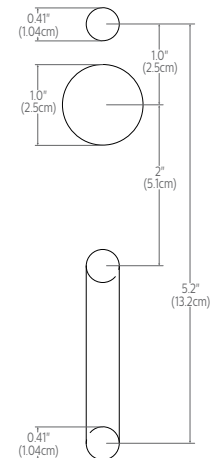
Outboard IMR-HVU sensor



Standard Arm (AR) drill pattern



Retrofit Arm (RAM) drill pattern



Legal description per First American Title Title Insurance Company Commitment No. NCS-861590-MKE with an effective date of July 25, 2017:

Lot 2 and Outlot 1 of Certified Survey Map No. 2341 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on November 1, 1991 in Volume 17 of Certified Survey Maps, page 171, as Document No. 452232, being a division of Lot 2, Block 3, Certified Survey Map No. 2206, located in the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Township 9 North, Range 22 East, in the City of Mequon, County of Ozaukee, State of Wisconsin, EXCEPTING THEREFROM Certified Survey Map No. 2816 recorded July 14, 1995 in Volume 20, page 153, as Document No. 540869, FURTHER EXCEPTING THEREFROM Certified Survey Map No. 3097 recorded November 4, 1998 in Volume 22, page 55, as Document No. 616132, FURTHER EXCEPTING THEREFROM Certified Survey Map No. 3197 recorded February 2, 2000 in Volume 22, page 319, as Document No. 650868, FURTHER EXCEPTING THEREFROM Certified Survey Map No. 3375 recorded August 19, 2002 in Volume 23, page 393, as Document No. 718324.

Property Address: 12100 North Corporate Parkway, Mequon, WI

Tax ID No.: 15-017-10-015.00 and 15-017-10-006.01

Per First American Title Insurance Company Commitment No. NCS-861590-MKE with an effective date of July 25, 2017, the following items appear in Schedule B II as exceptions:

11. Utility Easement granted to Wisconsin Telephone Co. recorded January 31, 1946 in Volume 10, page 274, as Document No. 130968. As modified by by Conveyance of Rights in Land by Public Utility recorded June 28, 1966 in Volume 172, page 447, as Document No. 211342. **Does not affect the property.**

12. Utility Easement granted to Wisconsin Electric Power Company and Wisconsin Bell, Inc. recorded October 30, 1984 in Volume 517, page 823, as Document No. 354607. **Does not affect the property.**

13. Utility Easement granted to Wisconsin Electric Power Company recorded December 20, 1989 in Volume 661, page 282, as Document No. 424469. **Affects property as shown.**

14. Utility Easement and W.E.P. Co and Wisconsin Bell easement as set forth on Certified Survey Map No. 2341 recorded as Document No. 452232. **Does not affect property.**

15. Rights, easements, covenants, restrictions, charges and liens as set forth in Declaration of Easements, Covenants and Restrictions for East Mequon Corporate Centre recorded November 13, 1991 in Volume 721, page 557, as Document No. 452800. **Affects the property. Not plottable.**

As modified by Supplementary Declaration recorded August 30, 1993 in Volume 839, page 559, as Document No. 498994. **Not a survey matter.**

East Mequon Corporate Centre Owner's Association, Inc. fees, if any.

GENERAL NOTES:

- The underground utility information shown on this drawing is based on field locations and/or records furnished by municipalities and utility companies, the location and accuracy of which cannot be guaranteed. There may be additional underground utility installations within the project area that are not shown.
- Drawing is based on field survey completed by The Sigma Group on 4/10/2018.
- Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1983, with the south line of the SW 1/4 of Section 17, Town 9N, Range 22E bearing S89°04'52"W.
- Vertical datum for the project survey is NAVD 88, using a benchmark of concrete monument with brass cap marking the NW corner of the SW 1/4, Sec17 T9 R22E. Elevation=686.31
- Parcel falls within Zone X, Areas to be outside the 0.2% annual chance floodplain, per FEMA FIRM Panel 55089C0256F, effective date of 12/4/2007.
- Parcel area is 364,302 square feet or 8.363 acres.
- No zoning report or letter was provided.
- No evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- No proposed changes in street right of way lines made available to the surveyor by the controlling jurisdiction. No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Subject parcel is vacant.

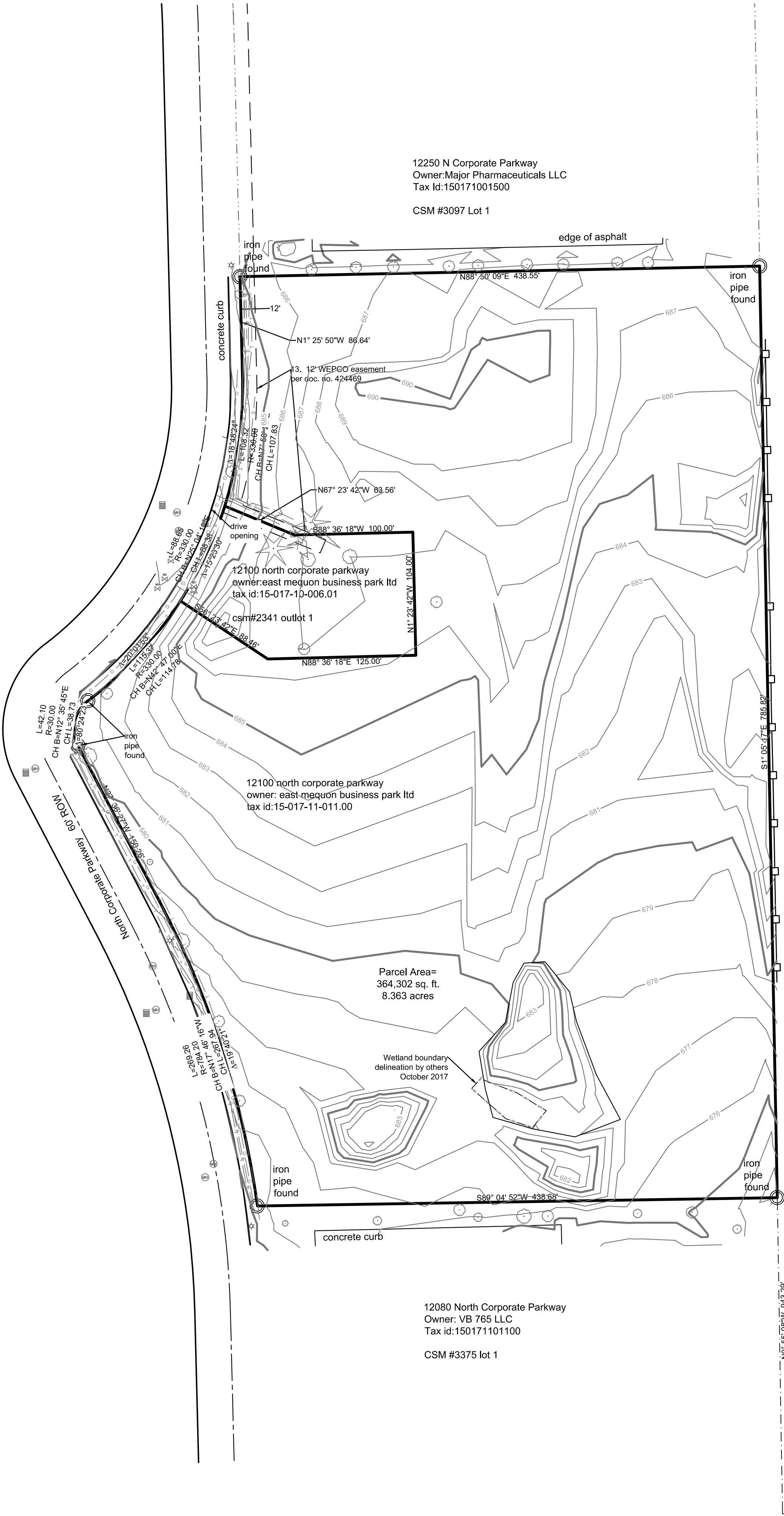
Surveyor's Certification:

To: First American Title Insurance Co.
VentureTech Partners, LLC
East Mequon Business Park Limited Partnership

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, 5, 6, 7, 8 and 13 of Table A thereof. The field work was completed on 4/10/18.

Date of Map 4/12/2018

Surveyor's Name, PLS No. Michael J. Bode, S-3062



12080 North Corporate Parkway
Owner: VB 765 LLC
Tax id:150171101100
CSM #3375 lot 1

SE corner of the
Southwest 1/4 of
Section 17-9-22
conc. mon. with brass cap

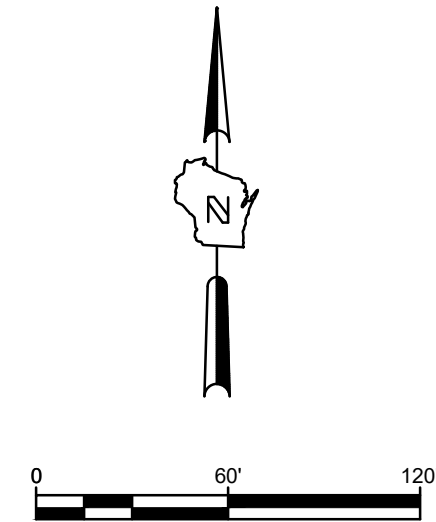
south line southwest 1/4 section 17-9-22

SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

LEGEND	
SECTION 1/4 SECTION LINE	
PROPERTY LINE	
EASEMENT	
CHAIN LINK FENCE	
GUARD RAIL	
METAL FENCE	
WOOD FENCE	
TREE LINE	
OVERHEAD UTILITY LINE	
ELECTRIC	
TELEPHONE	
FIBER OPTIC	
CABLE TV	
SANITARY SEWER	
FORCE MAIN	
STORM SEWER	
WATER MAIN	
GAS	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
MANHOLE	
CATCH BASIN	
CATCH BASIN (ROUND)	
ROOF DRAIN	
HYDRANT	
WATER VALVE	
GAS VALVE	
UTILITY POLE	
GYL WIRE	
GYL POLE	
GAS METER	
ELECTRIC METER	
UTILITY PEDESTAL	
HANDHOLE	
TRAFFIC SIGNAL	
IRON PIPE FOUND/SET	
CHISELED CROSS FOUND/SET	
PK NAIL FOUND/SET	
SPRINKLER	
MONUMENT	
BENCHMARK	
SDM	
DECIDUOUS TREE (Diameter)	
CONIFEROUS TREE (Diameter)	
BUSH	
POST	
SOIL BORING	
MONITORING WELL	
CULVERT END	
LIGHT POLE	

Mequon Office Development
12100 North Corporate Parkway, Mequon, WI
Mequon, WI
ALTA/NSPS LAND TITLE SURVEY

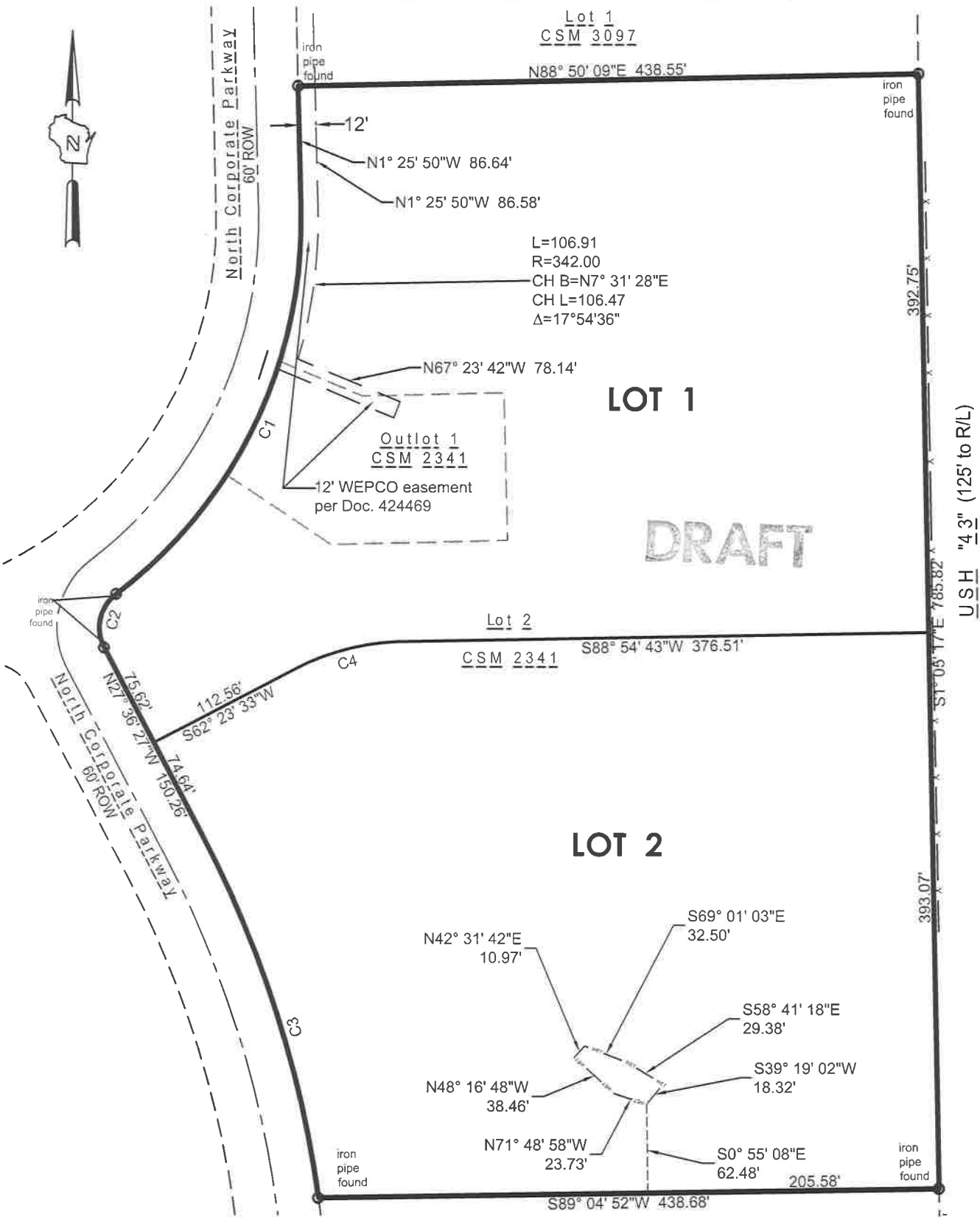
Attachment: Packet (3387 : Irjen Partners, LLC)



NO. REVISION	DATE BY
DRAWN BY:	MJB
DATE:	4/12/2018
PROJECT NO:	#17297
CHECKED BY:	KAS
APPROVED BY:	KAS
SHEET NO.:	

CERTIFIED SURVEY MAP NO. _____

Part of Lot 2 and Outlot 1, Block 3 of Certified Survey Map No. 2341 recorded November 1, 1991 as Document No. 452232, in the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Township 9 North, Range 22 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.



Curve Table							
#	Arc	Radius	Delta	Chord Bearing	Chord	Tan. Bearing	Tan. Bearing
C1	312.34	330.00	54°13'46"	N25° 41' 03"E	300.81	S1° 25' 50"E	S52° 47' 56"W
C2	42.10	30.00	80°24'23"	N12° 35' 45"E	38.73	S52° 47' 56"W	S27° 36' 26"E
C3	269.26	784.20	19°40'21"	N17° 46' 16"W	267.94	S27° 36' 27"E	S7° 56' 06"E
C4	74.52	172.58	24°44'19"	S74° 45' 43"W	73.94	S87° 07' 52"W	S62° 23' 33"W

CERTIFIED SURVEY MAP NO. _____

Part of Lot 2 and Outlot 1 of Certified Survey Map No. 2341 recorded November 1, 1991 as Document No. 452232, in the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Township 9 North, Range 22 East ,in the City of Mequon, County of Ozaukee, State of Wisconsin.

OWNER'S CERTIFICATE

EAST MEQUON BUSINESS PARK LIMITED PARTNERSHIP, LTD., AS OWNER, CERTIFIES THAT THEY CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF S. 236.34, WIS. STATUTES.

EAST MEQUON BUSINESS PARK LIMITED PARTNERSHIP, LTD DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF MEQUON

IN WITNESS WHEREOF, EAST MEQUON BUSINESS PARK LIMITED PARTNERSHIP, LTD., HAS CAUSED THESE PRESENTS TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE,

THIS _____ DAY OF _____, 20____

EAST MEQUON BUSINESS PARK LIMITED PARTNERSHIP, LTD,

BY: _____

BY: _____

STATE OF _____)
)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, _____ TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE A _____ OF EAST MEQUON BUSINESS PARK LIMITED PARTNERSHIP, LTD. , AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OFFICER OF SAID LIMITED PARTNERSHIP.

NOTARY PUBLIC, STATE OF _____

MY COMMISSION EXPIRES ON _____

DRAFT

CERTIFIED SURVEY MAP NO. _____

Part of Lot 2 and Outlot 1 of Certified Survey Map No. 2341 recorded November 1, 1991 as Document No. 452232, in the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 17, Township 9 North, Range 22 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

PLAN COMMISSION APPROVAL:

Approved by the Plan Commission of the City of Mequon on this _____ day of _____, 20____.

Chairman

Secretary

COMMON COUNCIL APPROVAL:

Approved by the Common Council of the City of Mequon in accordance with the Resolution approved on this _____ day of _____, 20____.

Mayor

City Clerk

Attachment: Packet (3387 : Irgen Partners, LLC)

DRAFT

Exhibit A



Attachment: Packet (3387 : Irgen Partners, LLC)

RENDERINGS

A003 | 06/18/18

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Kahler Slater

Irgens
EAST MEQUON CORPORATE CENTER



11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: JAC ZADER, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT
DATE: July 23, 2018
SUBJECT: Lakeside Development Company for I.S. Corp. The applicant is seeking building and site plan amendment approval to add a 13 foot tall, 37' x 10' sized industrial generator for the property located at 10235 N. Port Washington Road.

Applicant:	Lakeside Development
Status of Applicant:	Agent
Requested:	Building and Site Plan Amendment
Existing Zoning:	B-3 (Office)
Land Use Plan:	Office
Lot size:	1.98 acres
Location:	10235 N. Port Washington Road
Tax Key:	#15-031-01-014.00
District:	#7

Background:

The applicant is seeking site plan amendment for the property at 10235 N Port Washington Road. The applicant is proposing to add a 2000 kW generator within the fenced in area west of the existing parking lot. The generator will serve as a backup power source that will provide electricity to the equipment in the building in the event of a power failure.

Site Plan:

The generator is shown to the west of the parking lot within the fenced in area of the site. It is 37 feet long and 10 feet wide with a height of 13 feet. Based on its size and location, the generator will be visible from Port Washington Road. The plan shows a line of arborvitae along the east and south elevation of the generator. Staff had requested that the applicant locate the generator behind the building to help further screen it from public view. The applicant stated that the owner has plans for a building addition in that location and would prefer to keep it in the proposed location. In order to screen that large of a structure, staff will require the double row of arborvitae be a minimum of 8 feet in height at the time of planting.

The applicant has submitted data that shows with the sound enclosure, the generator will produce sound in the 65-75 dBA range. Based on the data provided by the applicant, the sound may exceed 65 dBA at the property line which has been the standard that the Planning Commission has used in the past. As a condition of approval, staff will require that the sound levels are verified at the time of installation. If the levels exceed 65dBA, the applicant shall be required to provide additional sound dampening measures to achieve compliance. Staff will also require that the weekly testing of the generator shall only occur on weekdays between the hours of 10:00 AM and 2:00 PM.

Staff Recommendation:

Planning staff recommends approval of the site plan amendment based on the following:

1. Staff review and approval of site, elevation, lighting, and landscaping plans.
2. The generator shall not exceed 65 dBA at the property line.
3. Weekly testing of the generator shall only occur on weekdays between the hours of 10:00 AM and 2:00 PM.
4. The double row of arborvitae shall be a minimum of 8 feet in height at the time of planting.

Attachments:

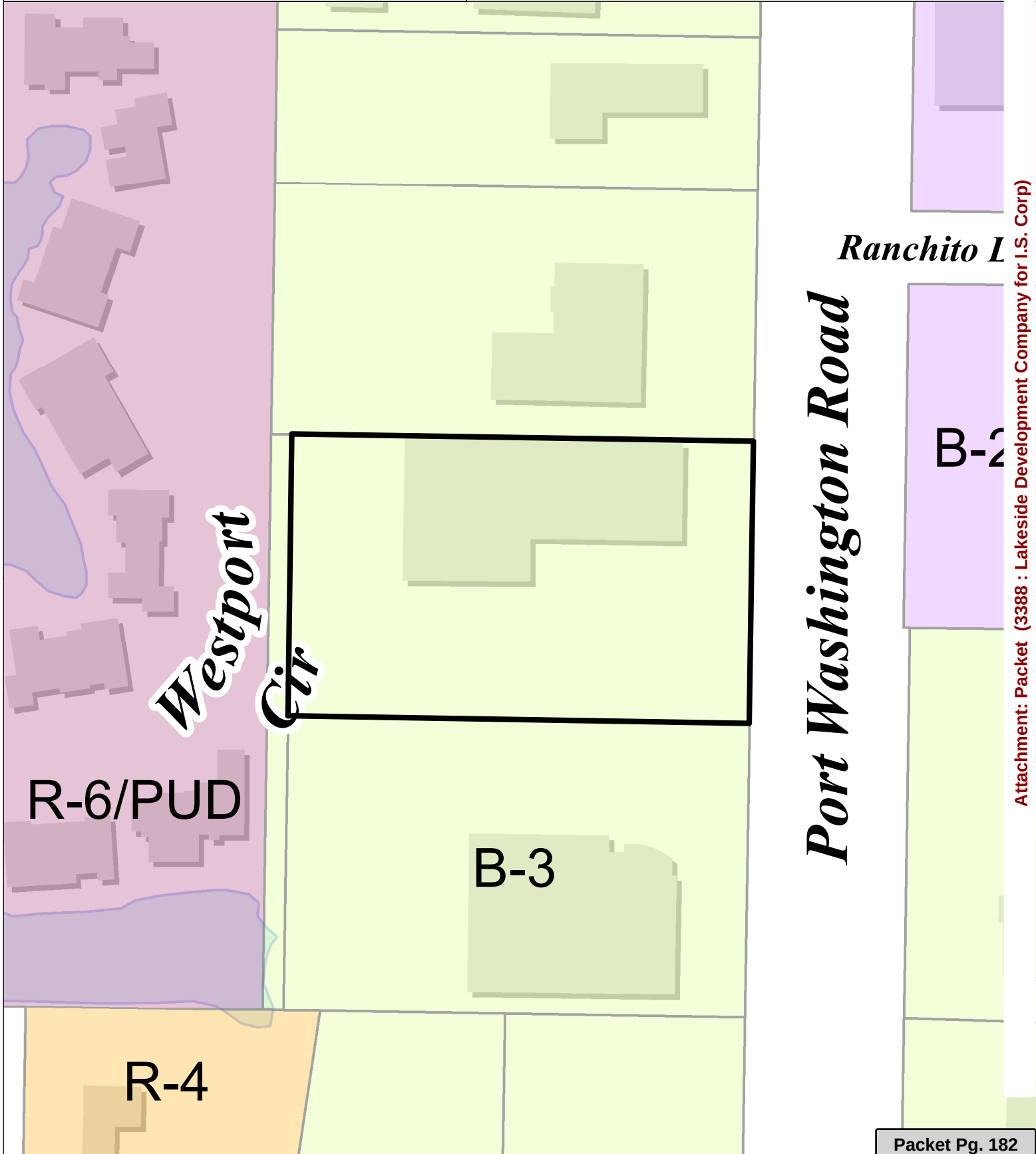
Packet (PDF)

Lakeside Development for I.S. Corp

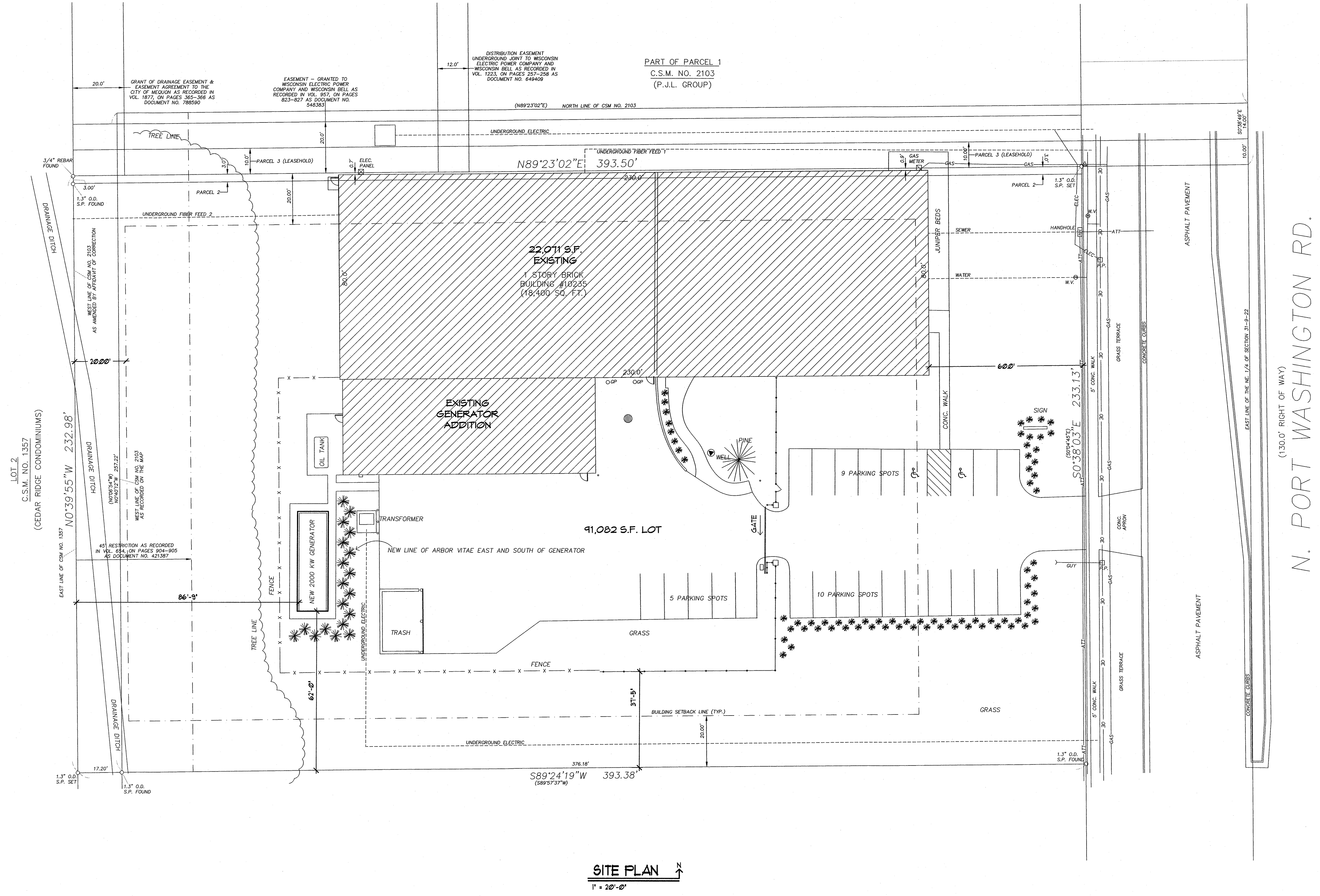
AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

LTD Limited Use
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2.0 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1.0 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 du/Ac)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

4.d.a







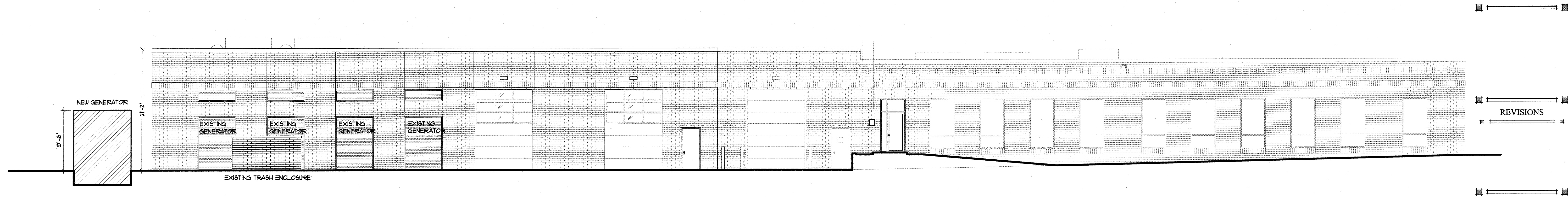
SITE PLAN
1" = 20'-0"

REVISIONS

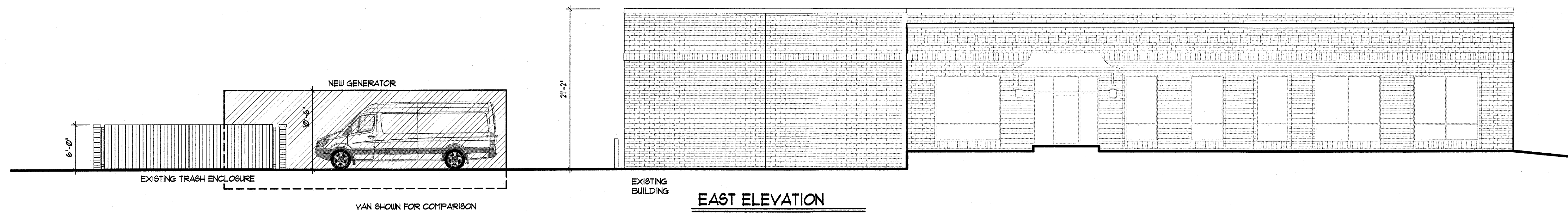
Lakeside Development Company
The finest in architecture & construction management
1500 W. Market Street, Mequon, Wisconsin 53092
Tel: (262) 241-2300 Fax (262) 241-2310
www.lakesidedevelopment.com

Generator
10235 N. Port Washington Road
Mequon, Wisconsin 53092

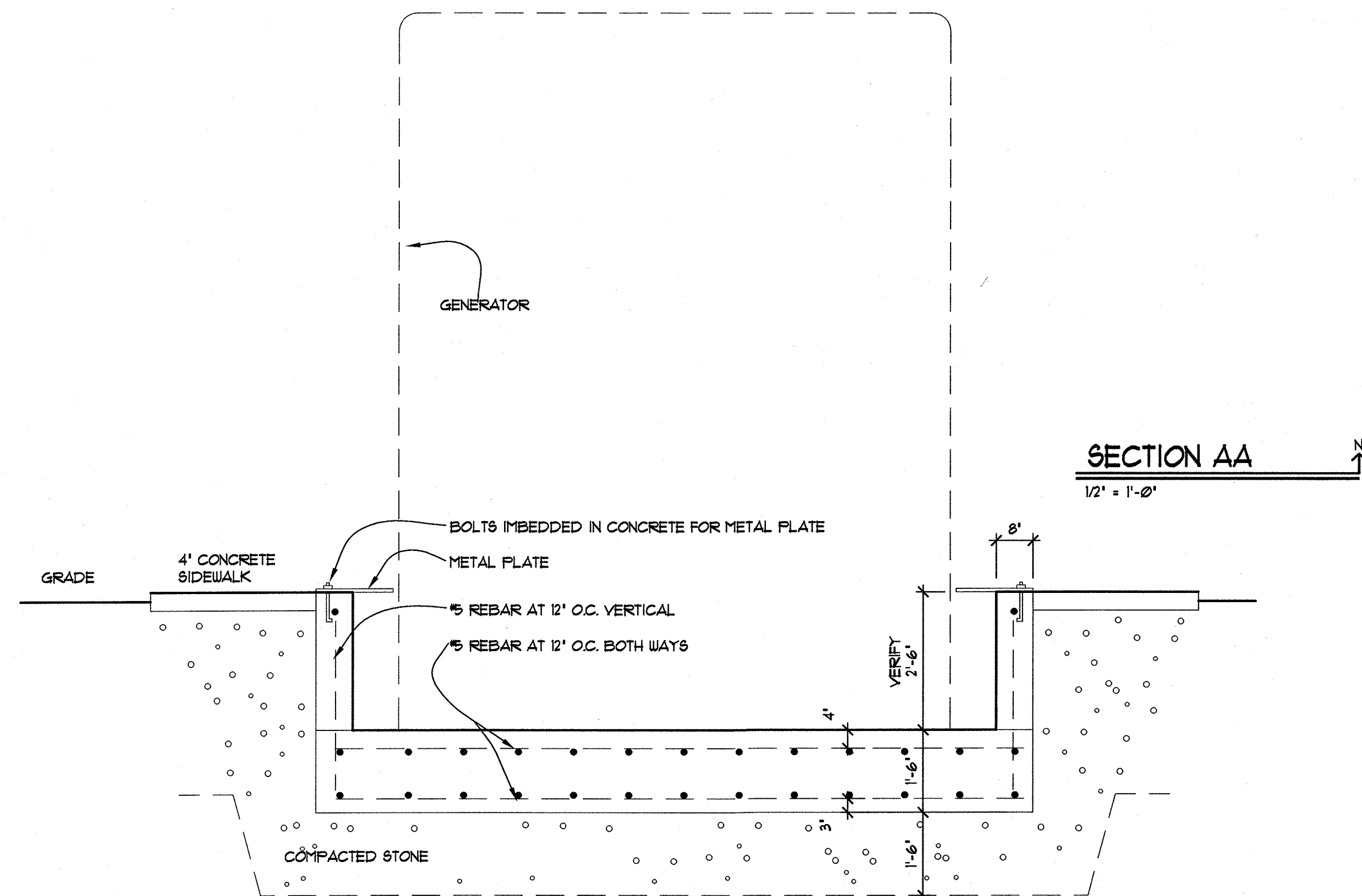
DATE:	JUNE 15 2018
JOB:	1305
DRAWN BY:	BKS
CHECKED BY:	



SOUTH ELEVATION
1/8" = 1'-0"

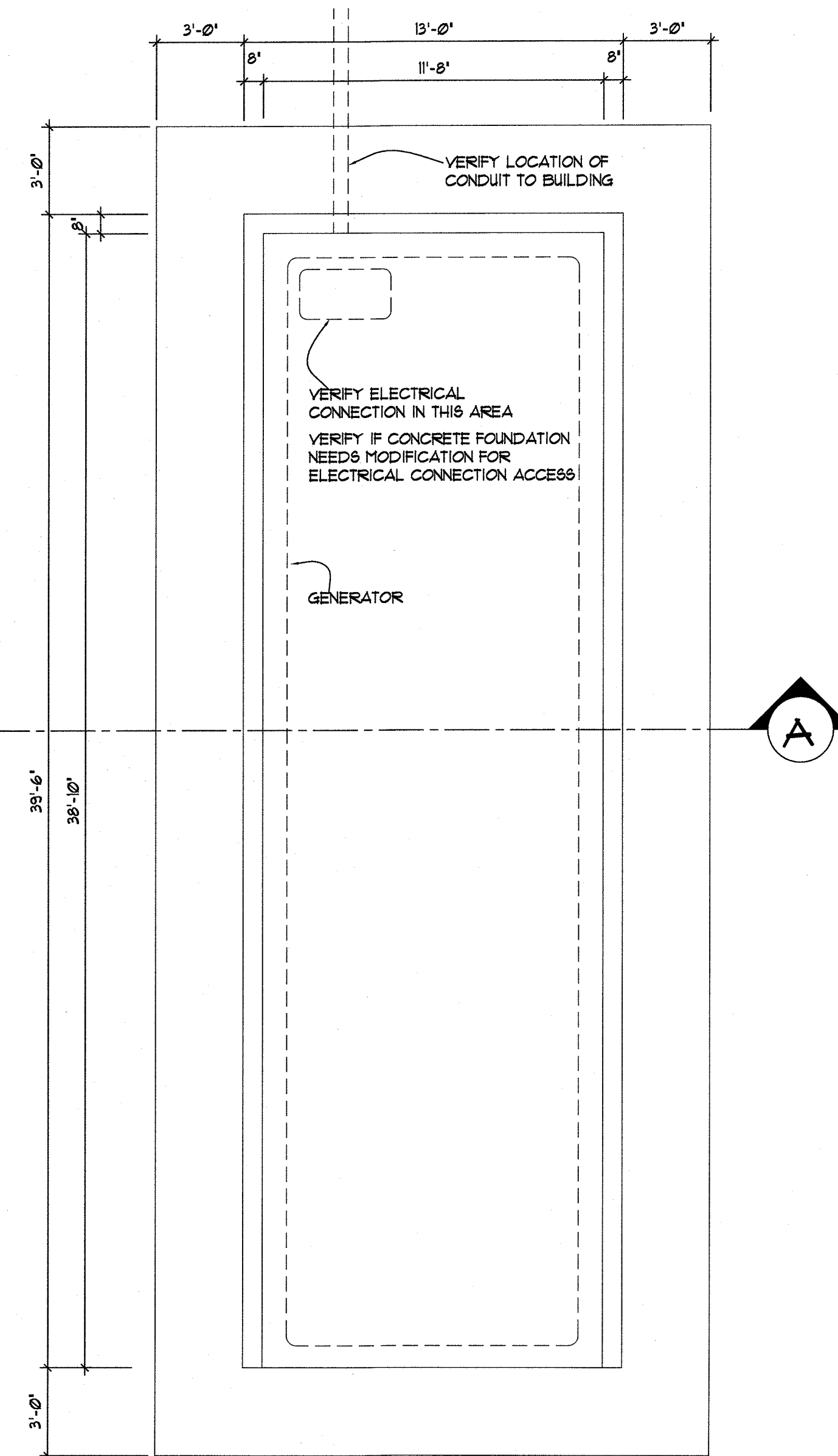


EAST ELEVATION
1/8" = 1'-0"



SECTION AA
1/2" = 1'-0"

GENERATOR PAD PLAN
1/4" = 1'-0"

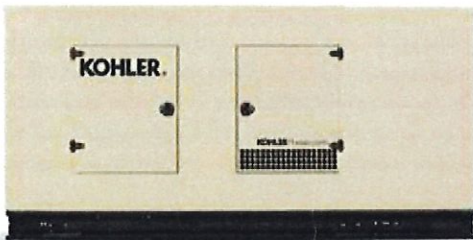
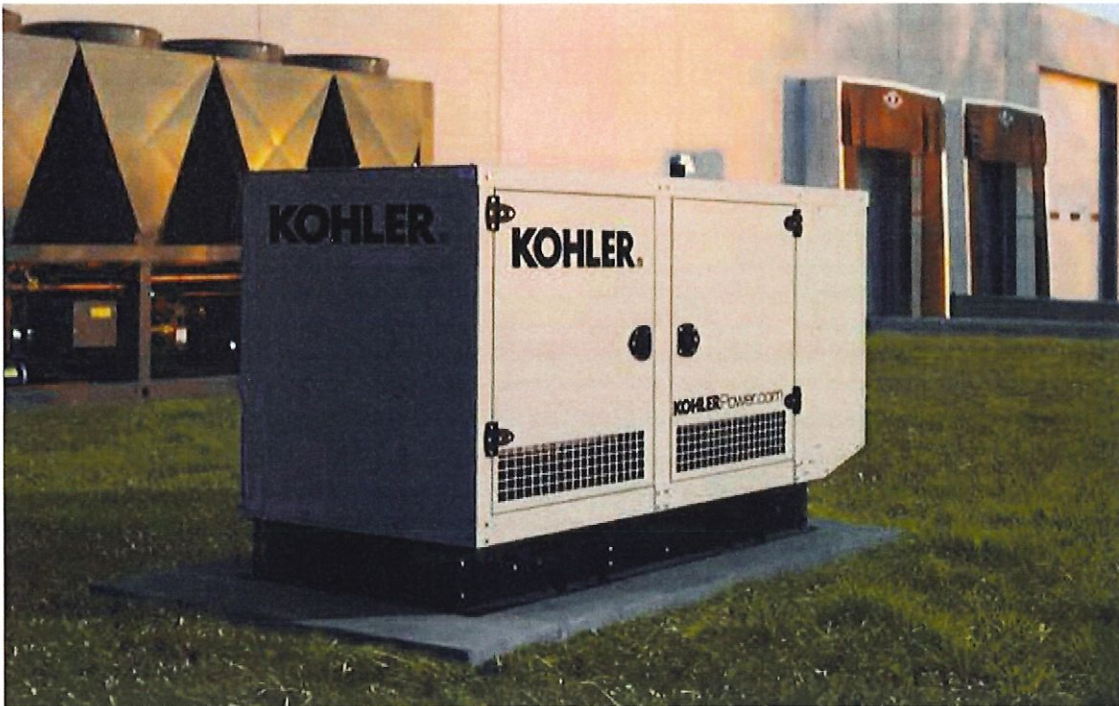


GENERATOR
10235 N. PORT WASHINGTON ROAD
MEQUON, WISCONSIN 53092

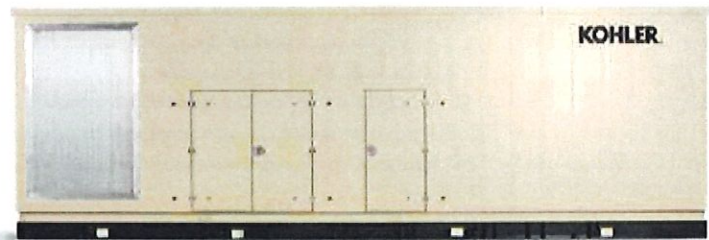
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DATE:	JUNE 15 2018
JOB:	1305
DRAWN BY:	BKS
CHECKED BY:	



80REZGD



KD1750

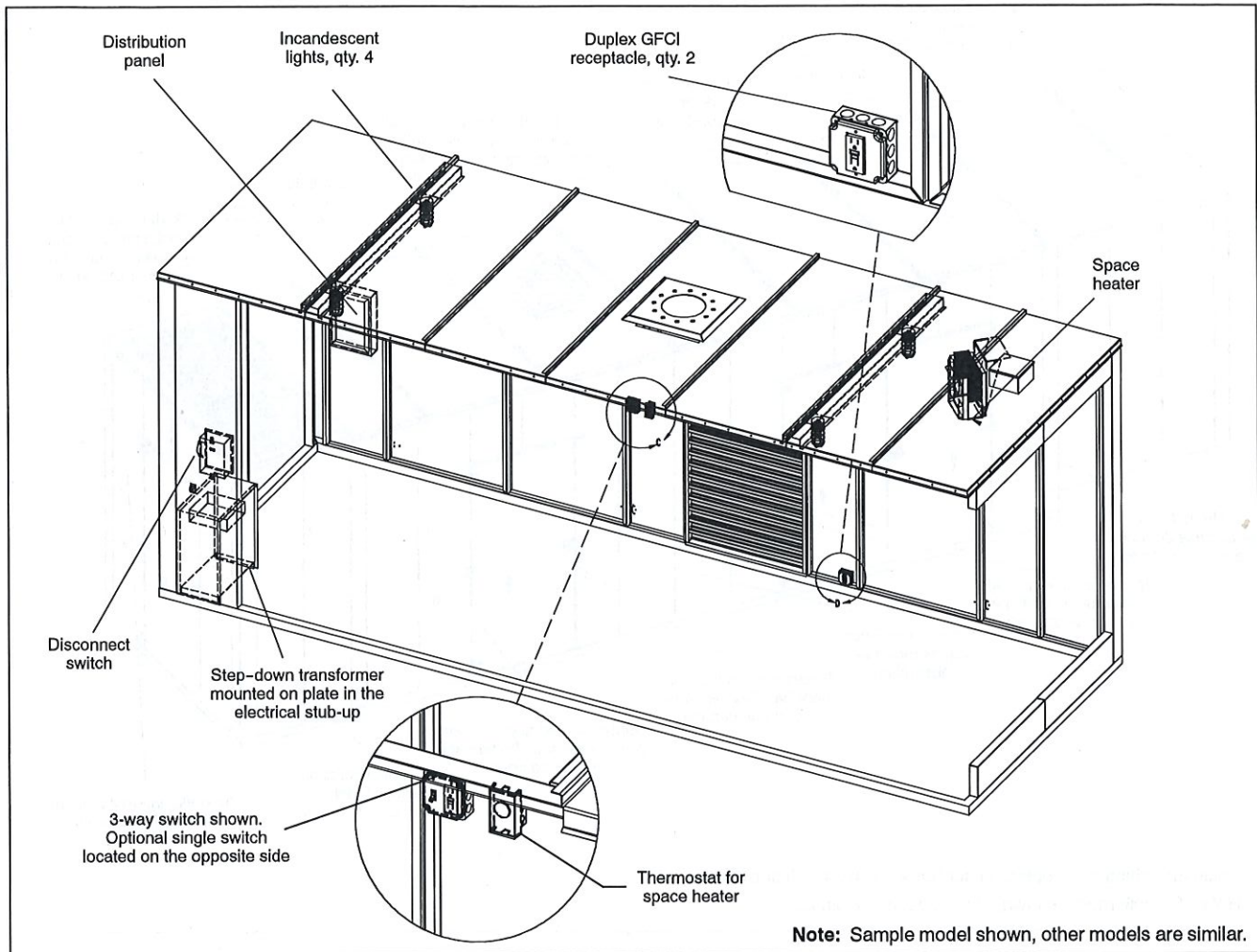
Sound Levels			
KW	Engine Manufacturer	Weather Enclosure dBA	Sound Enclosure dBA
15-60 kW	Kohler	77-80	64-65
25-150 kW	GM	75-85	65-73
80-300 kW	John Deere	80-94	68-75
350-500 kW	John Deere	90-94	73-75
500-600 kW	Volvo	94-95	75
700-1000 kW	Kohler/MTU	93-98	75
1250-4000 kW	Kohler/MTU/Mitsubishi	85-101	75-85

Sound level full-load dBA @ 23 feet

LEVEL 1

SUBTRACT 10 dBA
FOR LEVEL 2

Aluminum Weather and Sound Enclosure Options



Enclosure Material

- ☐ Aluminum Enclosure

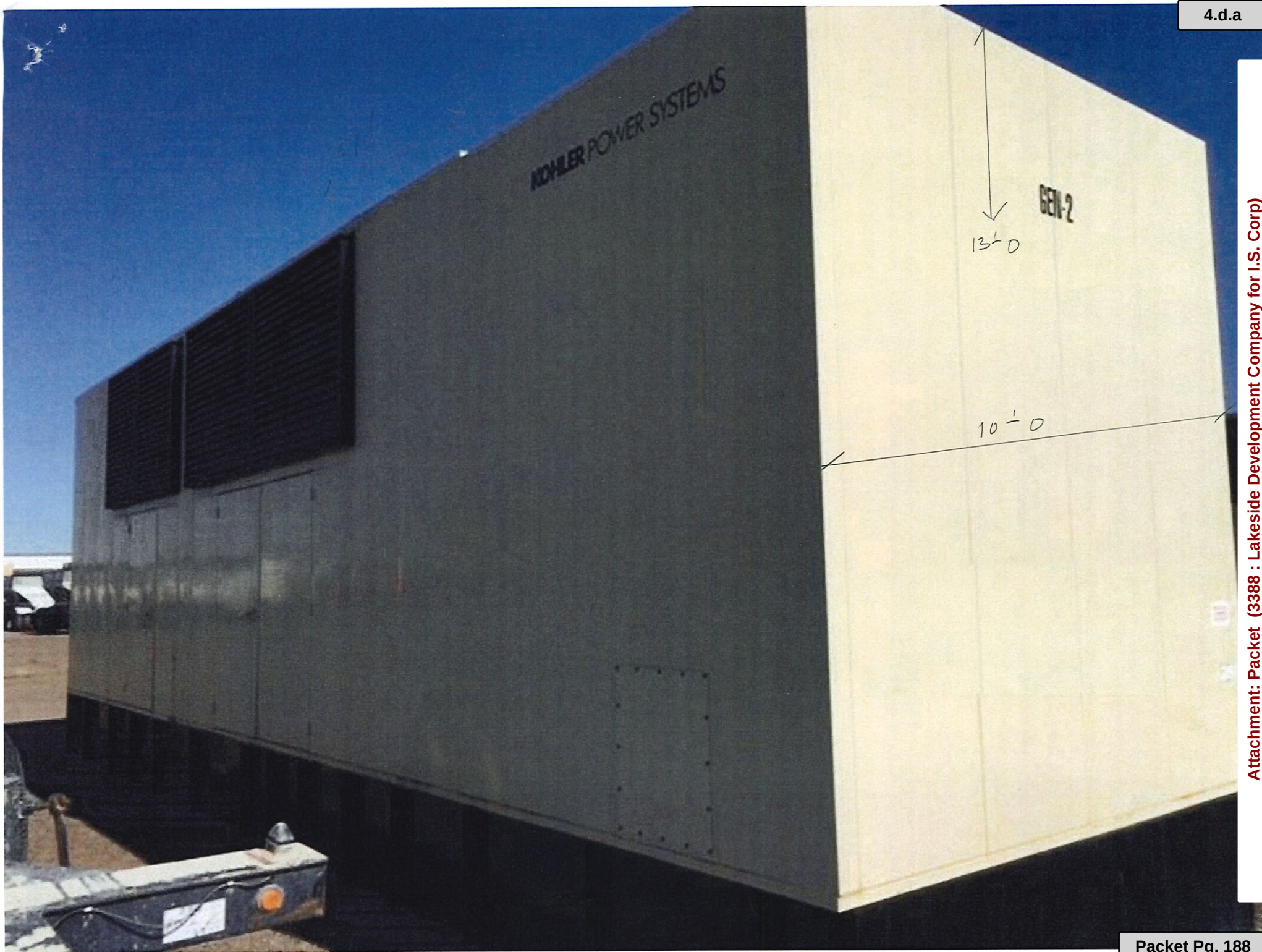
Enclosure Silencer Options

- ☐ External Critical Silencer, weather enclosure
☐ External Critical Silencer, sound enclosure, level 1
☐ External Hospital Silencer, sound enclosure, level 2
☐ Internal Critical Silencer, weather enclosure
☐ Internal Critical Silencer, sound enclosure, level 1
☐ Internal Hospital Silencer, sound enclosure, level 2

DC Light Package

DC Light Package (DLP). Prewired qty. 2, internal DC light package offering an economical alternative light source within the enclosure, as a complement to the BEP or a source of light when AC power is not available. Battery drain limited with fuse protection and controlled through a 0-60 minute, spring-wound, no-hold timer.

- ☐ Additional DC lights, qty. 2.





**Actual Generator
Profile**

TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: July 23, 2018
SUBJECT: Fahim Beg for Clark Gas Station. The applicant is seeking building and site plan amendment to allow for a building expansion to the C-store for the property located at 10355 N. Port Washington Road.

Applicant:	Mequon Clark
Status of Applicant:	Agent
Requested:	Building and Site Plan Amendment
Existing Zoning:	B-2
Land Use Plan:	Community Commercial
Lot size:	.48 acres
Location:	10355 N. Port Washington Road
Tax Key:	#15-031-01-011.00
District:	#7

Background:

The applicant is seeking building and site plan amendment approval for an addition to the building at 10355 N Port Washington Road. Mequon Clark is proposing an approximate 1,000 square foot addition to the existing c-store. The applicant came before the Planning Commission for a consultation in October 2017. As stated at that time, the Conditional Use Grant amendment approval in 1994 and the storage shed approval in 2000 granted the property the following waivers:

1. An offset waiver for the trash enclosure (16 feet).
2. A building waiver from the west property line (10.5 feet).
3. A canopy waiver from the east property line (18 feet).
4. A sign waiver to allow for three façade mounted signs (one façade and two canopy mounted).
5. A sign waiver for the freestanding sign (53.68 square feet).
6. A south property line waiver for storage shed (15' feet).

Site Plan:

The existing c-store including the walk-in cooler is 585 square feet. The proposed project is a 1,002 square foot addition to the north, south and west of the existing building. The B-2 District requires a 20 foot offset. The property previously received a 10.5 foot building offset waiver from the west property. The proposed site plan shows a 4.9 foot offset from the west property line and requires an offset waiver. The offset waiver request is to accommodate a new walk-in cooler on the west side of the c-store as shown on the floor plans. The existing lot is non-conforming and does not meet the lot size or width and length requirement. The average minimum lot width and length requirement in the B-2 district is 150 feet. The width of the site is roughly 85 feet. The applicant was approved for a 10.5 offset waiver from the west property line as part of their conditional use grant amendment in 1994.

Staff supports the offset waiver from the west property line. There is existing mature landscaping that buffers the adjacent property. Per the zoning code, any required offset area shall be landscaped and kept clean and free from the accumulation of debris or refuse, and shall not be used for the storage or display of equipment, products, vehicles, or any other material. Staff will add as a condition of approval the maintenance and/or removal of overgrown landscaping and compliance with the approved landscape plan from 1994.

The open space ratio with the proposed addition is 28.2%. A waiver from the Planning Commission will be required since it does not meet the 30% open space ratio requirement. Staff supports the waiver to the open space ratio considering the size of the lot. The B-2 district requires a minimum lot size of two acres. The site is non-conforming with only .48 acre. Considering the size of the lot, the proposal comes close to meeting the open space requirement.

The zoning code requires one parking space per 150 square feet of the gross floor area. For gas stations, gasoline pump parking can be considered parking stalls. The site plan shows three parking spaces to the north of the c-store, one handicapped stall south of the c-store and four pump islands for a total of 11 parking spaces. The total square footage of the c-store with the addition is 1,587 square feet which requires 11 parking stalls.

On a recent site inspection, staff identified miscellaneous outdoor storage of materials not shown on the site plan. The applicant shall remove, minimize or screen outdoor storage. As a condition of approval, the applicant will have to update the site plan to show these locations.

Building Design:

The base of the proposed addition is constructed of cream color split-face block to match the existing base. On the north, east and west elevations, the façade above the windows is a brick veneer in an amber rose color with decorative split-face block pilasters proposed between window sections and on the building corners. Aluminum fascia is proposed on all elevations. The east elevation entrance is constructed of split-face block from grade to just under the fascia and an awning is proposed above the new doors. The west elevation is constructed entirely of split-face block. Staff is supportive of the proposed design. For commercially-zoned property, staff has not recommended split-face block as a primary material. Staff recommends extending the proposed brick around the entire building onto the west elevation. Staff supports the use of split-face in the other areas due to the existence of split-face on the base of the c-store and because the cream colored split-face is textured making it more decorative.

There is a slight variation between the proposed elevations and the renderings. The elevations show the pilaster height to match the top of the windows. The renderings show the pilasters extending roughly a foot above the top of the windows. Staff supports the height of the pilasters shown on the elevation which provides a better distinction between the brick and the split-face and which more accurately mimics the appearance of a supporting column.

Lighting:

There are existing non-compliant light poles on the site that shall be removed prior to issuance of permits. No new lighting is proposed.

Site Conditions:

In addition to the zoning ordinance standards, the site must also comply with all conditions listed in the Conditional Use Grant and address any of the following outstanding items:

- Landscape not in accordance with approved landscape plan.
- Miscellaneous outdoor storage of materials not shown on approved site plan.

- Non-compliant lighting.
- Non-functioning/abandoned equipment on site.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comment:

The land disturbance for the addition is less than 1 acre and there is less than a half-acre of new impervious area proposed. The amount of land disturbance and new impervious surface does not trigger stormwater management or erosion control permitting.

Staff Recommendation:

Planning staff recommends **approval** of the building and site plan amendment based on the following condition(s):

1. Planning staff review and approval of final site, landscaping and elevation plans prior to the issuance of permits.
2. Address all non-compliant/CUG conditions.
3. Remove, minimize or screen outdoor storage and update the site plan to show location of outdoor storage.
4. Remove non-functioning equipment on site.
5. Maintain and/or remove overgrown landscaping and bring site into compliance with approved landscape plan or submit revised plan.
6. Extend the brick around the entire building onto the west elevation.
7. Height of pilasters shall be to the top of the windows.

Attachments:

Packet (PDF)

**Fahim Beg
for Clark Gas Station**

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		

4.e.a

R-6

B-4

B-1

Donges Bay Rd

B-3

B-2

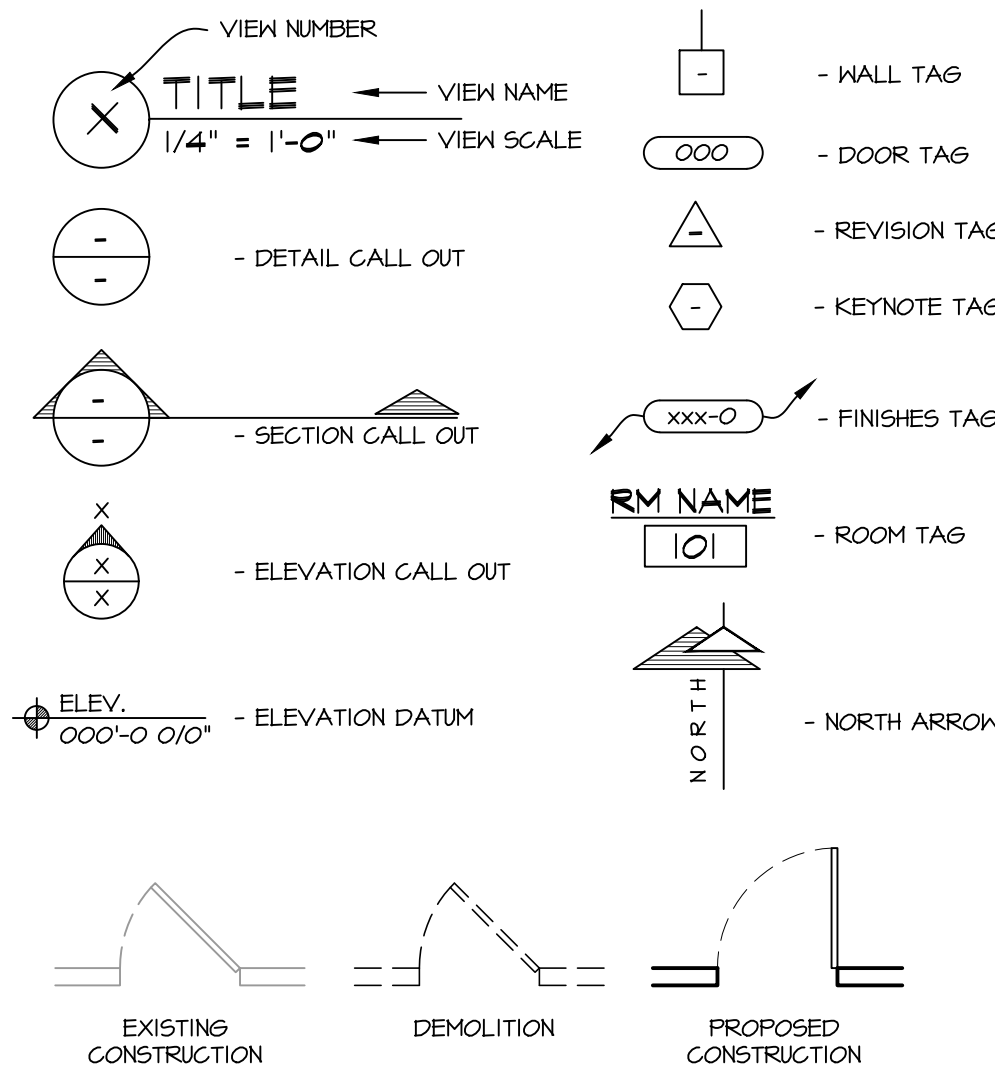
Port Washington Road

Attachment: Packet (3389 : Fahim Beg for Clark Gas Station)

ABBREVIATIONS

AFB	Above Finished Floor	FC	Fire Code	NIG	Not in Contract	T	Tread
ALUM	Aluminum	FD	Fire Drain	NO	Number	T & G	Truncate & Groove
ARCH	Architect	FDN	Foundation	NONCOM	Noncombustible	TEMP	Temporary
		FG	Fiberglass	NTS	Not to Scale	THK	Thick
BLDG	Building	FIN	Finished	O	On, Over	TOF	Top of Footing
BLKG	Blocking	FLR	Floor	OC	On Center	TRTD	Treated
BRG	Bearing	FLT	Floor or Feet	OFNS	Opening	TV	Television
		FTG	Footing	OPP	Opposite	TYP	Typical
CLG	Ceiling	GYP	Gypsum	OH	Overhead		
CONC	Concrete	HT	Height	PLY	Plywood	UL DES	Underwriters Laboratory
CONSTR	Construction	HC	Handicap	PROP	Property		Designation
CONT	Continuous	HDR	Header	PT	Point		Unless Noted
CONTR	Contractor	HR	Hour	PVMT	Pavement	UNO	Otherwise
CTR	Center	HVAC	Heating, Ventilating & Air Conditioning	PKR	Power		
DBL	Double	INCL	Including	PSF	Pounds per Square Foot	VB	Vapor Barrier
DET	Detail	INSUL	Insulation	PSL	Parallel Structure Lumber	VCT	Vinyl Composite Tile
DIA	Diameter	INT	Interior	PLF	Per linear foot	VEN	Veneer
DIM	Dimension						
DN	Down	JST	Joist	R	Riser	W	Wide
DR	Door	KD	Kiln Dried	RAD	Radius	WD	Wood
DWS	Downspout	LAV	Lavatory	REF	Refrigerator	WN	Window
DWG	Drawing	LT	Light	REINF	Reinforcing	WO	Without
		LVL	Laminated Veneer Lumber	REQD	Required	WP	Weatherproof
				REV	Revision	WVF	Welded Wire Fabric
EA	Each			RM	Room		
ELEC	Electrical			RO	Rough Opening		
ELEV	Elevation	MAX	Maximum				And
EP	Electrical Panel	MC	Moisture Content	SECT	Section	#	At
EXT	Exterior	MEGH	Mechanical	SHT	Sheet	6	Center Line
		MET	Metal	SHTG	Sheeting	DIA	Diameter
		MFR	Manufacturer				
		MIN	Minimum	SIM	Similar		
		MISC	Miscellaneous	SPEC	Specified		
				STD	Standard		
				STOR	Storage		
				SYP	Southern Yellow Pine		

SYMBOL LEGEND



PLAN NOTES:

1. ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTORS MUST REVIEW ALL DETAILS OF THEIR TRADES AND BE RESPONSIBLE FOR THE SAME.
 2. DO NOT SCALE DIMENSIONS FROM DRAWINGS. CONSULT THE ARCHITECT WITH ANY QUESTIONS.
 3. ALL INTERIOR WALLS ARE DIMENSIONED STUD-TO-STUD (UNLESS NOTED OTHERWISE. (SEE WINDOW TYPES FOR ACTUAL DIMENSIONS)
 4. PLACEMENT OF BUILDING COMPONENTS, MECHANICAL EQUIP. APPLIANCES AND ELECTRICAL COMPONENTS IS SUBJECT TO FIELD ADJUSTMENT.
- ACTUAL CONSTRUCTION MAY NOT CONFORM EXACTLY TO THE LOCATIONS INDICATED ON THESE DRAWINGS

GENERAL NOTES:

1. THE DESIGNER MAINTAINS NO RESPONSIBILITY FOR THE GENERAL CONTRACTOR, SUBCONTRACTORS, OR THOSE WORKING IN SUCH CAPACITIES, FOR THE METHODS USED, OR LACK THEREOF, IN THE EXECUTION OF THE WORK AND SAFETY PROCEDURES AND PRECAUTIONS TAKEN AT THE PROJECT SITE.
2. CONTRACTORS SHALL ASSUME FULL RESPONSIBILITY - UNRELIEVED BY REVIEW OF SHOP DRAWINGS NOR BY SUPERVISION OR PERIODIC OBSERVATION OF CONSTRUCTION FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS - FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS, FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING EXCAVATION, SHORING AND SCAFFOLDING, BRACING, ERECTION, FORM WORK, ETC.); FOR COORDINATION OF THE VARIOUS TRADES, FOR SAFE CONDITIONS ON THE JOB SITE, AND FOR THE PROTECTION OF THE PEOPLE AND PROPERTY AT THE JOB SITE.
3. THE INFORMATION CONTAINED ON THE DRAWINGS IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL THE SPECIFICATIONS, TRADE PRACTICES, OR APPLICABLE STANDARDS, CODES, ETC., INCORPORATED THEREIN BY REFERENCE, WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.
4. UNLESS NOTED OTHERWISE, ALL DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE.
5. UNLESS OTHERWISE SHOWN OR NOTED, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND THE PLACEMENT OF ANY INSERTS, HANGERS, PIPE SLEEVES, HOLES OR ANCHOR BOLTS THAT ARE REQUIRED BY THE MECHANICAL OR ELECTRICAL EQUIPMENT.
6. THE CONTRACTOR SHALL COMPLY WITH THE LATEST OCCUPATIONAL SAFETY HEALTH ACT REQUIREMENTS.
7. ALL STATE OF WISCONSIN, LOCAL AND O.S.H.A. SAFETY CODES SHALL BE A PART OF THESE PLANS, AND IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO SEE THAT ALL PARTIES THAT WORK AT OR VISIT THE JOB SITE COMPLY WITH SAME.

CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND THE EXACT LOCATION OF EXISTING PLUMBING, MECHANICAL, AND STRUCTURAL COMPONENTS AND NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES.

SCOPE OF DRAWING:

THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN INTENT, THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL AND ELECTRICAL SYSTEMS. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT. ON THE BASIS OF GENERAL SCOPE INDICATED OR DESCRIBED, THE TRADE CONTRACTORS SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK INTENDED.

SITE & BUILDING DATA :

USE OCCUPANCY CLASSIFICATION; (Table-603)	NON-SEPARATED MIXED USE: "M" IS MOST RESTRICTIVE "M" - MERCANTILE OCCUPANCY (C-STORE) "B" - BUSINESS OCCUPANCY (CAR WASH)	
ALLOWABLE HEIGHT;	<u>"M" (V-B): ONE STORY - 9.000 sq. ft.</u>	
ACTUAL AREA:	TOTAL BUILDING AREA:	5,976 sq. ft.
	AFTER REMODEL C-STORE AREA:	4,600 sq. ft.
	AFTER REMODEL CAR WASH AREA:	1,376 sq. ft.
SPRINKLERS;	NONE	
CONSTRUCTION TYPE (Table-601)	"V-B"	
FIRE RATINGS (per table 602)		
STRUCTURAL FRAME:	O - HR. RATING	
BEARING WALLS EXTERIOR:	O - HR. RATING	
BEARING WALLS INTERIOR:	O - HR. RATING	
NON-BEARING WALLS EXTERIOR:	O - HR. RATING	
NON-BEARING WALLS INTERIOR:	O - HR. RATING	
FLOOR CONSTRUCTION:	O - HR. RATING	
ROOF CONSTRUCTION:	O - HR. RATING	
EXIT TRAVEL DISTANCE; (table 101.6.1)	20' 0"	
COMMON PATH OF TRAVEL; (per 101.4.3)	75 FEET (C-STORE) 100 FEET (CAR WASH) W/ <30 OCCUPANT LOAD	
TOTAL OCCUPANCY LOADING (per TABLE 1004.1.1)	<u>121 TOTAL OCCUPANTS IN BUILDING</u> (MERCANTILE AREAS = 1 PER 30 S.F.) (BUSINESS AREAS = 1 PER 100 S.F.) (771 S.F. / 200 = 4) (STORAGE / MECHANICAL AREAS = 1 PER 300 S.F.) (866 S.F. / 300 = 3) (CAR WASH AREAS = 1 PER 100 S.F.) (848 S.F. / 100 = 8) (OFFICE / CASHIER (BUSINESS) AREAS = 1 PER 100 S.F.) (399 S.F. / 100 = 4)	
PLUMBING FIXTURE REQUIREMENTS: (per TABLE 2902)		
WATER CLOSETS TOTAL REQUIRED:		
MALE	= .39 REQUIRED	<u>2 PROPOSED</u>
FEMALE	= .39 REQUIRED	<u>1 PROPOSED</u>
LAVATORIES	= .5 REQUIRED	<u>2 PROPOSED</u>
WATER CLOSETS "B" BUSINESS"		
MALE (1 PER 25)	(7 / 25) = .28 REQUIRED	
FEMALE (1 PER 25)	(7 / 25) = .28 REQUIRED	
LAVATORIES (1 PER 40)	(14 / 40) = .35 REQUIRED	
WATER CLOSETS "M MERCANTILE"		
MALE (1 PER 500)	(54 / 500) = .108 REQUIRED	
FEMALE (1 PER 500)	(54 / 500) = .108 REQUIRED	
LAVATORIES (1 PER 750)	(107 / 750) = .14 REQUIRED	

SHEET INDEX:

SHEET C-1 SATELLITE IMAGE OF SITE PLAN & GENERAL INFORMATION

SHEET EX-1 EXISTING FLOOR PLAN ELEVATIONS & PHOTOS

SHEET A-1 PROPOSED FLOOR PLAN

SHEET A-2 PROPOSED ELEVATIONS



SATELLITE IMAGE

SCALE: NTS



SITE PLAN

SCALE: 1" = 20'-0"

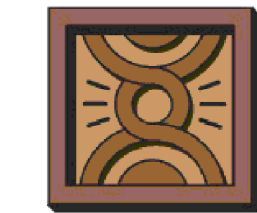




1 EXISTING PHOTO (SOUTH EAST LOOKING NORTH WEST)
SCALE: N.T.S.



2 PROPOSED RENDERING (SOUTH EAST LOOKING NORTH WEST)
SCALE: N.T.S.



PATERA LLC
Excellence in Architecture
2601 S. Sunny Slope Rd. • New Berlin, WI 53151
262-786-6776 FAX 262-786-7036

REVISIONS:
5/7/18: PRELIM #1
5/30/18: PRELIM #2
7/16/18: APPROVAL SET

CLARK GAS STATION ADDITION

10355 PORT WASHINGTON RD
MEQUON, WI

SHEET TITLE:

BEFORE & AFTER IMAGES

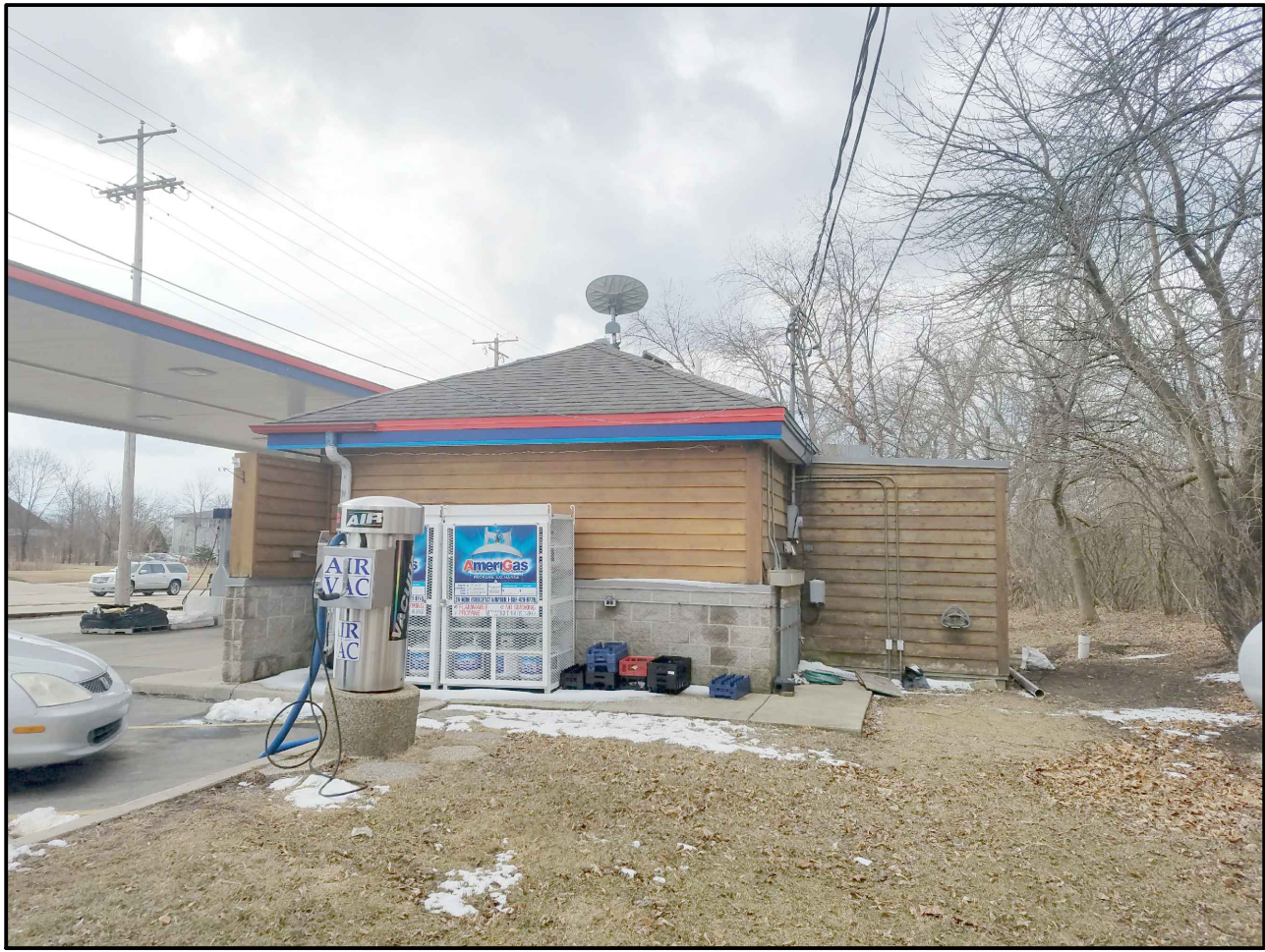
T-2

DATE: MAY 7TH 2018

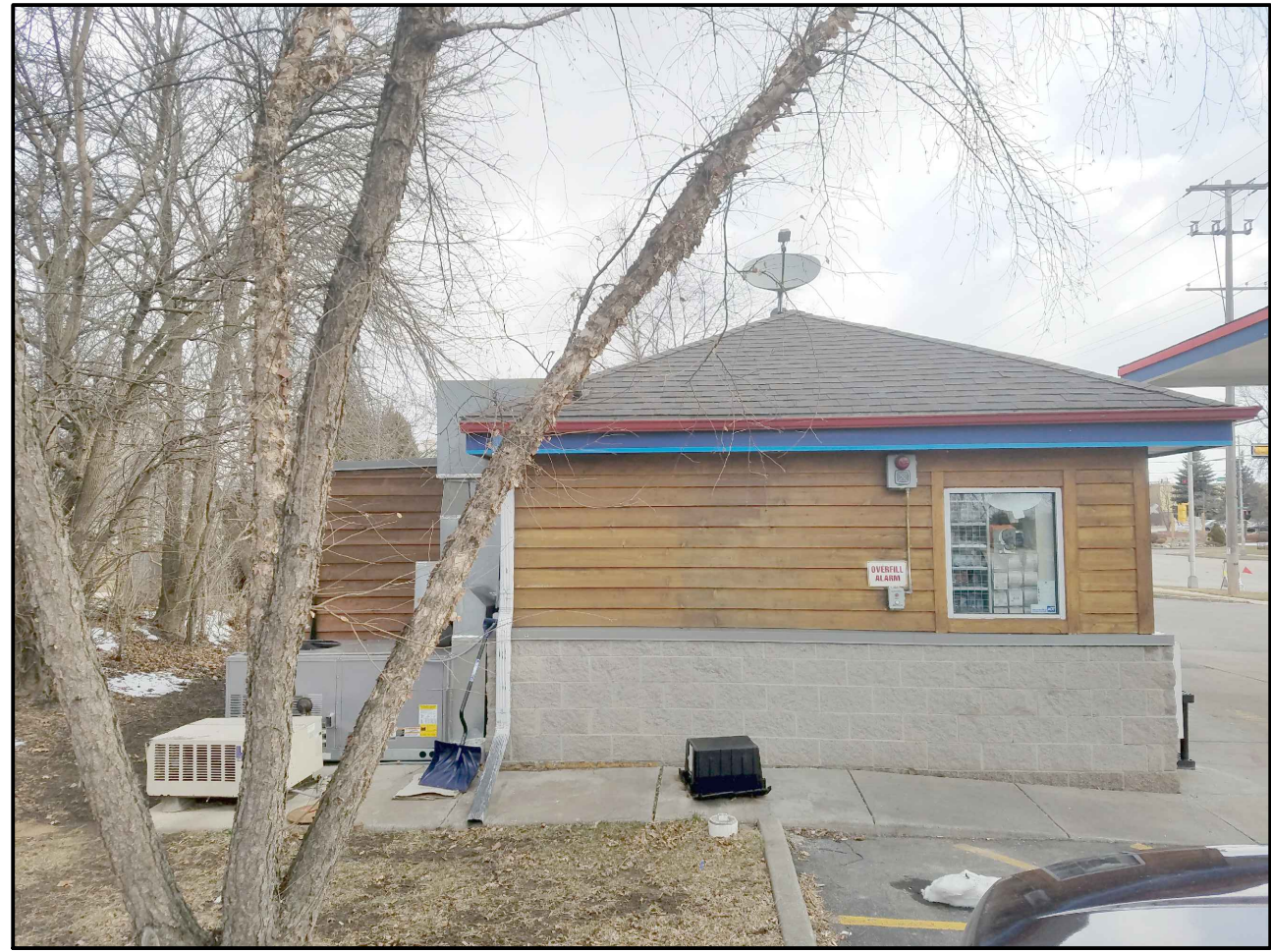
PROJECT NUMBER: 18-203



6 EXISTING EAST PHOTO
N.T.S.



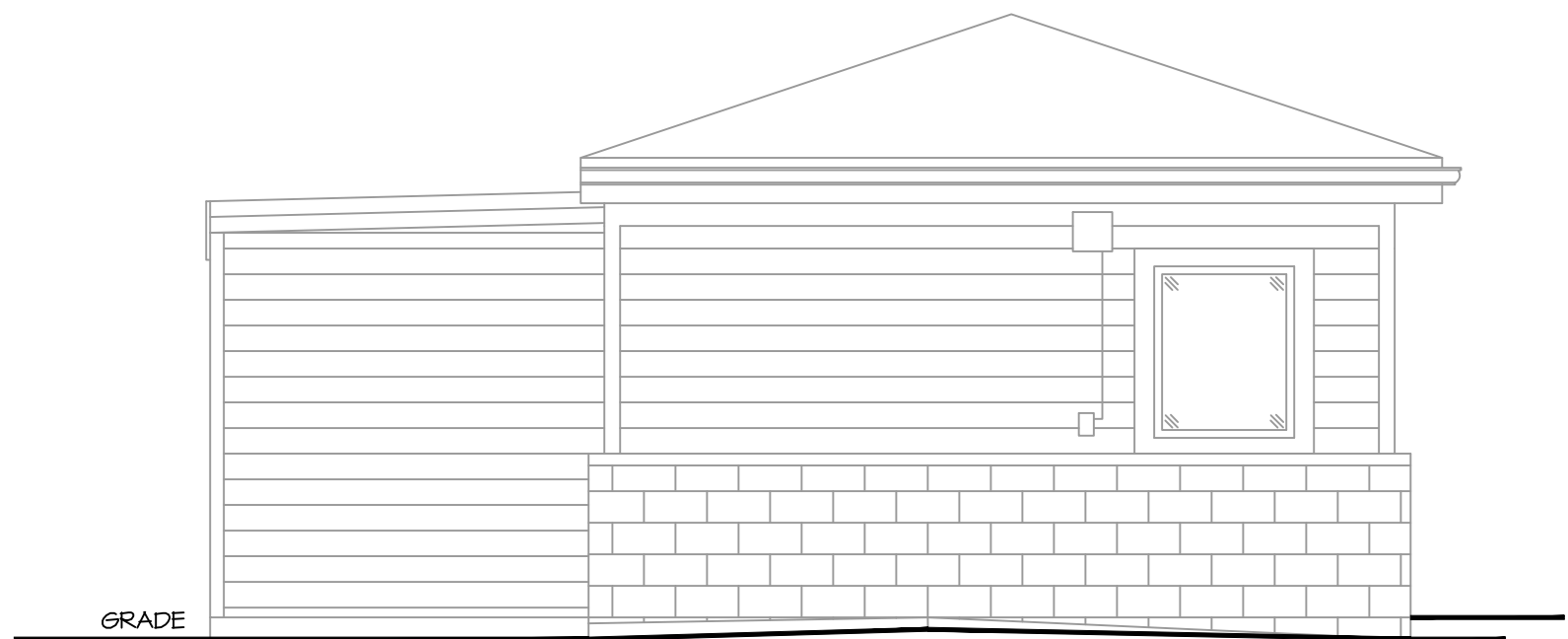
7 EXISTING NORTH PHOTO
N.T.S.



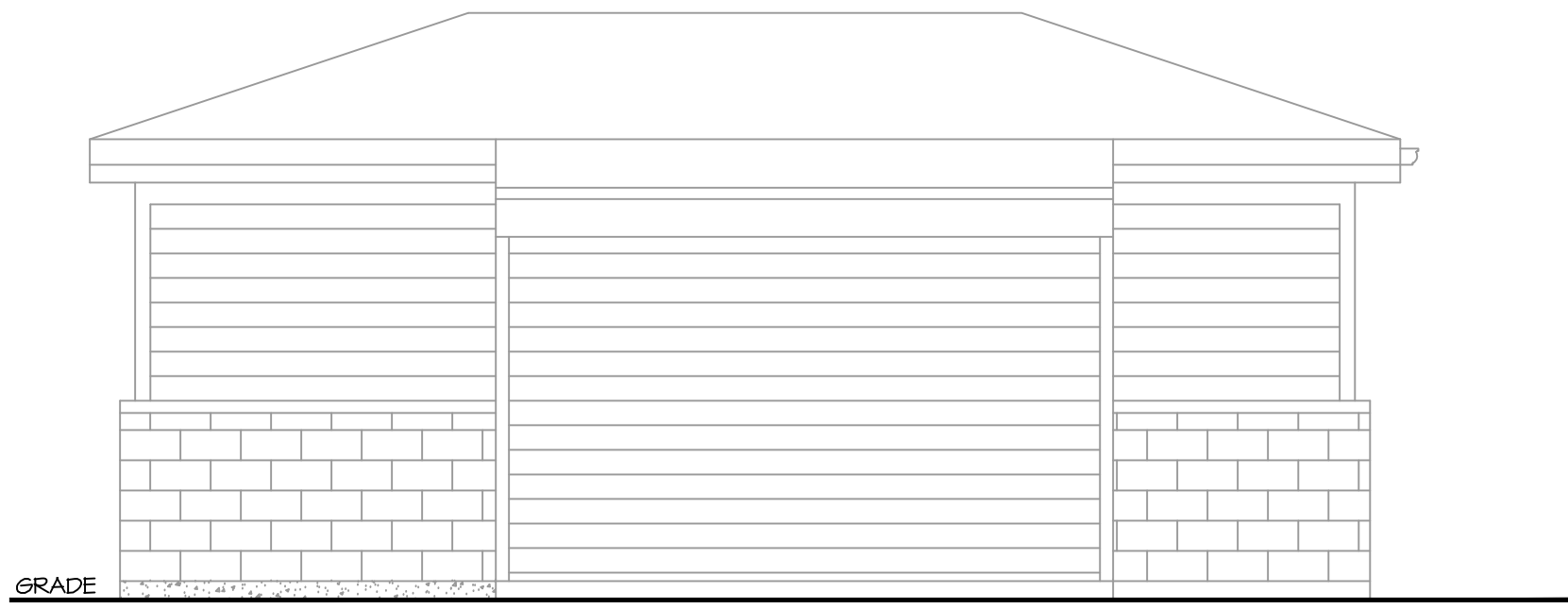
8 EXISTING SOUTH PHOTO
N.T.S.



9 EXISTING WEST PHOTO
N.T.S.

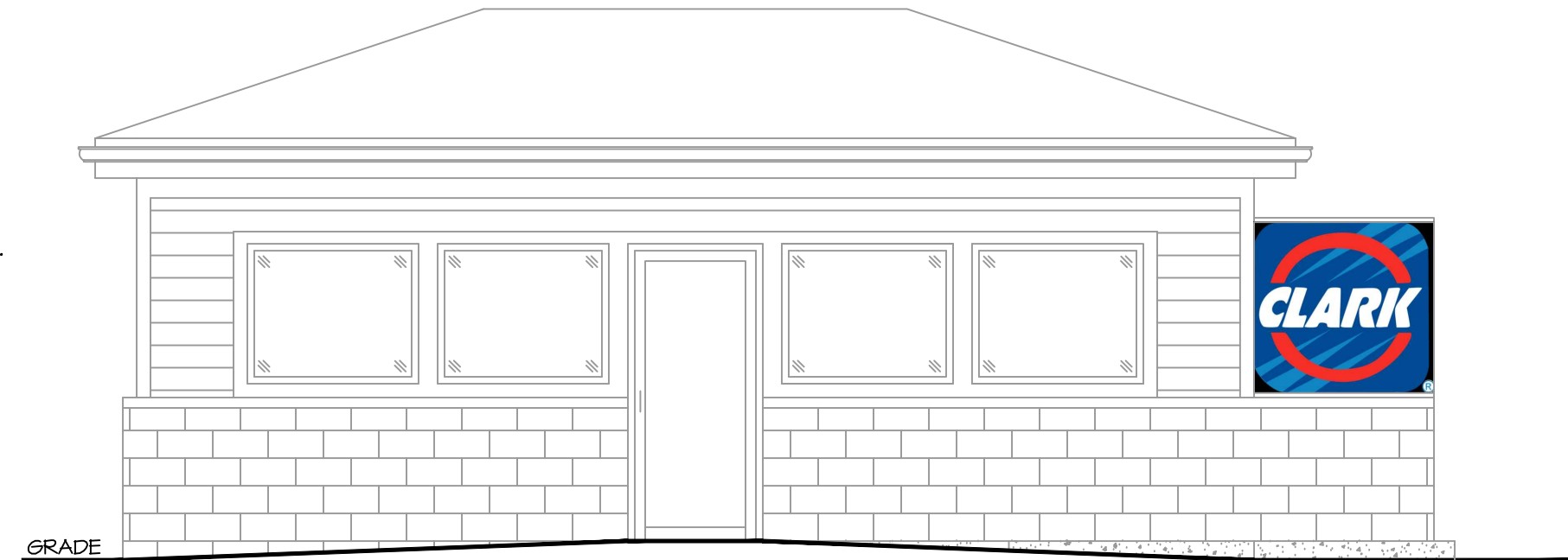


2 EXISTING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

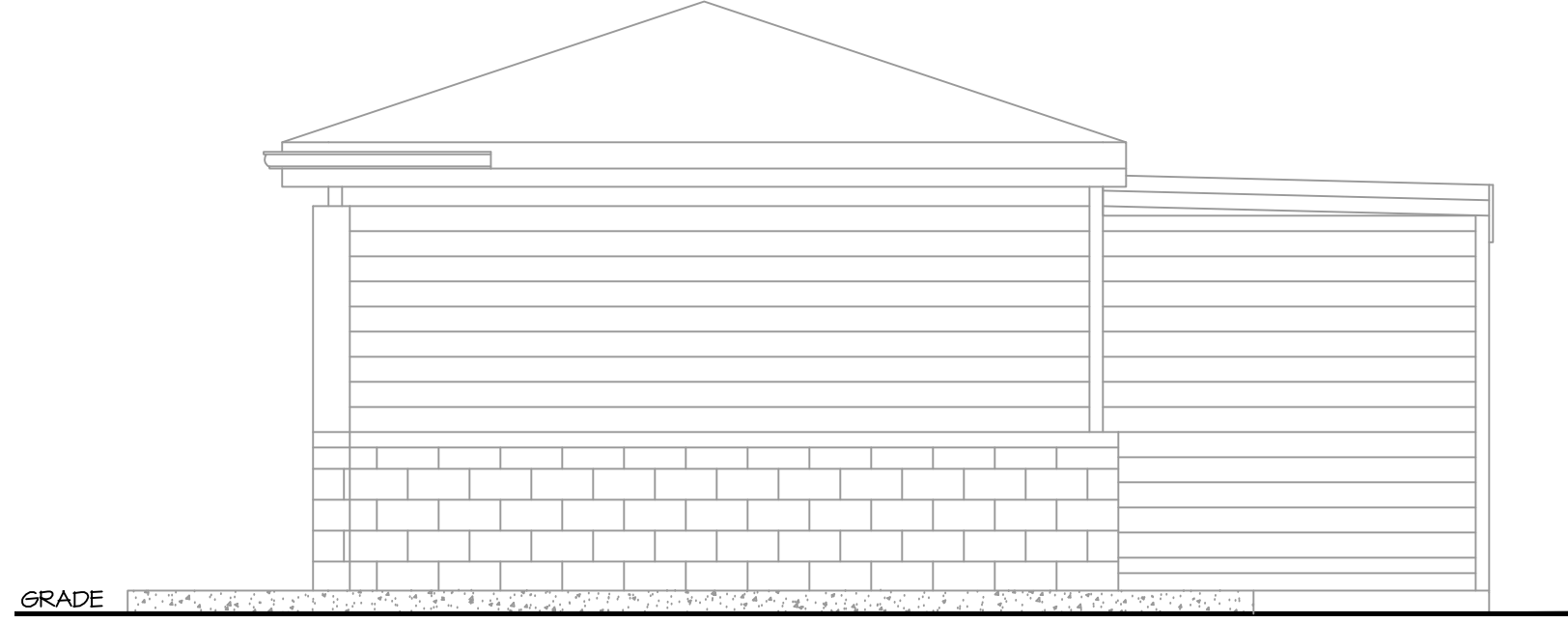


4 EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"

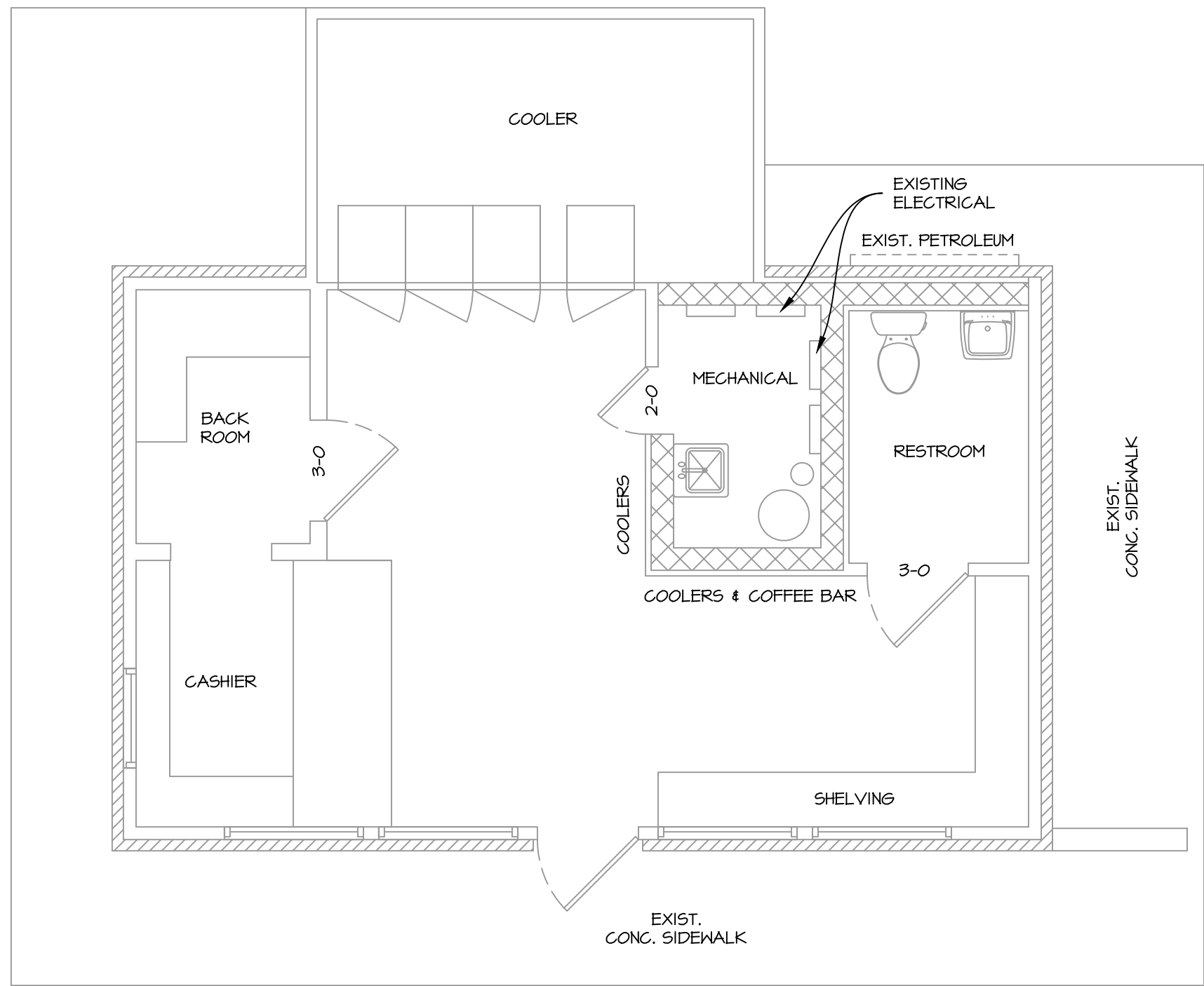
EXIST. PLATE HT.
EXIST. DROP CLG HT.
8'-0"
FIRST FLOOR
4'-0"
T.O. TYP. FOOTING



3 EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"



5 EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"



1 EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"

REVISIONS:

5/7/18:	PRELIM #1
5/30/18:	PRELIM #2
7/16/18:	APPROVAL SET

CLARK GAS STATION ADDITION

10355 PORT WASHINGTON RD
MEQUON, WI

SHEET TITLE:
EXISTING FLOOR PLAN, ELEVATIONS & PHOTOS

EX-1

ADDITION

PROPOSED FLOOR PLAN

SHEET TITLE:

PROJECT NUMBER: 18-203



REVISIONS:	
5/7/18:	PRELIM #1
5/30/18:	PRELIM #2
7/16/18:	APPROVAL SET

CLARK GAS STATION ADDITION

10355 PORT WASHINGTON RD
MEQUON, WI

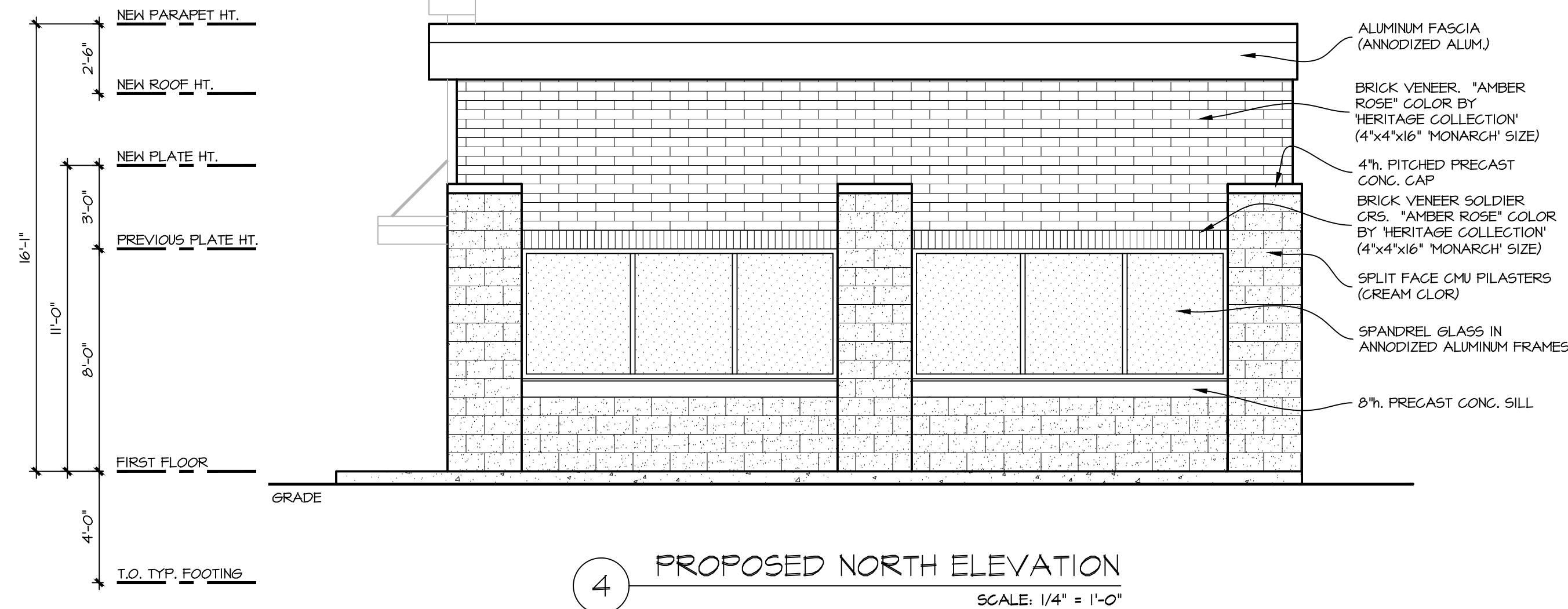
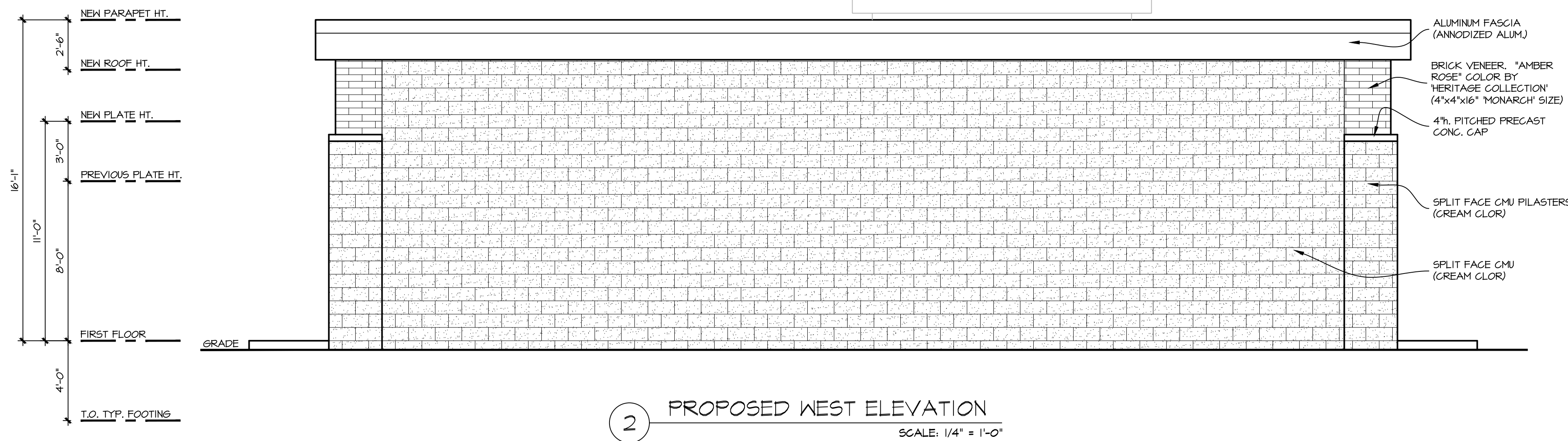
SHEET TITLE:

PROPOSED ELEVATIONS

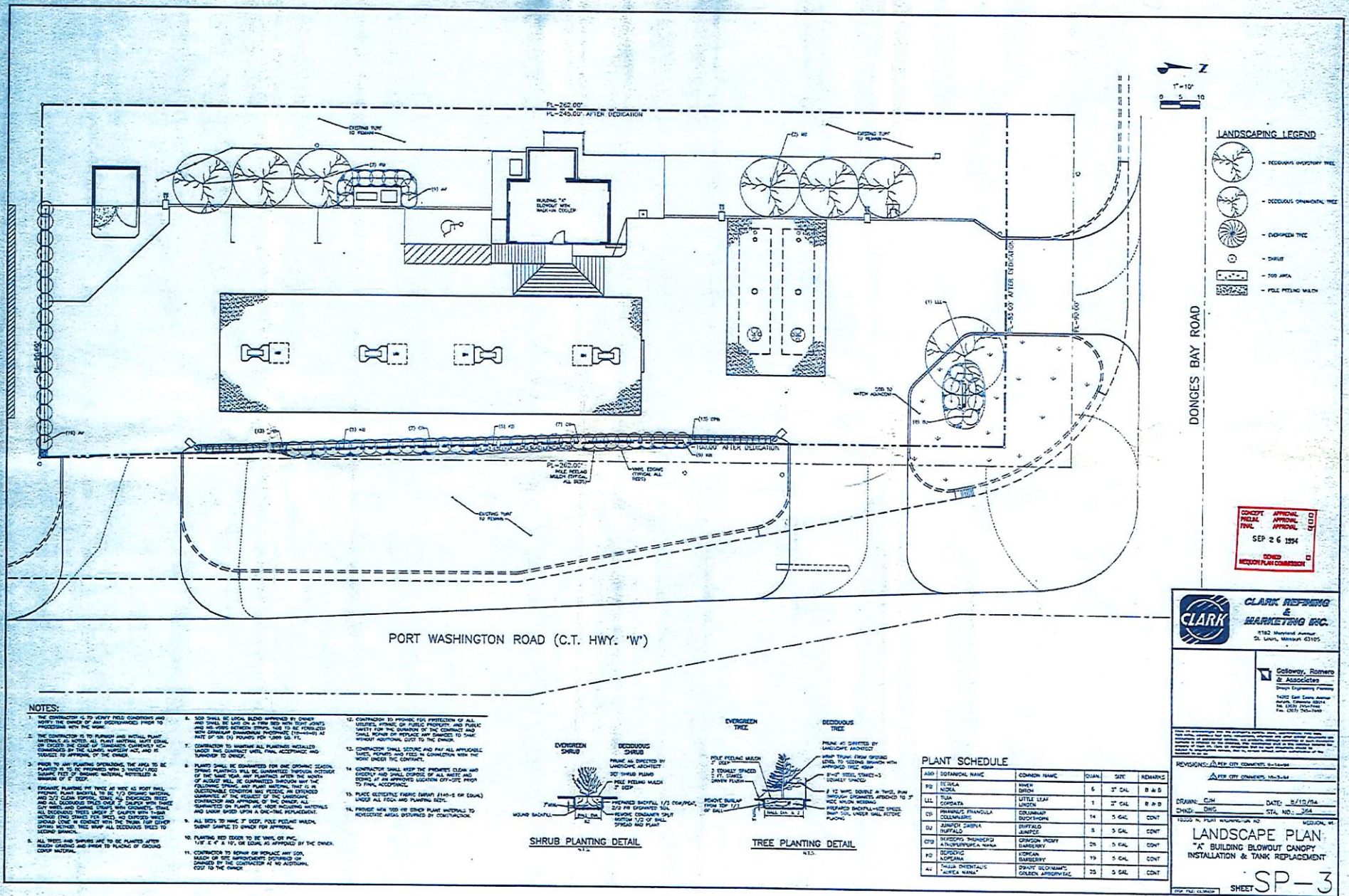
A-2

DATE: MAY 7TH 2018

PROJECT NUMBER: 18-203







TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: July 23, 2018
SUBJECT: Kieffer Signs Inc., for Shopko Optical. The applicant is seeking approval for a proposed sign for Shopko Optical for the property located at 10930 N. Port Washington Road (Mequon Pavilions).

Applicant:	Kieffer Signs, Inc.
Status of Applicant:	Agent
Requested:	Sign Waiver
Existing Zoning:	B-2
Land Use Plan:	Commercial
Lot size:	19.73 acres
Location:	10906-11116 N. Port Washington Road
Tax Key:	#15-029-06-007.00
District:	#8

Background:

The applicant is requesting a sign waiver approval for a proposed sign for Shopko Optical at 10930 N Port Washington Road. The applicant is requesting a white channel letter wall sign with a green panel background for Shopko Optical who is a tenant in Mequon Pavilions. Staff does not support the sign with a proposed green aluminum backer panel and is deferring to the Planning Commission for approval of a sign waiver for the proposed design.

Sign Waiver:

Staff feels the proposed sign is not harmonious with the building and inconsistent with the intent of the approved Master Sign Plan. The approved Master Sign Plan (MSP) does not specifically state that backer panels are permitted or prohibited. The MSP does state that individual letters are permitted to be mounted on a raceway or directly to the building façade. The proposed sign shows channel letters attached to a backer panel and the panel attached to the facade.

Staff supports the white channel letters which match many of the other wall signs in the development. The applicant has requested the green background for brand recognition. The proposed background panel is a cost-effective solution to incorporate the brand color; however, staff feels that the color can be incorporated with the proposed channel letters. For example, the 'Shopko' letters can remain white and green can be used for the 'Optical' letters. Not only does the panel background not match the building exterior, staff feels allowing a colored sign background could set a precedent for the development. This could result in a circumstance where various colored sign backgrounds are installed throughout the shopping center which is inconsistent with the intent to provide a coordinated and comprehensive sign design approach for the development.

There is one tenant in the development with an approved sign with a backer panel. The approved Noodles & Company sign is the company's logo. The panel is much smaller and better incorporated into the overall sign as an oval background and in proportion with the text. The sign is also harmonious with the exterior because it matches the red awnings on the building.

Staff Recommendation:

Planning staff recommends denial of the Sign Waiver.

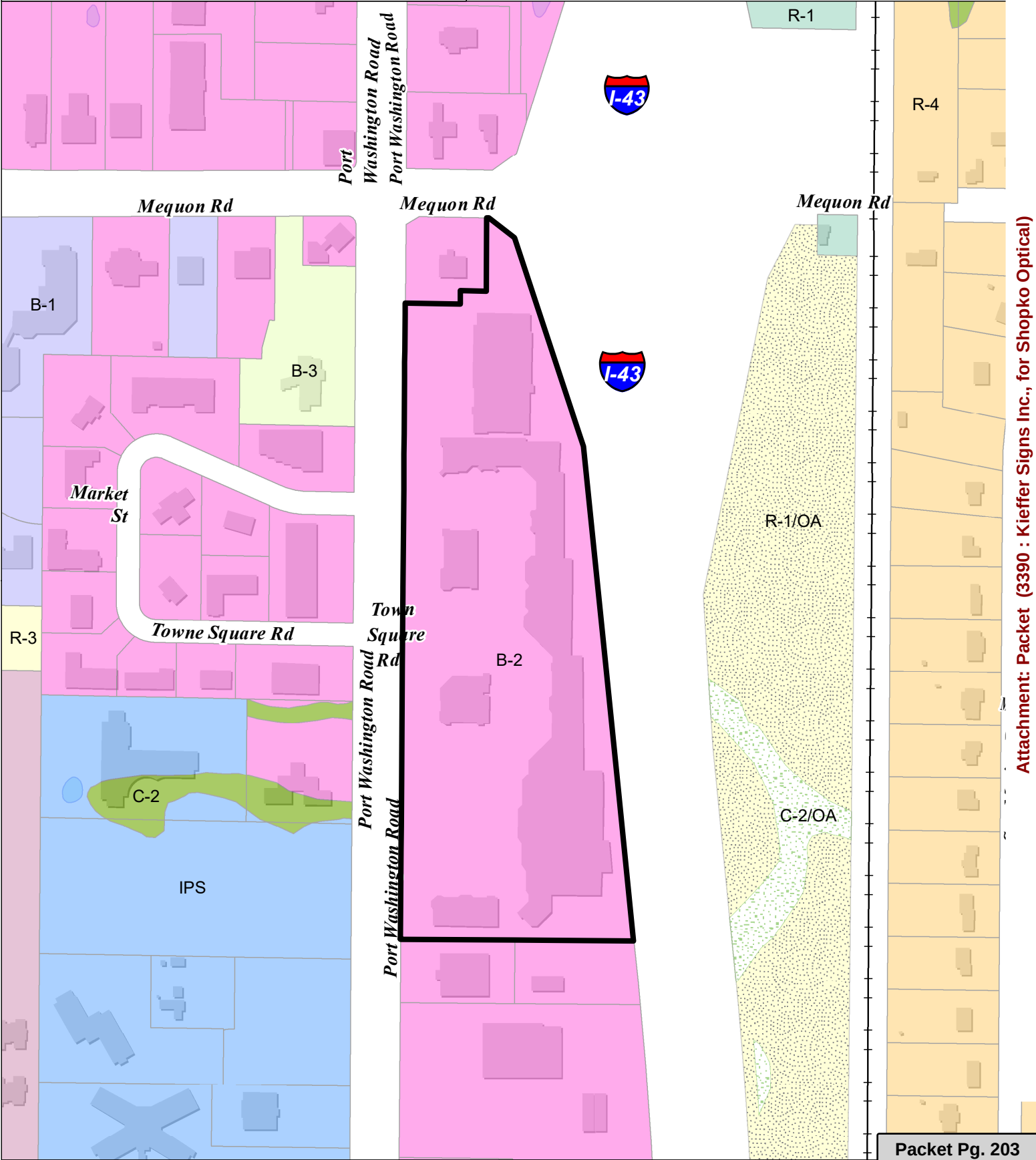
Attachments:

Packet (PDF)

Kieffer Signs Inc., for Shopko Optical

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		

4.f.a



Attachment: Packet (3390 : Kieffer Signs Inc., for Shopko Optical)



ELEVATION - CURRENT CONDITION
N.T.S.



PROPOSED FRONT & SIDE ELEVATIONS - CHANNEL LETTERS ON GREEN BACKER PANEL
SCALE: 1/8" = 1'-0"

NOTE:
DIMS ARE EXACT SAME
FOR C/Ls AND GREEN BKGRD
ON BOTH ELEVATIONS

Attachment: Packet (3390 : Kieffer Signs Inc., for Shopko Optical)

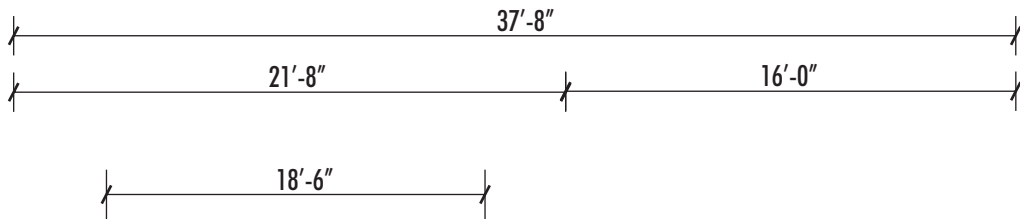


FRONT ELEVATION - CURRENT CONDITION
N.T.S.



PROPOSED FRONT ELEVATION - CHANNEL LETTERS ON 3MM ACM GREEN PANEL
SCALE: 1/8" = 1'-0"

Attachment: Packet (3390 : Kieffer Signs Inc., for Shopko Optical)

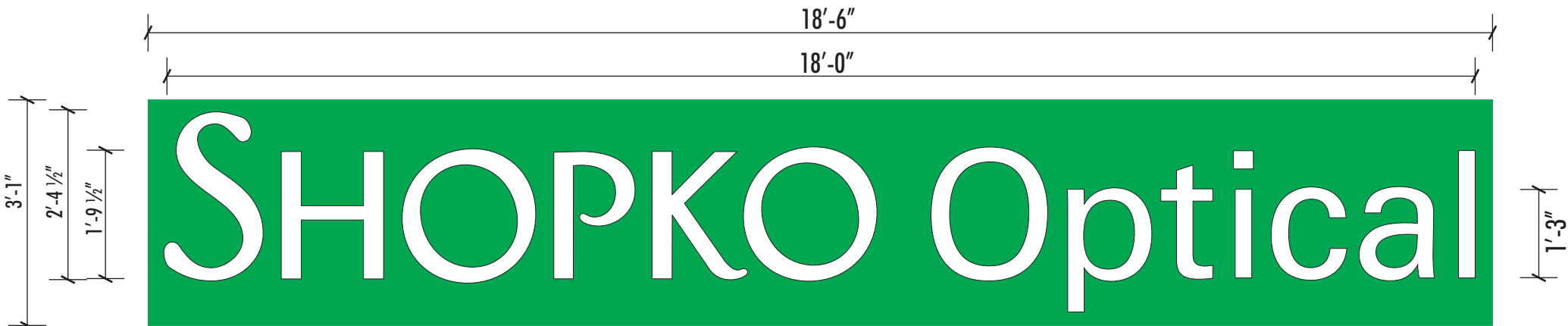


SIDE ELEVATION - CURRENT CONDITION
N.T.S.



B PROPOSED SIDE ELEVATION - CHANNEL LETTERS ON 3MM ACM GREEN PANEL
SCALE: 1/8" = 1'-0"

Attachment: Packet (3390 : Kieffer Signs Inc., for Shopko Optical)



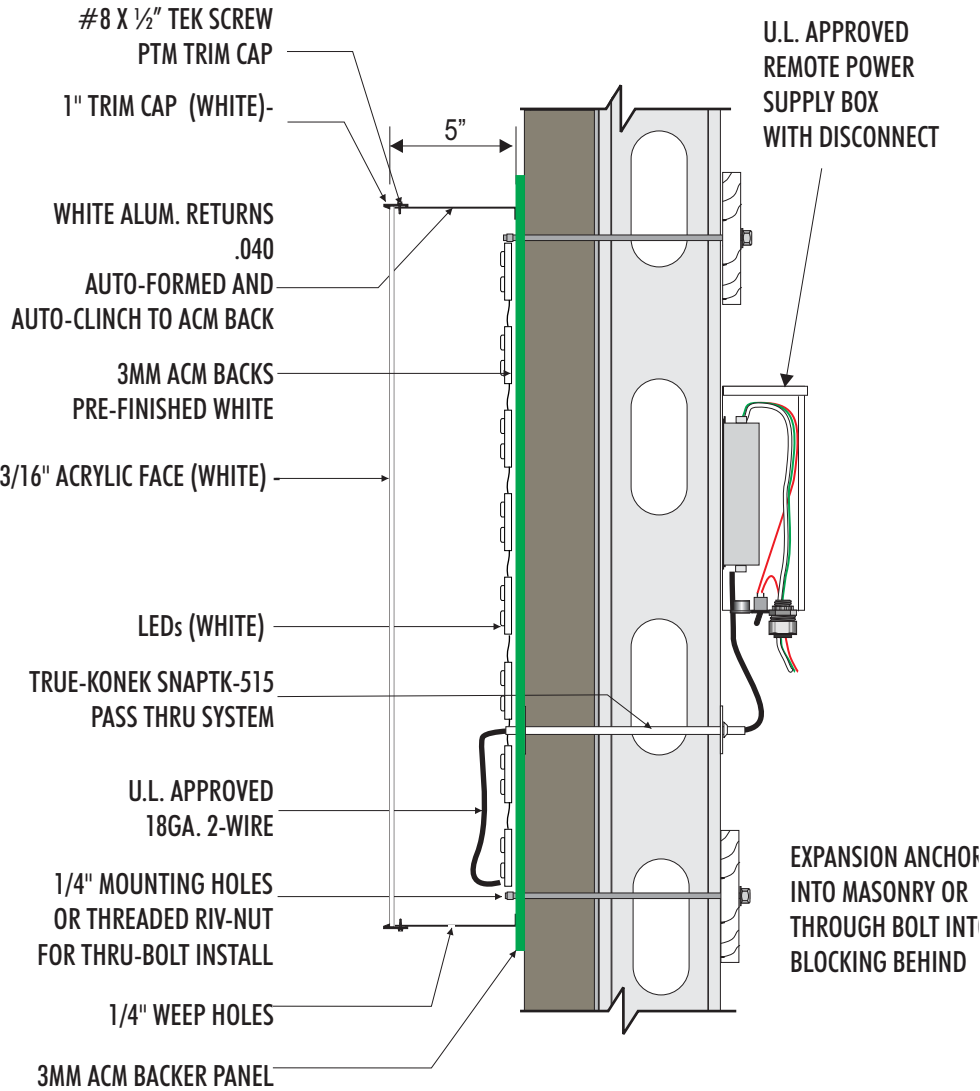
A B

LED ILLUMINATED CHANNEL LETTERS ON 3MM ACM BACKER PANEL

SCALE: 1/2" = 1'-0"

(2 REQUIRED)

3'-1" x 18'-6" = 57.35 SQ. FT.



(Face Lit LED C/Ltr W/Remote Power Supply)

SCALE: 1 1/2" = 1'-0"

Attachment: Packet (3390 : Kieffer Signs Inc., for Shopko Optical)

This is an original unpublished drawing submitted for use in connection with a project being planned for you by Kieffer Holding Co. It is not to be reproduced, copied or exhibited in any fashion without the written permission of Kieffer Holding Company.

Construct & Install Using Only U.L. Listed Components & In Accordance w/Art. 600 of the N.E.C. & any Applicable Local Codes

X

U/L LABELS REQUIRED

(1)

20amp

120V DEDICATED CIR.

C

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US LISTED

DRAWING NUMBER#

1803-086r1

PAGE NUMBER#

Packet Pg. 207







TO: Planning Commission
FROM: JAC ZADER, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT
DATE: July 23, 2018
SUBJECT: David Hoff. The applicant is seeking rezoning recommendation from R-3/OA and R-6/PUD and R-3 (Suburban Residential Attached District) to R-6/PUD (Plex Residential District), preliminary plat, certified survey map and development agreement approval to allow for a 28-unit (14 building) plex development located at 12431 N. Green Bay Road, the parcel immediately to the west, 12424 N. Green Bay Road and 5555 W. Highland Drive (the Woods at Highland Park).

Applicant:	David Hoff
Status of Applicant:	Offer to Purchase
Requested:	Rezoning Recommendation Land Use Plan Amendment Preliminary Condo Plat Certified Survey Map Development Agreement
Existing Use:	Vacant
Existing Zoning:	R-6 (Plex Residential) PUD (Planned Unit Development) R-3/OA (Suburban Residential)
Proposed Zoning:	R-6 (Suburban Residential Attached) PUD (Planned Unit Development Overlay)
Existing Land Use Plan:	Residential 1-1.5 acre Institutional
Land Use Plan:	Residential Plex
Lot size:	13 acres
Location:	12431 N Green Bay Road and parcel to the west. A one acre portion of 12424 N Green Bay Road and a 1.6 acre portion of 5555 W Highland Drive.
Tax Key:	#14-014-07-005.00 7 #14-015-04-003.00 & #14-014-07-007.00 #14-014-02-000.00
District:	#3

Background:

The applicant is requesting a rezoning recommendation, preliminary condo plat, and certified survey map approval for a 28-unit (14 building) plex development on 13 acres of land located at

12431 N Green Bay Road and land to the west as well as a portion of 12424 N Green Bay Road and 5555 W Highland Drive. The Common Council approved the development in September of 2017 which consisted of 32 units on 10 acres of land. In order to achieve compliance with the City of Mequon storm water requirements, the applicant has reduced the number of units to 28 and has acquired additional land on the east side of Green Bay Road. Part of the land area being acquired is from the MATC campus and part from an existing vacant lot on the corner of Green Bay Road and Cairdel Lane.

PUD Rezoning:

The site is appropriate for residential plex development in that it along two primary arterial roads and would serve as a transition between the high density multi-family residential development to the south and lower density residential uses to the north. This approach of using plex developments in transitional areas has been proven successful by similar developments such as Essex Place, Winding Hollow, and Hidden Creek. There is an existing single family home to the west which is in close proximity to the proposed development. Staff believes additional screening or increased building setbacks are warranted adjacent to this parcel to help mitigate the impact of the proposed development.

With the reduction in units and the additional land added to the project, the density has been reduced from 2.9 units per acre to 2.1 units per acre. This complies with the R-6 district standard which limits density at 4 units / acre. The proposed density is also compatible with other residential plex developments in Mequon including Aster Woods (1.9 units / acre), Willowbrook Estates (2.9) and Eastbrook Estates (3.0).

Concept Site Plan:

The proposed concept plan is similar to what was approved by the Common Council in September of 2017. The current design shows only one road (private) connection to Green Bay Road. The previous concept plan showed a second connection to Cedarburg Road. Based on objections of the adjacent neighbor and the need for additional storm water facilities the connection to Cedarburg Road is removed. The current PUD request also includes a number of waivers to the code requirements. The following chart is a breakdown of the proposed waivers compared to the previous approval and the code requirement:

District Regulations:	R-6	Previous Plan	Current Plan
Cedarburg Road Setback:	100 feet	52 feet	155 feet
Green Bay Road Setback:	70 feet	50 feet	33 feet
Side Yard Offset (North):	25 feet	30 feet	25 feet
Side Yard Offset (South):	25 feet	12.5 feet	20 feet
Side Yard Offset (West):	25 feet	25 feet	30 feet

The setback from Green Bay Road is shown at approximately 33 feet for the closest building (Building Two). This section of Green Bay Road is classified as a local arterial which requires a 70 foot setback. Buildings to the south and east of the proposed development have setbacks that range from 25 to 60 feet. The offset to the south is shown at 20 feet for Building 8 which is less than the 25 foot requirement in the R-6. The encroachment into the offset area is limited to a corner of one building south of the existing single family home. All structures maintain at least 30 feet between buildings in accordance with the Fire Department's requirements.

The concept plan does not show that at least 50% of the garages are side-loading which has been a typical requirement of the Planning Commission in the past. The plan shows 9 of the 28 units have side loading garages. There are 3 units that have side loading garages when looking at it from the front façade but are on a located on a corner with the garage facing the interior cul de

sac. As with the previous approval, staff will require as a condition of approval that the building design incorporate a more decorative garage door that includes windows and other architectural elements.

The anticipated minimum dwelling size will be approximately 2,200 – 2,500 square which results in a total building size of approximately 4,400-5,000 square feet. The applicant has submitted elevations and floor plans of some of their other recent developments.

With the added land from the two parcels to the east and the reduction in the overall number of units, the percentage of impervious surfaces dropped from 36% under the last plan to 32%. The plan falls short of the requirement that limits total impervious surface to 30% of the parcel area. The applicant states that a waiver is necessary in this case since all of the units are a single story and over 2,000 square feet in area. The applicant could achieve compliance with the standard by reducing the unit sizes and/or utilizing a two story design. However, the applicant believes that the market demand is stronger for larger single story units. Based on development trends over the last several years, staff concurs that there is strong demand for single story units in developments of this type.

As with past plex developments, the applicant will be required to submit three different conceptual building designs as part of the Building/Site Plan submittal. Staff will require that no one building design be used in more than half of the buildings in the development. Specific building approval will be at the discretion of the Architectural Review Board.

Preliminary

Condominium

Plat:

The preliminary condo plat shows the development being phased in two parts. The first phase will include nine buildings and a total of 18 units. The second phase shown as expansion lands will include the remaining five buildings and ten units. The plat shows a common area of seven acres and limited common elements that include driveways, sidewalks and patios.

Development Agreement:

Please see attached draft development agreement for Phase I authored by Planning and Engineering staff to address the necessary improvements for the development. The development agreement provides the opportunity to construct two (2) model dwellings prior to final plat approval with the understanding that the unit can't be sold or title transferred until the associated plat is recorded.

Certified Survey Map:

The Certified Survey Map shows the reconfiguration of three parcels. Lot 1 includes the parcel owned by the City of Mequon and the adjacent piece for a total of 10.3 acres. This parcel will contain all the buildings that are part of the development. Lot 2 contains a portion of the MATC campus and a portion of a parcel on Cairdel Lane that are being purchased to provide additional land for storm water management. Lot 3 is the remaining portion of the lot on Cairdel Lane that is not part of the development and is zoned as R-3 (Single Family 1 Acre). The CSM dedicates right of way along Cedarburg Road and Green Bay Road.

Site Conditions:

City Forester, Mike Gies, walked the site and identified a number of specimen trees on the site. All of the specimen trees are within the setback or offset area and would not be impacted by the proposed development. The applicant has stated that the specimen trees will be GPS located and identified on all future plans to ensure that the trees will be protected with a tree preservation easement during the development process.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comments:

The conceptual plan details fourteen (14) buildings on 10 acres of land located at 12431 N Green Bay Road and land to the west. The development includes an entrance on Green Bay Road. The entrance does not meet the Mequon Ordinance as shown and requires an island in the entry drive. The concept plan provided does not include an accurate depiction of the existing utilities. This is a requirement of preliminary plat approval.

The site is located within the City's sewer service area and connection to the public utility is required. The sanitary sewer will be connected to the Village of Thiensville sanitary sewer and will be subject to the Village of Thiensville review and requirements.

There are potential wetlands on the site. Wetland delineations must be performed. Wetland boundaries and applicable setbacks shall be shown on the CSM. Any filling or disturbance of the wetlands is subject to WDNR approval.

The site proposes an increase in impervious surface in excess of one half acre and site disturbance of greater than an acre therefore requires a stormwater management plan (SWMP). The proposed site will be required to provide additional stormwater management to meet the current City of Mequon, Village of Thiensville, WDNR and MMSD criteria.

The site proposes land disturbance in excess of one acre, therefore a City erosion control permit is required. Evidence of the WDNR required WRAPP permit shall also be provided for the site.

Staff Recommendation:

Staff recommends approval of the rezoning recommendation, concept plan, certified survey map, development agreement, and preliminary condo plat subject to the following condition(s):

1. Common Council approval of the rezoning.
2. Common Council acceptance of the right of way.
3. Common Council approval the development agreement.
4. There shall be no less than 30 feet separation between buildings.
5. All plex condominium buildings shall maintain a minimum building setback of 20' from the interior road
6. The applicant shall submit three different conceptual building designs as part of the Building/Site Plan submittal. No one building design shall be used in more than half of the buildings in the development.
7. A substantial landscape buffer shall be required along the west property line adjacent to the single family parcel.
8. The entire property is subject to the City of Mequon Tree Preservation Ordinance and preservation easement shall be established, if necessary.
9. Architectural design of residential buildings shall comply with the attached Exhibits and the Architectural Board's publication entitled "Guidelines for Residential Structures".
10. Any substantial change to the general concept plans illustrated in the attached exhibits shall require the review and approval of the Planning Commission.
11. Street trees are subject to the approval of the Tree Board and Planning Commission.
12. Street lighting, if proposed, is subject to the approval of the Planning Commission.
13. Entryway signage and landscaping is subject to the approval of the Planning Commission.
14. Execution of a Developers Agreement.
15. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2000 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 27).
16. Final staff review and approval of CSM.
17. The final road design shall be subject to the review and approval of Engineering and the Fire Departments.
18. Engineering Department review and approval of grading, drainage, sanitary sewer, water

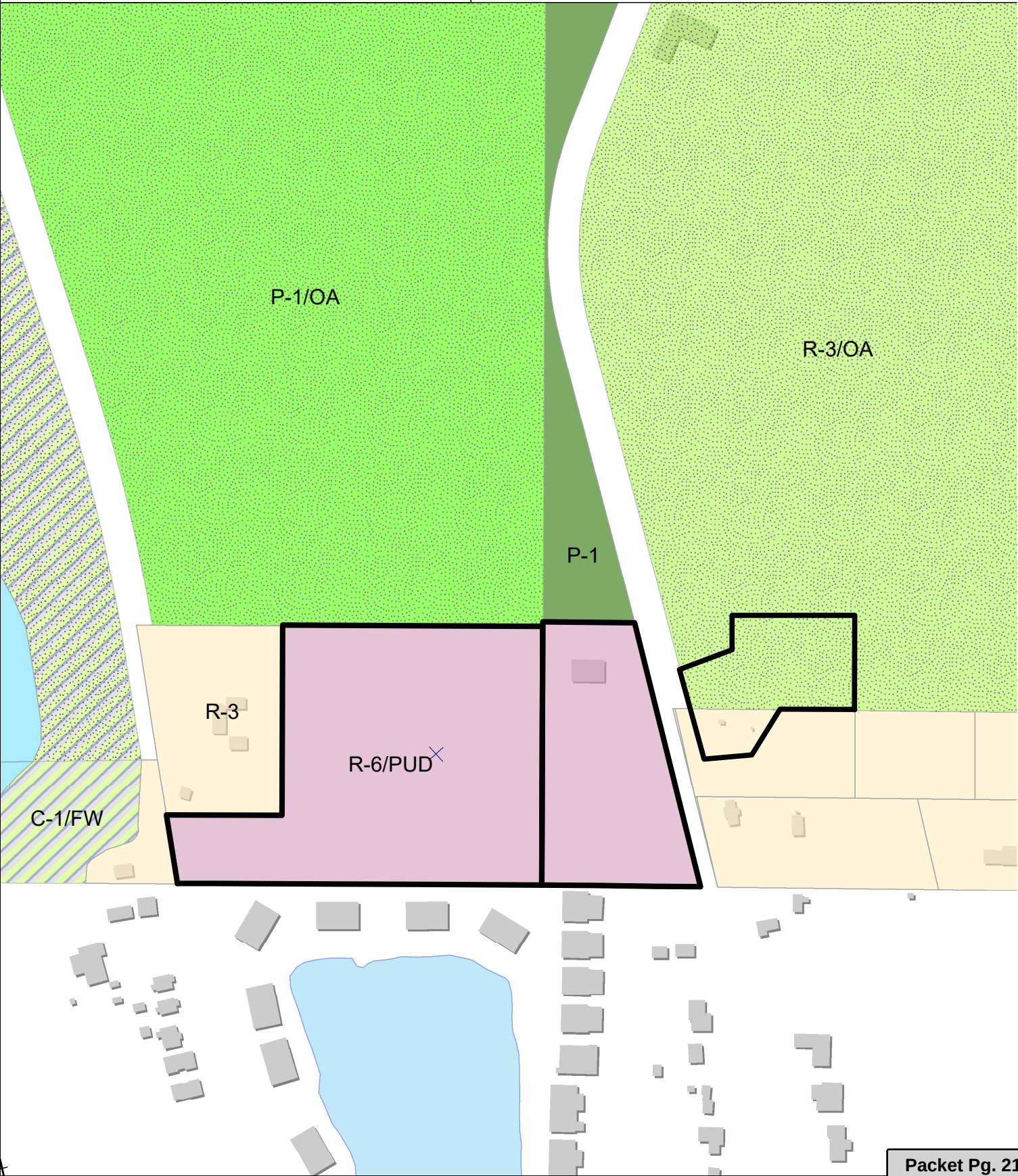
main, storm water management, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.

19. Connection to public water and sanitary sewer.
20. Review and approval of the sanitary sewer by the Village of Theinsville.
21. Approval of a storm water management plan for the site in conformance to City ordinances, Village of Thiensville requirements, and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
22. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
23. Wetland delineations must be performed. Applicant shall provide the wetland delineation report. Wetland boundaries and applicable setbacks shall be shown on the CSM and/or plat, as applicable. Any proposed impact to the wetlands requires WDNR approval.
24. Applicant shall provide wetland fill approval from the WDNR.
25. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).

Attachments:
Packet (PDF)

David Hoff

AC	Arrival Corridor	LTD	Limited Use	4.g.a
A-1	Agricultural Preserve	OA	Agricultural Overlay	
A-2	General Agricultural	PUD	Planned Unit Development Overlay	
B-1	Neighborhood Business	P-1	Park & Recreation	
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)	
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)	
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)	
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)	
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)	
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)	
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)	
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)	
CGO	Central Growth Overlay	RM	Multi-Family Residential	
FFO	Flood Fringe Overlay	TC	Town Center	
FW	Floodway	TDR	Transfer of Development Rights	
IPS	Institutional & Public Service			



July 1, 2018

Mr. Jac Zader
Assistant Director of Community Development
City of Mequon

**RE: Woods at Highland Park
Site Design Narrative**

Dear Jac:

Per your request, I am summarizing the changes in the Woods at Highland Park site design between our previously approved PUD plan and the current submittal.

The approved PUD plan showed 16 side by side condominium building (32 units) on approximately 11 acres of land with one on-site storm water detention basin. The roads, sanitary and storm water system were all private while the water system will be public. The units are between 2,200 and 2,500 square feet, 2 bedroom plus den, full basement and two-car attached garages.

The proposed site plan reduced the number of units down to 14 side by side condominium buildings (28 units) on approximately 11 acres of land with three on-site storm water basins, and one off-site storm water basin east of Green Bay Road. The buildings in the far Northeast corner and far Southwest corner of the original design have been removed to make room for the additional on-site storm basins.

The roads in the development, along with the sanitary and storm water system all remain private. The water supply system remains public. The units are between 2,200 and 2,500 square feet, 2 bedroom plus den, full basement and two-car attached garages.

The only other change that has been made is to grant additional "ultimate" right of way to the City of Mequon along Green Bay and Cedarburg roads as requested by the City Engineer.

Please contact me with any other questions you may have about this development.

Thank you.

THE HOFF GROUP

David J. Hoff AIA
President

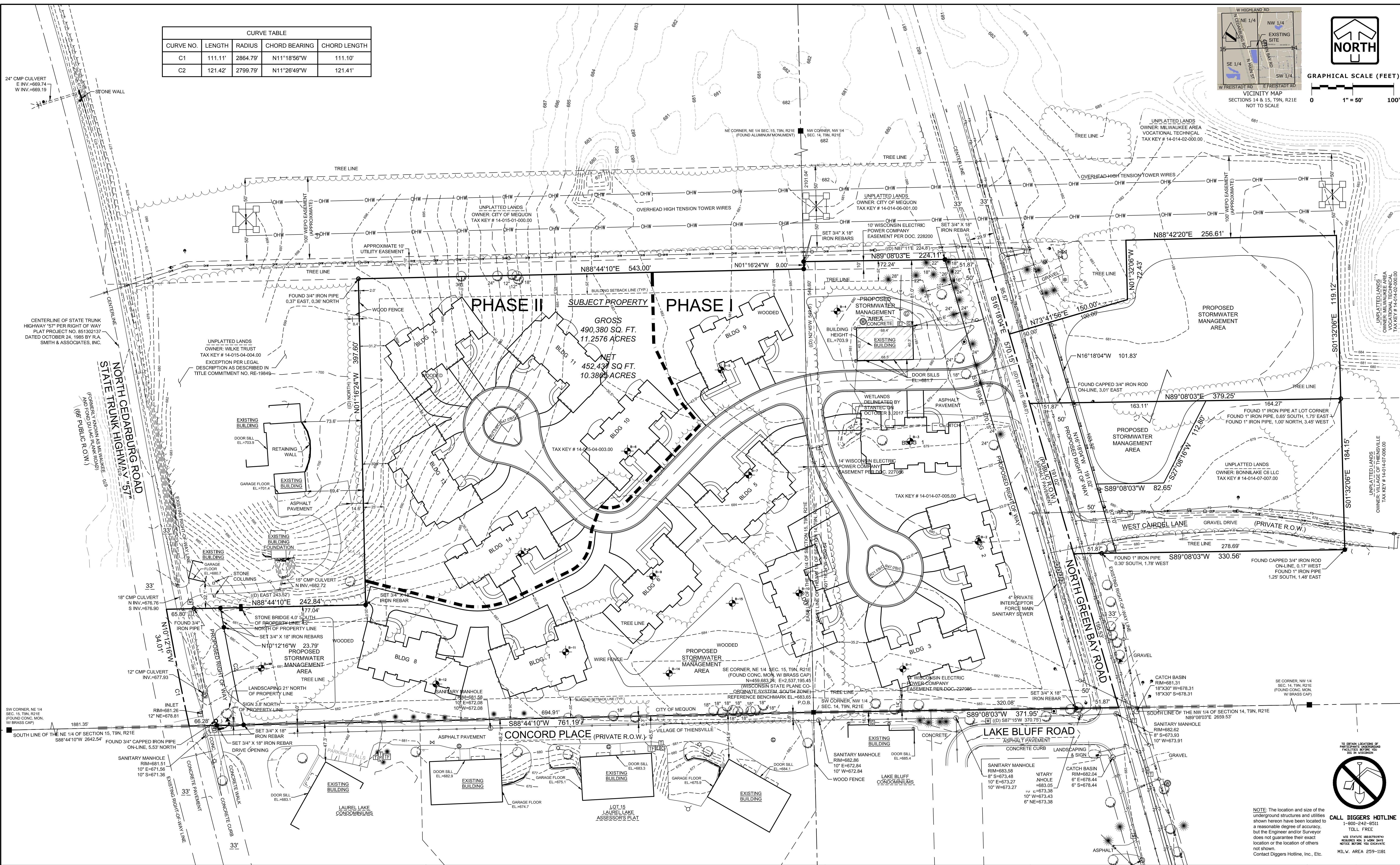
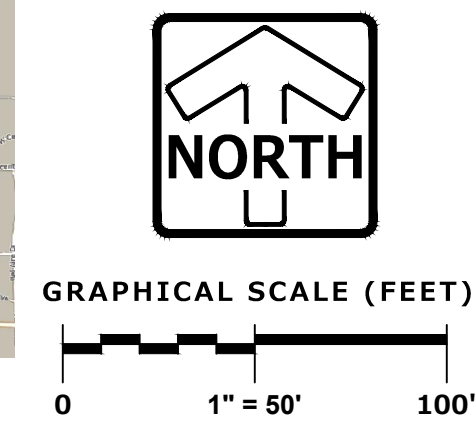
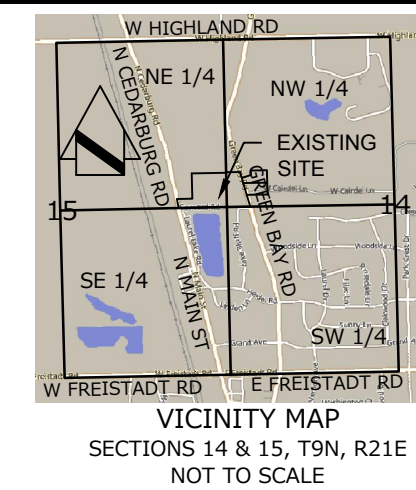
6938 N. Santa Monica Blvd
Phone: 414-228-3613

davidh@northtrack.org

Fox Point, WI 53217
Fax 414-228-3600

Attachment: Packet (3391 : David Hoff)

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	111.11'	2864.79'	N11°18'56"W	111.10'
C2	121.42'	2799.79'	N11°26'49"W	121.41'



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
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BROOKFIELD, WI 53005
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

THE WOODS AT HIGHLAND PARK

CITY OF MEQUON, OZAUKEE COUNTY

PROPOSED SITE PLAN

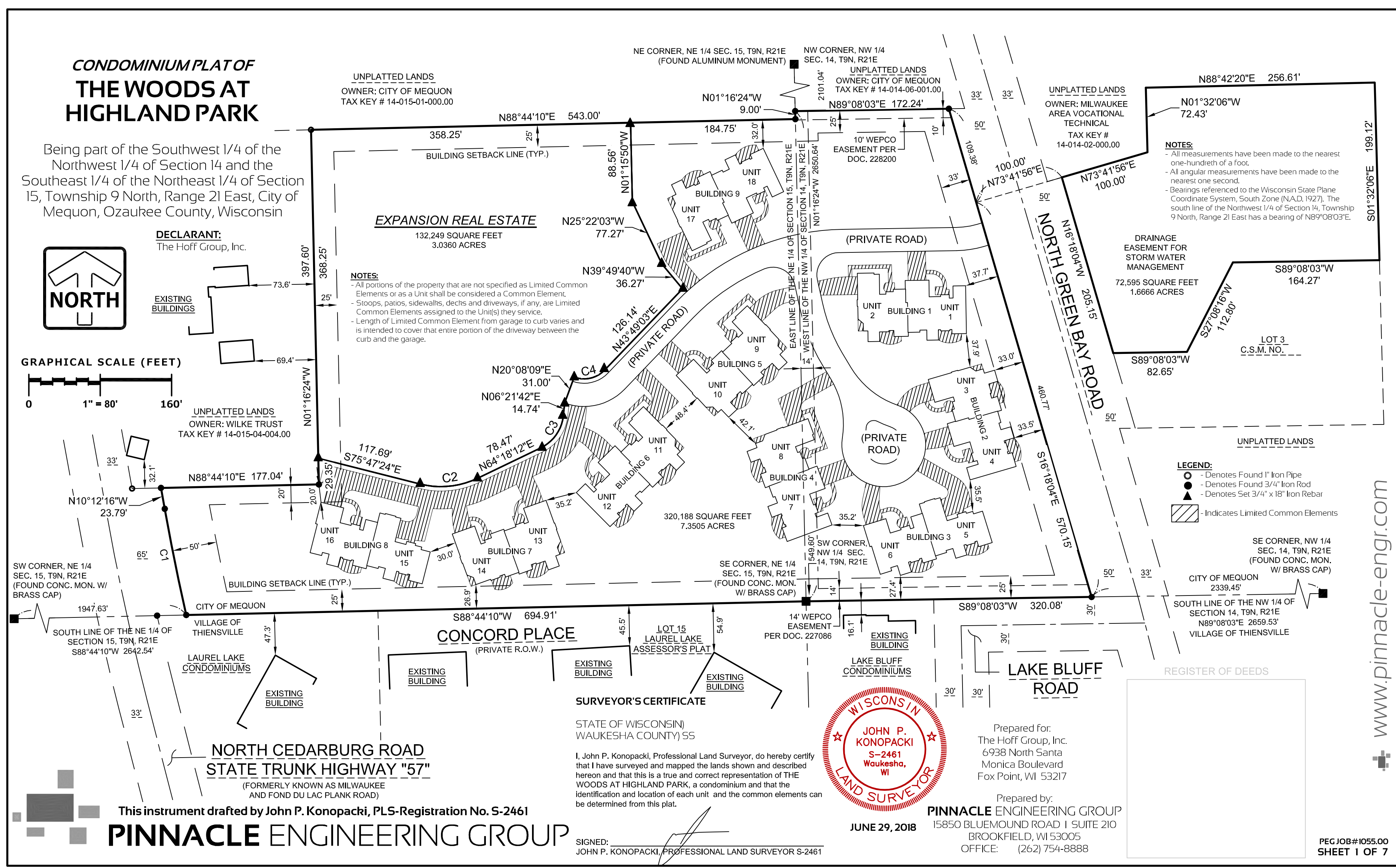
REVISIONS

CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

TO BE LOCATED BY
PARTICIPANTS INTERESTED
IN THE PROJECT
NOTICE BEFORE YOU DIG
MIL. V. AREA 259-1181

REG JOB NO. 1055.00-WI
AS2
START DATE 06/29/18
SCALE 1" = 50'

SHEET
C-1
C-1



Attachment: Packet (3391 : David Hoff)

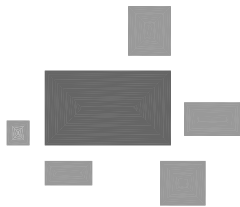
CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4
of Section 14 and the Southeast 1/4 of the Northeast
1/4 of Section 15, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin

NOTES:
- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and
driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.

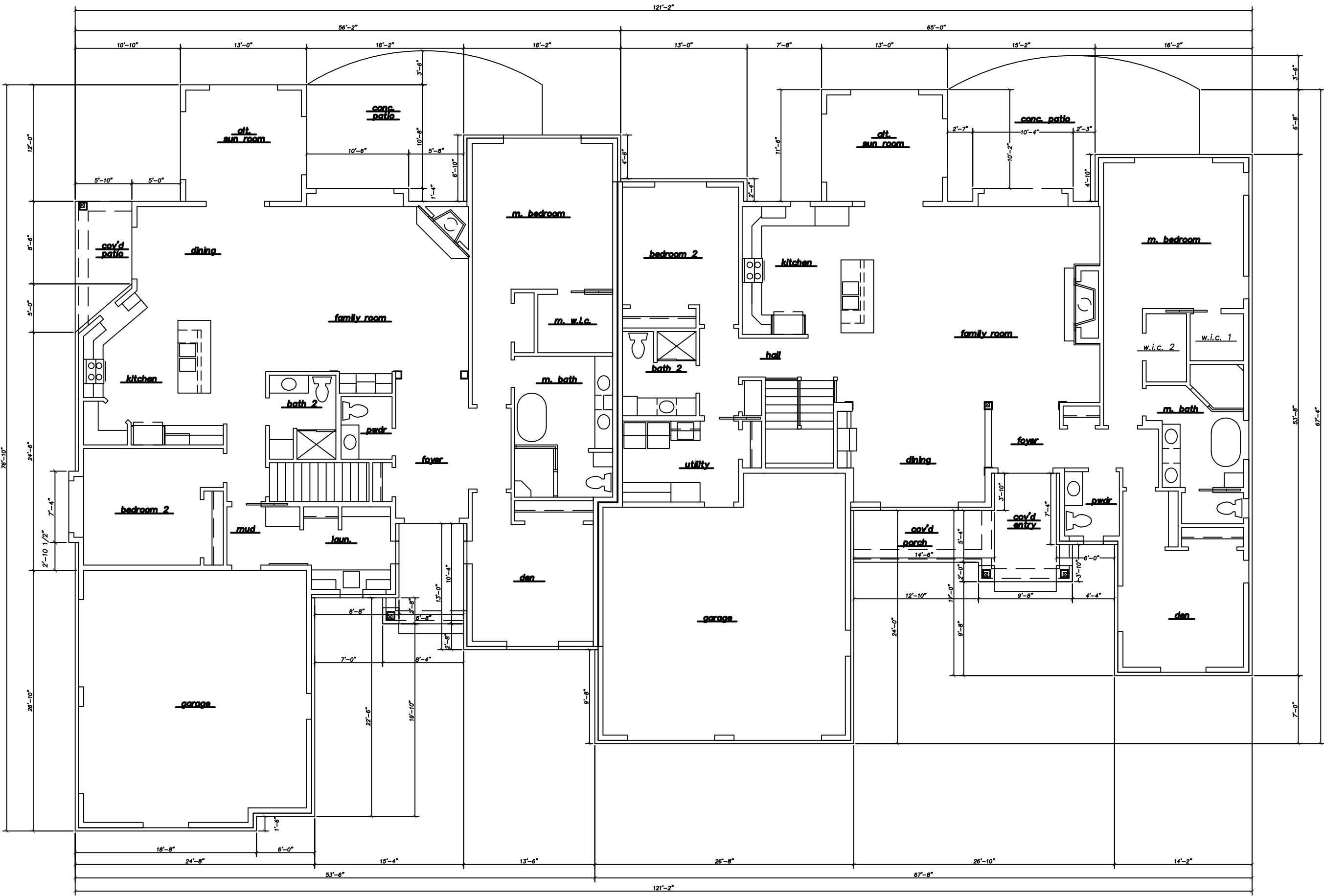


JUNE 29, 2018



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP



3,160 SQ. FT.
UNIT 2, UNIT 8, UNIT 11 & UNIT 17

"PRINCETON"
SIDE ENTRY
FIRST FLOOR PLAN
NOT TO SCALE

3,384 SQ. FT.
UNIT 1, UNIT 7, UNIT 12 & UNIT 18

PEC JOB#1055.00
SHEET 2 OF 7

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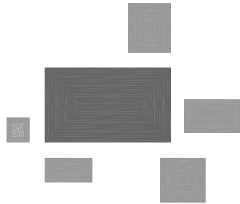
CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4
of Section 14 and the Southeast 1/4 of the Northeast
1/4 of Section 15, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin

NOTES:
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- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and
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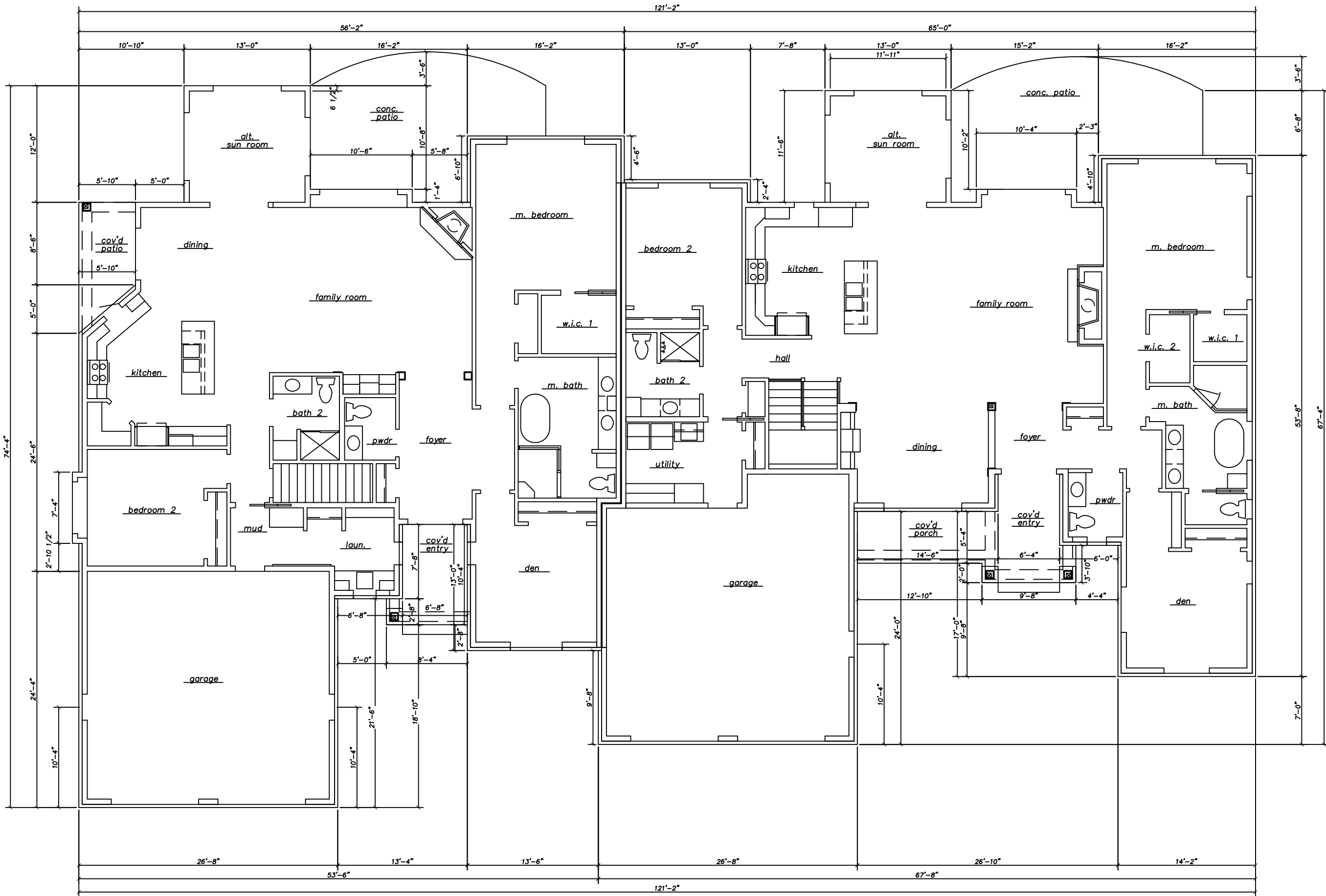


JUNE 29, 2018



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP



3,150 SQ. FT.
UNIT 3

"PRINCETON"
FRONT ENTRY
FIRST FLOOR PLAN
NOT TO SCALE

3,384 SQ. FT.
UNIT 4

PEC JOB#1055.00
SHEET 3 OF 7

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CONDOMINIUM PLAT OF THE WOODS AT HIGHLAND PARK

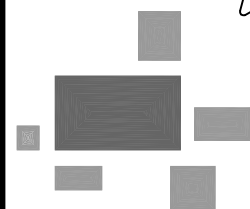
Being part of the Southwest 1/4 of the
Northwest 1/4 of Section 14 and the
Southeast 1/4 of the Northeast 1/4 of
Section 15, Township 9 North, Range
21 East, City of Mequon, Ozaukee
County, Wisconsin

NOTES:

- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.

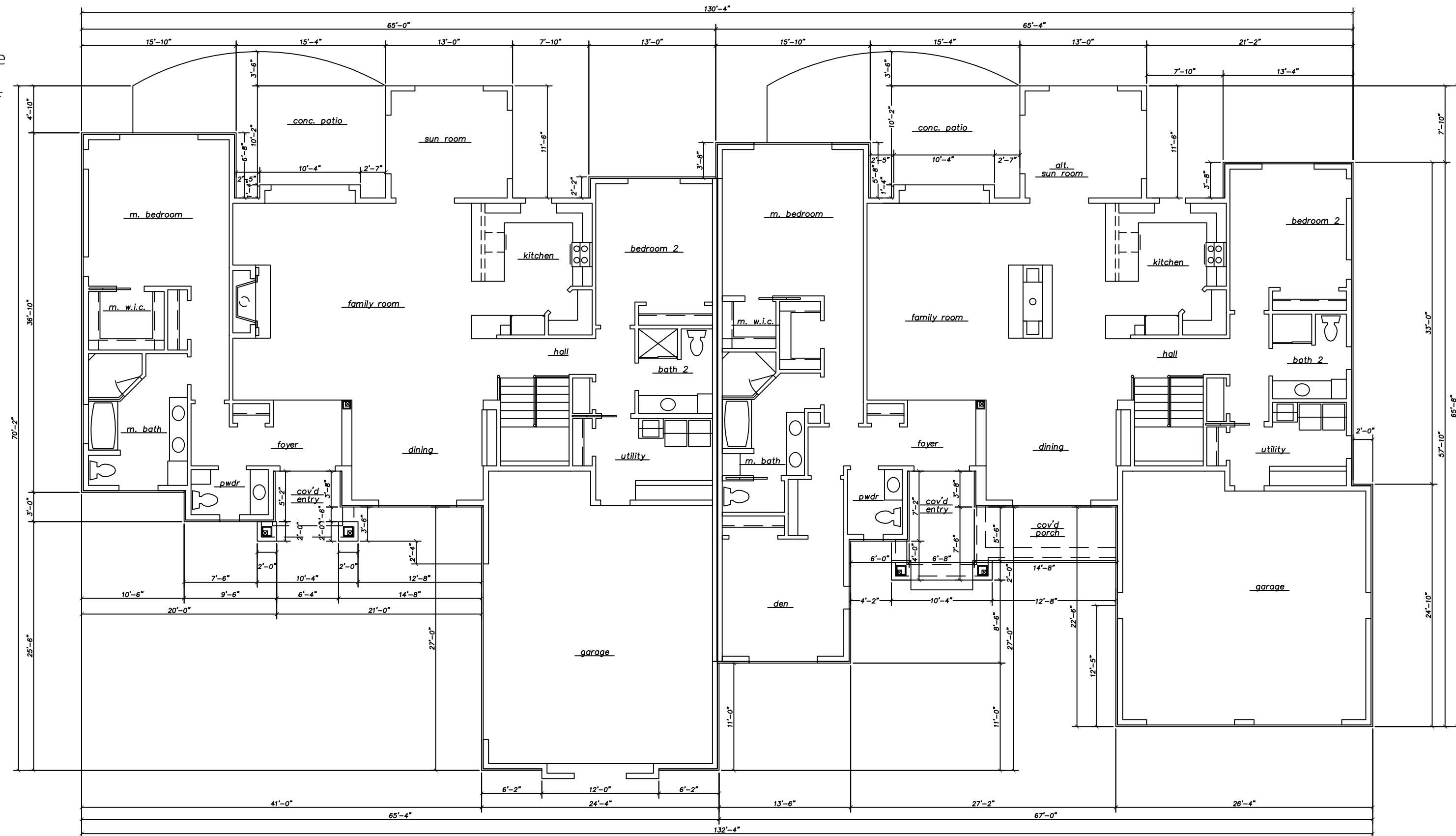


JUNE 29, 2018



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP



3,057 SQ. FT.
UNIT 5 & UNIT 15

"STANFORD"
FIRST FLOOR PLAN
NOT TO SCALE

3,343 SQ. FT.
UNIT 6 & UNIT 16

PEC JOB#1055.00
SHEET 4 OF 7

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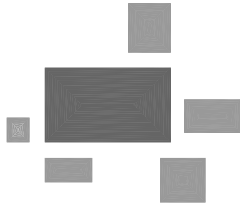
CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4
of Section 14 and the Southeast 1/4 of the Northeast
1/4 of Section 15, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin

NOTES:
- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and
driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.

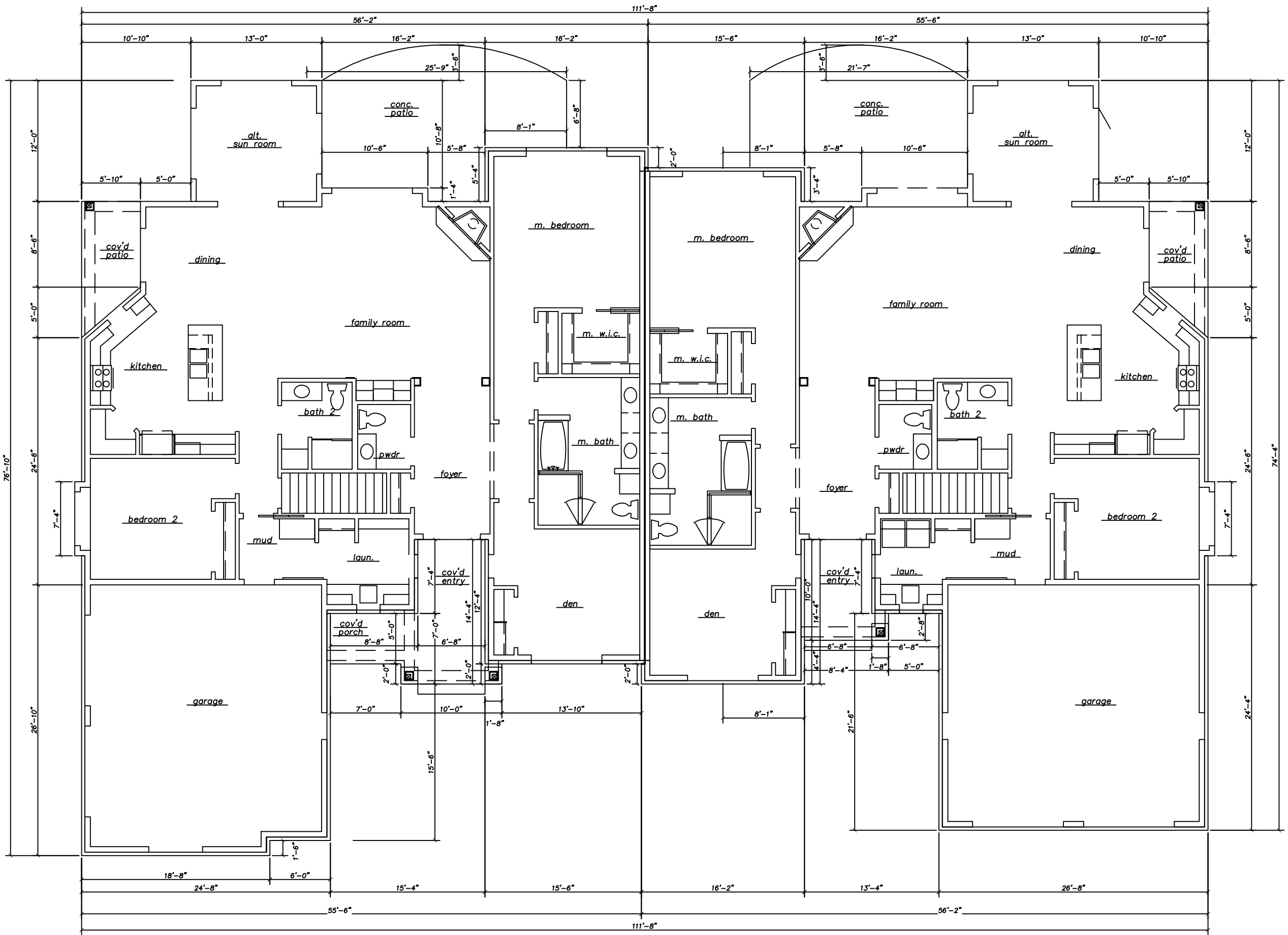


JUNE 29, 2018



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP



3,235 SQ. FT.
UNIT 9

"NOTRE DAME"
SIDE ENTRY
FIRST FLOOR PLAN
NOT TO SCALE

3,150 SQ. FT.
UNIT 10

PEC JOB#1055.00
SHEET 5 OF 7

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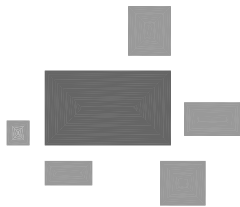
CONDOMINIUM PLAT OF
THE WOODS AT
HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4
of Section 14 and the Southeast 1/4 of the Northeast
1/4 of Section 15, Township 9 North, Range 21 East,
City of Mequon, Ozaukee County, Wisconsin

NOTES:
- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and
driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.

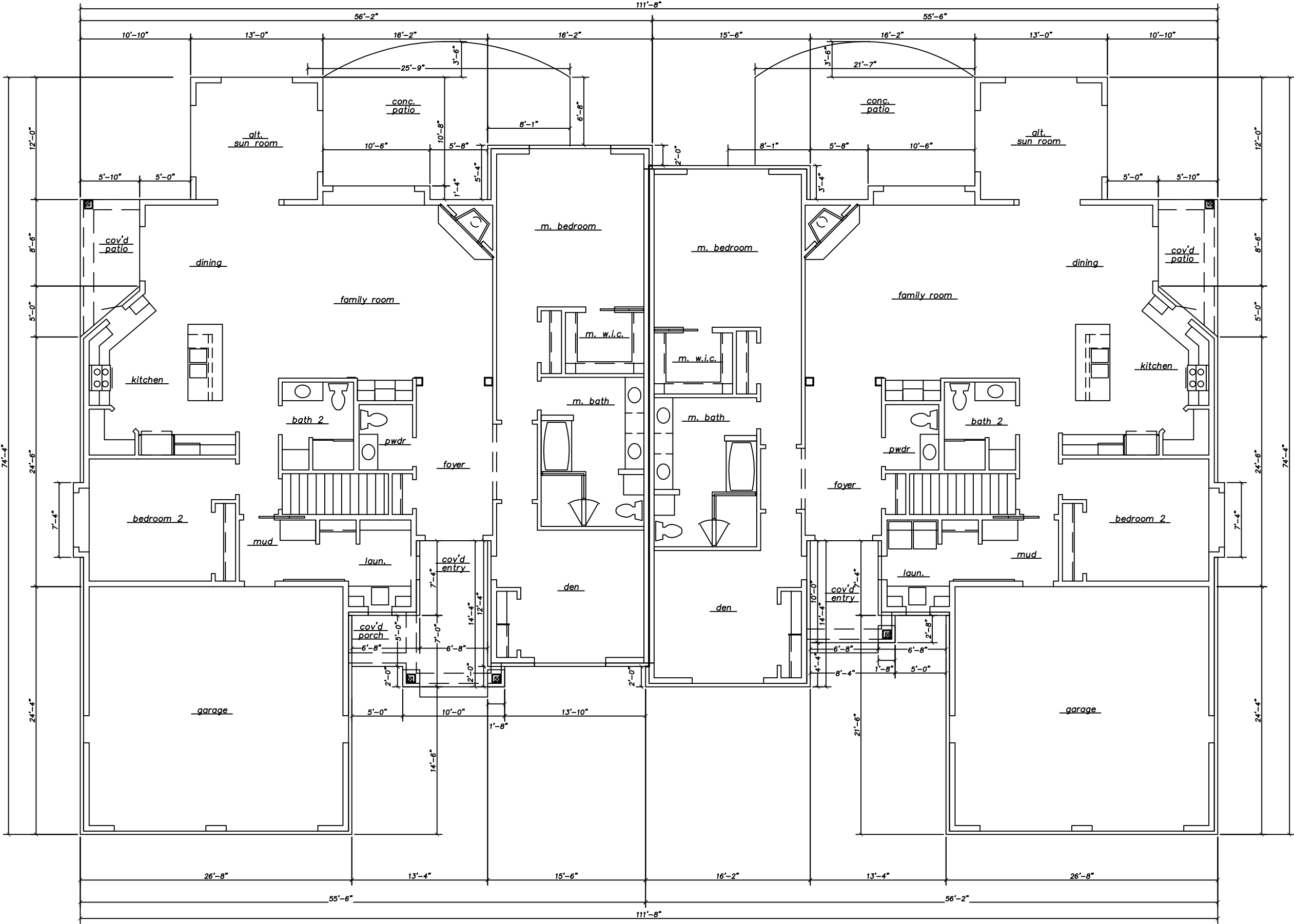


JUNE 29, 2018



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP



3,215 SQ. FT.
UNIT 13

"NOTRE DAME"
FRONT ENTRY
FIRST FLOOR PLAN
NOT TO SCALE

2,995 SQ. FT.
UNIT 14

PEC JOB#1055.00
SHEET 6 OF 7

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CONDOMINIUM PLAT OF
THE WOODS AT HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

LEGAL DESCRIPTION:

Part of Lot 1 and all of Lot 2 of Certified Survey Map No. _____, as recorded in the Register of Deeds office for Ozaukee County as Document No. _____, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of the Northeast 1/4 of said Section 15; Thence South 88°44'10" West along the south line of said Northeast 1/4, 694.91 feet to the east right of way line of North Cedarburg Road - State Trunk Highway "57" and a point on a curve; Thence northerly 121.42 feet along the arc of said curve to the right and said east right of way line, whose radius is 2799.79 feet and whose chord bears North 11°26'49" West, 121.41 feet; Thence North 10°12'16" West along said east right of way line, 23.79 feet; Thence North 88°44'10" East, 177.04 feet; Thence North 01°16'24" W, 29.35 feet; Thence South 75°47'24" East, 117.69 feet to a point of curvature; Thence easterly 66.17 feet along the arc of said curve to the left, whose radius is 95.00 feet and whose chord bears North 84°15'24" East, 64.84 feet; Thence North 64°18'12" East, 83.20 feet to a point of curvature; Thence northeasterly 45.51 feet along the arc of said curve to the left, whose radius is 45.00 feet and whose chord bears North 35°19'57" East, 43.59 feet; Thence North 06°21'42" East, 14.74 feet; Thence North 20°08'09" East, 31.00 feet to a point on a curve; Thence northeasterly 37.04 feet along the arc of said curve to the left, whose radius is 32.00 feet and whose chord bears North 76°58'36" East, 35.01 feet; Thence North 43°49'03" East, 126.14 feet; Thence North 39°49'40" West, 36.27 feet; Thence North 25°22'03" West, 77.27 feet; Thence North 01°15'50" West, 88.56 feet; Thence North 88°44'10" East, 184.75 feet to the east line of the Northeast 1/4 of said Section 15; Thence North 01°16'24" West along said east line, 9.00 feet; Thence North 89°08'03" East, 172.24 feet to the west right of way line of North Green Bay Road; Thence South 16°18'04" East along said west right of way line, 109.38 feet; Thence North 73°41'56" East, 100.00 feet to the east right of way line of North Green Bay Road and the northwest corner of Lot 2 of Certified Survey Map No. _____, Thence North 73°41'56" East along the north line of said Lot 2, 100.00 feet; Thence North 01°32'06" West along said north line, 72.43 feet; Thence North 88°42'20" East along said north line, 258.61 feet to the east line of said Lot 2; Thence South 01°32'06" East along said east line, 199.12 feet to the south line of said Lot 2; Thence South 89°08'03" West along said south line, 164.27 feet; Thence South 27°08'16" West along said south line, 112.80 feet; Thence South 89°08'03" West along said south line, 82.65 feet to the aforesaid east right of way line of North Green Bay Road; Thence North 16°18'04" West along said east right of way line, 205.15 feet to the aforesaid northwest corner of Lot 2; Thence South 73°41'56" West, 100.00 feet to the west right of way line of the aforesaid North Green Bay Road; Thence South 16°18'04" East along said west right of way line, 460.77 feet to the south line of the Northwest 1/4 of said Section 14; Thence South 89°08'03" West along said south line, 337.72 feet to the Point of Beginning.

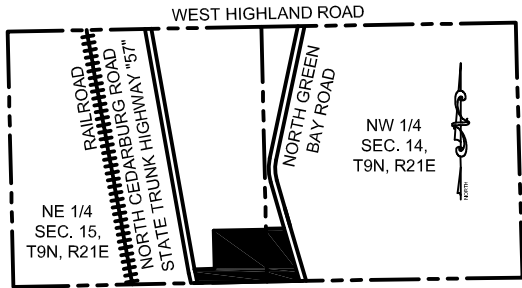
Said land containing 392,783 Square Feet (9.0171 Acres) of land, more or less.

EXPANSION REAL ESTATE:

That part of Lot 1 of Certified Survey Map No. _____, as recorded in the Register of Deeds office for Ozaukee County as Document No. _____, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 15; Thence South 88°44'10" West along the south line of said Northeast 1/4, 694.91 feet to the east right of way line of North Cedarburg Road - State Trunk Highway "57" and a point on a curve; Thence northerly 121.42 feet along the arc of said curve to the right and said east right of way line, whose radius is 2799.79 feet and whose chord bears North 11°26'49" West, 121.41 feet; Thence North 10°12'16" West along said east right of way line, 23.79 feet; Thence North 88°44'10" East, 177.04 feet; Thence North 01°16'24" W, 29.35 feet to the Point of Beginning; Thence South 75°47'24" East, 117.69 feet to a point of curvature; Thence easterly 66.17 feet along the arc of said curve to the left, whose radius is 95.00 feet and whose chord bears North 84°15'24" East, 64.84 feet; Thence North 64°18'12" East, 78.47 feet to a point of curvature; Thence northeasterly 45.51 feet along the arc of said curve to the left, whose radius is 45.00 feet and whose chord bears North 35°19'57" East, 43.59 feet; Thence North 06°21'42" East, 14.74 feet; Thence North 20°08'09" East, 31.00 feet to a point on a curve; Thence northeasterly 37.04 feet along the arc of said curve to the left, whose radius is 32.00 feet and whose chord bears North 76°58'36" East, 35.01 feet; Thence North 43°49'03" East, 126.14 feet; Thence North 39°49'40" West, 36.27 feet; Thence North 25°22'03" West, 77.27 feet; Thence North 01°15'50" West, 88.56 feet; Thence South 88°44'10" West, 358.25 feet; Thence South 01°16'24" East, 368.25 feet to the Point of Beginning.

Said land containing 132,249 Square Feet (3.0360 Acres) of land, more or less.



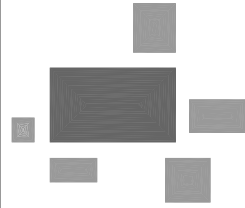
VICINITY SKETCH
SCALE 1"=2000'

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	121.42'	2799.79'	002°29'05"	N11°26'49"W	121.41'
C2	66.17'	95.00'	039°54'24"	N84°15'24"E	64.84'
C3	45.51'	45.00'	057°56'30"	N35°19'57"E	43.59'
C4	37.04'	32.00'	066°19'07"	N76°58'36"E	35.01'



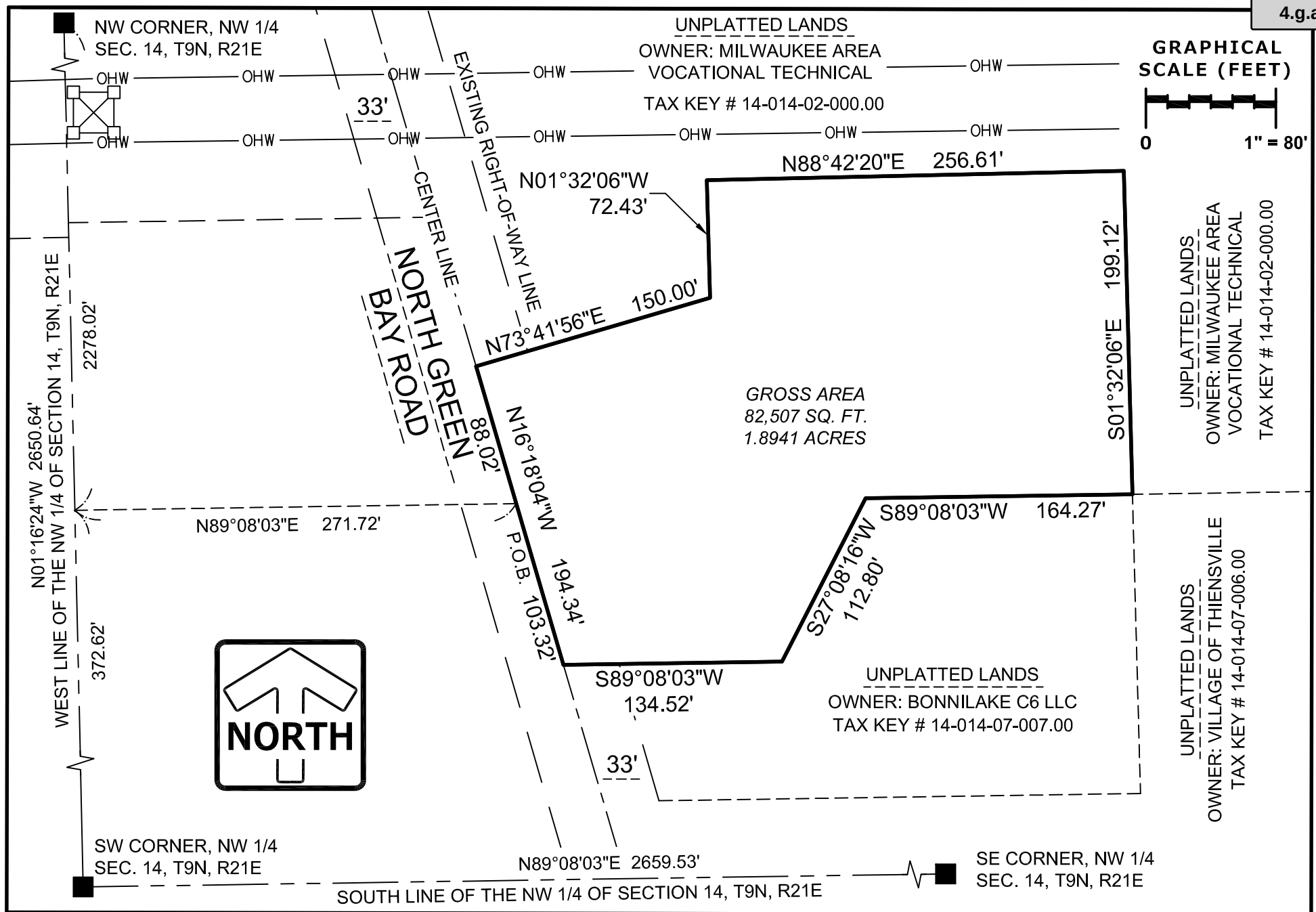
JUNE 29, 2018

[Signature]



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

PEC JOB#1055.00
SHEET 7 OF 7



Attachment: Packet (3391 : David Hoff)

**EXHIBIT****PINNACLE ENGINEERING GROUP**

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

SHEET 1 OF 2 06/29/18**PLAN | DESIGN | DELIVER**

WWW.PINNACLE-ENGR.COM

PEG JO

Packet Pg. 225

LEGAL DESCRIPTION:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 14 , Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, described as follows:

Commencing at the southwest corner of the Northwest 1/4 of said Section 14; thence North 01°16'24" West along the west line of said Northwest 1/4, 372.62 feet; thence North 89°08'03" East, parallel to the south line of said Northwest 1/4, 271.72 feet to the centerline of North Green Bay Road and the Point of Beginning;

Thence North 16°18'04" West along said centerline, 88.02 feet; thence North 73°41'56" East, 150.00 feet; thence North 01°32'06" West, 72.43 feet; thence North 88°42'20" East, 256.61 feet; thence South 01°32'06" East, 199.12 feet; thence South 89°08'03" West, 164.27 feet; thence South 27°08'16" West, 112.80 feet; thence South 89°08'03" West, 134.52 feet to the aforesaid centerline of North Green Bay Road; thence North 16°18'04" West along said centerline, 103.32 feet to the Point of Beginning.

Attachment: Packet (3391 : David Hoff)



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

SHEET 2 OF 2 06/29/18

PLAN | DESIGN | DELIVER

WWW.PINNACLE-ENGR.COM

PEG JO

Packet Pg. 226



February 9, 2018

WIC-SE-2018-46-00199

The Hoff Group
Attn: David Hoff
6938 N. Santa Monica Blvd.
Fox Point, WI 53217

RE: Artificial/Exempt Wetland Determination Request
One wetland located within a project area located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14,
Township 09 North, Range 21 East, City of Mequon, Ozaukee County

Dear Mr. Hoff:

This letter is in response to your request for an artificial/exempt wetland determination for one wetland area located within the project area as described above. The approximate extent of this area is depicted on the attached exhibit. This request was received by the Department on January 22, 2018.

According to NR 103.02(1m), Wis. Adm. Code, an artificial wetland is a landscape feature where hydrophytic vegetation may be present as a result of human modifications to the landscape or hydrology for which there is not prior wetland or stream history. Four types of artificial wetlands are exempt from state wetland water quality standards, **provided they do not provide significant functional values or uses**: 1) Sedimentation and storm water detention basins and associated conveyance features operated and maintained only for sediment detention and flood storage purposes; 2) Active sewage lagoons, cooling ponds, waste disposal pits, fish rearing ponds and landscape ponds; 3) Actively maintained farm drainage and roadside ditches; and 4) Artificial wetlands within active nonmetallic mining operations.

The Department reviewed the following materials to aid in our exemption determination:

- Historic survey information and aerial photography for the site
- Natural Resources Conservation Service (NRCS) soil mapping and Wisconsin Wetland Inventory (WWI) mapping for the site and surrounding area
- Various submitted materials providing evidence that the area in question is a constructed storm water feature
- A November 2, 2017 site visit to document and verify conditions within and around the area in question

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Below is a brief summary of our review process and findings:

Step 1 – Wetland/Waterway History

The first step in the review process is to determine if the area in question ever exhibited any wetland or waterway history.

The area in question is located within the Fox loam (FoA) NRCS soil map unit. Fox soils are non-hydric and rarely support wetland conditions if undisturbed. The WWI mapping does not indicate any wetland within or immediately adjacent to the area in question.

Examination of historic aerial photography shows that most of area in question was used for row crop production in 1937 and 1941. By 1950, the area in question appears to be a part of a graded gravel parking lot for the building to the north of the area in question. This building was a former Ozaukee County Department of Public Works facility.

The conditions described above remained relatively unchanged within and around the area in question until between 1995 and 2000, when the activity which resulted in the creation of the area in question occurred. Post disturbance, conditions within and around the area in question have not changed to the present day, excepting that the Public Works building to the north has been vacated.

The review of the historic aerial photography indicated no conclusive or consistent evidence of wet conditions within or immediately adjacent to the area in question such as dark photo tones, the presence of standing water, or obvious evidence of vegetation stressed by wetness or completely drowned out and absent. This is prior to the activity which commenced between 1995 and 2000 and eventually resulted in the current conditions within and around the area in question.

Therefore, the area in question exhibits no wetland history and is eligible for consideration for artificial/exempt status.

Step 2: Satisfaction of Landscape Features as Artificial Wetlands

The next step in the review process is to determine if the area in question qualifies as an artificial wetland by meeting the following landscape characteristic: “Sedimentation and storm water detention basins and associated conveyance features operated and maintained only for sediment detention and flood storage purposes.”

No formal plans or construction permits for the area in question were supplied by the applicant. However, the applicant did include a letter from the City of Mequon Department of Public Works/Engineering dated January 16, 2018. This letter provided some general information regarding the site history and referred to the area in question as a “drainage channel” and “constructed for drainage purposes”. The November 2017 site visit confirmed that the area in question did indeed appear to be constructed for some sort of storm water related purpose and continues to at least minimally function as intended even though the building the building the area in question was constructed to serve is now vacant.

Therefore, the area in question is an active and maintained storm water conveyance feature artificial wetland as defined under NR 103.06(4) and remains eligible for exemption from state wetland regulation.

Step 3: Significant Wetland Functional Values

The final step in the review process is to determine if the area in question provides significant functional values or uses for wildlife, both aquatic and non-aquatic, or provides significant recreational, cultural, educational or scientific uses or natural scenic beauty. The Wisconsin Rapid Assessment Methodology (WRAM) criteria are used as the basis for these determinations.

Evaluating the area in question based on the WRAM criteria, it would likely rate predominantly in the low significance classifications for both aquatic and non-aquatic wildlife and human use values and remains eligible for exemption.

Conclusion

Based on our review, the area in question as depicted on the attached exhibit is exempt from state wetland regulations.

In addition to contacting DNR, be sure to contact your local zoning office and U.S. Army Corps of Engineers to determine if any local or federal permits may be required for your project. **We strongly recommend that you request a U.S. Army Corps of Engineers jurisdictional determination for the site's wetland features since these are exemptions that do not exist in federal law.** The U.S. Army Corps of Engineers contact for Ozaukee County is April Marcangeli. Ms. Marcangeli can be reached at April.N.Marcangeli@usace.army.mil.

If you have any questions, please call me at (608) 261-6430 or email Neil.Molstad@wisconsin.gov.

Sincerely,



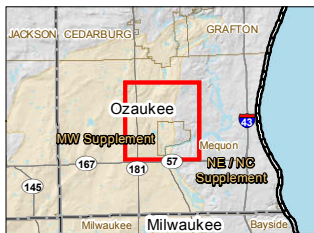
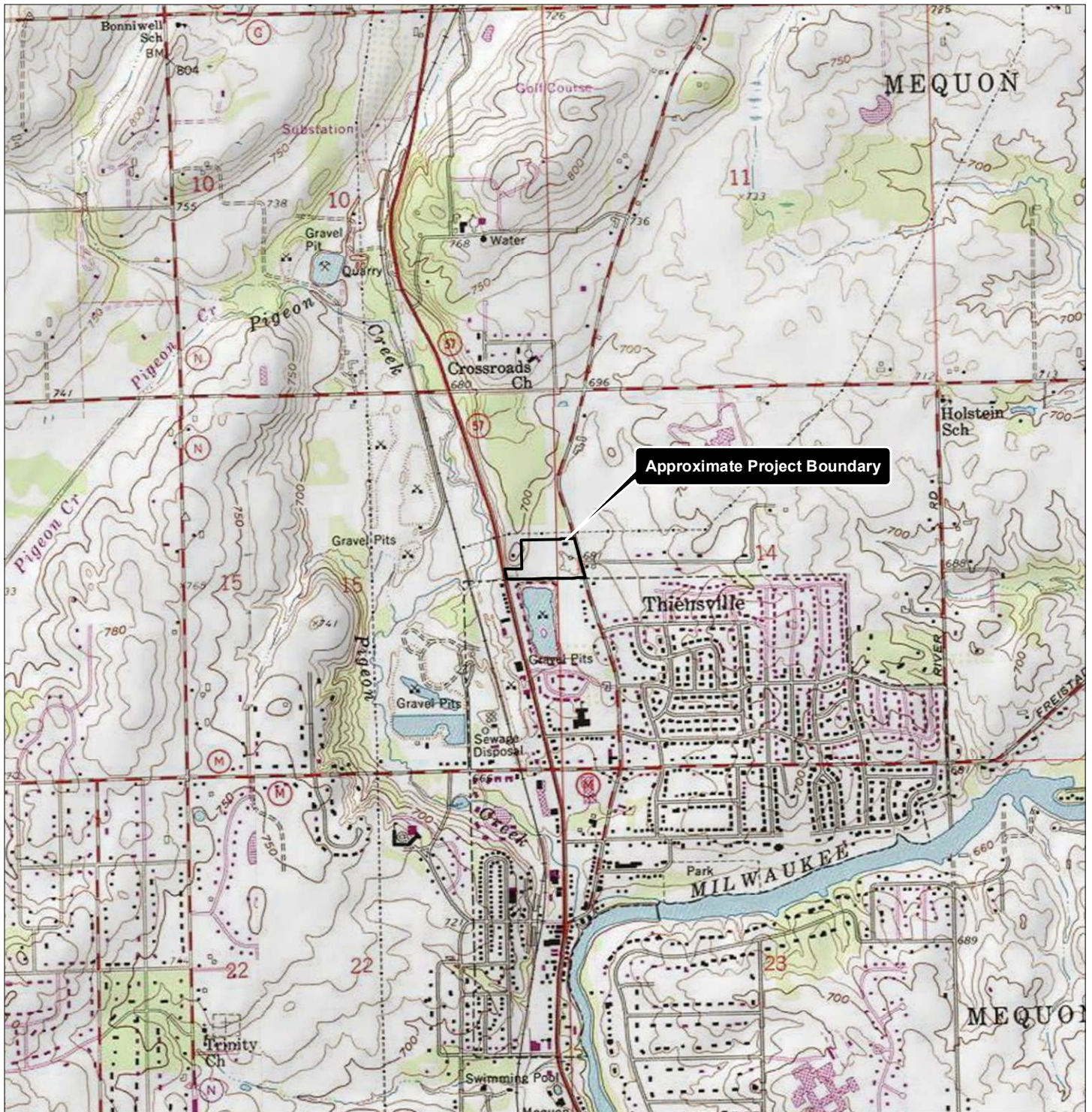
Neil Molstad
Wetland Identification Specialist

cc: April Marcangeli, U.S. Army Corps of Engineers
Joshua Wied, DNR Water Management Specialist
Brian Lennie, Stantec
Intake, DNR Stormwater SE Region
Chris Jors, SEWRPC
City of Mequon

Attachments:

General Location Map of the Project Area
Wetland Delineation Exhibit Depicting State Exempt Wetland

Attachment: Packet (3391 : David Hoff)



Legend

Approximate Project Boundary

- Notes**
1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
 2. Data Sources Include: Stantec, W&DOT, W&NR
 3. Background: USGS 7.5' Topographic Quadrangles

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Figure No.

1

Title

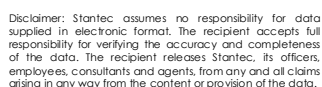
Project Location and Topography

Client/Project
The Hoff Group
Mequon Condominiums
Wetland Delineation

Project Location 193705717
109N, R21E, S14 & 15. Prepared by BT on 2017-10-03
C. of Mequon, Technical Review by MP on 2017-10-03
Ozaukee Co., WI Independent Review by BSL on 2017-10-06

0 1,000 2,000
Feet
1:24,000 (at original document size of 8.5x11)





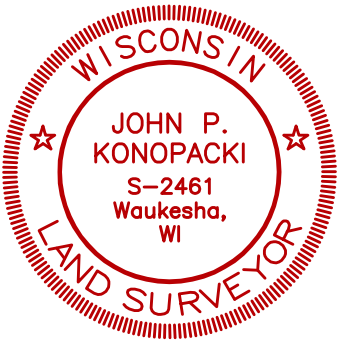
DNR 24k Hydrography

- Perennial Stream
- Intermittent Stream
- Waterbody



CERTIFIED SURVEY MAP NO. _____

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin



JUNE 29, 2018

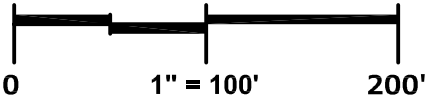
**NORTH CEDARBURG ROAD
STATE TRUNK
HIGHWAY "57"**
(FORMERLY KNOWN AS
MILWAUKEE AND FOND DU
LAC PLANK ROAD)
(66' PUBLIC R.O.W.)

UNPLATTED LANDS
OWNER: WILKE TRUST
TAX KEY # 14-015-04-004.00

UNPLATTED LANDS
OWNER: CITY OF MEQUON
TAX KEY # 14-015-01-000.00

- LEGEND:**
- - Denotes Found 3/4" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.

GRAPHICAL SCALE (FEET)



LOT 1
452,437 SQ. FT.
10.3865 ACRES

SW CORNER, NE 1/4
SEC. 15, T9N, R21E
(FOUND CONC. MON.
W/ BRASS CAP)

SOUTH LINE OF THE NE 1/4
OF SECTION 15, T9N, R21E
S88°44'10"W 2642.54'

EXISTING
BUILDINGS

65' DEDICATED FOR PUBLIC STREET PURPOSES
NORTH CEDARBURG ROAD
9,436 SQ. FT. (0.2166 ACRES)

LAUREL LAKE
CONDOMINIUMS

EXISTING
BUILDING

EXISTING
BUILDING

CONCORD PLACE

(PRIVATE
R.O.W.)

EXISTING
BUILDING

LOT 15
LAUREL LAKE
ASSESSOR'S PLAT

EXISTING
BUILDING

SE CORNER, NE 1/4 SEC. 15, T9N, R21E
(FOUND CONC. MON. W/ BRASS CAP)
N=459,683.74; E=2,537,195.45
(WISCONSIN STATE PLANE CO-
ORDINATE SYSTEM, SOUTH ZONE)

..... MATCH LINE

Prepared for:
The Hoff Group, Inc.
6938 North Santa
Monica Boulevard
Fox Point, WI 53217



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD 1 SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

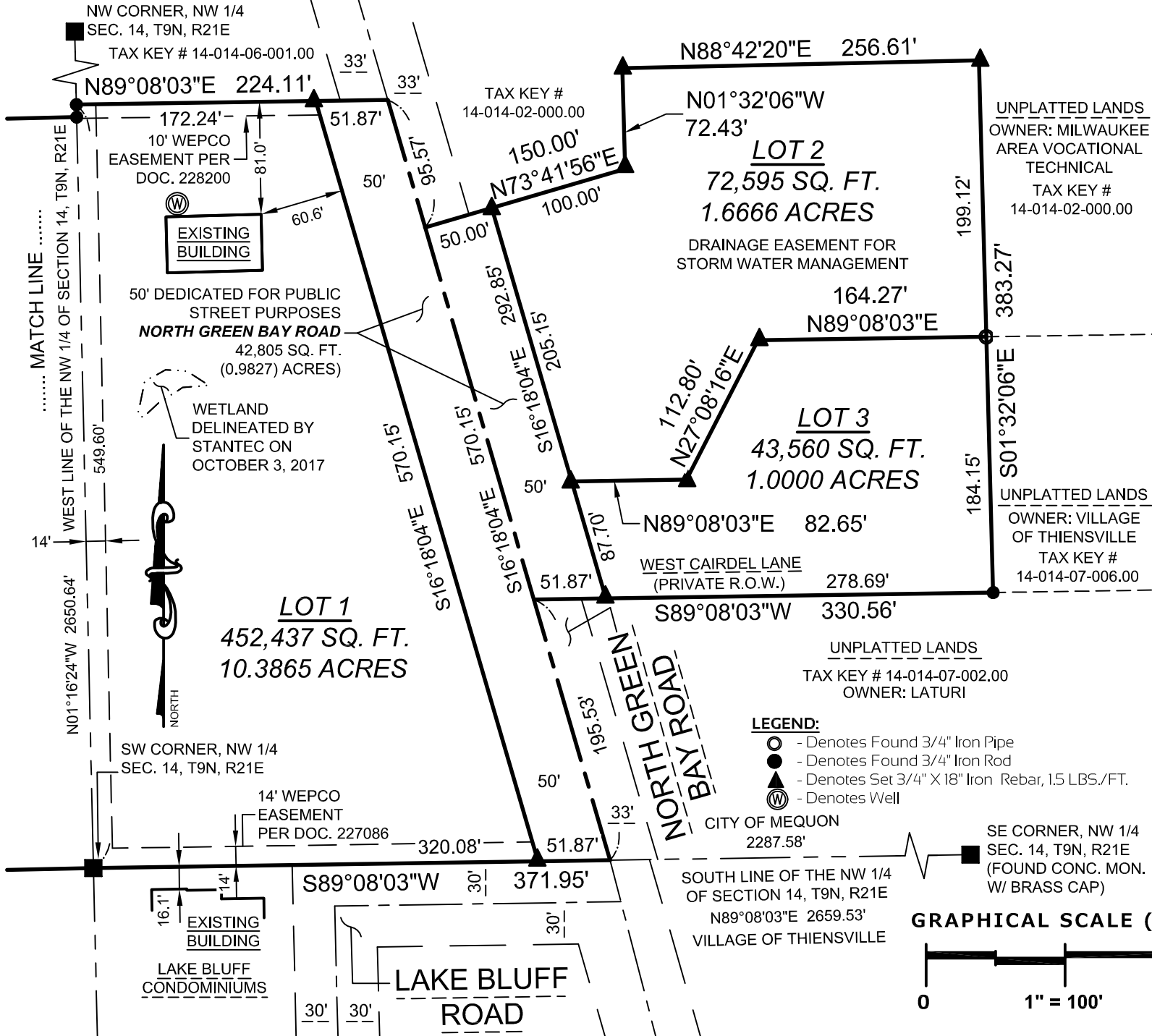
PEG JOB #1055.00
SHEET 1 OF 6

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

Attachment: Packet (3391 : David Hoff)

CERTIFIED SURVEY MAP NO. _____

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin



JUNE 29, 2018

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD 1 SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

CERTIFIED SURVEY MAP NO. _____

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of the Northeast 1/4 of said Section 15;
Thence South 88°44'10" West along the south line of said Northeast 1/4, 761.19 feet to the centerline of North Cedarburg Road - State Trunk Highway "57" and a point on a curve;
Thence northerly 111.11 feet along the arc of said curve to the right and said centerline, whose radius is 2864.79 feet and whose chord bears North 11°18'56" West, 111.10 feet;
Thence North 10°12'16" West along said centerline, 34.01 feet;
Thence North 88°44'10" East, 242.84 feet;
Thence North 01°16'24" West, 397.60 feet;
Thence North 88°44'10" East, 543.00 feet to the east line of the Northeast 1/4 of said Section 15;
Thence North 01°16'24" West along said east line, 9.00 feet;
Thence North 89°08'03" East, 224.11 feet to the centerline of North Green Bay Road;
Thence South 16°18'04" East along said centerline, 95.57 feet;
Thence North 73°41'56" East, 150.00 feet;
Thence North 01°32'06" West, 72.43 feet;
Thence North 88°42'20" East, 256.61 feet;
Thence South 01°32'06" East, 383.27 feet;
Thence South 89°08'03" West, 330.56 feet to the aforesaid centerline of North Green Bay Road;
Thence South 16°18'04" East along said centerline, 195.53 feet to the south line of the Northwest 1/4 of said Section 14;
Thence South 89°08'03" West along said south line, 371.95 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 620,833 square feet (14.2524 acres) of land Gross and 568,592 square feet (13.0531 acres) of land Net more or less.

That I have made such survey, land division and map by the direction of The Hoff Group, Inc. and BONNILAKE C6 LLC, owners of said land.

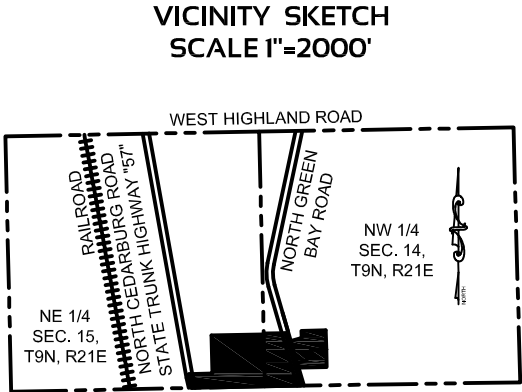
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Mequon Land Division Ordinance in surveying, mapping and dividing the land with in the certified survey map.

Date: JUNE 29, 2018



John P. Konopacki
Professional Land Surveyor S-2461



CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	111.11'	2864.79'	002°13'20"	N11°18'56"W	111.10'	N12°25'36"W	N10°12'16"W
C2	121.42'	2799.79'	002°29'05"	N11°26'49"W	121.41'	N12°41'21"W	N10°12'16"W

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1055.00
SHEET 3 OF 6

CERTIFIED SURVEY MAP NO. _____

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

The Hoff Group, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

The Hoff Group, Inc., as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. City of Mequon

IN WITNESS WHEREOF, the said The Hoff Group, Inc. has caused these presents to be signed by (name - print) _____, (title - print) _____, at _____, _____ County, Wisconsin, on this _____ day of _____, 2018.

In the presence of: The Hoff Group, Inc.

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2018, (name) _____, (title) _____, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and 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 dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2018.

Date

President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2018, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



JUNE 29, 2018

 Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD I SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1055.00
SHEET 4 OF 6

Attachment: Packet (3391 : David Hoff)

CERTIFIED SURVEY MAP NO. _____

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

BONNILAKE C6 LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

BONNILAKE C6 LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. City of Mequon

IN WITNESS WHEREOF, the said The BONNILAKE C6 LLC has caused these presents to be signed by (name - print) _____, (title - print) _____, at _____, _____ County, Wisconsin, on this _____ day of _____, 2018.

In the presence of: BONNILAKE C6 LLC

Name (signature) - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2018, (name) _____, (title) _____, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and 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 dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2018.

Date

President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2018, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



JUNE 29, 2018

 Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1055.00
SHEET 5 OF 6

Attachment: Packet (3391 : David Hoff)

CERTIFIED SURVEY MAP NO. _____

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Mequon on this _____ day of _____, 2018.

Date

Dan Abendroth, Chairman

Date

Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Mequon, Wisconsin, on this _____ day of _____, 2018.

Date

Dan Abendroth, Mayor

Date

Caroline Fochs, City Clerk



JUNE 29, 2018



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#1055.00
SHEET 6 OF 6

Attachment: Packet (3391 : David Hoff)

DEVELOPMENT AGREEMENT

The Woods at Highland Park

Articles of agreement made and entered into this ____ day of _____, 2018, by and between The Woods at Highland Park, hereinafter called the Developer, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in:

See Exhibit A

And as described on attached Exhibit A (the "Development"), and for that purpose requires the installation of certain public improvements; and

WHEREAS, the City Engineer's report, attached hereto as Exhibit B, identifying the public improvements and other terms and conditions necessary to this Development (the "Improvements"), and

WHEREAS, Section 236.13(2) of the Wisconsin Statutes and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances provide that as a condition of approval, the City shall require that the Developer make and install or have made and installed, any improvements reasonably necessary; and

WHEREAS, the Public Works schedule and budget of the City does not include installation of the said improvements for the said Development, and normally there would be a considerable delay in the installation of said improvements unless the instant agreement were entered into; and

WHEREAS, the City believes that the orderly, planned development of said lands will best promote the health, safety and general welfare of the community.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged, and in consideration of the various approvals granted by the City, and in obedience to the conditions imposed upon said approvals, and the mutual covenants herein contained, the parties agree:

1. The area to be improved shall consist of that area designated in Exhibit A in the proposed development plan granted preliminary plat approval by the Planning Commission.
2. Preliminary plat approval was granted by the Planning Commission on
3. The Improvements shall be as described on Exhibit B.
4. The Developer will, at its expense, have plans and specifications prepared for the aforesaid Improvements and such plans and specifications shall be submitted to the City Engineer for approval. The plans and specifications to be submitted are indicated in Exhibit C.
5. The Developer will contract for and have constructed, at its expense, all of the Improvements. The City, as a condition of final certification by the City Engineer, and approval and acceptance of dedication of the Improvements by the City, will require that copies of lien waivers from all contractors and/or material suppliers performing work or supplying materials for the installation of the Improvements be filed with the City.

Attachment: Packet (3391 : David Hoff)

6. The Developer will pay for all reasonable costs incurred by the City, or its consultant in the review of the engineering plans, landscaping plans, inspection of the construction and/or installation of the Improvements, installation of street signs, review of record drawings for City files, and any other costs that may be incurred by the City in the installation of the Improvements for this Development. The Developer will pay the costs above enumerated within thirty (30) days after being billed by the City. Billing will be made periodically and/or monthly as the improvements are completed and as costs are incurred. Full cost will include labor, equipment, materials, engineering, inspection and overhead costs incidental to said work. Past due amounts on invoices generated by the City are subject to a one and one-half (1.5) percent per month charge, computed from the date of the original invoice.
7. All dedicated Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one (1) year from the date of acceptance of dedication by the City, and Developer shall assign to the City applicable contractor warranties for the Improvements. If any defect should appear during this warranty period, the City shall first seek to enforce any applicable contractor warranty; however, Developer hereby guarantees the Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. Each repair or replacement performed pursuant to this paragraph shall be guaranteed for one (1) year from the completion thereof.
8. Upon certification by the City Engineer that all of the Improvements have been satisfactorily constructed, installed or escrowed in accordance with City of Mequon Zoning Code, inspected and found to be in compliance with City requirements and with the following conditions as described below, and that all other requirements of this agreement have been complied with, Final Plat approval will be granted by the Common Council.
 - A. The City Engineer shall only recommend Final Condominium Plat approval to the Planning Commission and Common Council upon certification that:
 - i. All of the Improvements have been satisfactorily constructed or installed, completed and approved.
 - ii. In the event that installation of the final asphalt surface course, street trees, open space landscaping and/or minimal site restoration as contemplated in Developer's plans approved by the City cannot be completed due to weather conditions at the time in which Developer wishes to obtain Final Plat approval, the City may, in its sole discretion, accept from Developer a Letter of credit in form approved by the City Attorney and in an amount determined by the City Engineer to provide appropriate security to ensure installation is completed within 14 months from Final Plat approval.
 - B. The Department of Community Development shall schedule Final Condominium Plat recommendation before the Planning Commission and Common Council only upon certification by the City Engineer that all the improvements have been constructed, installed and approved.
9. The following special provisions shall apply:
 - A. Easements are to be provided on the plat for the use of WE Energies, AT&T, Cable T.V. and other utilities for provision of services to the subdivision. The Developer shall provide proof of payment in full for installation of the utilities prior to Final Plat approval.
 - B. Underground utility installations shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

- C. A building permit may be issued for 2 principal structures-4 units prior to the Final Plat being approved and recorded. The building permit for the model home shall not be issued until the pavement base course is installed. The Developer agrees and understands that the transfer of title to any lot/residence in this development may not occur until after final certification by the City Engineer that the terms of this agreement have been complied with and the final subdivision plat is approved and recorded.
 - D. Subject to Section 5 above, the title to the water main and all other Improvements and the land on which they stand, unless located within a dedicated public easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by State Statutes, and without recourse, and free and clear of all encumbrances and with access provided from a dedicated street, where necessary. Title to the fire protection and water supply facilities shall be given to the City of Mequon.
 - E. The Improvements shall be constructed in strict accordance with the requirements of the City and the City Engineer or his authorized representative, or as directed by said City Engineer; and shall be under and subject to constant inspection by the City Engineer or representative.
 - F. The Developer agrees that it shall be fully responsible for the Improvements for the Development and appurtenances thereto during the period of the construction of the Improvements, and until certification by the City Engineer, approval of the Improvements, and acceptance of dedication by the City, any damage as may occur to these facilities during this period shall be replaced or repaired by the Developer.
 - G. Excess topsoil shall only be removed from the subdivision Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.
 - H. The covenants, conditions and restrictions recorded against the property described on Exhibit A shall prohibit future property owners from removing any berms, landscaping or amenities installed on this Development as a condition of landscaping, open space, grading or drainage plans, and from placement of landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans, without express written consent from the City Engineer and by action of the Planning Commission.
 - I. The Developer, its successors and assigns along with individual future condominium owners are hereby notified that "impact" fees will be assessed by the City against the Developer and/or condominium owners, pursuant to the requirements of Sections 58-138 et seq. of the Mequon Code of Ordinances, which payment is due prior to obtaining a building permit. The parties understand and acknowledge at this time that the City retains full right and authority to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future, such that the resultant impact fee amounts in effect from time to time may differ from the impact fee assessment which is currently in effect as of the date of this agreement, and that such modifications and amendments are not susceptible of determination at this time.
- 10. The Developer shall not be released or discharged from the obligations assumed under this agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.
 - 11. The Developer hereby agrees that the costs and value of said improvements will become an integral value of the abutting lots and that no future lot assessment will be made on behalf of the Developer.

12. Provisions of this agreement which may specify design criteria for required improvements are subject to change by the City Engineer, upon written notice to Developer and based on changes in applicable codes or regulations, for the purpose of reflecting the most up-to-date design standards for required improvements. The design standards in effect at the preliminary approval shall apply to all improvements for a period of two years.
13. Developer shall indemnify, defend, and hold the City and its officers harmless from, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Subdivision Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of all Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or any other receptor. The City agrees that it will immediately notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. The City also agrees that following notification to Developer that contamination may exist, the City shall make all reasonable accommodations to allow Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.
14. Execution of this agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 236.13(2) of the Wisconsin Statutes.
15. This agreement shall be binding upon the heirs, successors, executors and assigns of the parties hereto.
16. If the final plat conforms substantially to the preliminary plat as approved, including any conditions of that approval and to local plans and ordinances adopted as authorized by law, it is entitled to approval. If the final plat is not submitted within 24 months of satisfaction of the last required condition of approval of the preliminary plat, any approving authority may refuse to approve the final plat. The final plat may, if permitted by the approving authority, constitute only that portion of the approved preliminary plat, which the Developer proposes to record at that time. The Preliminary Plat shall be deemed an expression of approval or conditional approval of the layout submitted as a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.
17. It is understood that this Development Agreement may need to be amended to cover changes to the standards regarding landscaping, stewardship plans, stormwater management, grading and/or other plans.
18. In accordance with section 58-635(3)(e), if the Developer fails to commence construction within two (2) years of development agreement approval, then the development agreement shall become null and void.

CITY OF MEQUON**OWNER**

The Woods at Highland Park

By _____
Dan Abendroth, Mayor

By: _____

By: _____

By _____
Caroline Fochs, City ClerkSTATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2018, the above named Mayor and City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

Personally came before me, this ____ day of _____, 2018, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Waukesha County, Wisconsin
My Commission (expires) (is) _____

Approved by: _____
City Attorney

Attachment: Packet (3391 : David Hoff)

EXHIBIT A
DEVELOPMENT AGREEMENT

The Woods at Highland Park

DESCRIPTION OF AREA INCORPORATED IN THE SAID DEVELOPMENT:

Attachment: Packet (3391 : David Hoff)

EXHIBIT B
CITY OF MEQUON
WISCONSIN
* * * * *

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TERMS AND CONDITIONS INCORPORATED INTO DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MEQUON AND THE WOODS AT HIGHLAND PARK

The proposed development plans granted concept approval and preliminary plat approval by the Planning Commission have been reviewed by the Engineering Division and this report is hereby submitted in accordance with the procedural requirements established by the Common Council.

Notwithstanding anything herein to the contrary, the parties acknowledge that the Developer intends to complete the improvements necessary prior to construction of principal structures, and other improvements may be constructed and obligations may be performed by Developer, as indicated below, by requiring its lot purchasers to so perform in the lot purchasers' contracts or declaration of restrictions.

The following public works improvements and conditions are necessary:

1. Sanitary Sewer System

- a. A development Agreement with the Village of Thiensville is required to define the specifics of the Sanitary Sewer requirements.
- b. Installation of a sanitary sewer system designed to meet the ultimate needs of this development, in accordance with the Village of Thiensville's sanitary sewer system plan. Installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or, road right-of-way.
- c. Sanitary sewer plans/profile shall conform to the Village of Thiensville requirements and Water Construction in Wisconsin and additional requirements of the Milwaukee Metropolitan Sewerage District (MMSD) shall apply.
- c. The Village of Thiensville shall approve all sanitary sewer lateral locations.
- d. Connection to the existing sanitary sewer shall be done in accordance with the Village's specifications.
- e. The lateral locations shall not deviate from the approved plan unless approved by the Village.

2. Water Supply System

- a. Installation of a water supply and distribution system for the proposed Development with mains, hydrants, valves and laterals for each lot. The plans, specifications and installation shall be in accordance with the City Standard Specifications for Land Development, latest edition.
- b. The City shall review and approve all water main plans to be installed in a City road right-of-way or easement.

- c. Connection to the City of Mequon water system shall be in accordance with the City of Mequon Standard Specifications for Land Development, latest edition and be subject to a Water Services Agreement.
- d. The City will determine the lateral locations to avoid removal of any specimen trees; the City shall approve all lateral locations.
- e. The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties. Specifically, the watermain shall extend west to Cedarburg Road to allow for future looping of the water main system. The dead end main shall be terminated with a hydrant, in a location and configuration approved by the Water Utility.
- f. Easements shall be provided to adjacent single family lots for access for potential future connection.
- g. The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require 12" pipe for the dead end main.
- h. Dead end mains must be terminated with a public hydrant and phasing plans and construction to be approved through a Water Services Agreement.

3. Fire Protection Water Supply

- a. The water for fire protection will be supplied to the Development water system through the City of Mequon Water System.
- b. All fire hydrant locations shall be approved by the City's Fire Chief.

4. Grading and Drainage Plan

- a. The Developer shall submit a master site grading plan. The master grading plan shall indicate which lots are designed for the following: full exposure, partial exposure, and lots that are limited to front load entry garage only. The Developer shall grade the site in conformance with the approved grading and drainage plan. The future owners/builders who construct the principal building shall be responsible for siting the principal building, rough and fine grading the building pad to comply with the master grading plan.
- b. The Master Grading/Drainage/Storm Sewer and Erosion Control Plans shall comply with the requirements of the City's Standard Specifications for Land Development, latest edition.
- c. Grading and drainage plan showing 2' contours for both existing and proposed grades, City approved building pad grades, culverts or storm sewers. Cross-section and profiles of all drainage ways and erosion protection as required, must be indicated on the plans and detailed.
- d. Site grading plan showing only minimum setback and offset dimensions, and City approved building grades.
- e. Erosion Control Plan for land disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show location and dimension of all construction site management measures to control erosion and sedimentation.
- f. Rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion.

- g. The grading plan shall include minimum elevations for proposed top of principal building foundation wall based on proposed building envelopes shown on the approved specimen tree plan and City approved finished yard grades.
- h. Grading and filling shall be kept to a minimum, including in individual building envelopes.
- i. The Developer is responsible for top-soiling, seeding and mulching, as required to all exposed ground surfaces to prevent erosion, including disturbance by utility contractors.

5. Storm Drainage System

- a. Drainage System Plan showing all tributary areas to the proposed subdivision drainage system and downstream analysis. Included on the system plan should be all proposed and existing drainage structures in the drainage system area.
- b. Drainage easements must be shown by dimension and detailed cross-section.
- c. Installation and construction of a complete storm drainage system, including culverts, storm sewer, and open ditches as required to adequately drain the surface water from and through the Development. Erosion protection and minimum velocity design shall be provided for in the storm drainage system design. All areas adjacent to existing and proposed roadways shall be restored to conform with the approved roadway cross-section.
- d. The storm water facilities shall be installed before the impervious surface.
- e. Additional considerations will be required on all ditch slopes exceeding five percent (5%). All roadside ditches or drainage easements shall have a minimum one percent (1%) slope. Areas less than one percent (1%) will require further analysis.
- f. The Development will be required to provide on-site stormwater detention and demonstrate to the City Engineer that the Development shall comply with the City's stormwater ordinance and MMSD Chapter 13 rules and regulations.
- g. The Developer shall submit hydrologic calculations for the 2, 10 and 100 year development conditions.
- h. The Developer shall provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, the stormwater management must demonstrate that the 2, 10 and 100 year discharge rate will be less than pre-settlement conditions.
- i. All sump pump discharge pipes shall discharge to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section a sump pump collection system shall be required in accordance with the City's Standard Specifications for Land development, latest edition.
- j. Submittal, at the time of architectural review and approval, of a sump pump discharge and roof drainage plan in accordance with Storm Water management Plan approved by the City Engineer.
- k. If the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer shall be used and kept current during all phases of construction.
- l. Detention Basin/Pond Maintenance Agreement:

The Developer shall design and construct storm water facilities, including detention and/or retention pond(s), in accordance with the approved storm water drainage plan such that they are adequate to accommodate expected surface water flow within and through the Development, in accordance with applicable City ordinances, Chapter 13 of the Milwaukee Metropolitan Sewerage District rules, and the regulations of WDNR, as may be applicable. Thereafter, it shall be the responsibility of the Developer and/or its successors and assigns, as provided below, that such storm water facilities shall be maintained to meet or exceed the standards to which they were constructed, such that in the future, they continue to accommodate the maximum potential volumes of flow through and within the development, and meet applicable performance standards for storage and release.

Accordingly, the following requirements are applicable to this Development and conditions of approval of the preliminary plat and the development agreement, pertaining to detention basin/pond maintenance.

- i. All stormwater drainage and storage facilities, including detention basin(s)/pond(s), shall be maintained and cared for by the Developer and subsequently, at such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance thereof to the Condominium Association they shall be maintained in accordance with this Section 5.g.
- ii. In order that the perpetual care and maintenance of all stormwater drainage and storage facilities shall be provided for, the Developer shall create or cause to be created an entity (the Condominium Association) with a perpetual existence under the laws of the State of Wisconsin for the express purpose, *inter alia*, of assuming all responsibility in connection with the perpetual maintenance of the stormwater facilities. Developer shall provide by contract, declaration of covenants, deed provision, or otherwise that all condominium owners in the development, including Developer, shall be members of the Association solely by virtue of being a condominium owner, and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. If, as contemplated by the parties, any portions of the Development in or on which is located stormwater drainage and storage facilities, including detention basin(s)/pond(s), shall be conveyed to other assigns and/or successors in interest, then Developer shall provide by contract, declaration of covenants, deed provision, or otherwise that such other assigns and/or successors in interest shall assume all responsibility in connection with the perpetual maintenance of those stormwater facilities. The Developer shall have no further responsibility for such maintenance, only after arms length sale of the condominium by the Developer, conveyance of outlots and/or common areas to the Condominium Association or other good faith grantees, and acceptance of dedication of the Improvements by the City.
- iii. The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basin(s)/pond(s), shall be adhered to by Developer and Developer's assigns and successors in interest:
 - A. Provide normal and customary cleaning and maintenance to the detention basin(s), and pond(s) located in this Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.
 - B. As necessary, dredging of the storm water facilities shall require permits and approvals under Section 30.20 Wisconsin Statutes, to remove materials from the bed of a pond ultimately connected to Lake Michigan from the Wisconsin Department of Natural Resources (WDNR).

- C. Make chemical treatments as necessary, in keeping with the regulatory requirement(s) that the application of EPA/State Registered Chemicals to detention basins/ponds or lakes is regulated by the WDNR. With few exceptions, a permit must be filed with, and approved by the WDNR, prior to chemical treatment. In certain circumstances, a representative of the WDNR will monitor or supervise the chemical treatment. Contact the WDNR for additional information.
- D. The detention basin(s)/pond(s) shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall be responsible to recertify the detention basin(s)/pond(s) as a condition of transferring ownership to the Condominium Association, but in no event shall such recertification occur later than two years after the approval of the Final Plat.
- E. The detention basin(s), pond(s) certification shall be submitted with an as-built record drawing.
- F. The detention basin(s)/pond(s) shall be inspected in compliance with the Inspection Report Form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Homeowners Association, and any other assigns and successors in interest of Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:
- Bio-retention facility
 - Pond containment berms are stable and free of animal burrowings
 - Detention storage volume
 - Erosion
 - Vegetative cover
 - Sediment accumulation
 - Trash rack/culvert functions
 - Outlet flow
 - High water level
 - Water surface elevation at time of survey
 - Normal pond water level
 - Emergency overflow
- iv. To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basin(s)/pond(s), the developer shall, in accordance with City ordinance 58-677(b), deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).
- v. Not less than ninety days prior to the final expiration of the Developer's LOC obligations, or at such time as the Developer shall convey the outlot(s) or common area(a) in or on which are located the stormwater drainage and storage facilities, including detention basin(s)/pond(s), to the Condominium Association or other assigns or successors in

interest, whichever is later, the Developer shall have the detention basin(s)/pond(s) recertified in accordance with d. and e. above.

- vi. At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed herein), the Condominium Association, or any other assigns or successors in interest, shall fail to maintain the stormwater drainage and storage facilities, including detention basin(s)/pond(s), the City, at its option, may give the Developer, the Subdivision Homeowners Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within thirty (30) days thereafter, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost thereof, including administrative charges, to the Developer, and/or to the Subdivision Homeowners Association, and/or other assigns and successors in interest, by drawing upon the LOC, and/or by imposing such charge as a special charge for services pursuant to §66.0627, Wisconsin Statutes, and if not promptly paid by the party to whom the charges were invoiced, as a lien and special tax on the property(ies).
- vii. The City Engineer has the authority to stop work, amend, or alter remediation measures to the detention basin/ponds. Failure to comply will result in the issuance of a municipal citation by a forfeiture as prescribed by law, or may be addressed in an action for injunction, mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.
- viii. Upon 75% (or fewer) of the condominiums within this Development being sold, a Condominium Association shall be created.
- ix. This agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This agreement shall be recorded with the Ozaukee County Register of Deeds office. The Development covenants and restrictions shall include this language and not by reference.

6. Erosion and Run-off Control

- a. Installation and construction of improvements in the proposed Development shall be done in conformance with the City in cooperation with the Ozaukee County Land Conservation Guidelines (SCS) and Department of Natural Resources "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements, with respect to erosion and sedimentation control. Temporary stormwater quality measures during construction activities shall include, as a minimum, the installation of silt fence and temporary sediment basins.
- b. The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or designated agent. The City may request temporary mulching if ground is exposed for more than 7 days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established Best Management practices. The City will decide what situation is appropriate for sod and will determine the sediment trap method to be used.
- c. The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

- d. Excavated soil shall not be allowed to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.
- e. The surface of exposed bare soils shall be protected by mulches or by temporary annual grasses, or erosion matting.
- f. The Developer will periodically inspect and maintain any measures utilized above. All erosion control devices shall be inspected after each rain event.

7. Streets

- a. The road design standards shall be subject to the review and approval by the City Engineer and Fire Chief. The roads, whether public or private, shall be constructed in compliance with the City Standard Specifications for Land Development, latest edition, unless otherwise approved by the City.
- b. Private access roads/driveways shall be approved by the City Engineer and Fire Chief.
- c. Construction of a twelve (12) inch road base consisting of twelve (12) inches of one and one-quarter inch (1 1/4") crushed stone base course for all new streets. The initial surface shall consist of three inches (3") of bituminous binder course. The roads shall be constructed to the City's typical cross-section and in accordance with the City's standard specifications for land development.
- d. In developments with sanitary sewer the final one and one-half inch (1 1/2") asphalt surface course shall be applied following the construction of the binder course.
- e. Should the money in the account be inadequate to defray the cost of surfacing to include inspection, shouldering, road failures, base repairs and defects and utility adjustments, the Developer shall make up any shortage of funds.
- f. Any roadside sidewalk shall be installed at the time of roadway construction, prior to final plat and shall be maintained by the condominium or condominium's association. This maintenance will include snow and ice removal.
- h. The Developer shall provide to the City a performance bond, Letter of Credit or Cash Bond, in a form approved by the City Attorney subject to prior review and approval by the City, to provide security for compensation to the City for wear and tear and accelerated deterioration of City streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the approved Development.

Prior to commencement of any construction activity, the Developer shall establish with the City a performance bond, Letter of Credit or Cash Bond, in a form approved by the City Attorney, for road damage, in the amount equal to \$1,000 per residential lot in the proposed Development. Should the proposed development be approved as a phased Development, the performance bond and evaluation process shall be established prior to commencement of each phase of Development. Prior to the commencement of any construction activity, the following provisions shall be complied with:

- i. The Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer or Public Works Director.
- ii. Prior to commencement of construction, the City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition

rating or SCR, shall be used as the base line for establishing the level of damage that occurs as a result of the Development.

- iii. At the conclusion of the construction activity and prior to the recording of the final plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route.
- iv. Prior to the City acceptance of the Improvements, the Developer will repair the road or pay to the City for the Dollar amount for the estimated repairs.

The road account and road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City.

8. Landscaping and Open Spaces

- a. A street tree plan shall be subject to the review and approval of the Tree Board and Planning Commission. The species and installation of street trees shall conform to the street tree ordinance.
- b. Landscape plans for the open space, public street cul-de-sac, and detention pond buffering shall be designed by a licensed landscape architect and shall be reviewed and approved by City staff. The City may have a licensed landscape architect review the submitted landscape plans.
- c. Signage and entryway landscape plans shall be reviewed and approved by City staff.
- d. A letter of credit issued by a local bank on the US Chamber of Commerce model form or reasonable equivalent, and subject to prior review and approval by the City Attorney, equal to 25% of the landscape and hardscape amenities contract cost to insure that all private open space landscaping that dies within three (3) years of installation will be replaced by the Developer.
- e. A performance bond equal to 25 percent of the installation costs of the street trees is required to ensure that all street trees that die within the first 14 months will be replaced by the developer.
- f. Any required pedestrian paths shall be installed and shall be maintained by the developer or home owners association. Pedestrian and bike path plans shall address the public use of the paths and maintenance and shall be subject to the review and approval of the City Engineering Department. A ten (10) foot wide pedestrian and bike path easement shall provide for public access. An eight (8) foot wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

9. Miscellaneous

- a. The Developer shall be responsible for maintaining and repairing all damage done to City streets as a result of excessive hauling operations and Development construction pursuant to section 7(f) above.
- b. The Developer shall be responsible for the material and installation of street name signs and regulatory/public safety signs (speed limit, stop sign, etc).
- c. All construction shall conform to the "Standard and Specifications for Development Construction in the City of Mequon," latest edition.

- d. Wetland Boundaries shall be identified and marked in the field and verified by the Wisconsin Department of Natural Resources. The wetlands and setbacks shall be identified on the plat. Wetland boundary markers shall be maintained and setbacks observed during all phases of land disturbance and construction.
- e. The City Engineer may make changes to the approved plans and specifications for any of the improvements covered under this agreement which are necessary to correct oversights, omissions, and errors to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at its expense without any claim for reimbursement.
- f. Submittal and Planning Commission approval of the appropriate stewardship plan preservation easement, maintenance agreement and street tree landscape plan, if applicable.
- g. Submittal of underground utility easements.
- h. All sanitary, drainage, water and other utility easements must be shown on the plat. All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the Developer's expense. These documents shall be required at the time of final plat approval and approved by the City.
- i. Submittal of proposed driveway culvert size plan where applicable.
- j. Developer shall be responsible for the cost of installation of one We-Energies standard street light mounted on a wooden pole, or may provide upgraded street light and mounting, as shall be approved by the City, at the main entrance to the Development. The City Public Works Department shall arrange for the installation permit and coordinate the installation. Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the street light

10. Special Provisions

- a. The development process shall strictly conform to the conditions of approval of the Preliminary Plat and other approvals, and as set forth in the Development Agreement. Request for final plat approval is subject to Engineering Department certification that all improvements required to be installed have been completed and approved, and as to the Improvements, approval and acceptance of their dedication by the City.

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EXHIBIT C

CITY OF MEQUON
WISCONSIN

* * * * *

ENGINEERING DEPARTMENT
DEVELOPMENT AGREEMENT**Development Title****The Woods at Highland Park**

As a condition of final plat approval, the Developer, shall provide any applicable fees to the Village of Thiensville for connection to the sanitary sewer as defined by the Development Agreement with the Village of Thiensville.

Attachment: Packet (3391 : David Hoff)

WB-13 VACANT LAND OFFER TO PURCHASE

4 **LICENSEE DRAFTING THIS OFFER ON** _____ **[DATE] IS (AGENT OF BUYER)**
 5 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**
 6 **GENERAL PROVISIONS** The Buyer, THE WOODS AT HIGHLAND PARK LLC, a Wisconsin limited liability company,
 7 or assigns _____, offers to purchase the Property
 8 known as [Street Address] see attached Addendum
 9 in the City _____ of Mequon _____, County of Ozaukee _____, Wisconsin (Insert
 10 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
 11 ■ **PURCHASE PRICE:** See Addendum
 12 _____ Dollars (\$ _____).
 13 ■ **EARNEST MONEY** of \$ -0- _____ accompanies this Offer and earnest money of \$ -0- _____
 14 will be mailed, or commercially or personally delivered within N/A _____ days of acceptance to listing broker or
 15 N/A _____.
 16 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
 17 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
 18 date of this Offer not excluded at lines 18-19, and the following additional items: N/A _____
 19 _____
 20 ■ **NOT INCLUDED IN PURCHASE PRICE:** N/A _____
 21 _____
 22 **CAUTION:** Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
 23 and will continue to be owned by the lessor.
 24 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are
 25 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
 26 ■ **ZONING:** Seller represents that the Property is zoned: _____
 27 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 28 copies of the Offer.
 29 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
 30 running from acceptance provide adequate time for both binding acceptance and performance.
 31 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
 32 or before June 1, 2018 _____. Seller may keep the Property on the
 33 market and accept secondary offers after binding acceptance of this Offer.
 34 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
 35 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
 36 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
 37 OR ARE LEFT BLANK.
 38 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 39 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
 40 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
 41 named at line 40 or 41.
 42 Seller's recipient for delivery (optional): Janice Falkenberg
 43 Buyer's recipient for delivery (optional): David Hoff
 44 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
 45 Seller: (_____) _____ Buyer: (_____) _____
 46 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
 47 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
 48 delivery to the Party's delivery address at line 49 or 50.
 49 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
 50 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
 51 Delivery address for Seller: Milwaukee Area Technical College, 700 West State Street, Milwaukee, WI 53233-1443
 52 Delivery address for Buyer: The Hoff Group, Inc., 6938 North Santa Monica Blvd., Fox Point, WI 53217
 53 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
 54 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
 55 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
 56 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
 57 E-Mail address for Seller (optional): falkenjm@matc.edu
 58 E-Mail address for Buyer (optional): davidh@northtrack.org
 59 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 60 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

Attachment: Packet (3391 : David Hoff)

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this 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 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than see Addendum at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

☒ See Addendum

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are Seller warrants there will be no leases affecting the Property at closing.

Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 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
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

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

150 **~~PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING~~** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 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,
 153 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
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 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
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 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 g. 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 l. 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.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
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 loan. 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 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 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
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** ~~Within 7 days of acceptance, a financial institution or third party~~
231 ~~in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,~~
232 ~~sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering~~
233 ~~written notice to Buyer.~~ Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
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.**

Attachment: Packet (3391 : David Hoff)

DEFINITIONS CONTINUED FROM PAGE 3

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface 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 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other 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.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, 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.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- 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 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- **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. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive 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 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- **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 significantly shorten or adversely affect the expected normal life of the premises.
- **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage 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 docks/piers on permanent foundations.
- CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- **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, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

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

311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific

312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller

313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)

315 ~~STRIKE ONE~~ ("Buyer'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

325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of

326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~

327 ~~ALL THAT APPLY:~~ ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;

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

336 proposed use: _____

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither

339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at

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 ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐

348 occupancy permit; ☐ other _____ ~~CHECK ALL THAT APPLY~~, and delivering

349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed

350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller

352 providing" if neither is stricken) a Map 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

359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied

361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,

362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information

363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

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

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:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 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
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest 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 lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest 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.

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

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
 406 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** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 412 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
 413 Offer except:

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 Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: ~~municipal and zoning ordinances and agreements~~
 421 ~~entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use~~
 422 ~~restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and~~
 423 ~~in this Offer, general taxes levied in the year of closing and matters disclosed in the title insurance commitment to which~~
 424 Buyer does not object as provided in Lines 442-449

425 _____
 426 _____
 427 ~~which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents~~
 428 ~~necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.~~

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller shall pay all~~
 431 ~~costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE~~
 433 ~~ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 ~~lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements~~
 441 ~~and exceptions, as appropriate matters to which Buyer does not object as provided in Lines 442-449.~~

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 15 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
 453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
 454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
 455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
 456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
 457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum

459 _____
 460 _____
 461 _____
 462 _____
 463 _____
 464 _____

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 Buyer defaults, Seller may:

- 469 (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, Buyer 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 notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 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 Tax Parcel 14-014-02-000.00, Mequon, Wisconsin

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503 ☐ **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 ☒ **ADDENDA:** The attached Addendum and Exhibit A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum _____

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 ~~This Offer was drafted by [Licensee and Firm]~~ _____

536 _____ on _____.

537 (x) See Addendum _____

538 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

539 (x) _____

540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
 544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
 545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) See Addendum _____

547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____

549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

550 ~~This Offer was presented to Seller by [Licensee and Firm]~~ _____

551 _____ on _____ at _____ a.m./p.m.

552 ~~This Offer is rejected~~ _____ ~~This Offer is countered [See attached counter]~~ _____

553 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

Attachment: Packet (3391 : David Hoff)

ADDENDUM TO VACANT LAND OFFER TO PURCHASE

THIS ADDENDUM TO VACANT LAND OFFER TO PURCHASE ("Addendum") is made part of the Vacant Land Offer to Purchase dated _____, 2018 (the "Offer"), submitted by THE WOODS AT HIGHLAND PARK LLC, a Wisconsin limited liability company, or assigns ("Buyer"), to MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT, a Wisconsin technical college district ("Seller"), for the Property described below. Capitalized terms not otherwise defined in this Addendum have the definitions provided in the main body of the Offer. In the event of any conflict between the terms of the main body of the Offer and the terms of this Addendum, the terms of this Addendum shall control. The Offer and Addendum, upon Seller's acceptance, is sometimes collectively referred to as the "Agreement."

1. Property. The Property consists of the approximately 1.5-acre parcel labeled "PROPOSED LOT" on the attached Exhibit A.

2. Purchase Price. The purchase price shall be the fair market value of the Property as set forth in an appraisal report (the "Appraisal") prepared by a Wisconsin Certified General Appraiser satisfactory to Buyer and Seller. Buyer shall engage such appraiser to prepare the Appraisal promptly after acceptance and agreement with Seller upon the identity of the appraiser. Buyer shall provide a copy of the Appraisal to Seller upon receipt.

3. Notices. Copies of notices to the parties shall be sent as follows:

To Seller: Paul G. Hoffman, Esq.
Michael Best & Friedrich LLP
Two Riverwood Place, Suite 200
N19 W24133 Riverwood Drive
Waukesha, Wisconsin 53188
PGHoffman@michaelbest.com

To Buyer: Douglas G. French, Esq.
Mallery & Zimmerman, S.C.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
dfrench@mzmilw.com

4. Closing. This transaction is to be closed no later than 15 days after receipt of the final approval required for sale of the Property or development of Buyer's residential condominium project (the "Project") on land located westerly of the Property in Mequon, Wisconsin (the "Project Parcel"). Each party shall promptly notify the other upon receipt of any such approval. Closing shall take place at the office of the title insurance company unless otherwise agreed by the parties in writing.

5. Real Estate Tax Proration. The parties acknowledge that the Property is presently part of Tax Parcel No. 14-014-002-000.00 (the "Tax Parcel"), which is exempt from real estate taxes. Accordingly, there will be no real estate tax proration at closing.

Attachment: Packet (3391 : David Hoff)

6. Certified Survey Map. Buyer shall promptly, after Seller's acceptance of the Agreement, cause a Wisconsin Registered Land Surveyor to prepare a certified survey map separating the Property from the rest of the Tax Parcel (the "Certified Survey Map"). The Certified Survey Map shall be in form and substance satisfactory to Buyer, Seller, and the title insurance company. Upon the parties' approval of the Certified Survey Map, Buyer shall submit the Certified Survey Map to the City of Mequon for approval. If the parties are unable to obtain governmental approval of the Certified Survey Map without any conditions unsatisfactory to Buyer or Seller by January 31, 2019 (the "Contingency Deadline"), either party may terminate this Offer by written notice to the other.

7. Storm Water Plan. The parties acknowledge that Buyer intends to use the Property for storm water management for the Project. The Agreement is contingent upon a qualified engineer ("Seller's Engineer") reviewing and approving, on Seller's behalf, Buyer's storm water plan for the Property (the "Storm Water Plan"). Buyer shall provide the Storm Water Plan to Seller within 30 days after acceptance. This contingency shall be deemed satisfied unless Seller, within 21 days after delivery of the Storm Water Plan, delivers to Buyer written objections to the Storm Water Plan, which objections must be based upon adverse impacts of the Storm Water Plan on the rest of the Tax Parcel. If Seller delivers any such objections, the parties shall work together in good faith to revise the Storm Water Plan to address the objections. If the parties have not resolved any such objections by the Contingency Deadline, either party may terminate the Agreement by written notice to the other. Promptly after execution of the Agreement, Seller shall provide to Buyer a copy of the Land Use Agreement by which Kurt and Cary Schoessow (collectively, "Schoessow") farm 41 acres within Seller's technical college campus, which 41 acres includes the Property. Buyer shall be responsible for negotiating a termination of such Land Use Agreement as to the Property, and payment of any consideration imposed by Schoessow for such early termination, with the form of the termination agreement to be subject to Seller's prior approval.

8. State Director and District Board Approvals. Seller's obligations under this Agreement are contingent upon Seller's receipt of approvals of the Agreement from Seller's Board of Directors and from the Wisconsin Technical College System State Director. Seller shall diligently pursue such approvals after acceptance and shall notify Buyer promptly upon receipt of each such approval. If Seller has not received both such approvals by the Contingency Deadline, either party may terminate the Agreement by written notice to the other.

9. Inspection: AS-IS.

a. Seller shall within 15 days after Seller's acceptance of the Agreement deliver to Buyer legible copies of all surveys, environmental reports, wetlands reports, geotechnical reports, appraisals, and other reports relating to the Property's condition in Seller's possession or control. Buyer shall have the right to obtain, at Buyer's expense, such additional surveys and reports relating to the Property's condition as Buyer may desire. Buyer shall specifically review with the Village of Thiensville ("Village") the location and extent of the sanitary sewer lines and appurtenances further referenced at Section 13 of this Addendum. If any such survey or report reveals a condition unsatisfactory to Buyer, Buyer may, by written notice to Seller before the Contingency Deadline, terminate the Agreement. Buyer and its agents shall have access to the Property for purposes of performing such surveys, audits, inspections, tests, and appraisals Buyer

may desire in connection with this contingency. Notwithstanding anything in the Agreement to the contrary, Buyer shall perform no sampling of groundwater or soils at the Property, including, without limitation, geotechnical investigations (collectively, "Intrusive Inspections"), without further express written approval by Seller, which shall not be unreasonably withheld, conditioned or delayed. To the extent Buyer desires to perform any such Intrusive Inspections, Buyer shall submit to Seller a proposal by a reputable engineering firm, detailing the proposed inspections and handling and disposal protocol of materials sampled, and intended restoration of the Property upon completion of the Intrusive Inspection. Seller reserves the right to require Buyer and Buyer's consultants to provide evidence of commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit, insuring Buyer, Buyer's consultants and Seller, against claim or liability arising from injury or death to persons or damage to property during any Intrusive Inspection or other Buyer activities on the Property. Buyer shall indemnify and defend Seller against any and all claims, costs, damages, and liabilities resulting from such access, provided that these obligations shall not apply to any environmental remediation of a preexisting environmental condition that, as a result of Buyer's inspections, is found to be required, unless Buyer's inspections exacerbate such preexisting condition. If this transaction does not close, Buyer shall repair any damage to the Property caused by such access.

b. Lines 63-64, 163-188 and 245-278 inclusive of the Offer are all deleted in their entirety. Buyer intends to redevelop the Property for stormwater management to serve the Project being developed by Buyer on neighboring property. Buyer acknowledges and agrees Buyer will be given full and ample opportunity for Buyer and Buyer's professional consultants engaged by Buyer, at Buyer's expense, to fully inspect the Property to determine that the Property is suitable for Buyer's intended use. Accordingly, upon Buyer's determination to waive its inspection contingencies as set forth at Section 9a of this Addendum, except for the warranties of title set forth in the Deed (as defined below), Buyer shall be deemed to purchase the Property entirely in reliance upon Buyer's own inspections and those of its consultants, and not upon any representation or warranty by Seller, which Seller representations and warranties are hereby fully and finally disclaimed by Buyer. Buyer further acknowledges and agrees that any information provided by Seller is merely a courtesy to Buyer, and not intended for Buyer to rely on such information. Except for the warranties set forth in the Deed, no promises, covenants, agreements or guaranties of any kind or character, whatsoever, whether expressed or implied, oral or written, are made by Seller concerning the Property with respect to: (i) value, nature, quality or condition of the Property, including, without limitation, water, soil or geology; (ii) compliance of the Property with any laws, rules, ordinances or regulations of any governmental authority or body; (iii) physical condition of the building and any and all other improvements and components thereof located on the Property; or (iv) compliance of the Property with environmental laws, whether federal, state or local. Buyer acknowledges that, to the fullest extent permitted under law, except for the warranties set forth in the Deed, Buyer shall accept the Property at Closing on an "AS IS, WHERE IS, WITH ALL FAULTS" basis. The terms, and provisions set forth in this Section 9b shall survive closing and delivery of the Deed or any termination of the Agreement.

10. Deed. Line 418 of the Offer is amended to require conveyance of the Property by special warranty deed ("Deed") pursuant to which Seller warrants title against persons claiming by, through or under Seller, but no others.

11. Project Parcel Acquisition. Buyer's obligation to conclude this transaction is contingent upon closing of Buyer's acquisition of the Project Parcel. Buyer shall diligently pursue such closing after acceptance. If Buyer has not waived this contingency by the Contingency Deadline, either party may terminate this Offer by written notice to the other.

12. Costs. Notwithstanding anything in this Offer to the contrary, Buyer shall pay all costs of closing this transaction, including but not limited to the cost of the Appraisal, the costs of preparing and obtaining approval of the Certified Survey Map, the reasonable fees of Seller's Engineer for reviewing the Storm Water Plan, title insurance costs, the real estate transfer fee, recording fees, reasonable fees of Seller's attorneys and any charge imposed by Schoessow for termination of the Land Use Agreement as to the Property. Buyer shall pay such costs at closing or, if the Agreement is terminated without closing, promptly after termination of the Agreement.

13. Indemnity. Buyer acknowledges that Seller has disclosed that there is a sanitary sewer force main in the proximity of the Property where sanitary sewage is processed by the Village. Buyer shall be responsible to coordinate with Village to ensure that Buyer's development of the stormwater management facilities within the Property causes no disturbance or damage to such sanitary sewer lines or equipment related thereto. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage or expense, including attorneys' fees and costs of litigation in any way caused by Buyer's interference or damage to said sanitary sewer system or as against any damage to Seller's retained property.

(SIGNATURE PAGE FOLLOWS)

Attachment: Packet (3391 : David Hoff)

SIGNATURE PAGE TO AGREEMENT

Executed as of _____, 2018.

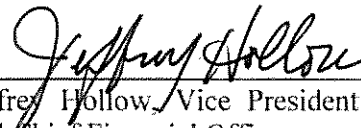
BUYER:

THE WOODS AT HIGHLAND PARK LLC

By:  7. 4/18
David Hoff, Member

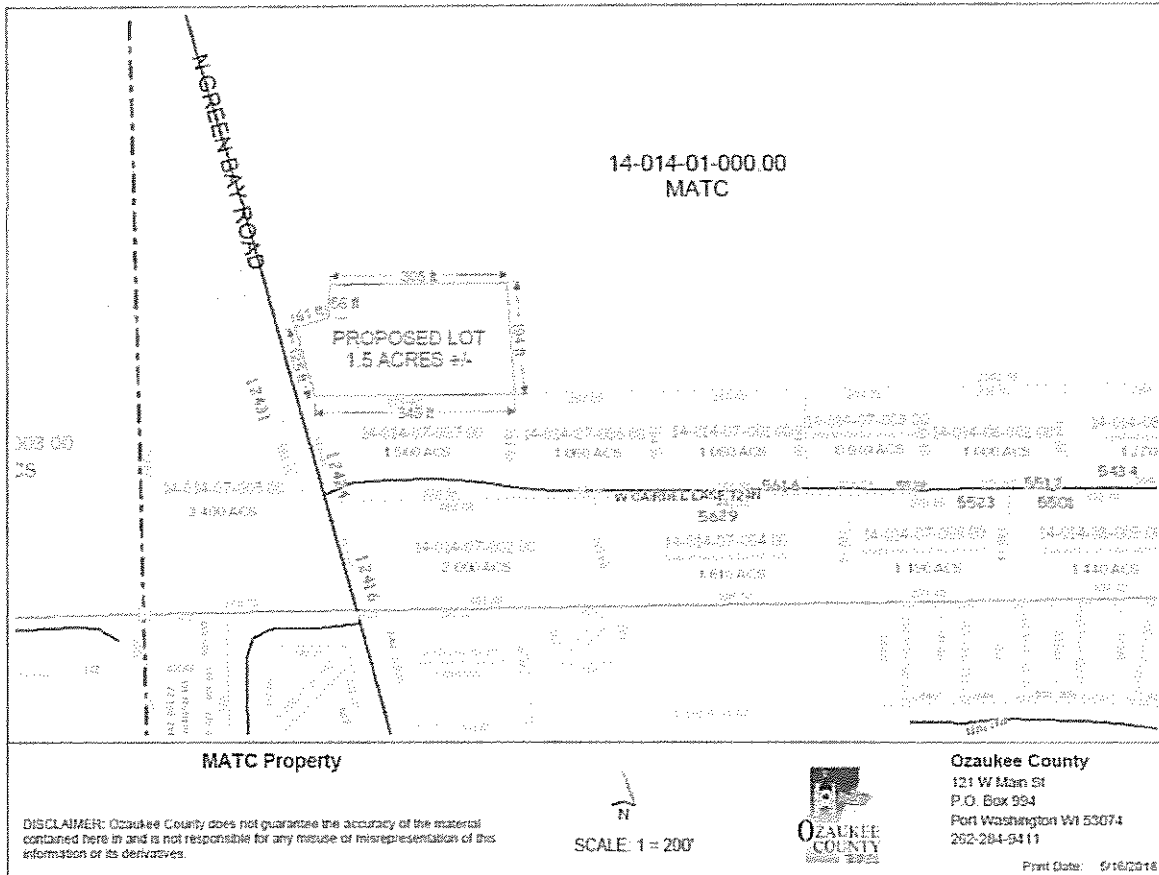
SELLER:

MILWAUKEE AREA TECHNICAL COLLEGE
DISTRICT

By: 
Jeffrey Holloway, Vice President – Finance
and Chief Financial Officer

Attachment: Packet (3391 : David Hoff)

EXHIBIT A
DEPCTION OF PROPERTY



Attachment: Packet (3391 : David Hoff)

066263-0438\23439173

TO: Planning Commission
FROM: Kim Tollefson, Director of Community Development
DATE: July 23, 2018
SUBJECT: Moratorium Study Update

To date staff has meet in person or discussed the moratorium with several property owners, but not all have been reached for one on one meetings. In addition, the department has conducted a site compliance review of each property. The review and discussions with the owners has resulted in the ability to understand the desires of those that live and conduct business in the area. The department has begun the process of achieving site compliance for some violations that exist. In addition, staff has discussed how businesses are working with the Police Department to address public safety. The consensus among owners met with thus far has resulted in a general consensus of the following:

- Limit the type of commercial uses to a neighborhood scale.
- Do not expand the geographic area for commercial uses.
- Control traffic impacts of new development as there is an expressed concern regarding traffic accidents and accessibility to/from residential driveways along Cedarburg Road.
- If possible, legalize non-conforming uses.
- Make neighborhood aesthetic improvements.

Staff is considering options within a three tiered approach dependent on how proactive the City's interest is. The least proactive approach would be to address changes to zoning and/or use classifications consistent with commercial and residential uses that exist in other neighborhood commercial districts. A mid-level approach would include zoning changes based on the results of a market analysis which may result in a more narrowed, specialty sector of commercial or perhaps a recreational use component. And high-level proactive approach would include rezoning with changes to use classifications based on the market analysis coupled with an economic program component.

Over the next two months, staff will complete meetings with the property owners, host an open house in early fall and discuss desired uses with real estate and finance professionals. In addition, staff will discuss with the Police Department any further or formal partnerships between the City and business owners to maintain public safety within the neighborhood.

The owners that staff have meet are enthusiastic about this process and are more than willing to engage to offer support and resources. There is a great deal of pride in ownership and a desire to maintain the unique quality and accessibility of the neighborhood.