

Village of Mukwonago
Notice of Meeting and Agenda

PLAN COMMISSION MEETING
Tuesday, November 12, 2024

Time: **6:30 pm**

Place: **Mukwonago Municipal Building, Board Room, 440 River Crest Ct**

- 1. Call to Order**
- 2. Roll Call**
- 3. Comments from the Public**

Please be advised, per Wisconsin Statute Sec. 19.84(2), information and comment will be received from the public by the Plan Commission. The Public Comment Session is granted to the public at the start of each Plan Commission meeting. The Public Comment Session shall last no longer than fifteen (15) minutes and individual presentations are limited to three (3) minutes per speaker. However, these time limits may be extended at the discretion of the Chief Presiding Officer. The Plan Commission may not respond to or have any discussion on information received during the public comment session unless it is placed upon the Agenda for a subsequent meeting. Public comments should be addressed to the Plan Commission as a body. Presentations shall not deal in personalities personal attacks on members of the Plan Commission, the applicant for any project or Village Employees. Comments shall not be used to engage others in a debate in this forum. All comments, questions and concerns should be presented in a respectful professional manner. Any questions to an individual member of the Plan Commission or Staff will be deemed out of order by the Presiding Officer.

4. Approval of Minutes

- 4.1 Minutes from Planning Commission meeting October 8, 2024
[20241008 Minutes draft](#)

5. New Business

Discussion and Possible Action on the Following Items

- 5.1 Discussion and possible recommendation to approve **Resolution 2024-61** an extraterritorial review for a certified survey map for property located at W303S10521 Sandy Beach Road in the Town of Mukwonago (MUKT 2005-963), Waukesha County
[Staff Report-20241103-Schmit-ETZ](#)
[RESOLUTION 2024-61 MUKT 2005963 Schmit ETZ](#)
- 5.2 Discussion and possible recommendation to approve **Resolution 2024-62**. A Resolution to approve the final plat for Phase 1 of Cardinal Ridge Subdivision, Neumann Developments, Inc., Applicant
[Staff Report-20241104-Cardinal Ridge Final Plat - Phase 1](#)
[RESOLUTION 2024-62 Cardinal Ridge Final Plat - Phase 1.docx](#)

- 5.3 Discussion and possible approval of **PC Resolution 2024-14**, for a Site Plan and Architectural review for Milwaukee Tool located 929 Milwaukee Tool Way parking lot expansion, Parcel Number MUKV 1969-988-008

[Staff Report-20241104-Milwaukee Tool Parking Lot Expansion-SPAR](#)

[PC RESOLUTION 2024-14 - Milwaukee Tool Parking Lot Expansion SPAR](#)

- 5.4 Discussion and possible approval of the revised architectural drawings for Tsunami Car Wash

[Staff Report-20241104-Tsunami Car Wash-Revised Architectural](#)

6. Adjournment

Membership:

Eric Brill, John Meiners, Karl Kettner, Mark Penzkover, Tim Rutenbeck, Jason Wamser, Fred Winchowky, and Village Planner (Advisory)

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

MINUTES OF THE PLAN COMMISSION MEETING

Tuesday, October 8, 2024

Time: 6:30pm
Place: Mukwonago Municipal Building/Boar Room, 440 River Crest Court, Mukwonago, WI 53149

Call to Order

Meeting Called to order by President Winchowky at 6:30pm

Roll Call

Commissioners present:

Fred Winchowky, Village President

Eric Brill

Tim Rutenbeck

John Meiners

Mark Penzkover

Jason Wamser

Also present:

Diana Dykstra, Clerk/ Treasurer/ Administrator

Shay Zervas, Deputy Clerk/ Treasurer

Peter Gesch, Village Planner

Excused:

Karl Kettner

Comments from the Public

No Comments

Closed 6:31pm

Approval of Minutes

Meiners/Rutenbeck motion to approve minutes from September 10, 2024, regular meeting.

Unanimously carried.

Public Hearing

Public hearing on Conditional Use Permit for a free-standing Car Wash (Tsunami Car Wash) located at the south corner of the intersection of Maple Avenue and W. Wolf Run, Parcel MUKV2013995001, applicant (The Redmond Company).

No comment

Closed 6:33pm

New Business

Discussion and possible recommendation to approve Resolution 2024-53 Conditional Use Permit for a free-standing Car Wash (Tsunami Car Wash) located at the south corner of the intersection of Maple Avenue and W. Wolf Run, Parcel MUKV2013995001, applicant (The Redmond Company).

Commissioner Wamser questioned the location of vacuum and asked for more information about color and texture of building, asking to see samples.

Redman Company representative replied that vacuums out front was intentional and would be happy to supply building supply samples.

Trustee Meiners and Brill are alright with location of vacuums

Trustee Brill would like to see the curb to the left of the driveway restored.

Redman Company would just need to clear that restoration of curb with Aldi's as it is their property.

Penzkover/Meiners motioned to recommend to Village Board to approve **Resolution 2024-53** Conditional Use Permit for a free-standing Car Wash (Tsunami Car Wash), Unanimously carried.

New Business

Discussion and possible action to approve PC-Resolution 2024-10 for a Site Plan and Architectural Review for Tsunami Car Wash, Parcel MUKV 2013-995-001

Wamser/Meiners motion to approve **PC-Resolution 2024-10** for a Site Plan and Architectural Review for Tsunami Car Wash with condition they return next month with building samples. Unanimously carried

Discussion and possible action to approve PC-Resolution 2024-11 for an amended Site Plan and Architectural Review for Dunkin Donuts MUKV2014-987

Planner Gesch gave an overview that amendment to SPAR does not change the Conditional Use permit, it is just for review with the changes to site plan for adding Baskin Robbins to the building. They will still need to apply for sign permit and have reviewed by building department.

Meiners/Penzkover motion to approve **PC-Resolution 2024-11** for a Site Plan and Architectural Review for Dunkin Donuts/Baskin Robbins. Unanimously carried

Discussion and possible action to approve PC Resolution 2024-09 for a Site Plan Architectural Review for Semper-FI Roofing & Exteriors at 820 Swan Dr, Parcel MUKV 1970-987

Removed from Agenda by request of applicant as they are postponing work until spring.

Discussion and possible action to approve PC-Resolution 2024- 12 for Site Plan and Architectural Review for L'Bri Pure N' Natural Located at 909 Perkins Drive, Parcel MUKV 1969-996-005 and MUKV 1969-996-006

Planner Gesch provided information about L'Bri asking for a variance regarding parking requirements per zoning code. He stated that a stipulation can be placed in the plan so that if parking is needed in future, it is already set.

Trustee Meiners agrees with allowing for parking variance, if business operations stay the same.

Representative for L'Bri talked about having plan set if more parking is needed. He discussed the green space driveway to have access to the rear of the new building. It would not be for everyday use.

Planner Gesch stated that it should not be an issue adding the stable green space driveway to the back of the new building. This would also allow for easier access to the back of the building if needed for the fire department.

Meiners/Rutenbeck motion to approve **PC-Resolution 2024-12** for a Site Plan and Architectural Review for L'Bri Pure N' Natural. Unanimously carried

Discussion and possible action to approve PC- Resolution 2024-13 for Site Plan and Architectural Review for Porch Bar located at 204 S. Rochester Street Parcel MUKV 1976-122

Planner Gesch stated work had already been done prior to review and it does meet requirements for building and zoning.

Building Inspector Rutenbeck commented that the building does meet all exit requirements.

Planning Commission asked that exterior remodel be completed and approved before occupancy is granted.

Meiners/Wamser motion to approve **PC-Resolution 2024-13** for Site Plan and Architectural Review for The Porch Bar located 204 S. Rochester St.

Status Update regarding Zoning Code

Planner Gesch discussed getting a draft from Tim Schweche for board members to review in November and then come back in December.

Trustee Meiners requested that Tim Rutenbeck and Tim Schweche discuss first and resolve any issues before they come to the board for discussion.

Adjournment

Meeting adjourned at 7:31pm

Respectfully Submitted,
Shay Zervas
Deputy Clerk/Treasurer

PLAN COMMISSION STAFF REPORT

TO: Village of Mukwonago Plan Commission

FROM: Peter Gesch, P.E., Ruekert & Mielke, Inc.

REPORT DATE: November 3, 2024

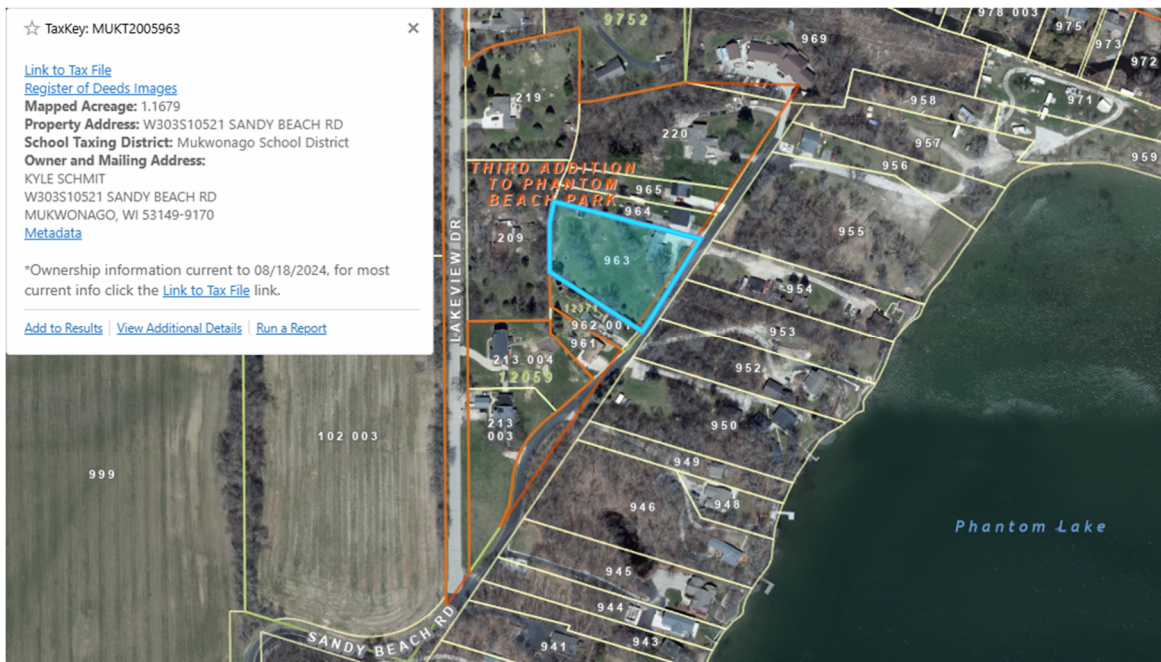
MEETING DATE: November 12, 2024, 6:30 P.M.

SUBJECT: Extraterritorial Review – Certified Survey Map – W303S10521 Sandy Beach Road, Town of Mukwonago, WI 53149 - MUKT2005963

BASIC INFORMATION	
Project:	Extraterritorial Zoning Review
Applicant:	Kyle Schmit
Tax Keys:	MUKT2005963
Consulting Surveyor:	Metropolitan Survey
Request:	Approve ETZ Review and Sign CSM
Staff Recommendation:	Approve and Sign

Project Summary & Overview

The subject parcel lies within 1.5 Miles of the Village's Corporate Boundary and is therefore within the Village's extraterritorial review boundary. The applicant is seeking approval of the CSM for their parcel. Staff have reviewed the CSM and have no objections to the document.



~Mukwonago, Village of > 12-10215 > Schmitt CSM - MUKT > Staff Report-20241103-Schmitt-ETZ~

Staff Report – ETZ
Schmit CSM
November 3, 2024
Page 2

Recommended Action

Recommend to the Village Board to Approve CSM as submitted and set forth in the attached resolution and authorize the Village President and Village Clerk to sign. The approval is contingent on the approval by the Town of Mukwonago and Waukesha County Parks and Land Use. The Village will sign the document after the other entities have approved and signed the CSM.

Attachments

1. Certified Survey Map
2. Resolution



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

Date Submitted: 10-23-24

FEES

(Please check one)

- ☐ Minor Site Plan (No Building): \$160.00
☐ Major Site Plan; New Building/Addition (> 600 sq. ft.): \$475.00 plus \$.02 per sq. ft.
☐ Planned Unit Development (PUD) Review: \$225.00 plus \$50.00/unit
☒ Other (See Current Fee Schedule) Extra Territorial CSM

CONTACTS

Building Department

Contact: Supervisor of Inspections
Tim Rutenbeck
Phone: (262) 363-6419 Option 1
Fax: (262) 363-6425
Email: trutenbeck@villageofmukwonago.gov

Zoning and Planning

Contact: Village Planner
Peter Gesch
Phone: (262) 542-5733
Fax: (262) 363-6425
Email: pgesch@ruekert-mielke.com

GUIDELINES

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

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

Mail completed applications to: Village Planner
440 River Crest Ct
Mukwonago, WI 53149
Deliver to: Village Clerk's Office
440 River Crest Ct
Email to: trutenbeck@villageofmukwonago.gov

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

APPLICANT (Full Legal Name)

Name: Kyle Schmit
Company: -
Address: W303510521 Sandy Beach Rd City: Mukwonago State: WI Zip: 53149
Daytime Phone: 262-385-1668 Fax: _____
E-Mail: 6PRCompany@aol.com

APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: _____
Company: _____
Address: _____ City: _____ State: _____ Zip: _____
Daytime Phone: _____ Fax: _____
E-Mail: _____

ARCHITECT

Name: _____
Company: _____
Address: _____ City: _____ State: _____ Zip: _____
Daytime Phone: _____ Fax: _____
E-Mail: _____

PROFESSIONAL ENGINEER

Name: _____
Company: _____
Address: _____ City: _____ State: _____ Zip: _____
Daytime Phone: _____ Fax: _____
E-Mail: _____

REGISTERED SURVEYOR

Name: Metropolitan Surveying - Dennis Sauer
Company: Metropolitan Surveying
Address: 9482 S. 76th ST City: Franklin State: WI Zip: 53132
Daytime Phone: 414-529-5380 Fax: _____
E-Mail: Survey@MetropolitanSurveying.com

CONTRACTOR

Name: GPR Builders LLC, Greg Prahl ST
Company: _____
Address: 431 W. Main ST City: Waukesha State: WI Zip: 53186
Daytime Phone: 262-385-6688 Fax: _____
E-Mail: GPRCompany@aol.com

PROPERTY INFORMATION

Property Owner (s) (if different from applicant): SAME

Address: _____ City: _____ State: _____ Zip: _____

Daytime Phone: _____ Fax: _____

E-Mail: _____

Present Zoning: _____ Tax Key No(s): _____

Location/Address: _____

Present Use: _____ Intended Use: _____

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

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

Application:

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

Other Documents:

- ☐ One(1) complete set of Application and materials, in addition to the original, for Village of Mukwonago review.
 - ☐ Project Summary: Please attach a statement detailing the reasons and background for this request including: details of proposal, services provided, wares sold, plans and hours of operation, number of employees, frequency of customer visits, frequency of deliveries to site, description of any interior/exterior modifications or additions to be made to property, any outside storage (dumpsters, trucks, materials...), number of parking stalls, screening/buffer type, any other information available. **PLEASE EXPLAIN IN DETAIL.**
 - ☐ **Electronic Submittals are required.** Email (or CD ROM) with all plans and submittal materials in Adobe PDF to trutenbeck@villageofmukwonago.gov .
 - ☐ Any additional information as determined by Village staff.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
 - All Site Plan, Architectural, and Planned Unit Development review requests require Plan Commission review and Village Board approval.

CERTIFICATION

Applicant hereby certifies that:

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

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

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

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

Kyle Schmit
Signature - Property Owner

Kyle Schmit
Name & Title (PRINT)

10-22-24
Date

Signature - Applicant

Name & Title (PRINT)

Date

Signature - Property Owner

Name & Title (PRINT)

Date

Signature - Applicant's Representative

Name & Title (PRINT)

Date

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

CERTIFIED SURVEY MAP NO. _____

Being a combination of part of Lots 1-6, all of Lot 7, part of Lots 8-10 and the East 1/2 of Vacated Klett Drive in Block 14 in the Third Addition to Phantom Beach Park, being a part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, Town of Mukwonago, Waukesha County, Wisconsin

NW Cor.
NE 1/4
Sec. 34-5-18
(Corner location falls
in a marsh at Lower
Phantom Lake)
N= 316,808.08
E= 2,409,436.73

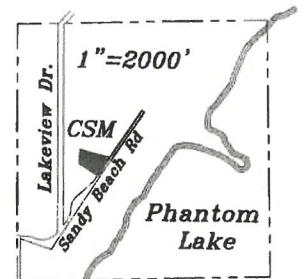
Witness Corner
for the NW Cor.
NE 1/4
Sec. 34-5-18
(Conc. Monu.
w/Brass Cap)
N= 316,667.09
E= 2,409,437.68

Notes:

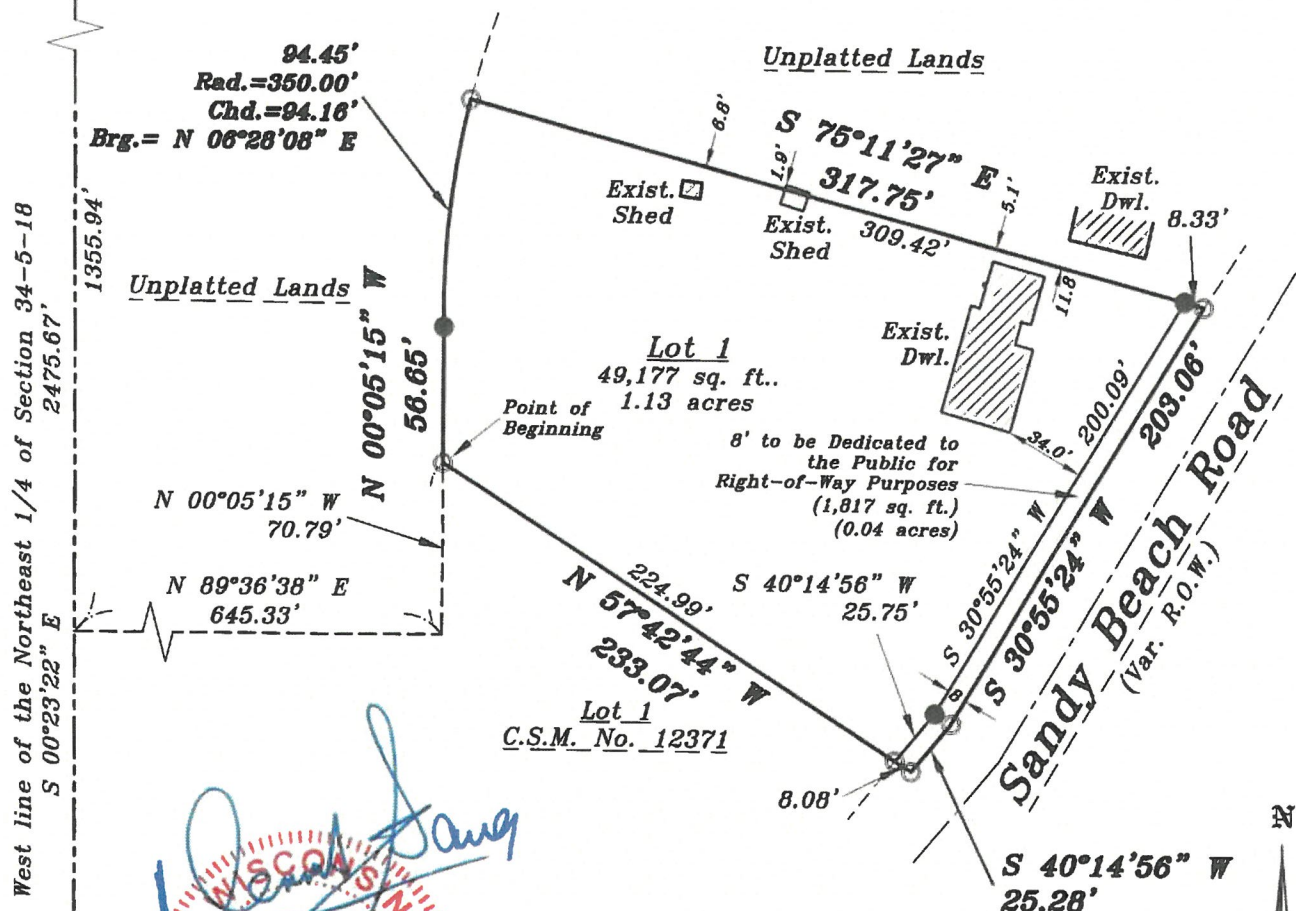
- - Denotes iron pipe found and accepted.
- - Denotes 1"x24" iron pipe set,
weighing 1.13 lbs/lin. ft. min.

Map bearings refer to Grid North
of the Wisconsin State Plane
Coordinate System, South Zone (NAD-83),
with the West line of the NE 1/4 of
Section 34, T5N, R18E having an
assumed bearing of S 0°23'22" E.

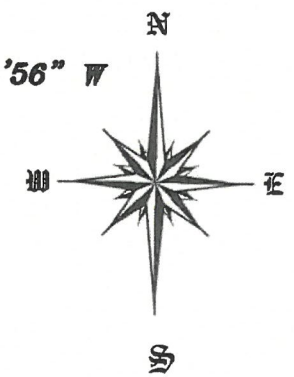
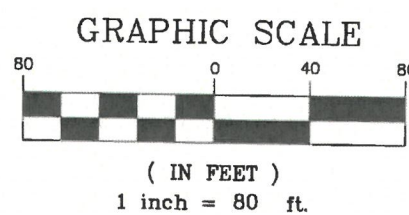
Vicinity Map



NE 1/4 Sec. 34-5-18



Dennis C. Sauer
DENNIS
C SAUER
S-2421
FRANKLIN
WISCONSIN
LAND SURVEYOR
October 20, 2024



Prepared for:

Kyle Schmit
W303 S10521 Sandy Beach Road
Mukwonago, WI 53149

Prepared by:

Dennis C. Sauer PLS 2421
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

NOTES:

1. This entire property is within the jurisdiction of the Waukesha County Shoreland and Floodland Protection Ordinance.
2. No documents found of easements, existing or proposed on the Subject Property.

CERTIFIED SURVEY MAP NO. _____

Being a combination of part of Lots 1-6, all of Lot 7, part of Lots 8-10 and the East 1/2 of Vacated Klett Drive in Block 14 in the Third Addition to Phantom Beach Park, being a part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, Town of Mukwonago, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Dennis C. Sauer, Professional Land Surveyor, do hereby certify:

That I have surveyed, combined, dedicated and mapped a combination of part of Lots 1-6, all of Lot 7, part of Lots 8-10 and the East 1/2 of Vacated Klett Drive in Block 14 in the Third Addition to Phantom Beach Park, being a part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, Town of Mukwonago, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the witness corner for the Northwest corner of the Northeast 1/4 of Section 34, Town 5 North, Range 18 East; thence S 00°23'22" E along the West line of said Northeast 1/4, 1355.94 feet; thence N 89°36'38" E, 645.33 feet; thence N 00°05'15" W, 70.79 feet to the point of beginning of the lands to be described; thence continuing N 00°05'15" W, 56.65 feet; thence 94.45 feet along the arc of a curve to the northeast, whose center lies to the southeast, whose radius is 350.00 feet, whose chord bears N 06°28'08" E, 94.16 feet; thence S 75°11'27" E, 317.75 feet to a point on the northwesterly right-of-way line of Sandy Beach Road; thence S 30°55'24" W along said northwesterly right-of-way line, 203.06 feet; thence S 40°14'56" W along said northwesterly right-of-way line, 25.28 feet; thence N 57°42'44" W, 233.07 feet to the point of beginning.

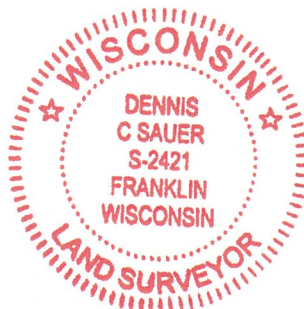
Said lands containing 50,994 sq. ft (1.17 acres) including lands to be dedicated to the public for right-of-way purposes.

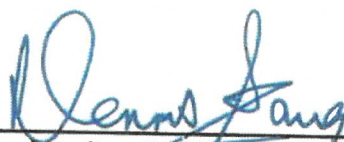
That I have made such survey, land combination, dedication and map by the direction of Kyle Schmit, owner of said land.

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 236.34 of the Wisconsin State Statutes, and the ordinances of Waukesha County, Town of Mukwonago and the Village of Mukwonago, in surveying, dividing and mapping the same.

October 20, 2024
Date




Dennis C. Sauer
Professional Land Surveyor S-2421

PREPARED FOR:
Kyle Schmit
W303 S10521 Sandy Beach Road
Mukwonago, WI 53149

PREPARED BY:
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

CERTIFIED SURVEY MAP NO. _____

Being a combination of part of Lots 1-6, all of Lot 7, part of Lots 8-10 and the East 1/2 of Vacated Klett Drive in Block 14 in the Third Addition to Phantom Beach Park, being a part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, Town of Mukwonago, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE:

Kyle Schmit, as owner, does hereby certify that he has caused the lands described on this map to be surveyed, combined, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the ordinances of Waukesha County and the Town of Mukwonago.

IN WITNESS WHEREOF, the said Kyle Schmit, has caused these presents to be signed at _____, Wisconsin, this _____ day of _____, 20____.

Kyle Schmit, Owner

STATE OF WISCONSIN)
_____ COUNTY) SS

PERSONALLY, came before me this _____ day of _____, 20____, Kyle Schmit, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature

Print Name: _____
Notary Public-State of Wisconsin
My Commission Expires: _____

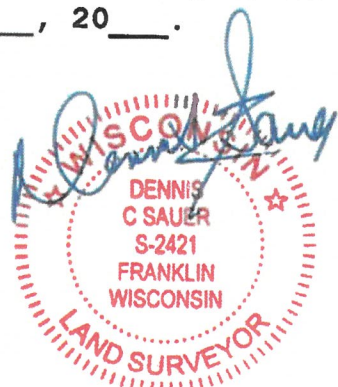
STATE OF WISCONSIN)
_____ COUNTY) SS

CONSENT OF MORTGAGEE

WAUKESHA STATE BANK, 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, combining, mapping and dedication of the land described on this map and does hereby consent to the above certification of owner.

IN WITNESS WHEREOF, the said Waukesha State Bank, has caused these presents to be signed by Liz Lijewski, Assistant Vice President and Bank Manager, at _____, Wisconsin, this _____ day of _____, 20____.

Liz Lijewski
Assistant Vice President
Bank Manager
Waukesha State Bank



CERTIFIED SURVEY MAP NO. _____

Being a combination of part of Lots 1-6, all of Lot 7, part of Lots 8-10 and the East 1/2 of Vacated Klett Drive in Block 14 in the Third Addition to Phantom Beach Park, being a part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, Town of Mukwonago, Waukesha County, Wisconsin.

CONSENT OF MORTGAGEE CONTINUED

STATE OF WISCONSIN)
_____ COUNTY) SS

PERSONALLY came before me this _____ day of _____, 20____, Liz Lijewski, Assistant Vice President and Bank Manager of Waukesha State Bank, 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
State of Wisconsin
My Commission Expires _____

TOWN BOARD APPROVAL:

APPROVED by the Town Board of the Town of Mukwonago, Wisconsin, this _____ day of _____, 20____.

Peter Topczewski, Chairman

Kathy Karalewitz, Clerk/Treasurer

VILLAGE OF MUKWONAGO APPROVAL:

APPROVED by the Village Board of the Village of Mukwonago, Wisconsin, this _____ day of _____, 20____.

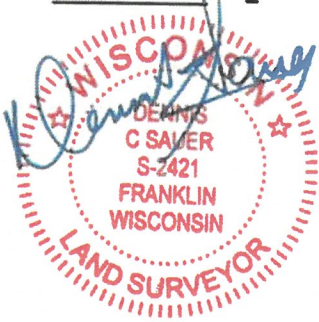
Fred Winchowsky, President

Diana Dykstra, Clerk-Treasurer

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

The above, which has been filed for approval as required by Chapter 236.34 of the Wisconsin State Statutes, is hereby approved on this _____ day of _____, 20____.

Dale R. Shaver, Director



October 20, 2024

THIS INSTRUMENT WAS DRAFTED BY:
Dennis C. Sauer, P.L.S. S-2482

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

RESOLUTION NO. 2024-61

**RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR THE PROPERTY LOCATED
AT W303S10521 SANDY BEACH ROAD IN THE TOWN OF MUKWONAGO (MUKVT
2005963), WAUKESHA COUNTY**

WHEREAS, Kyle Schmit, owner of the property at W303S10521 has submitted a certified survey map to the Village for review; and

WHEREAS, the property is located in the Village's extraterritorial review area and is therefore subject to review by the Village; and

WHEREAS, the Village Plan Commission reviewed the petitioner's request at their meeting on November 12, 2024, and recommended approval of the same as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED, the Village Board of the Village of Mukwonago approves the proposed certified survey map as submitted and the Village President is authorized to sign the submitted certified survey map.

Passed and adopted by the Village of Mukwonago Village Board this 20th day of November, 2024.

VILLAGE OF MUKWONAGO

By: _____
Fred Winchowky, Village President

Attest: _____
Diana Dykstra, Village Clerk

PLAN COMMISSION STAFF REPORT

TO: Village of Mukwonago Plan Commission

FROM: Peter Gesch, P.E., Ruekert & Mielke, Inc.

REPORT DATE: November 4, 2024

MEETING DATE: November 12, 2024, 6:30 P.M.

SUBJECT: Cardinal Ridge Subdivision – Phase 1 Final Plat Approval

BASIC INFORMATION	
Project:	Cardinal Ridge Subdivision
Applicant:	Neumann Developments, Inc.
Consulting Engineer:	Trio Engineering
Request:	Approval – Final Plat – Phase 1
Staff Recommendation:	Approve with Conditions

Project Summary & Overview

A Final Plat for Phase 1 of the Cardinal Ridge Subdivision has been submitted for review and approval. This is a partial Final Plat for the subdivision and only incorporates the first Phase of the project. Future phases will be platted as additions to the subdivision as they are brought forth for construction and approval.

The Village of Mukwonago approved the preliminary plat, with conditions, at their regularly scheduled Village Board Meeting on March 20, 2024. All conditions have been met for this phase of the subdivision. There are specific requests such as an area for a subdivision park and making the connection to Edgewood Avenue a boulevard entrance that will be addressed in future platted phases – these conditions do not apply at this time.

Waukesha County Parks and Land Use have reviewed the Final Plat and have issued a conditional approval letter that is attached. Staff agrees with their required changes. The recommended actions within the letter are at the discretion of the Developer.

Staff Review

Engineering	No comments at this time.
Public Works	No comments at this time.
Utilities	No comments at this time.
Police	No comments at this time.
Fire	No comments at this time.
Building Inspection	No comments at this time.
Planning	No comments at this time.

Staff Report – Final Plat – Phase 1
Cardinal Ridge Subdivision
November 4, 2024
Page 2

Recommended Action

Staff recommends the Planning Commission recommend approval to the Village Board for the Final Plat for Phase 1 of this subdivision, as outlined in the provided resolution.

Attachments

1. Waukesha County Conditional Approval
2. Cardinal Ridge Final Plat – Phase 1
3. DRAFT HOA Deed Restrictions



Waukesha County

Department of Parks and Land Use

TO: State of Wisconsin-Department of Administration (Plat Review)

NOTICE OF: Certification of No Objection to Final Plat

DATE OF REVIEW: October 29, 2024

RE: Subdivision Plat known as: **Cardinal Ridge (formerly Cardinal Crest)**
File No. 2087

LOCATION: Part of the SW ¼ and SE ¼ of Section 19, T5N, R19E, Village of Mukwonago and Village of Vernon

SUBMITTED BY: Wisconsin Department of Administration-Plat Review

SURVEYOR: Ted Indermuehle, P.L.S
Trio Engineering
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005

DATE RECEIVED: October 9, 2024

DATE OF PLAT: April 16, 2024

SUBDIVIDER: Neumann Developments, Inc.
N27W24025 Paul Ct., Suite 100
Pewaukee, WI 53072

Planning and Zoning

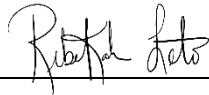
REMARKS: Conditional Certification of No Objection to this Final Plat is based on the following conditions being complied with prior to the recordation of the Final Plat:

1. The scale of the plat is missing and shall be noted next to the scale bar.
2. Any existing wells and/or septic systems shall be properly abandoned. An abandonment report shall be submitted to Waukesha County Environmental Health Division.
3. All easements shall be identified on the plat.

In addition, we recommend the following:

4. Consider whether a temporary access easement over Outlot 2 to allow the developer access to Outlot 3 is necessary.
5. We recommend that the developer consult with the property owner of the location and function of any drain tile that may be present on the property and how it may impact the development.
6. We recommend that a temporary turn-around at the end of Cardinal Lane be shown until future phases are developed to the north.

SIGNED:



Rebekah Leto
Senior Planner

For information regarding this review, please contact Jacob Heermans at (262) 548-7790 or jheermans@waukeshacounty.gov.

Cc via email:

Ted Indermuehle, PLS
Neumann Developments, Developer
Village of Mukwonago Planner
Village of Mukwonago Clerk
Village of Vernon Clerk
Village of Vernon Planner
WE Energies – Plat Review
AT&T – Plat Review
Brightspeed – Plat Review
SEWRPC
Marissa Castello, Waukesha County Land Resources Division
Register of Deeds, Recording
File

- — Indicates Set 1,270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- — Indicates Found 1" Iron Pipe.

- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to the Grid North of the Wisconsin State Plane Coordinate System (NAD83/2011) — South Zone, in which the West line of the S.E. 1/4 of Section 19, T. 5 N., R. 19 E., is taken to bear South 01°30'43" East.
- The Public Stormwater Drainage Easement is herein granted to the Village of Mukwonago.
- The Owners of all Lots within this Subdivision and any future additions to this Subdivision shall each own an equal undivided fractional interest in Outlots 1 and 2 of this Subdivision and designated Outlots within any future additions to this Subdivision. Mukwonago County shall not be liable for any fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlot 1 and Outlot 2. The Owners of all Lots within this Subdivision and any future additions to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- Wetland boundaries shown herein are based on a field delineation and Wetland Delineation Report prepared by Dave Meyer of Wetland & Waterway Consulting, LLC, conducted in October of 2020.
- Outlot 3 is to be retained by the developer for future development.

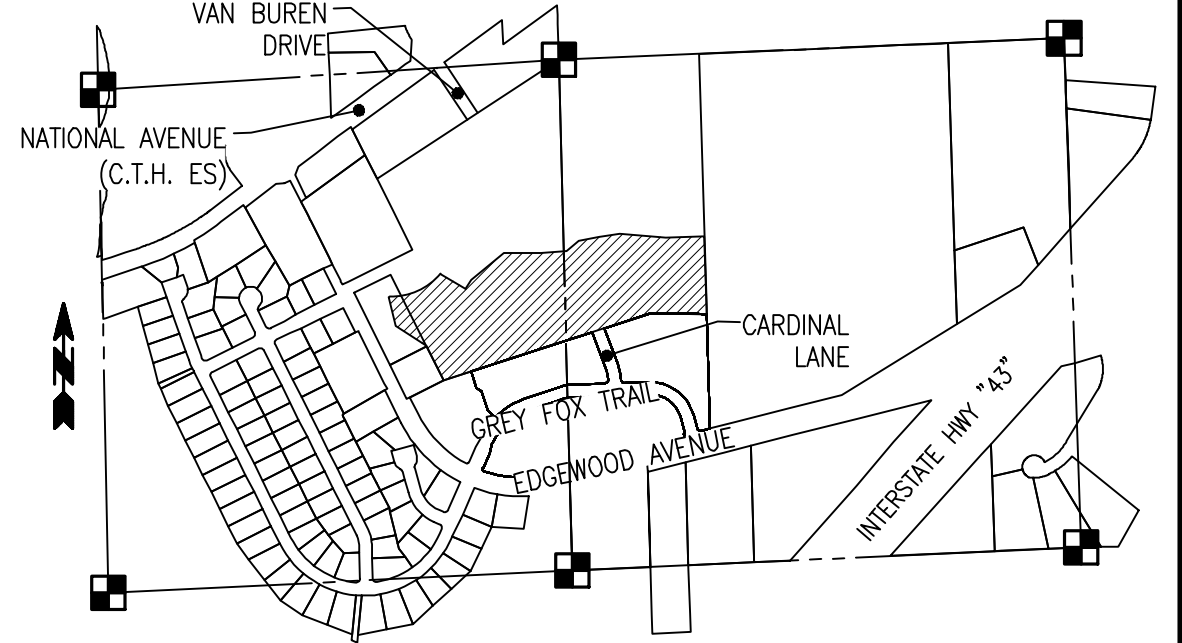
1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukeisha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., invasive species, trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukeisha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukeisha County Department of Parks and Land Use-Planning and Zoning Division shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be achieved outside of the Conservancy/Wetland/Primary Environmental Corridor and with approval from the municipality in which this land is located and, if applicable, the Waukeisha County Department of Parks and Land Use-Planning and Zoning Division.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited within the Conservancy/Wetland area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor area.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukeisha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8142Z ALONG WITH UNPLATTED LANDS ALL LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWN 5 NORTH, RANGE 19 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

Certified _____, 20____

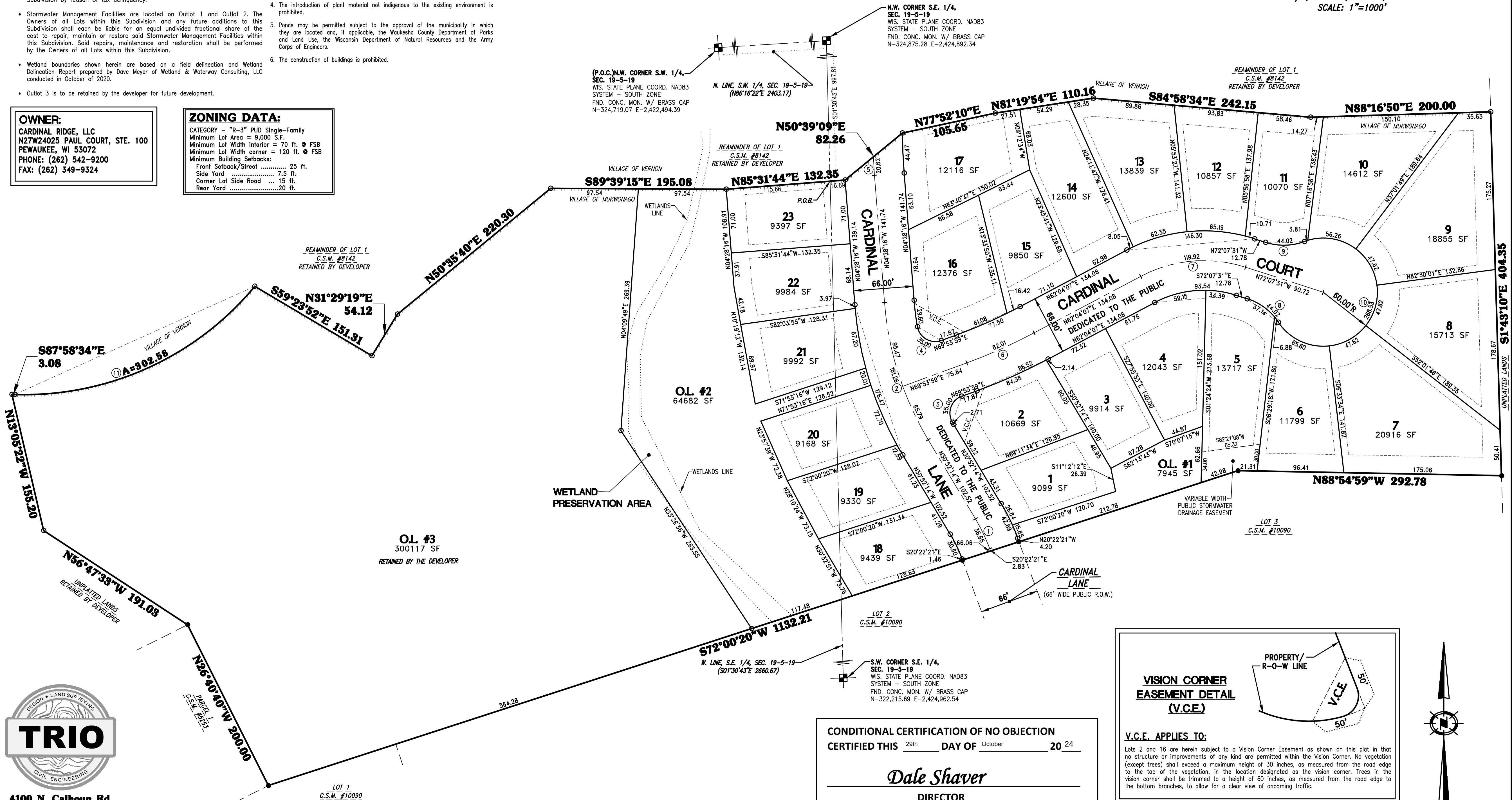
S. 1/2, SEC. 19, T. 5 N., R. 19 E.
SCALE: 1"=1000'



ZONING DATA:

CATEGORY - "R-3" PUD Single-Family
Minimum Lot Area = 9,000 S.F.
Minimum Lot Width interior = 70 ft. ● FSE
Minimum Lot Width corner = 120 ft. ● FSI
Minimum Building Setbacks:

Front Setback/Street	25 ft.
Side Yard	7.5 ft.
Corner Lot Side Road ...	15 ft.
Rear Yard	20 ft.



**DIRECTOR
WAUKESHA COUNTY DEPT OF PARKS & LAND USE**

V.C.E. APPLIES TO:

Lots 2 and 16 are herein subject to a Vision Corner Easement as shown on this plat in that no structure or improvements of any kind are permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 30 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.

CARDINAL RIDGE

BEING A PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 8142, ALONG WITH UNPLATTED LANDS ALL LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWN 5 NORTH, RANGE 19 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

CURVE TABLE:

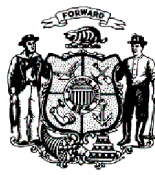
NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	BEARING	TANGENT IN	TANGENT OUT
1	CENTERLINE	200.00	10°29'53"	36.65	36.59	S25°37'17.5"E	S30°52'14"E	S20°22'21"E
	E. R.O.W.	233.00	10°29'53"	42.69	42.63	N25°37'17.5"W	N20°22'21"W	N30°52'14"W
	OUTLOT 1	233.00	3°53'53"	15.85	15.85	N22°19'17.5"W	N20°22'21"W	N24°16'14"W
	LOT 1	233.00	6°36'00"	26.84	26.82	N27°34'14"W	N24°16'14"W	N30°52'14"W
	LOT 18	167.00	10°29'53"	30.60	30.56	N25°37'17.5"W	N20°22'21"W	N30°52'14"W
	CENTERLINE	350.00	26°23'58"	161.26	159.84	S17°40'15"E	S04°28'16"E	S30°52'14"E
	SOUTH	350.00	10°46'13"	65.79	65.69	S25°29'07.5"E	S20°06'01"E	S30°52'14"E
	NORTH	350.00	15°37'45"	95.47	95.18	S12°17'08.5"E	S04°28'16"E	S20°06'01"E
	LOT 2	317.00	0°29'26"	2.71	2.71	S30°37'31"E	S30°22'48"E	S30°52'14"E
	LOT 16	317.00	5°20'59"	29.60	29.59	S07°08'45.5"E	S04°28'16"E	S09°49'15"E
	W. R.O.W.	383.00	26°23'58"	176.47	174.91	S17°40'15"E	S04°28'16"E	S30°52'14"E
	LOT 19	383.00	1°52'58"	12.59	12.58	S29°55'45"E	S28°59'16"E	S30°52'14"E
	LOT 20	383.00	10°52'32"	72.70	72.59	S23°33'00"E	S18°06'44"E	S28°59'16"E
	OUTLOT 2	383.00	2°59'35"	20.01	20.01	S16°36'56.5"E	S15°07'09"E	S18°06'44"E
	LOT 21	383.00	10°03'14"	67.20	67.12	S10°05'32"E	S05°03'55"E	S15°07'09"E
	LOT 22	383.00	0°35'39"	3.97	3.97	S04°46'05.5"E	S04°28'16"E	S05°03'55"E
	LOT 2	20.00	100°16'47"	35.00	30.70	S19°45'35.5"W	S69°53'59"W	S30°22'48"E
	LOT 16	20.00	100°16'46"	35.00	30.70	S59°57'38"E	S09°49'15"E	N69°53'59"E
5	CENTERLINE	700.00	1°41'16"	20.62	20.62	S03°37'38"E	S02°47'00"E	S04°28'16"E
	LOT 17	667.00	3°49'12"	44.47	44.46	S02°33'40"E	S00°39'04"E	S04°28'16"E
	CENTERLINE	600.00	7°49'52"	82.01	81.94	S65°59'03"W	S62°04'07"W	S69°53'59"W
	S. R.O.W.	633.00	7°49'52"	86.52	86.45	N65°59'03"E	N69°53'59"E	N62°04'07"E
	LOT 2	633.00	7°38'15"	84.38	84.32	N66°04'51.5"E	N69°53'59"E	N62°15'44"E
	LOT 3	633.00	0°11'37"	2.14	2.14	N62°09'55.5"E	N62°15'44"E	N62°04'07"E
	N. R.O.W.	567.00	7°49'52"	77.50	77.44	N65°59'03"E	N69°53'59"E	N62°04'07"E
	LOT 16	567.00	6°10'20"	61.08	61.05	N66°48'49"E	N69°53'59"E	N63°43'39"E
	LOT 15	567.00	1°39'32"	16.42	16.42	N62°53'53"E	N63°43'39"E	N62°04'07"E
7	CENTERLINE	150.00	45°48'22"	119.92	116.75	S84°58'18"W	N72°07'31"W	S62°04'07"W
	S. R.O.W.	117.00	45°48'22"	93.54	91.07	S84°58'18"W	N72°07'31"W	S62°04'07"W
	LOT 4	117.00	28°57'50"	59.15	58.52	S76°33'02"W	N88°58'03"W	S62°04'07"W
	LOT 5	117.00	16°50'32"	34.39	34.27	N80°32'47"W	N72°07'31"W	N88°58'03"W
	N. R.O.W.	183.00	45°48'22"	146.30	142.44	S84°58'18"W	N72°07'31"W	S62°04'07"W
	LOT 14	183.00	2°31'13"	8.05	8.05	S63°19'43.5"W	S64°35'20"W	S62°04'07"W
	LOT 13	183.00	19°31'13"	62.35	62.05	S74°20'56.5"W	S84°06'33"W	S64°35'20"W
	LOT 12	183.00	20°24'40"	65.19	64.85	N85°41'07"W	N75°28'47"W	S84°06'33"W
	LOT 11	183.00	3°21'16"	10.71	10.71	N73°48'09"W	N72°07'31"W	N75°28'47"W
8	S. R.O.W.	66.00	38°12'48"	44.02	43.21	N53°01'07"W	N33°54'43"W	N72°07'31"W
	LOT 5	66.00	32°14'26"	37.14	36.65	N56°00'18.5"W	N39°53'06"W	N72°07'31"W
	LOT 6	66.00	5°58'23"	6.88	6.88	N36°53'54.5"W	N33°54'43"W	N39°53'06"W
9	LOT 11	66.00	38°12'47"	44.02	43.21	N88°46'05.5"E	S72°07'31"E	N69°39'42"E
	E. R.O.W.	60.00	256°25'35"	268.53	94.29	N17°52'29.5"E	S33°54'43"E	S69°39'42"W
	LOT 6	60.00	62°38'51"	65.60	62.38	S65°14'08.5"E	S33°54'43"E	N83°26'26"E
	LOT 7	60.00	45°28'12"	47.62	46.38	N60°42'20"E	N83°26'26"E	N37°58'14"E
	LOT 8	60.00	45°28'13"	47.62	46.38	N15°14'07.5"E	N37°58'14"E	N07°29'59"W
	LOT 9	60.00	45°28'12"	47.62	46.38	N30°14'05"W	N07°29'59"W	N52°58'11"W
	LOT 10	60.00	53°43'54"	56.26	54.23	N79°50'08"W	N52°58'11"W	S73°17'55"W
	LOT 11	60.00	3°38'13"	3.81	3.81	S71°28'48.5"W	S73°17'55"W	S69°39'42"W
	OUTLOT 3	333.00	52°03'40"	302.58	292.27	N65°43'43"E	S88°14'27"E	N39°41'53"E



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 ____



Department of Administration

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped lands being a part of Lot 1 of Certified Survey Map Number 8142, and Unplatted Lands all located in the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 19 East, in the Village of Mukwonago, Waukesha County, Wisconsin., now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of said Section 19; Thence North 86°16'22" East along the North line of said Southwest 1/4 Section a distance of 2403.17 feet to a point said point being the Center of Section 19; Thence South 01°30'45" East along the West line of the Southeast 1/4 Section 19, 997.81 feet to the place of beginning of lands hereinafter described;

Thence North 85°31'44" East 16.69 feet to a point; Thence North 50°39'09" East 82.26 feet to a point; Thence North 77°52'10" East 105.65 feet to a point; Thence North 81°19'54" East 110.16 feet to a point; Thence South 84°58'34" East 242.15 feet to a point; Thence North 88°16'50" East 200.00 feet to a point on the East line of said Lot 1; Thence South 01°43'10" East along said East line, 404.35 feet to a point on the South line of said Lot 1; Thence North 88°54'59" West along said South line, 292.78 feet to a point; Thence South 72°00'20" West along said South line, 1132.21 feet to a point on the Easterly line of Certified Survey Map Number 5253; Thence North 26°40'40" West along said Easterly line, 200.00 feet to a point; Thence North 56°47'33" West 191.03 feet to a point; Thence North 13°05'22" West 155.20 feet to a point; Thence South 87°58'34" East 3.08 feet to a point; Thence Northeasterly 302.58 feet along the arc of a curve whose center lies to the North, whose radius is 333.00 feet, whose central angle is 52°03'40" and whose chord bears North 65°43'43" East 292.27 feet to a point; Thence South 59°23'52" East 151.31 feet to a point; Thence North 31°29'19" East 54.12 feet to a point; Thence North 50°35'40" East 220.30 feet to a point; Thence South 89°39'15" East 195.08 feet to a point; Thence North 85°31'44" East 115.66 feet to the point of beginning of this description.

Said Land contains 718,743 Square Feet (or 16.5001 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of CARDINAL RIDGE, 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 Wisconsin Statutes and the subdivision regulations of the Village of Mukwonago in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 ____.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

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

APPROVING AGENCIES:

- Village of Mukwaonago

AGENCIES WHO MAY OBJECT:

- State of Wisconsin, Department of Administration
- Waukesha County, Department of Parks and Land Use

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

CARDINAL RIDGE, LLC

Bryan Lindgren, President of Neumann
Developments, its Sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20____, the above named Bryan Lindgren, of Cardinal Ridge LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such President, and acknowledged that he executed the foregoing instrument as such officer as the deed of said President, by its authority.

Print Name: _____
Public, _____ County, WI
My Commission Expires: _____

UTILITY EASEMENT PROVISIONS:

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

CARDINAL RIDGE, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

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

Spectrum Mid-America LLC, Grantee

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

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

VILLAGE BOARD APPROVAL:

Resolved, that the plat of "CARDINAL RIDGE", being located in a part of the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 and Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 19, Town 5 North, Range 19 East, in the Village of Mukwonago, Waukesha County, Wisconsin, is hereby approved conditionally by the Village of Mukwonago Board.

Fred Winchowky, Village President

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

Diana Dykstra, Village Clerk/Treasurer

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

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

Pamela F. Reeves, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

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

Diana Dykstra, Village Treasurer/Clerk

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of CARDINAL RIDGE, LLC, owner, this _____ day _____ of _____, 20 ____.

MIDLAND STATES BANK

David Sobojinski, Senior Commercial
Relationship Manager

STATE OF ILLINOIS)
) SS
COUNTY OF EFFINGHAM)

Personally came before me this _____ day of _____, 20____, the above named David Sobojinski, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Midland States Bank of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____ IL
My Commission Expires: _____

**DECLARATION OF
PROTECTIVE COVENANTS
OF CARDINAL RIDGE**

THIS DECLARATION OF PROTECTIVE COVENANTS of Cardinal Ridge (the “***Declaration***”) is made this ____ day of _____, 2025, by Cardinal Ridge, LLC, a Wisconsin limited liability company (“***Declarant***”).

RECITALS

WHEREAS, Declarant owns the real estate located in the Village of Mukwonago, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “***Property***”).

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the Subdivision will be a platted subdivision consisting of approximately ninety-five (95) single-family lots; Phase 1 will consist of twenty-three (23) lots and Two (2) outlots, as more particularly described on Exhibit A and as depicted on Exhibit B, as they are attached hereto and incorporated herein.

WHEREAS, at the time of this Declaration, the Declarant desires to subject the lots and outlots of the Subdivision, to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter

Name and Return Address:

Cardinal Ridge, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s):

MUKV2091995001

defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 “**Association**” shall mean Cardinal Ridge Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 “**ACC**” shall mean the Architectural Control Board as established by the Declarant.

1.3 “**Amenity Area**” shall mean that area as more particularly described in Article 7. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4 “**Association Insurance**” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 “**Board**” or “**Board of Directors**” shall mean the governing body of the Association, elected according to the Bylaws.

1.6 “**Building**” shall mean any freestanding structure located in the Subdivision. A “**dwelling**” or a “**home**” is a Building intended for occupancy in accordance with Article 6.

1.7 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

1.8 “**Common Areas**” shall mean the easements, Outlots [other than the Expansion Area], Amenity Area, and those areas identified on that certain Plat of Subdivision as recorded in the Register’s Office.

1.9 “**Common Improvements**” shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.10 “**County**” shall mean the County of Waukesha, Wisconsin.

1.11 “**Declarant**” shall mean Cardinal Ridge, LLC and its successors and assigns pursuant to Section 15 of this Declaration.

1.12 “**Declaration**” shall mean this Declaration as the same may be amended from time to time.

1.13 “**Developer**” shall mean Cardinal Ridge, LLC.

1.14 “**Director**” shall mean a member of the Board.

1.15 “**Documents**” shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.1 “**Easement**” shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.2 “**Expansion Area**” shall mean any land in general physical proximity to the Subdivision as described in Section 11.2.5, title to which is at this time or at the time of any future expansion held in whole or in part by Declarant.

1.3 “**Lot**” shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term “Lot” will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Article 11.

1.4 “**Mortgage**” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.5 “**Mortgagee**” shall mean the holder of a Mortgage.

1.6 “**Municipality**” or “**Municipal**” shall mean the Village of Waterford, Wisconsin.

1.7 “**Natural Materials**” shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to masonry, stone, cement board, or LP SmartSide Siding or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.8 “**Occupant**” shall mean the Owner and any other person residing in a Building.

1.9 “**Owner**” shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.10 “**Outlot**” or “**Outlots**” shall mean an outlet as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.11 “**Pet**” shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.12 “**Plat**”, “**Plat of Subdivision**”, or “**Final Plat**” shall mean the Plat of Cardinal Ridge, as recorded with the Register’s Office on _____, 2025 as Document No. _____ and attached hereto as Exhibit B.

1.13 “**Register’s Office**” shall mean the office of the Register of Deeds for County in which the project is located.

1.14 “**Rules**” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.15 “**Storm Water Facilities**” shall mean the private storm water basins installed in Outlot(s) together with the easements as shown on the Final Plat.

1.16 “**Storm Water Management Agreement**” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office.

1.17 “**Storm Water Permit**” shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.18 “**Subdivision**” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B, as may be expanded.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from Declarant’s conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) ten (10) years from the date of this Declaration; or (c) Declarant’s election to waive its rights to control the ACC. Upon Declarant’s surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant’s approval. For the avoidance of doubt, for purposes of this Section a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

(a) commencement of construction of any Building or other improvements or alteration on any Lot; or

(b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or

(c) the demolition of any Building or other improvements on any portion or portions of such property; or

(d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or

(e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, (“**Drawings**”) showing:

(1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,

(3) the proposed landscaping, including any fences or walls, and

(4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review

have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality

shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:	MINIMUM SIZE:
One story	1,600 square feet
More than one story	1,800 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway / Curbing & Roadways.

2.4.1 Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors (raised panels shall not be considered decorative) with either glass inserts or have architectural design such as carriage style or similar.

2.4.2 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.4.3 Curbing & Roadways. Lot Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that it may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarant is notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged curbing.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Siding. All residences shall be sided with vinyl, cedar, cement board siding, stone, brick or stucco. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and required on the front elevation. Front elevation corners shall be six inch (6") trim boards. Front Elevation should contain stone or brick accent material. Stone or brick must terminate at an inside corner or have an acceptable termination point, as determined by the ACC. Side elevations of homes shall require a minimum of three (3) architectural elements for each elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

2.5.2 Roof. A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48") in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) which is black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Subject to ACC approval, fencing may be permitted in the front yard in limited quantities subject to the other provisions of this Declaration. Fences

shall be installed no closer than twenty-four inches (24") from any property line unless the Lot Owners mutually agree, in writing, to install a single fence along the property line. In such case, a variance request should be submitted to the Association and ACC. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Privacy Screening. All privacy screening of patios, yards, etc. is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers for patios may be approved by the ACC in writing, provided they do not exceed six (6) feet in height or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design and construction details in reviewing or approving any requests for patio screening. Attractive uses of trees or other plantings for the purpose of screening may be approved by the ACC in writing, provided that they are spaced a minimum of ten (10) feet apart and are installed in a staggered manner.

2.5.5 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade" or "master grade") of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.6 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies' requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance between the fence and the pool. Owner is responsible to insure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.7 Mailboxes, CBU's & Lamppost:

(a) Mailboxes. The term "**mailbox**" shall mean the post and mailbox combination. Unless or, if required by the U.S. Postal Service (the "**USPS**") requires CBU's), Cluster Box Units "CBU" or CBU for the Subdivision. If mailboxes are to be installed, the Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined by the USPS. If any mailbox is damaged, destroyed, stolen, or any other adverse effected, the Owner shall be solely responsible to repair the defect in a timely manner and at the Owner's expense. Each Owner is responsible to conform to USPS installation requirement. The ACC shall re-select the mailbox if the selected item is determined to no longer be available The United States Postal Service requires the use of Cluster Box Units ("CBUs") within the subdivision. The CBUs shall be located in the Right of Way within the Subdivision. At each lot closing, Buyer will pay a \$450.00 fee to cover the costs of installation of the CBUs

for the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial lot owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(b) CBUs. The term “**CBU**” shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. Unless the USPS allows mailboxes in the Subdivision, the Developer shall direct the HOA to install CBUs in locations as approved by the USPS. The Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner and at the HOA’s expense. The HOA shall issue all the keys for a box to a Lot Owner at the INITIAL occupancy of each home and the HOA. The Lot Owner shall be responsible to retain the spare keys for each box. If a key is lost, not transferred when the home is sold, the Lot Owner shall be responsible for retaining a locksmith to replace the lock/key for their CBU box or, as determined by the HOA, the HOA shall make a copy of the key and charge the Owner the then-current rate as determined by the HOA.

2.5.8 Exterior Illumination/Lighting

(a) All Homes in the Subdivision are required to have outdoor lighting illuminating the front entrance to the home. Owners are required to install, operate, and maintain a minimum of two (2) photo electric lights that operate from dusk to dawn on the street facing elevation of the home.

(b) At the option of the Owner and in addition to the requirement stated above, the Owner may install a lamppost that consists of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and shall be operational before occupancy. If installed, the lamppost must be located in the front yard, generally ten feet (10’) from the edge of the driveway and no more than fifteen feet (15’) from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition.

(c) Installation; Maintenance. Each Owner shall maintain its mailbox and lamppost (if installed) in good condition and working order. If an Owner does not install or maintain the mailbox or lamppost, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge Owner for such

amount plus a fee for services rendered as determined by Association. Without limiting the authority of the Association, the costs of enforcing the covenants in this subsection may be assessed to an offending Owner or other method as set forth in Article 4. The HOA shall maintain the CBU's and retain a master keys for each unit.

(d) Installation by Declarant. If Declarant, in its discretion, installs any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

2.5.9 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.10 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.11 Dog Kennels. Dog kennels shall not be allowed on any Lot even one would otherwise be permitted by Municipal ordinance or code.

2.5.12 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10') away from any property lines.

2.5.13 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan.

(a) Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "**Master Grading Plan**") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building

envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarant unless and until the Owner shall first obtain the written approval of the Municipal Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Municipal Engineer's approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Municipality and its agents, employees and independent contractors regarding the same. The Declarant and/or the Municipality and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for the cost of the same.

2.6.2

2.6.3 Landscaping.

(a) Plantings. Each Lot with a home in the Subdivision must plant and maintain a minimum of one (1) – 2.5" caliper, single-stem deciduous trees and one (1) – 2" caliper, single-stem ornamental tree located in the front yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(b) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within one hundred twenty (120) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment

of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.4 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that are equipped with rain and freeze sensors, as minimum components.

2.6.5 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final, including any Lots which may be platted within the Expansion Area as provided in this Declaration, Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, for all platted lots in the subdivision as of January 1st of that year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. If the Association fails to maintain the Common Area as set forth herein, the Municipality, after proper notice to the Association, may cause such maintenance to be accomplished and may invoice the Association for the cost thereof. If such invoice is not paid in accordance with the period of time customary for the Municipality, the costs may be apportioned among the Owners of all Lots in the subdivision and placed on the next tax bill of each Lot.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Amenity Area or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term “***residential purposes***” includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any

Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs.

6.1.3 Amenity Area. The Amenity Area shall be used for the purpose of miscellaneous recreational amenities (which may include, without limitation, a subdivision playset, and or other Amenities as determined by Declarant or Association) as decided by the Association, in its sole discretion.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) no reptiles or un-caged birds shall be permitted; and
- (d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and
- (e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and
- (f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. “**Signs**” as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to those relating to the storage, transport and release to, from, on or in such Lot of any

substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”); Toxic Substances Control Act (“**TOCSA**”); Resource Conservation and Recovery Act (“**RCRA**”); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality and the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the “**MB**A”) Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and may continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant’s individual needs, if any. While the Parade of Homes is in progress, all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Homes which are not included for inspection as a part of the Parade of Homes must be vacated by the Owners during the hours that the Parade of Homes is open to the public. Unbuilt Lots may be used for Parade of Homes parking as determined by Declarant. No home or Lot shall display any Signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes, except those

Signs allowed in accordance with the MBA's rules and regulations. If a Lot Owner fails to participate in the Parade of Homes after agreeing to do so, the Lot Owner shall reimburse the Declarant for any discounts, including but not limited to, Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.4 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, paved pathways and/or other amenities as determined by Declarant or Association) on those improvements on the Amenity Area. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In addition to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.4.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.4.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.4.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverage, in amounts and with insurers that the Association reasonably requires from time to time.

7.4.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

7.4.5 Reserves. The Association, by its Board, shall establish, fund, and maintain a reasonable reserve for contingencies and replacements for the Amenity Area. The Association shall first charge against such reserve all extraordinary expenditures for the Amenity Area not originally included in the annual estimate which may become necessary during the year. If the annual budget proves inadequate for any reason (other than as a result of the failure by one or more unit owners in the Association to pay their assessments), the Board may, at any time, levy a further assessment, which shall be assessed in the same proportion as other general assessments.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or

the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 10, without the express written consent of Declarant or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of Association or Lot Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association, provided however, that any amendments to the restrictions where the Municipality is involved may require the approval by the Municipality.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home".

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant. Additionally, the right to grant easements upon, over, through and across the Common Areas as may be required in Declarant's sole opinion for furnishing any kind of utility services, maintenance and replacement thereof, drainage, grading, communications or public purposes including, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings or for ingress and egress and maintenance and replacement thereof, to, from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an “Expansion”.

11.2.1 Expansion. Declarant reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time). The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Subdivision.

11.2.2 Procedure for Expansion. Declarant shall add to the Subdivision by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the area so affected. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.3 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.4 Modification of Budget and Assessments. Upon each such Expansion, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.5 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register’s Office.

11.2.6 Effect of Expansion on Common Areas. To the extent that Owners have a tenancy in common interest in Common Areas prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Common Areas by virtue of this tenancy in common interest, shall attach, by

operation of law, to the new percentage interests in the Common Areas appurtenant to the Lot on which it has its lien.

11.2.7 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion areas; marshaling of construction materials and personnel for improvements made to the Expansion area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, may need to be presented and approved by the Municipality prior to such termination.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

Cardinal Ridge, LLC,
a Wisconsin limited liability company

By: Neumann Developments, Inc., sole Member

By: _____
Bryan Lindgren, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2025, the above named Bryan Lindgren, President of Neumann Developments, Inc. sole member of Cardinal Ridge, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]

Name: _____
Notary Public, State of Wisconsin
Commission Expires: _____

This instrument was drafted by:

Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

EXHIBIT A

Cardinal Ridge Phase 1

Legal Description

1. The Subdivision consists of all Lots and Outlots in the Plat of Cardinal Ridge Subdivision, Village of Mukwonago, Waukesha County, Wisconsin.
2. Consisting of all the portions of the Subdivision:
Lots 1 thru 23 and Outlots 1-2

EXHIBIT B

Final Plat for
Cardinal Ridge Subdivision Phase 1
As Attached

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

RESOLUTION NO. 2024-62

**RESOLUTION APPROVING THE FINAL PLAT FOR PHASE 1 OF CARDINAL RIDGE
SUBDIVISION, NEUMANN DEVELOPMENTS, INC., APPLICANT**

WHEREAS, pursuant to Chapter 45 of the Village Municipal Code, Neumann Developments, Inc. has submitted an application for a Final Plat approval for Phase 1 of the Cardinal Ridge Subdivision, and

WHEREAS, this final plat, consisting of 23 lots and three Outlots, is the first of a multi-phased subdivision, and

WHEREAS, the Village Board of the Village of Mukwonago approved the preliminary plat for the entire subdivision at their meeting on March 20, 2024, and

WHEREAS, the Village Plan Commission reviewed the Final Plat at their meeting on November 12, 2024 and recommended approval of the same, subject to various terms and conditions, which have been incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the Final Plat for Phase 1 of the Cardinal Ridge subdivision, submitted by Neumann Developments, Inc., prepared by Ted Indermuehle, Professional Land Surveyor, dated April 16, 2024.

NOW, THEREFORE, BE IT FURTHER RESOLVED approval of this final plat is subject to the following terms and conditions:

1. The final plat shall not be signed by Village Officials and recorded until the following items are satisfied:
 - a. Comments of the Wisconsin Department of Administration, if any, have been addressed.
 - b. Comments of Waukesha County have been addressed on the final plat.
 - c. Village Attorney verifies that all terms and conditions of the approved developer agreement that are applicable to this final plat have been satisfied.

Passed and adopted by the Village of Mukwonago Village Board this 20th day of November, 2024.

VILLAGE OF MUKWONAGO

By: _____
Fred Winchowky, Village President

Attest: _____
Diana Dykstra, Village Clerk

PLAN COMMISSION STAFF REPORT

TO: Village of Mukwonago Plan Commission

FROM: Peter Gesch, P.E., Ruekert & Mielke, Inc.

REPORT DATE: November 4, 2024

MEETING DATE: November 12, 2024, 6:30 P.M.

SUBJECT: Milwaukee Tool Site Plan & Architectural Review

BASIC INFORMATION	
Project:	Milwaukee Tool 2024 Parking Lot Expansion
Applicant:	Milwaukee Tool
Consulting Engineer:	raSmith
Consulting Architect:	N/A
Request:	Site Plan & Architectural Review
Staff Recommendation:	Approve with Conditions

PARCEL DATA/CHARACTERISTICS	
Tax Key:	MUKV1969988008
Acreage:	21.83 Acres
Current Use:	Industrial
Proposed Use:	Industrial
Reason for Request:	Parking Lot Expansion
Land Use Classification:	Industrial
Zoning Classification:	M-4 – Medium-Heavy Industrial

Project Summary & Overview

Milwaukee Tool met with staff to present concept plans for future site expansions depending on market need to various timing elements. An immediate need is to expand parking on-site to accommodate the increase in staffing amongst various work shifts. Currently, staff are parking in grass areas or in unsafe locations on-site due to congestion at shift change. To provide a safe environment for their staff, Milwaukee Tool has proposed an expansion of their parking. This parking expansion aligns with concept plans for future site expansion elements that are confidential at this time.

The parking lot is intended to be permanent and jive with future parking and site expansions. Depending on timing and logistics of Milwaukee Tool's expansions, this lot may need to be reconfigured in the future.

Staff Report – SPAR
Milwaukee Tool Parking Lot Expansion
November 4, 2024
Page 2

Regardless, the proposed parking lot, along with the parking lot constructed in 2021 will be included in future storm water calculations for new impervious area.

Staff Review

Engineering:	Minimum parking stall dimension is 180 Square Feet. Stalls need to be revised to provide minimum area. Storm water management is not required but parking area will be included as “new impervious area” with future site expansions that require post construction storm water management.
Public Works	No comments at this time.
Utilities	No comments at this time.
Police	No comments at this time.
Fire:	No comments at this time.
Building Inspection	No comments at this time.
Planning	Max light pole height is 25-FT from grade to top of light. Specifications need to be provided showing site lighting meets this requirement. Photometric plans shall be revised to show property lines and zero footcandles produced at all adjacent property lines.

Recommended Action

Staff recommends the Planning Commission approve with the conditions enumerated in the provided resolution for the application by Milwaukee Tool.

Attachments

1. Application Materials
2. Site Plans.
3. Lighting Plans.



VILLAGE OF MUKWONAGO

SITE PLAN, ARCHITECTURAL, AND PLANNED UNIT DEVELOPMENT (PUD) APPLICATION

Application Fee: Below

Date Submitted: October 10th, 2024

FEES

(Please check one)

- ☒ Minor Site Plan (No Building): \$160.00
- ☐ Minor Site Plan; Building: \$400.00 plus \$02 per sq. ft.
- ☐ Major Site Plan; New Building/Addition (> 600 sq. ft.): \$475.00 plus \$.02 per sq. ft.
- ☐ Planned Unit Development (PUD) Review: \$225.00 plus \$50.00/unit
- ☐ Other (See Current Fee Schedule) _____

CONTACTS

Building Department

Contact: Supervisor of Inspections

Tim Rutenbeck

Phone: (262) 363-6419 Option 1

Fax: (262) 363-6425

Email: trutenbeck@villageofmukwonago.gov

Zoning and Planning

Contact: Village Planner

Peter Gesch

Phone: (262) 542-5733

Fax: (262) 363-6425

Email: pgesch@ruekert-mielke.com

GUIDELINES

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

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

Mail completed applications to: Village Planner
440 River Crest Ct
Mukwonago, WI 53149

Deliver to: Village Clerk's Office
440 River Crest Ct

Email to: trutenbeck@villageofmukwonago.gov

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

APPLICANT (Full Legal Name)

Name: Wayne Michael Kuske

Company: Milwaukee Electric Tool Company

Address: 13135 West Lisbon Road City: Brookfield State: WI Zip: 53005

Daytime Phone: (262) 606-0478

Fax: _____

E-Mail: wayne.kuske@milwaugetool.com

APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: Wayne Michael Kuske
 Company: Milwaukee Electric Tool Company
 Address: 13135 West Lisbon Road City: Brookfield State: WI Zip: 53005
 Daytime Phone: (262) 606-0478 Fax: _____
 E-Mail: wayne.kuske@milwaukreetool.com

ARCHITECT

Name: N/A
 Company: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Daytime Phone: _____ Fax: _____
 E-Mail: _____

PROFESSIONAL ENGINEER

Name: _____
 Company: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Daytime Phone: _____ Fax: _____
 E-Mail: _____

REGISTERED SURVEYOR

Name: _____
 Company: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Daytime Phone: _____ Fax: _____
 E-Mail: _____

CONTRACTOR

Name: None Selected Yet
 Company: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Daytime Phone: _____ Fax: _____
 E-Mail: _____

PROPERTY INFORMATION

Property Owner (s) (if different from applicant): _____

Address: 929 Milwaukee Tool Way City: Mukwonago State: WI Zip: 53149Daytime Phone: (262) 606-0478

Fax: _____

E-Mail: wayne.kuske@milwaukee.tool.com

Present Zoning: _____

Tax Key No(s):

MUKV1969988006Location/Address: 929 Milwaukee Tool WayPresent Use: ManufacturingIntended Use: Parking**PROCEDURAL CHECKLIST FOR SITE PLAN/ARCHITECTURAL PLAN/PUD REVIEW AND APPROVAL****Submittals for review must include and be accompanied by the following:****Application:**

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

Other Documents:

- ☐ One(1) complete set of Application and materials, in addition to the original, for Village of Mukwonago review.
 - ☐ Project Summary: Please attach a statement detailing the reasons and background for this request including: details of proposal, services provided, wares sold, plans and hours of operation, number of employees, frequency of customer visits, frequency of deliveries to site, description of any interior/exterior modifications or additions to be made to property, any outside storage (dumpsters, trucks, materials...), number of parking stalls, screening/buffer type, any other information available. **PLEASE EXPLAIN IN DETAIL.**
 - ☐ **Electronic Submittals are required.** Email (or CD ROM) with all plans and submittal materials in Adobe PDF to trutenbeck@villageofmukwonago.gov.
 - ☐ Any additional information as determined by Village staff.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
 - All Site Plan, Architectural, and Planned Unit Development review requests require Plan Commission review and Village Board approval.

CERTIFICATION

Applicant hereby certifies that:

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

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

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

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

Signature - Property Owner

Jeremy A. Ferch Senior VP
Name & Title (PRINT) Business Operation

October 10th, 2024
Date
Milwaukee Electric Tool Corporation

Signature - Property Owner

Name & Title (PRINT)

Date

Signature - Applicant

Wayne Michael Kuske
Name & Title (PRINT)

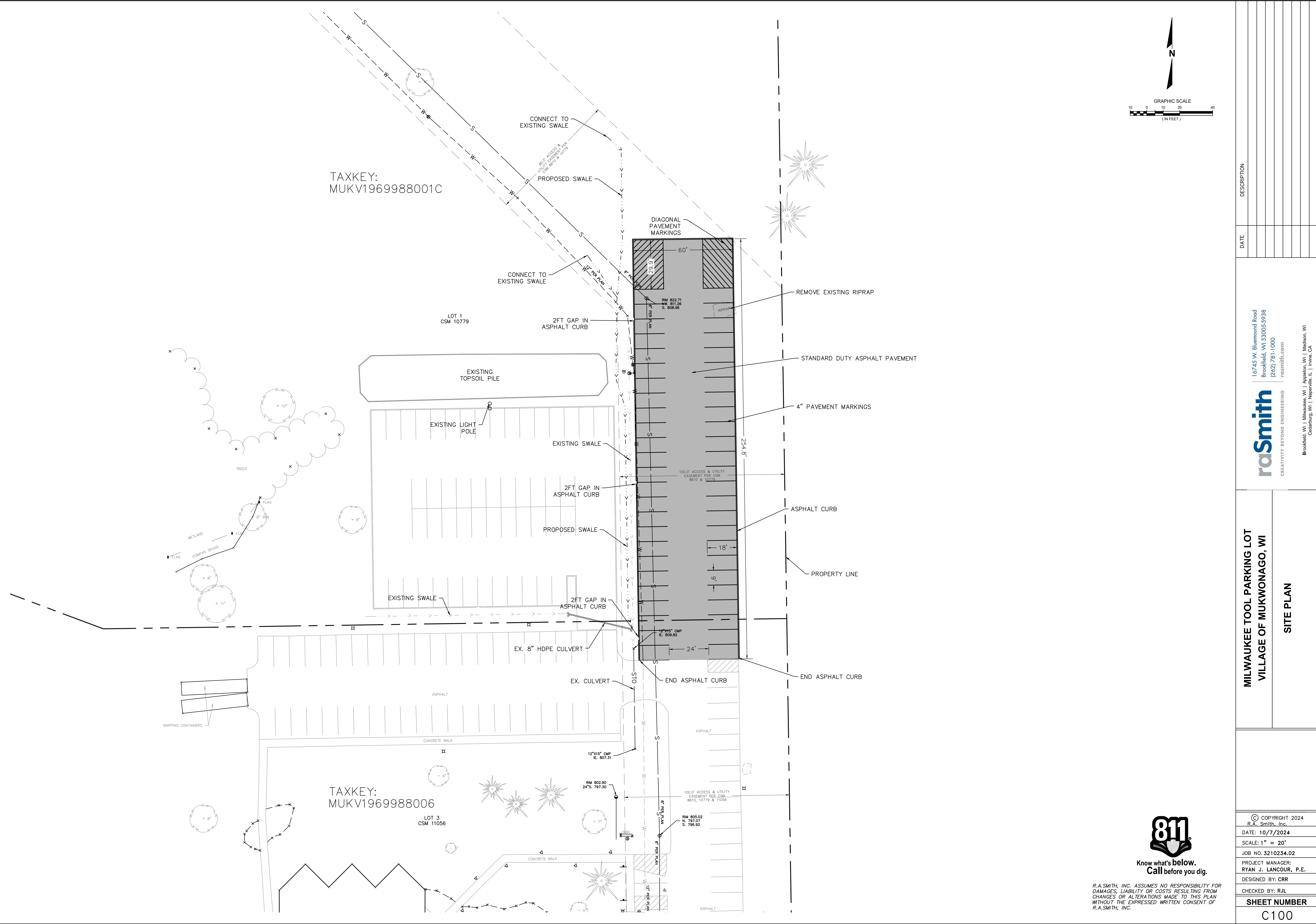
October 10th, 2024
Date

Signature - Applicant's Representative

Name & Title (PRINT)

Date

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



DATE	DESCRIPTION

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

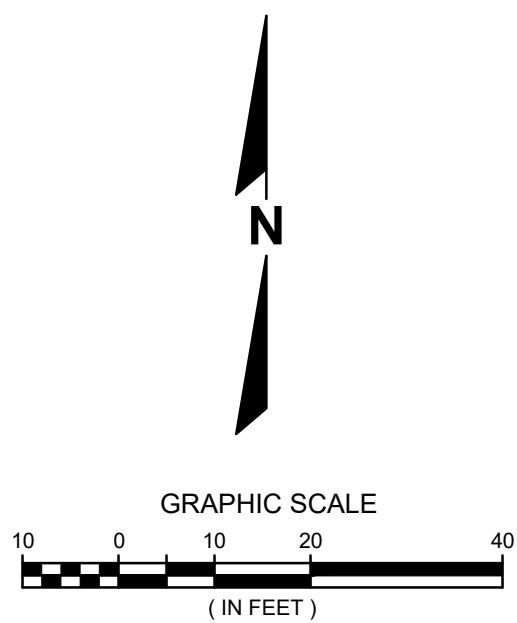
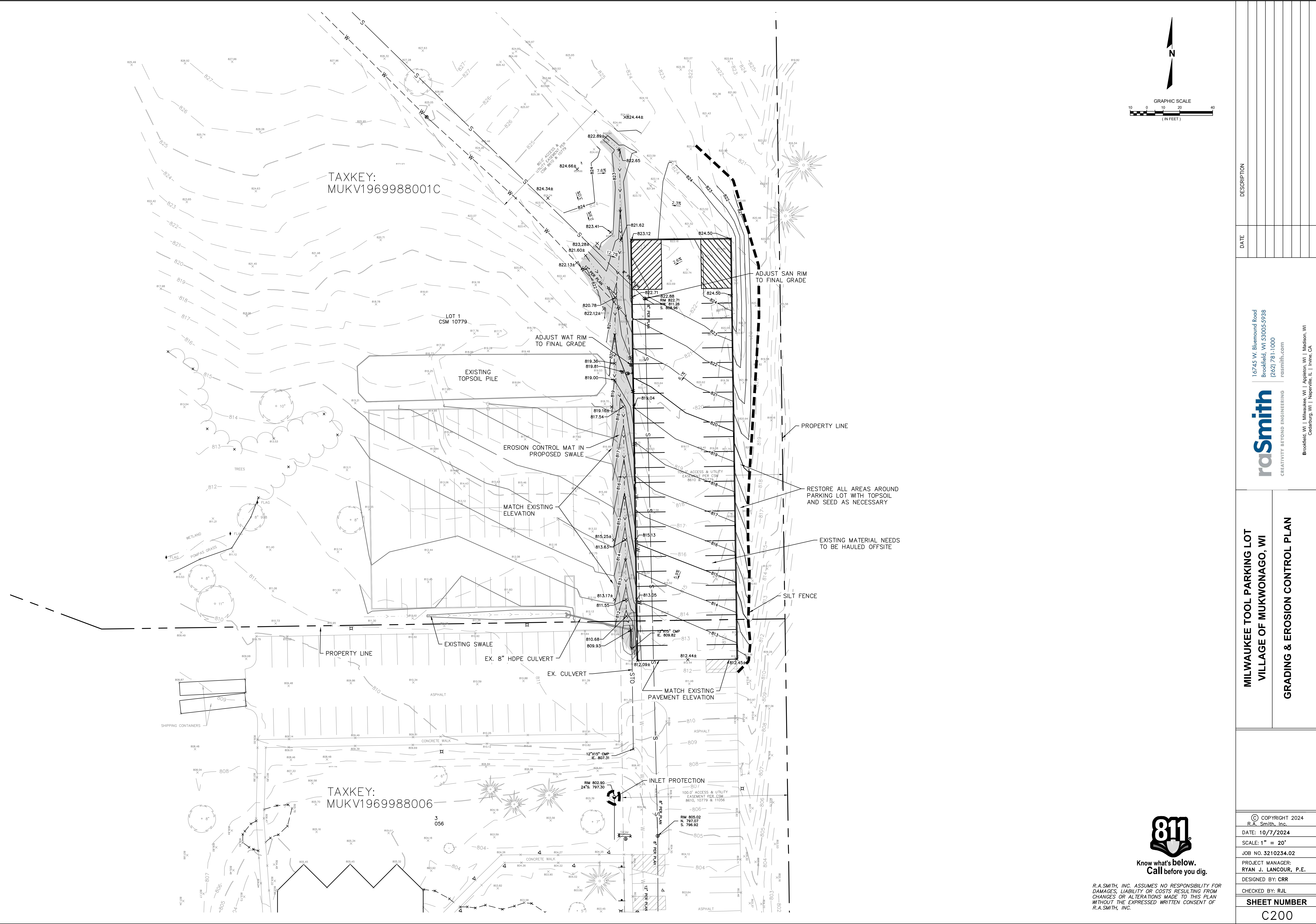
raSmith
CREATIVITY BEYOND ENGINEERING

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

MILWAUKEE TOOL PARKING LOT
VILLAGE OF MUKWONAGO, WI

SITE PLAN

© COPYRIGHT 2024 R.A. Smith, Inc.
DATE: 10/7/2024
SCALE: 1" = 20'
JOB NO. 3210234.02
PROJECT MANAGER: RYAN J. LANCOUR, P.E.
DESIGNED BY: CRR
CHECKED BY: RJL
SHEET NUMBER C100





**Know what's below.
Call before you dig.**

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.

DESCRIPTION	
DATE	
16745 W. Blumound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com  CREATIVITY BEYOND ENGINEERING Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA	
MILWAUKEE TOOL PARKING LOT VILLAGE OF MUKWONAGO, WI GRADING & EROSION CONTROL PLAN	
© COPYRIGHT 2024 R.A. Smith, Inc. DATE: 10/7/2024 SCALE: 1" = 20' JOB NO. 3210234.02 PROJECT MANAGER: RYAN J. LANCOUR, P.E. DESIGNED BY: CRR CHECKED BY: RJL	
SHEET NUMBER C200	

01 41 00 - REGULATORY REQUIREMENTS

8. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION: (THIS LIST IS NOT EXHAUSTIVE)
- a. WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WMNR) STORM WATER TECHNICAL STANDARDS
 - b. WISCONSIN EROSION CONTROL PRODUCT ACCEPTABILITY LIST
 - c. WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) SPECIFICATIONS FOR WISCONSIN (SSSWCW)
 - d. WISCONSIN ADMINISTRATIVE CODE, SECTIONS 385.382-387
 - e. WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT) STANDARD SPECIFICATIONS FOR HIGHWAY AND TRAIL CONSTRUCTION
 - f. FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
 9. THE FOLLOWING STANDARDS SHALL GOVERN THE CONSTRUCTION OF THE PROJECT (THIS LIST IS NOT EXHAUSTIVE):
 - a. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARDS
 - b. UNITED STATES DEPARTMENT OF JUSTICE ADA STANDARDS
 - c. UNITED STATES DEPARTMENT OF TRANSPORTATION ADA STANDARDS FOR TRANSPORTATION FACILITIES
 - d. COUNTY DESIGN STANDARDS
10. THE CONTRACTOR SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION ACTIVITIES.
11. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING COPIES OF ALL PERMITS AND FOR ABIDING BY ALL PERMIT REQUIREMENTS.
12. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS FOR THE PROTECTION OF THE ENVIRONMENT.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND OTHER PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE PROJECT.
14. SHOP DRAWINGS AND/OR MANUFACTURER'S PRODUCT DATA SUBMITTALS ARE REQUIRED ONLY IF THE PRODUCT IS REQUIRED OR ALLOWED FOR SPECIAL USE OR FOR THE PROTECTION OF THE QUALITY OF WORK.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW SHALL HAVE THE SPECIAL MATERIAL, PART, SIZE, ETC. HIGHLIGHTED IN SOME FASHION, EXAMPLE: A FITTING CUT SHEET HAS MULTIPLE PRESSURE RATING FOR DIFFERENT SIZES. HIGHLIGHT THE PRESSURE CLASS & SIZE TO BE USED ON PROJECT. ALL OTHER INFORMATION SHALL NOT BE USED FOR THE PROJECT.
16. THE CONTRACTOR SHALL SUBMIT A PDF COPY AND AN EXPLANATION AS TO HOW THE SUBSTITUTION MEETS THE PROPOSED DESIGN. PRODUCT SPECIFICATION SHEETS WITHOUT EXPLANATION WILL NOT BE ACCEPTED. TO THE CONTRACTOR'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUBSTITUTION. NO PROCEED UNTIL THE OWNER'S APPROVAL IS GIVEN. IN PROJECT SCHEDULING CONTRACTOR SHALL ACCOUNT FOR THE WORKING DAYS OF THE SUBSTITUTION.
17. THE OWNER WILL REQUIRE FROM THE CONTRACTOR A CREDITED DEDUCTION FROM THE CONTRACT AMOUNT EQUAL TO ANY SAVINGS IN MATERIAL COST RESULTING FROM USE OF THE PROPOSED SUBSTITUTE.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE QUALITY OF WORK. ANY CHANGES OR ADJUSTMENTS ARE RECOMMENDED BY THE CONTRACTOR, THEY MAY BE MADE ONLY UPON WRITTEN APPROVAL OF THE OWNER.
19. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS. THE OWNER OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE INTERPRETATION OF THE CONTRACT DOCUMENTS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCEPTABILITY OF MATERIALS FURNISHED, WORK PERFORMED, AND WORKSMANSHIP. INTERPRETATION OF THE PLANS AND SPECIFICATIONS HE SHALL DETERMINE THE AMOUNT OF WORK PERFORMED AND MATERIALS FURNISHED.
21. FAILURE OR NEGLIGENCE ON THE PART OF THE OWNER OR HIS REPRESENTATIVE TO CONDEMN OR REJECT SUBSTANDARD OR DEFECTIVE WORK OR MATERIALS, OR TO ACCEPT OR PAY FOR THE SAME, SHALL NOT BE AN ACCEPTANCE OF SUCH WORK OR MATERIALS, IF IT BECOMES EVIDENT AT ANY TIME PRIOR TO THE FINAL ACCEPTANCE OF THE WORK BY THE OWNER. NEITHER SHALL IT BE CONSTRUED AS BARRING THE OWNER, AT ANY TIME, ANY TIME, FROM THE RIGHT OF INSPECTION. THE OWNER OR HIS REPRESENTATIVE SHALL BE NEEDED TO BUILD A NEW ALL PORTIONS OF THE SUBSTANDARD OR INFERIOR WORK OR REPLACEMENT OF IMPROPER WORK.
22. INSPECTORS EMPLOYED BY THE OWNER SHALL BE AUTHORIZED TO INSPECT ALL WORK DONE AND ALL MATERIALS FURNISHED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION, FABRICATION OR MANUFACTURE OF THE MATERIALS TO BE USED. THE INSPECTOR IS NOT AUTHORIZED TO REVOKE, ALTER OR WAIVE ANY REQUIREMENTS OF THE SPECIFICATIONS, NOR HE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ATTENTION OF THE CONTRACTOR TO ANY FAILURE OF THE WORK OR MATERIALS TO CONFORM TO THE SPECIFICATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ATTENTION OF THE CONTRACTOR TO ANY FAILURE OF THE WORK OR MATERIALS TO CONFORM TO THE SPECIFICATIONS AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PROJECT.
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71. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ATTENTION OF THE CONTRACTOR TO ANY FAILURE OF THE WORK OR MATERIALS TO CONFORM

1. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL EXISTING SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. EXISTING UTILITY INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, BASED ON BEST AVAILABLE PUBLIC RECORDS, AS-BUILT DRAWINGS, AND FIELD OBSERVATIONS; NO RESPONSIBILITY IS ASSUMED BY THE OWNER OR MUNICIPALITY FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN DETERMINATION AS TO THE TYPE AND NATURE OF EXISTING UTILITIES, AS MAY BE NECESSARY TO AVOID DAMAGE TO EXISTING UTILITIES.
3. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS, ELEVATIONS, AND SIZES OF EXISTING UTILITIES AND SHALL CHECK ALL PROPOSED UTILITY CONNECTIONS AND CROSSINGS PRIOR TO PROCEEDING WITH ANY WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL REPAIR OR REPLACE EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
4. 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 AND SHALL CONSULT WITH THE GEOTECHNICAL ENGINEER DURING CONSTRUCTION.
5. THE CONTRACTOR SHALL VERIFY ELEVATIONS OF THE BENCHMARKS AND HORIZONTAL CONTROL, BY REFERENCING KNOWN COORDINATES TO KNOWN PROPERTY LINES, AND SHALL NOTIFY THE ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH ANY WORK.
6. PROPERTY CORNERS SHALL BE IDENTIFIED AND MARKED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED AT ALL TIMES. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR. THE COST OF RESTORATION IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT PRICE.
9. PUBLIC ROADS SHALL NOT BE FULLY CLOSED TO TRAFFIC AT ANY TIME. ALL INGRESS AND EGRESS TRAFFIC TO AND FROM THE PROJECT SHALL BE MAINTAINED AT ALL TIMES.
10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES, SHALL BID ON THEIR OWN ESTIMATE OF THE WORK REQUIRED, AND SHALL NOT RELY ON THE ENGINEER'S ESTIMATE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND AWARD OF CONTRACT, AND WHEN NECESSARY, OFFICIAL WRITTEN RESPONSES WILL BE ISSUED. OFFICIAL WRITTEN RESPONSES SHALL BE ISSUED WITHIN THE TIME FRAME SPECIFIED BY THE CITY OF FORT COLLINS.
12. SHOULD ANY DISCREPANCIES BE DISCOVERED BY THE CONTRACTOR AFTER AWARD OF CONTRACT, NOTIFY OWNER/ENGINEER IN WRITING IMMEDIATELY. CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES SHALL STOP IMMEDIATELY UNTIL THE DISCREPANCIES ARE RESOLVED BY THE CITY OF FORT COLLINS.
13. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM PERIOD OF 12 MONTHS FROM THE DATE OF COMPLETION OF THE PROJECT.
14. 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.

31 10 00 - SITE CLEARING & DEMOLITION

1. WORK SHALL CONSIST OF DEMOLITION, ABANDONMENT, AND REMOVAL OF EXISTING FOUNDATIONS, WALLS, SLABS, AND OTHER STRUCTURES. ALL EXISTING MATERIALS SHALL BE REMOVED TO THE BOTTOM OF THE EXCAVATION. THERE SHALL ALSO CONSIST OF CLEARING AND GRUBBING OF TREES, SHRUBS, VEGETATION, ROOTS, STUMPS, RUBBISH, AND OTHER PERSISTENT FENCING AS INDICATED PRIOR TO COMMENCING ANY CONSTRUCTION RELATED ACTIVITY.
2. CLEARLY DEFINE THE EXCAVATION AREA AND RELOCATED OR REMOVED CLEARING AND GRUBBING. EXISTING IMPROVEMENTS TO REMAIN DURING CONSTRUCTION. DAMAGED OR DESTROYED TREES SHALL BE RESTORED TO ORIGINAL CONDITION, OR AS OTHERWISE ACCEPTABLE TO THE OWNER.
3. EXISTING UTILITIES SHALL BE IDENTIFIED, LOCATED, PROTECTED, RELOCATED, OR AS NECESSARY TO CONSTRUCT PROPOSED IMPROVEMENTS.
4. EXISTING UTILITIES SHALL BE MAINTAINED IN STRAIGHT LINES TO FULL DEPTH.
5. DEMOLISH CONCRETE AND MASONRY IN SMALL SECTIONS. BREAK UP CONCRETE SLABS THAT ARE 2 FEET OR MORE BELOW PROPOSED SUBGRADE TO AVOID EXPOSURE OF UTILITIES.
6. DISCONNECT AND CAP EXISTING UTILITIES TO BE REMOVED, RELOCATED, OR ABANDONED IN ACCORDANCE WITH REQUIREMENTS OF UTILITY PROVIDERS.
7. CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF VERIFYING OWNERSHIP OF AND COORDINATING NECESSARY REMOVAL AND/OR RELOCATION OF ALL EXISTING UTILITIES WITH THE PROJECT LIMITS.
8. EXISTING UTILITIES TO EXISTING DEPTHS SHALL BE MAINTAINED BY THE OWNER.
9. VOIDS LEFT BY REMOVALS SHALL BE LEVELLED TO PREVENT PONDING OF WATER.
10. REMOVE AND LEGALLY DISPOSE OF DEMOLISHED MATERIALS, TRASH, AND DEBRIS FROM THE PROJECT SITE. RUBBISH, TRASH, AND LITTER SHALL BE PLACED IN SEALED CONTAINERS THROUGHOUT CONSTRUCTION.
- 31 20.00 EARTH MOVING
1. WORK SHALL CONSIST OF STRIPPING AND SURFACING OF TOPSOIL, EXCAVATION, EMBANKMENT, IMPORTING, OR REPLACEMENT OF TOPSOIL.
2. WORK SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ENGINEERING DESIGN. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, CONDITIONS, AND THESE REQUIREMENTS. THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER SHALL GOVERN EXCAVATE TO SUBGRADE REGARDLESS OF THE CHARACTER OF SURFACE AND SUBSURFACE CONDITIONS.
4. EXCAVATION SHALL BE CONDUCTED TO A MINIMUM OF 2 FEET BELOW PROPOSED SUBGRADE. CONSIDER INADEQUATE AND SHALL BE INCLUDED IN THE WORK.
5. EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE COMPLETELY REMOVED FROM WITHIN AND A MINIMUM OF 10 FEET BEYOND BUILDING PAD AREAS. ANY RELATED EXCAVATION SHALL BE TO A MINIMUM OF 2 FEET BELOW PROPOSED SUBGRADE.
6. EXISTING FOUNDATIONS, BUILDING REMNANTS, AND UNSATISFACTORY MATERIAL SHALL BE REMOVED TO A MINIMUM OF 2 FEET BELOW PROPOSED SUBGRADE WITHIN GREENSPACE AND PAVEMENT AREAS. ANY RELATED EXCAVATION SHALL BE TO A MINIMUM OF 2 FEET BELOW PROPOSED SUBGRADE.
7. AREAS SHALL BE GRADED TO WITHIN 1 INCH, MORE OR LESS, OF PROPOSED SUBGRADE. DEVIATIONS SHALL NOT EXCEED 1/4 INCH.
8. DISKING, HARROWING, AND AERATION TECHNIQUES SHALL BE USED TO DRY SUBGRADE TOPSOIL FOR PROOF ROLLING. DISKING, HARROWING, AND AERATION TECHNIQUES SHALL BE USED TO DRY BELOW BUILDING PAD AND PAVEMENT AREAS DURING DRY WEATHER WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK WHERE COHESIVE SOILS ARE PREDOMINANT, AND WITH A SMOOTH DRUMMED VIBRATORY ROLLER WHERE GRANULAR SOILS ARE PREDOMINANT.
9. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ENGINEERING DESIGN. THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER, DO NOT PROOF ROLL WET OR SATURATED SUBGRADE.
10. EXCAVATION SHALL BE CONDUCTED TO A MINIMUM OF 2 FEET BELOW PROPOSED SUBGRADE. CONSIDER INADEQUATE EXCAVATION OF TEMPORARY DITCHES OR PUMPING TO ALLEVATE WATER PONDING, SURFACE WATER AND SUBSURFACE WATER SHALL BE EXCAVATED, EXPOSED, PONDING, OR DISPOSED OF AT THE EXCAVATION SITE AND/OR SURROUNDING AREAS.
11. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ALL EARTHWORK COMPUTATIONS AND FOR ACTUAL VOLUMES AND IMPORT AND EXPORT OF MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING AS NECESSARY TO COMPLETE THE PROJECT.
12. TOLERANCES SHALL BE AS CALLED OUT ON THE CIVIL OR LANDSCAPE PLANS, OR A MINIMUM OF FOUR INCHES IF NOT CALLED OUT ON LANDSCAPE PLAN.
- 31 25.00 EROSION & SEDIMENTATION CONTROLS

1. WORK SHALL CONSIST OF INSTALLATION OF TEMPORARY AND PERMANENT PRACTICES FOR SEDIMENTATION CONTROL TO PREVENT EROSION AND SEDIMENTATION OF ADJACENT AREAS.
2. ALL ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. THE CONTRACTOR SHALL FOLLOW THE BEST MANAGEMENT PRACTICES (BMP) MANUAL, WHICH IS THE CURRENT STANDARD, OR THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK IF A TECHNICAL STANDARD IS NOT AVAILABLE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMMENCING ANY LAND DISTURBING CONSTRUCTION RELATED ACTIVITY. EARTHWORK ASSOCIATED WITH INSTALLATION OF PRACTICES MAY OCCUR CONCURRENTLY.
5. THE CONTRACTOR SHALL MAINTAIN ALL PRACTICES IN PLACE THROUGHOUT THE CONSTRUCTION PERIOD IN CONFORMANCE WITH PERMIT REQUIREMENTS.
6. THE CONTRACTOR SHALL CONDUCT INSPECTIONS EVERY 7 DAYS AND WITHIN 24 HOURS OF A RAINFALL GREATER THAN 0.5 INCHES. THE CONTRACTOR IS REQUIRED TO PERFORM INSPECTIONS, KEEP A LOG, AND CONDUCT REPAIR AS REQUIRED.
7. ALL DISTURBED AREAS SHALL DRAIN TO A CONTROL PRACTICE AT ALL TIMES DURING CONSTRUCTION UNTIL FINAL PRACTICES ARE INSTALLED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL NECESSARY PRACTICES AND FOR THE NECESSARY INSTALL ADDITIONAL CONTROL PRACTICES IN VARIOUS LOCATIONS THROUGHOUT THE PROJECT SITE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL CONTROL PRACTICES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.
9. ALL DISTURBED GROUND LEFT INACTIVE FOR 7 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED MIXTURE AND MULCH. SEED MIXTURE SHALL BE APPLIED AT A RATE OF 10 LBS PER ACRE. SEED MIXTURE SHALL BE APPLIED IN ACCORDANCE WITH SPECIFICATIONS. WINTER WHEAT OR RYE SHALL BE USED FOR TEMPORARY SEED AFTER SEPTEMBER 1.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILIZATION OF ALL DISTURBED AREAS. THE TIMING OF CONSTRUCTION SHALL BE STABILIZED BY APPLYING ANONOUS POLYACRYLAMIDE (PAM).
11. ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME.
12. DUST GENERATED BY CONSTRUCTION RELATED ACTIVITIES SHALL BE MINIMIZED BY USE OF WATERING, CALCIUM CHLORIDE, OR OTHER DUST SUPPRESSANTS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING FOR DEWATERING CONDITIONS BY HAVING APPROPRIATE PUMPS AND FILTERS AVAILABLE TO PREVENT DRAINAGE OF CONSTRUCTION WASTEWATER TO THE PROJECT SITE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE CLEANLINESS OF THE PROJECT SITE AND PUBLIC ROADS DURING CONSTRUCTION. PUBLIC ROADS SHALL BE KEPT FREE OF SEDIMENT TRACKED FROM AREAS UNDER CONSTRUCTION.
15. FINAL STABILIZATION OF LANDSCAPED AREAS SHALL BE IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN. ALL SEEDED AREAS SHALL BE FERTILIZED, RESEED AS NECESSARY, AND MULCHED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN.

32 12 00 - ASPHALT PAVING

1. WORK SHALL CONSIST OF FINE GRADING SUBGRADE, EXCAVATION BELOW SUBGRADE (IF NECESSARY), PLACEMENT OF CRUSHED STONE BASE, INSTALLATION OF HOT-MIX ASPHALT, PAVEMENT MARKING, SIGNAGE, AND CLEANUP.
2. CRUSHED STONE BASE SHALL BE PLACED IN ACCORDANCE WITH SECTION 305 OF WSDOT STANDARD SPECIFICATIONS.
3. CRUSHED STONE BASE SHALL BE IN ACCORDANCE WITH SECTION 305 OF WSDOT STANDARD SPECIFICATIONS.
4. AGGREGATE SHALL BE IN ACCORDANCE WITH SECTION 460 OF WSDOT STANDARD SPECIFICATIONS.
5. DO NOT EXCEED MAXIMUM TEMPERATURE OF 200 DEGREES FAHRENHEIT FOR CRUSHED STONE BASE IS MET.
6. DO NOT EXCEED MAXIMUM TEMPERATURE OF 200 DEGREES FAHRENHEIT FOR HOT MIX ASPHALT COURSE.
7. INSTALLATION TEMPERATURE HAS BEEN BELOW 30 DEGREES FAHRENHEIT WITHIN 15 HOURS PRIOR TO JACK CATCHING.
8. COMPACT ASPHALT IN ACCORDANCE WITH SECTION 450 OF WSDOT STANDARD SPECIFICATIONS; COMPACT ASPHALT TO A MINIMUM OF 1 1/2 INCHES THICKNESS.
9. WITHIN 1/4-INCH FOR SURFACE COURSE (NO MINUS).
10. APPLY TACK COAT BETWEEN ASPHALT COURSES AT A MINIMUM RATE OF 0.25 GAL/SY.
11. NO ROLLERS SHALL BE USED TO COMPACT OR FINISH ASPHALT SURFACES UNLESS APPROVED AND FORTIFIED.
12. FINAL ASPHALT SURFACE SHALL BE WITHIN A 1/8-INCH TOLERANCE AS DETERMINED BY USING A 10-FOOT STRAIGHTEDGE APPLIED LONGITUDINALLY OR TRANSVERSELY; REMOVE AND REPLACE ALL RAISED AND DERESSED AREAS.
13. A SLOPE NO GREATER THAN 2% IN ALL DIRECTIONS AT ADA PARKING STALLS AND ADJACENT UNLOADING AREAS.
14. A SLOPE NO GREATER THAN 5% ALONG THE LENGTH OF THE ACCESSIBLE ROUTE IS REQUIRED; A SLOPE NO GREATER THAN 2% FOR THE ACCESSIBLE ROUTE IS REQUIRED; NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.

1. WORK SHALL CONSIST OF INSTALLATION OF PARKING LOT STRIPING, DIRECTION ARROWS, HANDICAP ACCESSIBLE STAMPS AND SIGNAGE.
2. ITEMS SHALL INCLUDE ALL NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
3. PAVING MARKING PLAN SHALL BE IN ACCORDANCE WITH SECTION 648 OF MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, LATEST EDITION.
4. SEPARATING OPPOSING TRAFFIC SHALL BE YELLOW.
5. ALL MARKINGS SHALL BE 12 INCH WIDE UNLESS NOTED OTHERWISE ON THIS PLAN.
6. BARRICADE WORK AREA DURING INSTALLATION AND UNTIL PAVEMENT MARKING PLAN IS DIED. PROTECT ADJACENT DRIVEWAYS.
7. APPLY PLAN IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS TO PRODUCE MARKINGS AS INDICATED WITH THIS PLAN.
8. ALL SURFACES SHALL BE CLEAN, DRY, FREE FROM DIRT, OIL, AND OTHER SUBSTANCES.
9. APPLY PLAN TO CLEAN AND DRY SURFACE, FREE FROM Frost, TO ENSURE PROPER BONDING.
10. NOTIFY OWNER OF ANY UNUSUAL CONDITIONS PRIOR TO COMMENCING WORK. APPLYING PAVEMENT MARKING PLAN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

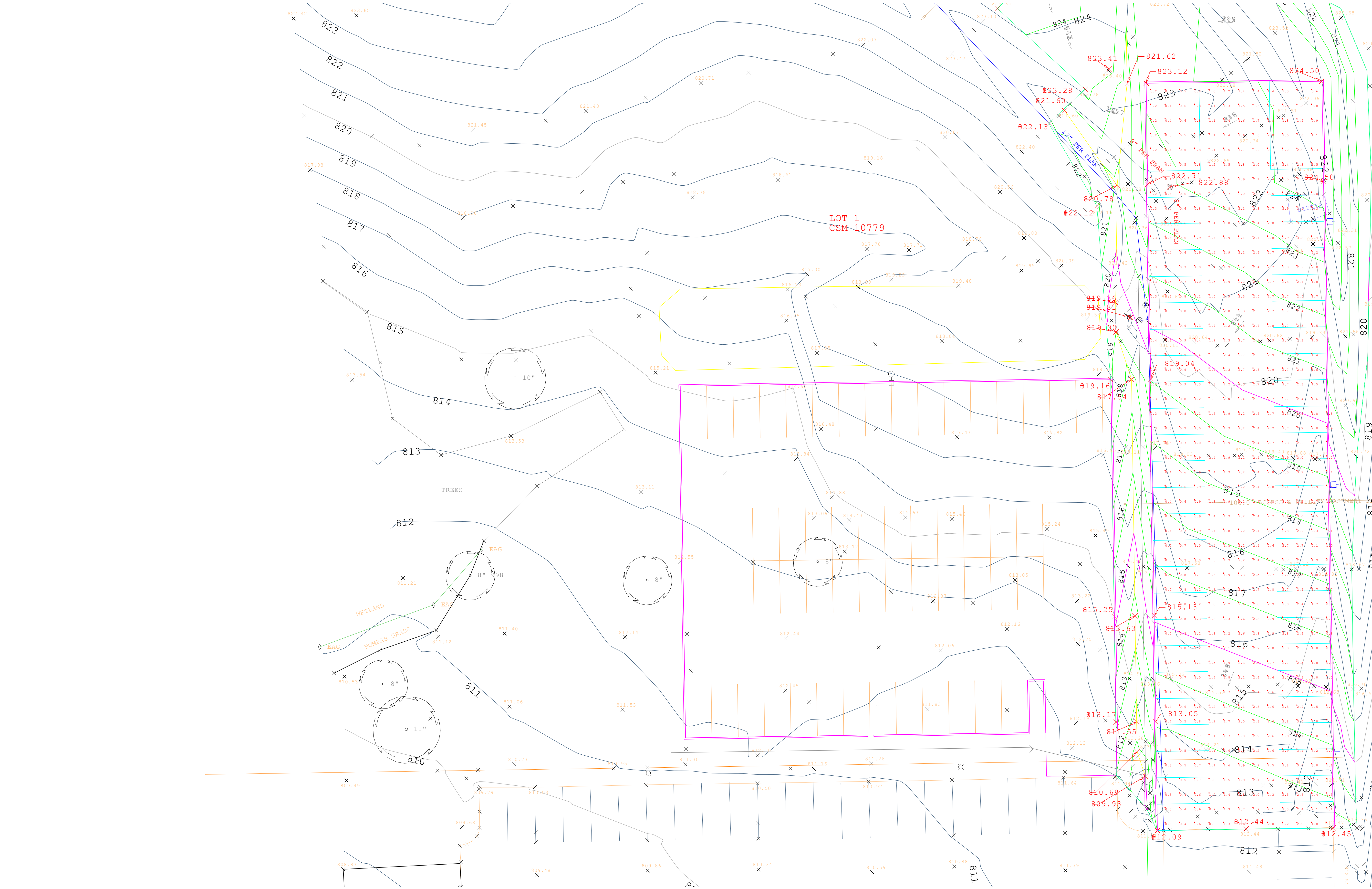


1. PRIOR TO THE INSTALLATION OF ANY EROSION CONTROL MEASURES, ALL OBSTRUCTIONS SUCH AS CURBS, DRIVEWAYS, TRASH AND ANY OTHER OBSTRUCTIONS MUST BE REMOVED AND THE SURFACE MUST BE FREE OF CONTACT WITH THE SOIL. SLOPE SHALL BE REMOVED.
2. EROSION CONTROL MATTING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 628 OF THE WISCONSIN DOT STANDARD SPECIFICATIONS FOR HIGHWAYS, SECTION 1052 (NON CHANNEL APPLICATIONS), DNR TECHNICAL STANDARD (NON CHANNEL APPLICATIONS), AND LATEST EROSION CONTROL MATTING MANUFACTURER'S INSTRUCTIONS. REQUIRED STAPLES PATTERNS AND ANCHOR TRENCH PATTERNS SHALL BE USED.
3. INSTALLATION PROCEDURES MUST INSURE THAT THE MATTING IS PROPERLY ANCHORED TO THE GROUND.
4. THE MATTING SHALL BE ANCHORED PER MANUFACTURER'S INSTRUCTIONS.
5. THE MATTING SHALL BE ANCHORED TO THE GROUND MANUALLY BY THE FOLLOWING METHODS:
 - a. TEMPORARY EROSION CONTROL MATTING SHALL BE ANCHORED TO THE GROUND BY 1/2" X 12" GALVANIZED STEEL PEGS.
 - b. PERMANENT EROSION CONTROL MATTING SHALL BE ANCHORED TO THE GROUND BY 1/2" X 12" GALVANIZED STEEL PEGS, AND AFTER EACH SIGNIFICANT RAINFALL, BARS MUST BE REPLACED AND/OR RE-ANCHORED.
6. FOR CHANNEL APPLICATIONS, EXTEND MAT UPSTREAM OF THE CHANNEL TO A MINIMUM OF 10 FEET OR SIX-INCHES HIGHER THAN DESIGN FLOW, WHICHEVER IS

(NOT TO SCALE)



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Fixture Schedule									Calculation Summary							
Symbol	Label	Qty	[MANUFAC]	Catalog Number	LLF	Lumens	Watts	Tot. Watts	Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
	P3-A	3	Lithonia Lighting	RSX2 LED P2 50K R3 HS	0.950	12072	114.07	342.21	Site	Illuminance	Fc	1.69	3.3	0.2	8.45	16.50

1. Standard Reflectance of 80/50/20 unless noted otherwise
2. Not a Construction Document, for Design purposes only
3. Standard indoor calc points @ 30" A.F.F. unless noted otherwise
4. Standard outdoor calc points @ Grade unless noted otherwise
5. CED Pewaukee assumes no responsibility for installed light levels due to field conditions, etc.

QUOTE#

Drawn By: Nick Rooyakkers

Date: 10/7/2024

METCO - Red Beam

Mukwonago, WI

Revisions

#	Date	Comments

Scale: 1 in = 16ft

CED

CED Lappin Electric

N24 W23750 Watertown Rd

Waukesha, WI 53188

(p) 262-547-5500

Page 1 of 1



Transmittal

CED - Lappin Electric
 N24 W23750 Watertown Rd Ste G
 Waukesha WI 53188
 Phone: (262) 547-5500
From: Nick Rooyakkers

Project Red Beam Parking Lot
Quote# LTG24-12859
Location

Contact:

ATTACHED WE ARE SENDING YOU 1 COPY OF THE FOLLOWING ITEM:

- | | | |
|-----------------------------------|--|--------|
| ☐ Drawings | ☒ Specifications | Other: |
| ☐ Prints | ☐ Information | |
| ☐ Plans | ☐ Submittals | |

THESE ARE TRANSMITTED FOR:

- | | | |
|--|---|---------------------------------|
| ☐ Prior Approval | ☐ Resubmittal for Approval | ☐ Record |
| ☒ Approval | ☐ Corrections | Bids due on: |
| ☐ Approval as Submitted | ☐ Your Use | Other: |
| ☐ Approval as Noted | ☐ Review and Comment | |

Type	MFG	Part
P3-A	Lithonia	RSX2 LED P2 50K R3 MVOLT HS SPA
		DDBXD
POLE	Utility Metals	SSS4-07-25-DM19AS-VD-DDBXD
	Item Note:	*includes anchor bolts/template/cap & base cover



Job Name:
Red Beam Parking Lot

Catalog Number:

RSX2 LED P2 50K R3 MVOLT HS
SPA DDBXD

Notes:

Type:**P3-A**

LTG24-12859



RSX2 LED Area Luminaire

Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

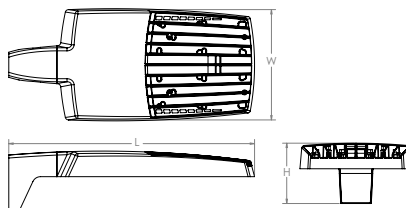
EPA
(ft²@0°): 0.69 ft² (0.06 m²)

Length: 29.3" (74.4 cm)
(SPA mount)

Width: 13.4" (34.0 cm)

Height: 3.0" (7.6 cm) Main Body
7.2" (18.3 cm) Arm

Weight
(max): 39.0 lbs (17.7 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX2 delivers 11,000 to 31,000 lumens allowing it to replace 250W to 1000W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

EXAMPLE: RSX2 LED P6 40K R3 MVOLT SPA DDBXD

RSX2 LED					
Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX2 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V) ²	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V) ³	RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S Type 3 Short	(use specific voltage for options as noted)	MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4 Type 4 Wide	120 ³ 277 ⁴	IS Adjustable slipfitter (fits 2-3/8" OD tenon) ⁵
	P5		R4S Type 4 Short	208 ³ 347 ⁴	WBA Wall bracket ¹
	P6		R5 Type 5 Wide ¹	240 ³ 480 ⁴	WBASC Wall bracket with surface conduit box
			R5S Type 5 Short ¹		AASP Adjustable tilt arm square pole mounting ⁵
			AFR Automotive Front Row		AARP Adjustable tilt arm round pole mounting ⁵
			AFRR90 Automotive Front Row Right Rotated		AAWB Adjustable tilt arm with wall bracket ⁵
			AFRL90 Automotive Front Row Left Rotated		AAWSC Adjustable tilt arm wall bracket and surface conduit box ⁵

Options		Finish
Shipped Installed HS House-side shield ⁶ PE Photocontrol, button style ^{7,8} PEX Photocontrol external threaded, adjustable ^{8,9} PER7 Seven-wire twist-lock receptacle only (no controls) ^{8,10,11,12} CE34 Conduit entry 3/4" NPT (Qty 2) SF Single fuse (120, 277, 347) ⁴ DF Double fuse (208, 240, 480) ⁴ SPD20KV 20KV Surge pack (10KV standard) FAO Field adjustable output ^{8,12} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ^{8,12} DS Dual switching ^{8,13}		DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured Dark Bronze DBLTXD Textured Black DNATXD Textured Natural Aluminum DWHGXD Textured White
Shipped Installed *Standalone and Networked Sensors/Controls (factory default settings, see table page 9) NLTAIR2 nLight AIR generation 2 ^{12,14,15} PIRHN Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) ^{12,15,16} *Note: PIRHN with nLight Air can be used as a standalone dimming sensor with out-of-box settings or as a wireless networked solution. See factory default settings table. Sensor coverage pattern is affected when luminaire is tilted. Shipped Separately (requires some field assembly) EGS External glare shield ⁵ EGFV External glare full visor (360° around light aperture) ⁶ BS Bird spikes ¹⁷		



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 800.705.7378 • www.acuitybrands.com
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Lithonia RSX2 Area LED
 Rev. 02/17/20
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Ordering Information

Accessories

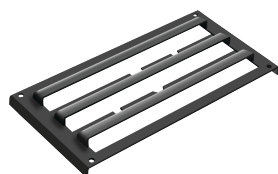
Ordered and shipped separately:

RSX2HS	RSX2 House side shield (includes 2 shields)
RSX2EGS (FINISH) U	External glare shield (specify finish)
RSX2HSFRR (FINISH) U	RSX2 House side shields for AFR rotated optics (includes 2 shields)
RSX2EGV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSX WBA wall bracket (specify finish) ¹
RSXSCB (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) ¹⁸
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) ¹⁸
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) ¹⁸
DSHORT SBK U	Shorting cap ¹⁸

NOTES

- Any Type 5 distribution, is not available with WBA.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Maximum tilt is 90° above horizontal.
- It may be ordered as an accessory.
- Requires MVOLT or 347V.
- Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, DS, PIRHN).
- Requires 120V, 208V, 240V, 277V or 347V.
- Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included. Dimming leads capped for future use.
- For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136-10-2010.
- Two or more of the following options cannot be combined including DMG, DS, PER7, FAO and PIRHN.
- DS only available on performance package P4, P5 and P6.
- Must be ordered with PIRHN.
- Requires MVOLT or HVOLT.
- Must be ordered with NLTAIR2. For additional information on PIRHN visit [here](#).
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields



House Side Shield



External Glare Shield

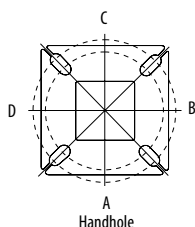


External 360 Full Visor

Pole/Mounting Information

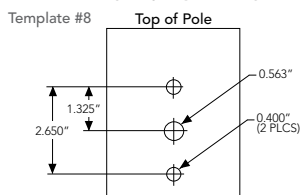
Accessories including bullhorns, cross arms and other adapters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit [Accessories](#).

HANDHOLE ORIENTATION

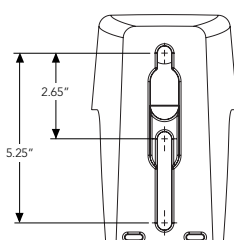


Handhole

RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	Drill Nomenclature	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX2 - Luminaire EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

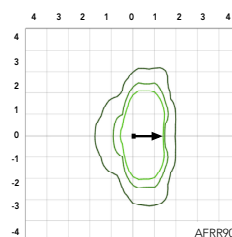
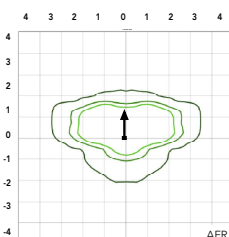
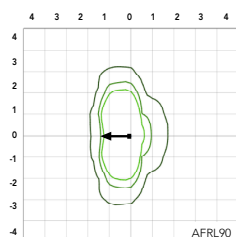
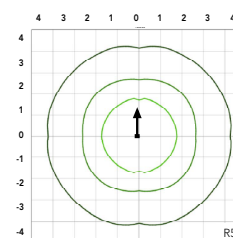
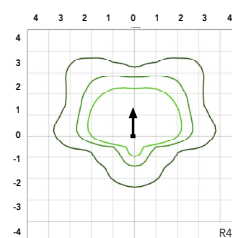
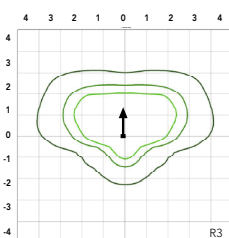
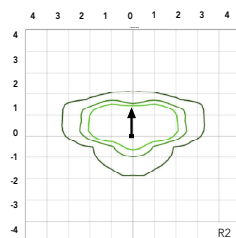
Fixture Quantity & Mounting Configuration		Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
Mounting Type	Tilt									
SPA - Square Pole Adaptor	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
RPA - Round Pole Adaptor		0.74	1.27	1.37	1.9	1.71	2.49	1.42	2.16	2.84
MA - Mast Arm Adaptor		0.61	1.14	1.11	1.64	1.45	2.23	1.29	1.9	2.58
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.69	1.22	1.27	1.8	1.61	2.39	1.37	2.06	2.74
	10°	0.53	1.06	1.05	1.58	1.37	2.08	1.06	1.59	2.12
	20°	0.52	1.02	1.03	1.52	1.33	2.02	1.03	1.55	2.07
	30°	0.64	1.11	1.18	1.63	1.45	2.21	1.27	1.91	2.54
	40°	0.81	1.21	1.35	1.74	1.65	2.39	1.62	2.43	3.23
	45°	0.91	1.25	1.5	1.81	1.75	2.48	1.82	2.73	3.64
	50°	1.34	1.83	2.17	2.61	2.56	3.62	2.68	4.02	5.36
	60°	2.2	2.97	3.57	4.24	4.17	5.89	4.41	6.61	8.82
	70°	2.86	4.13	4.7	5.89	5.71	8.21	5.71	8.57	11.42
	80°	3.4	5.13	5.67	7.34	7.09	10.21	6.79	10.19	13.59
	90°	3.85	5.96	6.55	8.58	8.31	11.88	7.70	11.56	15.41



Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's RSX Area homepage.

Isofootcandle plots for the RSX2 LED P6 40K. Distances are in units of mounting height (30').

LEGEND


Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

Performance Package	System Watts (W)	Current (A)					
		120V	208V	240V	277V	347V	480V
P1	71W	0.59	0.34	0.30	0.26	0.20	0.15
P2	111W	0.93	0.53	0.46	0.40	0.32	0.23
P3	147W	1.23	0.70	0.61	0.53	0.42	0.31
P4	187W	1.55	0.90	0.78	0.68	0.53	0.38
P5	210W	1.75	1.01	0.87	0.76	0.60	0.44
P6	244W	2.03	1.17	1.01	0.88	0.70	0.51

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.



Performance Data

Lumen Output

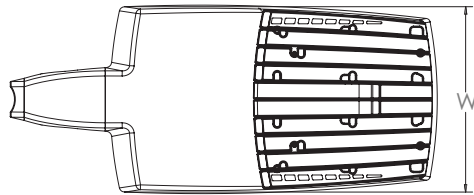
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Distribution Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	71W	R2	10,040	2	0	1	139	11,031	2	0	1	153	11,031	2	0	1	153
		R3	10,005	2	0	2	141	10,992	2	0	2	155	10,992	2	0	2	155
		R3S	10,271	2	0	2	143	11,285	2	0	2	157	11,285	2	0	2	157
		R4	10,136	2	0	2	143	11,136	2	0	2	157	11,136	2	0	2	157
		R4S	9,779	2	0	2	138	10,744	2	0	2	151	10,744	2	0	2	151
		R5	10,271	4	0	2	145	11,285	4	0	2	159	11,285	4	0	2	159
		R5S	10,544	3	0	1	149	11,585	3	0	2	163	11,585	3	0	2	163
		AFR	10,026	2	0	1	141	11,016	2	0	1	155	11,016	2	0	1	155
		AFRR90	10,122	3	0	2	140	11,121	3	0	2	154	11,121	3	0	2	154
		AFRL90	10,164	3	0	2	141	11,167	3	0	2	155	11,167	3	0	2	155
P2	111W	R2	15,712	2	0	2	138	17,263	2	0	2	151	17,263	2	0	2	151
		R3	15,657	2	0	3	141	17,202	3	0	3	155	17,202	3	0	3	155
		R3S	16,075	2	0	2	141	17,661	2	0	2	155	17,661	2	0	2	155
		R4	15,862	2	0	3	143	17,427	2	0	3	157	17,427	2	0	3	157
		R4S	15,304	2	0	2	138	16,815	2	0	2	151	16,815	2	0	2	151
		R5	16,075	4	0	2	145	17,661	5	0	3	159	17,661	5	0	3	159
		R5S	16,502	4	0	2	149	18,130	4	0	2	163	18,130	4	0	2	163
		AFR	15,691	2	0	2	141	17,240	2	0	2	155	17,240	2	0	2	155
		AFRR90	15,841	3	0	3	139	17,404	4	0	3	153	17,404	4	0	3	153
		AFRL90	15,907	3	0	3	139	17,477	4	0	3	153	17,477	4	0	3	153
P3	147W	R2	19,855	3	0	2	132	21,814	3	0	2	145	21,814	3	0	2	145
		R3	19,785	3	0	3	135	21,737	3	0	4	148	21,737	3	0	4	148
		R3S	20,312	3	0	3	135	22,317	3	0	3	149	22,317	3	0	3	149
		R4	20,044	3	0	3	136	22,022	3	0	4	150	22,022	3	0	4	150
		R4S	19,339	3	0	3	132	21,247	3	0	3	145	21,247	3	0	3	145
		R5	20,313	5	0	3	138	22,317	5	0	3	152	22,317	5	0	3	152
		R5S	20,852	4	0	2	142	22,910	4	0	2	156	22,910	4	0	2	156
		AFR	19,828	3	0	2	135	21,785	3	0	2	148	21,785	3	0	2	148
		AFRR90	20,017	4	0	3	133	21,992	4	0	3	147	21,992	4	0	3	147
		AFRL90	20,101	4	0	3	134	22,084	4	0	3	147	22,084	4	0	3	147
P4	187W	R2	22,836	3	0	2	120	25,090	3	0	2	132	25,090	3	0	2	132
		R3	22,756	3	0	4	122	25,002	3	0	4	134	25,002	3	0	4	134
		R3S	23,363	3	0	3	123	25,668	3	0	3	135	25,668	3	0	3	135
		R4	23,054	3	0	4	123	25,329	3	0	4	135	25,329	3	0	4	135
		R4S	22,243	3	0	3	119	25,059	3	0	3	134	25,059	3	0	3	134
		R5	23,363	5	0	3	125	25,669	5	0	4	137	25,669	5	0	4	137
		R5S	23,983	4	0	2	128	26,350	4	0	2	141	26,350	4	0	2	141
		AFR	22,806	3	0	2	122	25,056	3	0	2	134	25,056	3	0	2	134
		AFRR90	23,023	4	0	3	121	25,295	4	0	3	133	25,295	4	0	3	133
		AFRL90	23,120	4	0	3	122	25,401	4	0	3	134	25,401	4	0	3	134
P5	210W	R2	26,141	3	0	2	122	28,721	3	0	2	135	28,721	3	0	2	135
		R3	26,049	3	0	4	124	28,620	3	0	4	136	28,620	3	0	4	136
		R3S	26,744	3	0	3	125	29,383	3	0	4	138	29,383	3	0	4	138
		R4	26,390	3	0	4	126	28,994	3	0	4	138	28,994	3	0	4	138
		R4S	25,462	3	0	3	121	27,974	3	0	3	133	27,974	3	0	3	133
		R5	26,744	5	0	4	127	29,383	5	0	4	140	29,383	5	0	4	140
		R5S	27,454	4	0	2	131	30,163	4	0	2	144	30,163	4	0	2	144
		AFR	26,106	3	0	2	124	28,682	3	0	2	137	28,682	3	0	2	137
		AFRR90	26,354	4	0	3	123	28,955	5	0	3	136	28,955	5	0	3	136
		AFRL90	26,465	4	0	3	124	29,077	5	0	3	136	29,077	5	0	3	136
P6	244W	R2	27,646	3	0	2	112	30,374	3	0	2	123	30,374	3	0	2	123
		R3	27,549	3	0	4	113	30,267	3	0	4	124	30,267	3	0	4	124
		R3S	28,283	3	0	3	115	31,075	3	0	4	126	31,075	3	0	4	126
		R4	27,909	3	0	4	114	30,663	3	0	4	126	30,663	3	0	4	126
		R4S	26,928	3	0	3	110	29,585	3	0	3	121	29,585	3	0	3	121
		R5	28,284	5	0	4	116	31,075	5	0	4	127	31,075	5	0	4	127
		R5S	29,035	4	0	2	119	31,900	5	0	3	131	31,900	5	0	3	131
		AFR	27,608	3	0	2	112	30,332	3	0	2	123	30,332	3	0	2	123
		AFRR90	27,872	4	0	3	113	30,622	5	0	3	124	30,622	5	0	3	124
		AFRL90	27,989	4	0	3	113	30,751	5	0	3	125	30,751	5	0	3	125

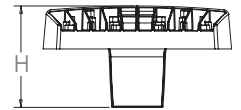
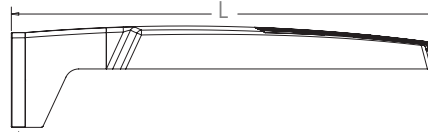


Dimensions

RSX2 with Round Pole Adapter (RPA)



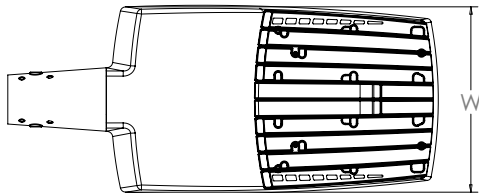
Length: 30.3" (77.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.3 cm) Arm



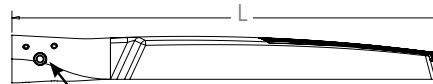
Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.



RSX2 with Mast Arm Adapter (MA)

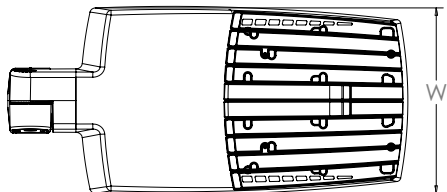


Length: 30.6" (77.7 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm

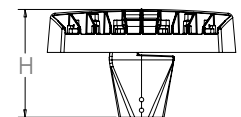
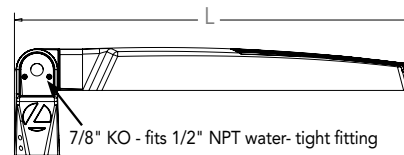


7/16" locking thru bolt/nut provided

RSX2 with Adjustable Slipfitter (IS)



Length: 28.3" (71.9 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm

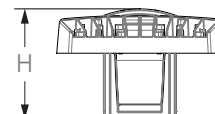
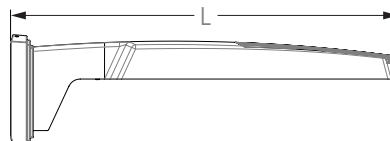
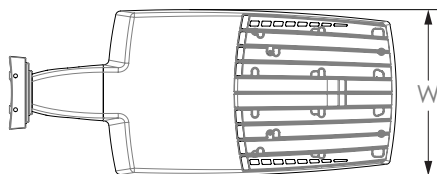


7/8" KO - fits 1/2" NPT water-tight fitting



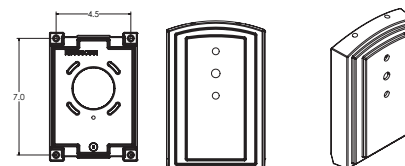
Dimensions

RSX2 with Wall Bracket (WBA)

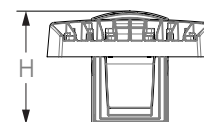
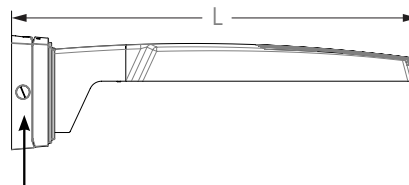
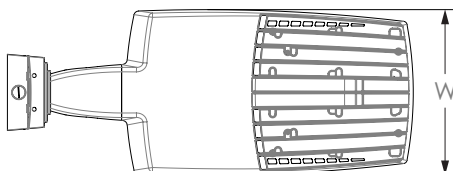


Length: 31.2" (79.2 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail



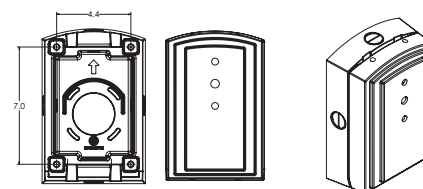
RSX2 with Wall Bracket with Surface Conduit Box (WBASC)



3/4" NPT taps with plugs - Qty (4) provided

Length: 32.8" (83.3 cm)
Width: 13.4" (41.7 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

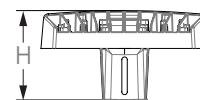
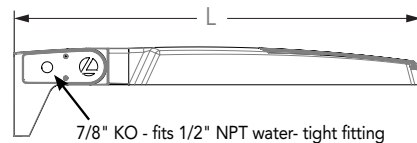
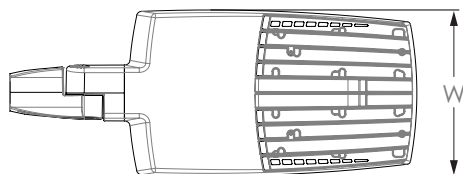
Surface Conduit Box (SCB) Mounting Detail



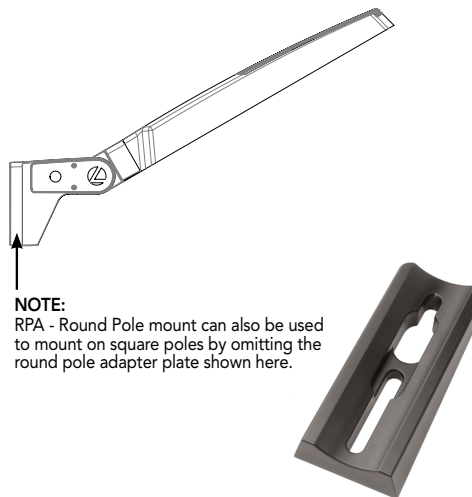


Dimensions

RSX2 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)



Length: 32.8" (83.3 cm) AASP
33.8" (85.9 cm) AARP
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.2 cm) Arm



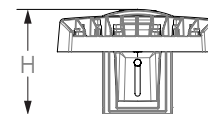
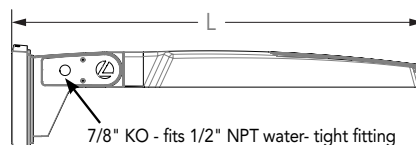
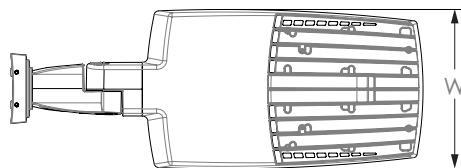
NOTE:
RPA - Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.

Notes

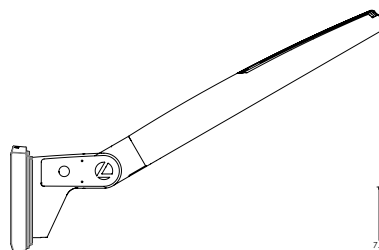
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

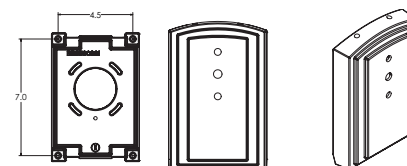
RSX2 with Adjustable Tilt Arm with Wall Bracket (AAWB)



Length: 34.7" (88.0 cm)
Width: 13.4" (34.0 cm)
Height: 3.0" (7.6 cm) Main Body
8.9" (22.6 cm) Arm



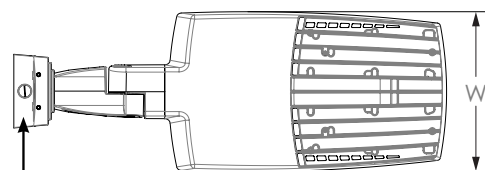
Wall Bracket (WBA) Mounting Detail



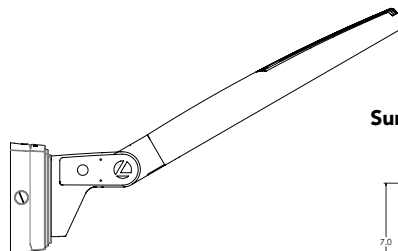
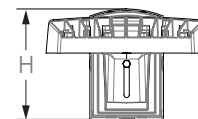
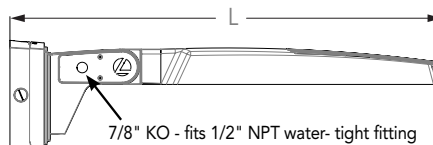


Dimensions

RSX2 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)

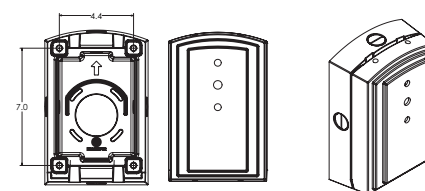


3/4" NPT taps
with plugs - Qty (4)
provided

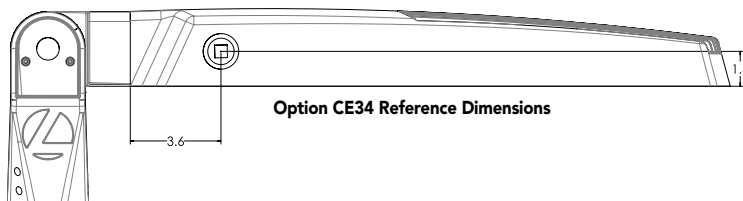


Length: 36.2" (91.9 cm)
Width: 13.4" (40.0 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm

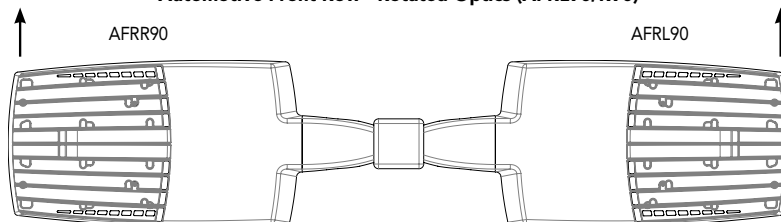
Surface Conduit Box (SCB) Mounting Detail



Additional Reference Drawings

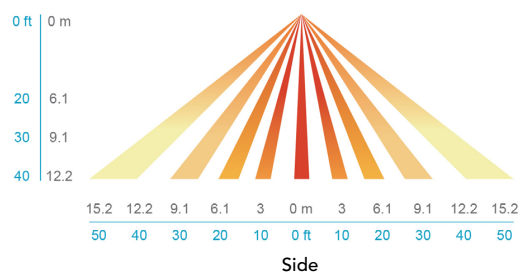
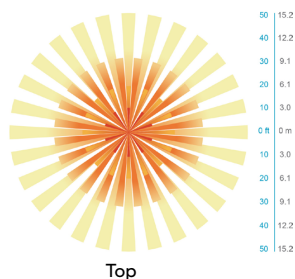
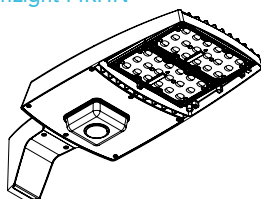


Automotive Front Row - Rotated Optics (AFRL90/R90)



nLight Control - Sensor Coverage and Settings

PIRHN nLight Sensor Coverage Pattern nLight PIRHN



Motion Sensor Default Settings - Option PIRHN						
Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clairity Pro App.

FEATURES & SPECIFICATIONS

INTENDED USE

The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX2 delivers 11,000 to 31,000 lumens and is ideal for replacing 250W to 1000W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION AND DESIGN

The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. Vibration rated per ANSI C136.31: 3G Mountings: SPA, RPA, MA, IS, AASP, AARP rated for 3G vibration. 1.5G Mountings: WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS

Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row) and AFR rotated AFRR90 and ARFL90.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS

The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocell functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS

CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/DLP, to confirm which versions are qualified.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Job Name:
Red Beam Parking Lot

Catalog Number:

SSS4-07-25-DM19AS-VD-DDBXD

Type:**POLE**

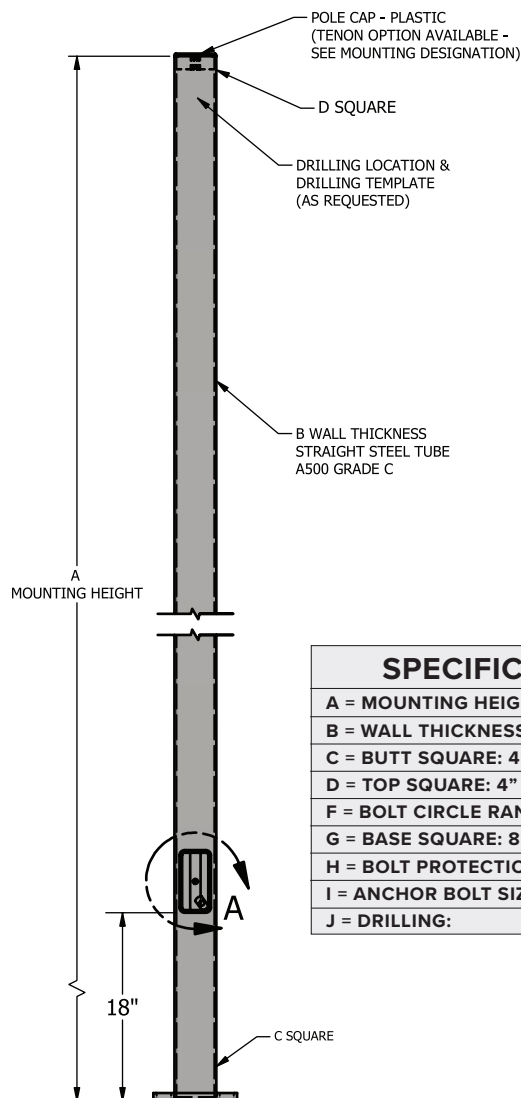
Notes: *includes anchor bolts/template/cap &
base cover

LTG24-12859

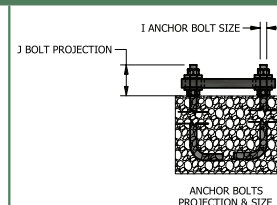
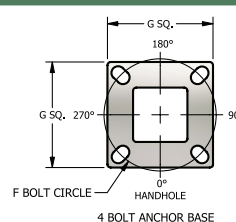
UTILITY METALS

A DIVISION OF FABRICATED METALS LLC.

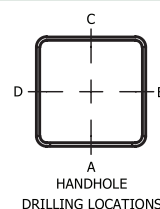
JOB NAME		PART NO.	
DESCRIPTION:		DRAWING NO.	REV
DRAWN BY:	APPROVED:	ECN:	SCALE:
		DATE:	



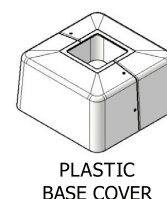
ANCHORAGE



FIXTURE



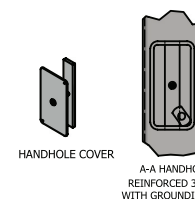
BASE



SPECIFICATIONS

A = MOUNTING HEIGHT:
B = WALL THICKNESS: 7 GA.
C = BUTT SQUARE: 4"
D = TOP SQUARE: 4"
F = BOLT CIRCLE RANGE: 8" - 9"
G = BASE SQUARE: 8"
H = BOLT PROTECTION: 3 1/2" X 1/4"
I = ANCHOR BOLT SIZE: 3/4" X 20" X 3"
J = DRILLING:

HANDHOLE



2013 AASHTO MAXIMUM EPA RATINGS WITH 3 SEC. WIND GUST

STEEL SQUARE STRAIGHT POLE SSS 4 07 SERIES

PART NUMBER	80 MPH SQ FT	90 MPH SQ FT	100 MPH SQ FT	110 MPH SQ FT	120 MPH SQ FT	130 MPH SQ FT	140 MPH SQ FT
SSS 4 07 20	25.93	19.53	14.96	11.57	9.00	7.00	4.12
SSS 4 07 25	17.03	12.31	8.94	6.44	4.54	3.06	0.94
SSS 4 07 30	11.61	7.76	5.00	2.96	1.14	0.21	0.00

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

PC RESOLUTION NO. 2024-14

**A RESOLUTION FOR A SITE PLAN AND ARCHITECTURAL REVIEW FOR MILWAUKEE
TOOL LOCATED AT 929 MILWAUKEE TOOL WAY, PARCEL NUMBER MUKV1969988008**

WHEREAS, pursuant to Section 100-601 of the Zoning Code, an application for a site plan and architectural review has been filed for the approval of a parking lot expansion, which application was filed in the office of the Village Clerk, Village of Mukwonago, Wisconsin, and

WHEREAS, the application has been submitted by Milwaukee Tool (applicant and property owner), and

WHEREAS, the use is permitted within the M-4 Medium/Heavy Industrial – in which the subject property is located, and

WHEREAS, the plans have been reviewed and recommended by the Plan Commission.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the Village of Mukwonago, Wisconsin hereby approves the site plan and architectural review for the parking lot expansion at 929 Milwaukee Tool Way, based upon the plans submitted to the Village.

NOW, THEREFORE, BE IT FURTHER RESOLVED the site plan and architectural review approval shall be subject to the following conditions:

1. Prior to any land disturbing activity, the applicant must submit a complete and final set of site construction plans to the Village and receive approval of said plans prior to issuance of any building permits. Plans shall include but are not limited to grading, utilities, utility calculations, erosion control, landscaping, lighting, building architecture, building materials and other plans as required. All Village department heads must verify in writing whether they have approved the final plans within their purview. Any outstanding matters must be resolved to staff's satisfaction.
2. Prior to any land-disturbing activity, a pre-construction meeting must be held with the applicant's representatives and primary contractors, and Village department heads and representatives. The applicant representative shall coordinate such meeting.
3. The applicant must obtain all required land disturbance permits within six months of this date, and start construction within six months of the date of building permit issuance and continue in good faith to completion.
4. Prior to any land-disturbing activity, the applicant must reimburse the Village for any outstanding charges.
5. The applicant shall establish an escrow in the value of \$5,000 prior to the start of construction.
6. All work related to this project must comply with all project plans approved by the Village.
7. The developer shall comply with all parts of the Municipal Code as it relates to this project.

8. If the approved plans need to be revised to address any of the conditions of approval or to conform to state or local ordinances, the Zoning Administrator and the Building Inspectors are authorized to approve minor modifications so long as the overall project elements remain unchanged. If they determine that the revision is substantial, the plans must be submitted to the Plan Commission for review and approval.
9. All lighting within the parking lot shall be full cut off lighting and meet municipal standards. Building lighting shall not be direct light or the appearance of light towards adjoining properties. The Police Department or Zoning Administrator, after completion or any modification to the lighting in the future, may request adjustments.
10. Pole height for lighting is not specified on the project plans. Maximum height of light poles is 25-FT from grade to top of the light. Applicant shall provide specifications to indicate light poles will meet this requirement.
11. Applicant shall revise photometric plan to show property lines and that zero footcandles are being produced at property lines adjacent to the parking lot.
12. Parking stall dimensions shall be revised to provide 180 square foot minimum area.
13. Parking lot area shall be included as "new impervious surface" for any future site expansions that require post-construction storm water management.
14. Any future modification to the site such as modification of parking, lighting, grading, signage, fences, etc. may require Site Plan and Architectural Review.

Passed and adopted by the Village of Mukwonago Plan Commission this 12th day of November, 2024.

VILLAGE OF MUKWONAGO

By: _____
Fred Winchowky, Village President

Attest: _____
Shay Zerfas, Deputy Clerk-Treasurer

PLAN COMMISSION STAFF REPORT

TO: Village of Mukwonago Plan Commission

FROM: Peter Gesch, P.E., Ruekert & Mielke, Inc.

REPORT DATE: November 4, 2024

MEETING DATE: November 12, 2024, 6:30 P.M.

SUBJECT: Tsunami Car Wash – Revised Architectural Drawings

BASIC INFORMATION	
Project:	Tsunami Car Wash
Applicant:	The Redmond Company
Consulting Engineer:	Nielson, Madson & Barber, SC
Consulting Architect:	The Redmond Company
Request:	Approval of Architectural Drawings
Staff Recommendation:	Approve

PARCEL DATA/CHARACTERISTICS	
Tax Key:	MUKV2013995001
Acreage:	1.80 Acres
Current Use:	Vacant
Proposed Use:	Car Wash, Stand Alone
Reason for Request:	Development of new Car Wash Facility
Land Use Classification:	Business
Zoning Classification:	B-3 – Commercial Business District

Project Summary & Overview

Tsunami Car Wash is seeking approval of the revised architectural drawings provided. The applicant received conditional approval of their Site Plan and Architectural Review at the October 8, 2024 Plan Commission meeting with the understanding that they would provide color samples and better renderings to be reviewed at the November Plan Commission meeting.

The applicant has provided two different building architectural styles and has indicated that Tsunami corporate is open to either of the styles – it is up to the Plan Commission to decide which one they want.

The applicant is not seeking approval to any revisions of the site plan or signage plan, this is only an architectural review.

~Mukwonago, Village of > 12-10226 > Staff Report-20241104-Tsunami Car Wash-Revised Architectural~

Staff Report – Revised Architectural
Tsunami Car Wash
November 4, 2024
Page 2

Staff Review

Engineering:	None.
Public Works	None.
Utilities	None.
Police	None.
Fire:	None.
Building Inspection	None.
Planning	None.

Recommended Action

Staff recommends approval of the architectural drawings as submitted. The Plan Commission shall indicate which building design they want Tsunami to proceed with. This approval is a simple motion as the resolution was approved in October contingent on approval of these Architectural Drawings.

Attachments

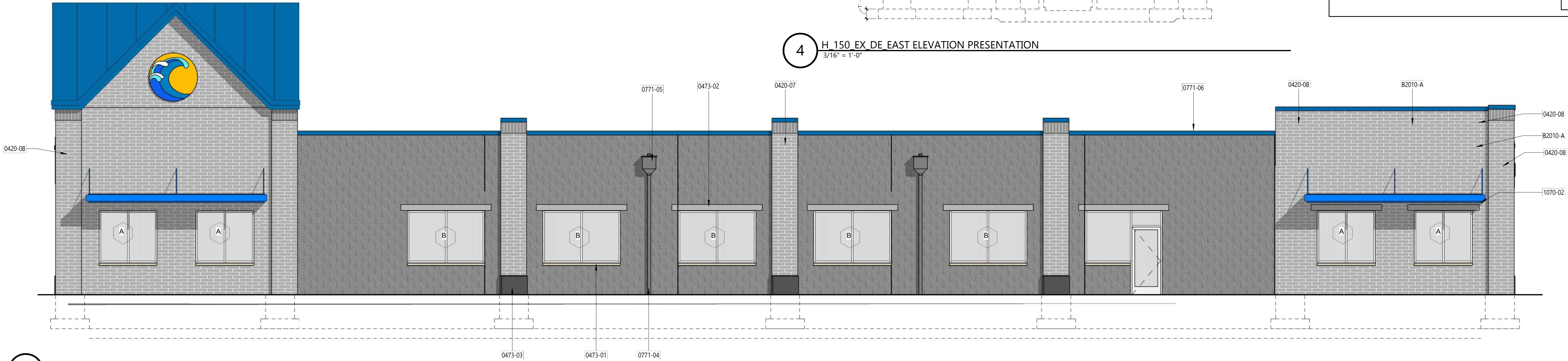
1. Revised Architectural Drawings



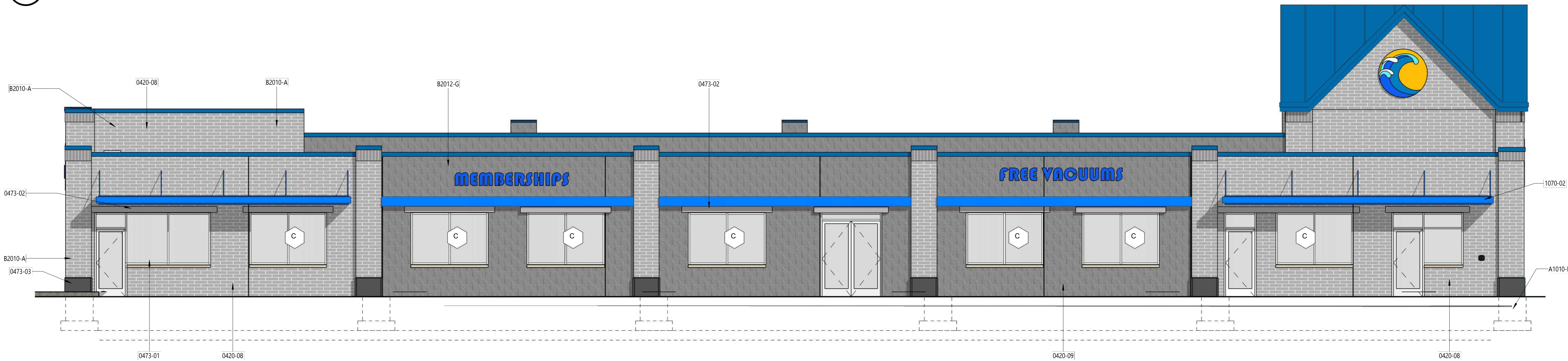
3 H_150_EX_DE.WEST ELEVATION PRESENTATION
3/16" = 1'-0"



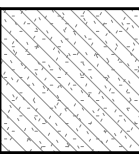
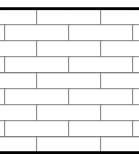
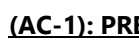
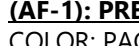
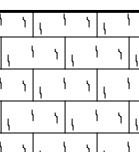
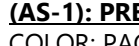
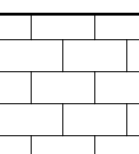
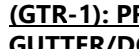
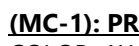
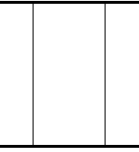
4 H_150_EX_DE.EAST ELEVATION PRESENTATION
3/16" = 1'-0"



2 H_150_EX_DE.NORTH ELEVATION PRESENTATION
3/16" = 1'-0"



1 H_150_EX_DE.SOUTH ELEVATION PRESENTATION
3/16" = 1'-0"

EXTERIOR MATERIAL LEGEND			
	(EIFS-1): EXTERIOR FINISH SYSTEM COLOR: GRIZZLE GRAY FINISH: SANDBLAST		(BR-X): STRUCTURAL BRICK COLOR: GRAYSTONE MORTAR COLOR: GREY I (BR-1): 4" X 4" X 16" STRUCTURAL BRICK (BR-2): 8" X 4" X 16" STRUCTURAL BRICK (BR-3): 12" X 4" X 16" STRUCTURAL BRICK
	(AC-1): PREFINISHED ALUMINUM COPING COLOR: PACIFIC BLUE		(CS-X): CAST STONE COLOR: DARK SHALE MORTAR COLOR: GREY (SEE CAST STONE PROFILES)
	(AF-1): PREFINISHED ALUMINUM FASCIA COLOR: PACIFIC BLUE		(CMU-X): - SPLIT FACE CMU COLOR: STEEL GRAY MORTAR COLOR: GREY (CMU-1): 8" X 8" X 16" (CMU-2): 12" X 8" X 16"
	(AS-1): PREFINISHED ALUMINUM SOFFIT PANEL COLOR: PACIFIC BLUE		(CMU-X): - SMOOTH FACE CMU COLOR: CHARCOAL (CMU-3): 8" X 8" X 16" (CMU-4): 12" X 8" X 16"
	(GTR-1): PREFINISHED ALUMINUM GUTTER/DOWNSPOUT COLOR: PACIFIC BLUE		
	(MC-1): PREFINISHED ALUMINUM CANOPY COLOR: AWARD BLUE		(MR-1): STANDING SEAM METAL ROOF: COLOR: AWARD BLUE

KEYNOTES PER SHEET	
0420-01	BRICK VENEER
0420-07	4" BRICK VENEER
0420-08	8" STRUCTURAL BRICK (TYP)
0420-09	8" SPLIT FACE CMU
0420-10	12" STRUCTURAL BRICK (TYP)
0473-01	CAST STONE SILL
0473-02	CAST STONE HEADER
0473-03	CAST STONE PIER
0771-04	PREFINISHED ALUMINUM DOWNSPOUT. DOWNSPOUT TO HUG BUILDING PROFILE (SEE EXTERIOR MATERIAL LEGEND FOR COLOR). LOCATION TO BE FIELD DETERMINED AND DISCHARGED TO GREEN SPACE. CONNECT TO STORM SEWER; SEE CIVIL DRAWING.
0771-05	PREFINISHED ALUMINUM SCUPPER W/ DOWNSPOUT (TYP.) SEE EXTERIOR MATERIAL LEGEND FOR COLOR. CONNECT TO STORM SEWER; SEE CIVIL DRAWINGS.
0771-06	PREFINISHED ALUMINUM COPING ANCHORED TO EXTERIOR GRADE WOOD BLOCKING
1070-02	PREFABRICATED ALUMINUM CANOPY. COLOR MATCH PAC CLAD AWARD BLUE
A1010-D	CAST IN PLACE FOUNDATION WALL (SEE STRUCTURAL DRAWINGS) WITH 2" RIGID INSULATION AT INTERIOR SIDE OF WALL FROM TOP OF FOOTING TO UNDERSIDE OF FLOOR SLAB.
B2010-A	4" X 4" X 16" STRUCTURAL BRICK. ANCHORED WITH ADJUSTABLE METAL WALL TIES. VENTED WEEP INSERTS AT TOP AND BOTTOM OF WALL AT 24" O.C. (MAX.), WITH FLUID APPLIED VAPOR PERMEABLE AIR BARRIER ON 5/8" GLASS-MAT FACED GYPSUM SHEATHING ON COLD FORMED METAL STUD FRAMING (SEE STRUCTURAL DRAWINGS)
B2012-G	8" X 4" X 16" SINGLE WYTHE STRUCTURAL BRICK (SEE STRUCTURAL DRAWINGS) 5/8" MOISTURE RESISTANT GYP BD ON 1 5/8" FURRING AT 24" O.C. WITH CONTINUOUS XPS INSULATION AT INTERIOR SIDE OF WALL.

Tsunami Express Car Wash

NOTE: RENDERING(S) SCHEMATIC IN NATURE. REFER TO PRODUCT SAMPLES FOR EXTERIOR BUILDING MATERIALS. SOME DETAIL ITEMS OMITED FOR CLARITY.





BUILDING MATERIAL REPRESENTATION RENDERING

Tsunami Express Car Wash

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Exterior 3D VIEW



24040

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BUILDING MATERIAL REPRESENTATION RENDERING

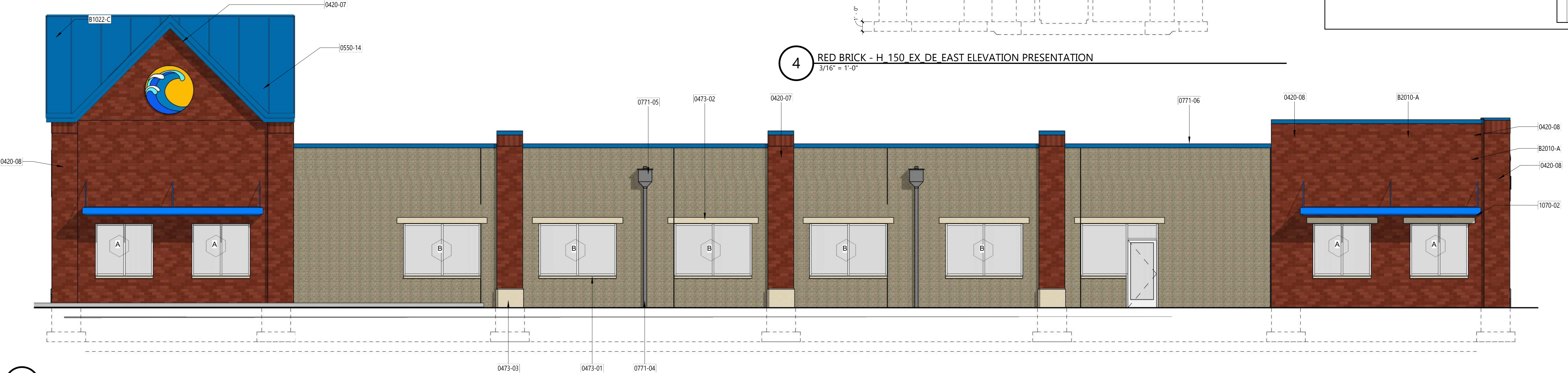
Tsunami Express Car Wash

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Exterior 3D VIEW



3 RED BRICK - H_150_EX_DE.WEST ELEVATION PRESENTATION
3/16" = 1'-0"



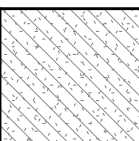
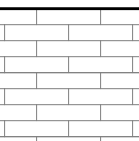
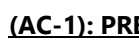
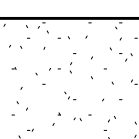
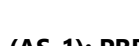
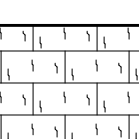
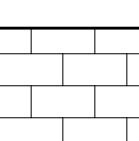
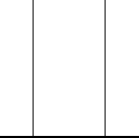
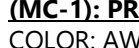
2 RED BRICK - H_150_EX_DE.NORTH ELEVATION PRESENTATION
3/16" = 1'-0"



1 RED BRICK - H_150_EX_DE.SOUTH ELEVATION PRESENTATION
3/16" = 1'-0"



4 RED BRICK - H_150_EX_DE.EAST ELEVATION PRESENTATION
3/16" = 1'-0"

EXTERIOR MATERIAL LEGEND			
	(EIFS-1): EXTERIOR FINISH SYSTEM COLOR: SILVERADO FINISH: SANDBLAST		(BR-X): STRUCTURAL BRICK COLOR: CARDINAL MORTAR COLOR: MEDIUM BUFF I (BR-1): 4" X 4" X 16" STRUCTURAL BRICK (BR-2): 8" X 4" X 16" STRUCTURAL BRICK (BR-3): 12" X 4" X 16" STRUCTURAL BRICK
	(AC-1): PREFINISHED ALUMINUM COPING COLOR: PACIFIC BLUE		(CS-X): CAST STONE COLOR: INDIANA GRAY MORTAR COLOR: MEDIUM BUFF (SEE CAST STONE PROFILES)
	(AF-1): PREFINISHED ALUMINUM FASCIA COLOR: PACIFIC BLUE		(CMU-X): - SPLIT FACE CMU COLOR: SIENNA CREAM MORTAR COLOR: MEDIUM BUFF (CMU-1): 8" X 8" X 16" (CMU-2): 12" X 8" X 16"
	(AS-1): PREFINISHED ALUMINUM SOFFIT PANEL COLOR: PACIFIC BLUE		(CMU-X): - SMOOTH FACE CMU COLOR: SIENNA CREAM (CMU-3): 8" X 8" X 16" (CMU-4): 12" X 8" X 16"
	(GTR-1): PREFINISHED ALUMINUM GUTTER/DOWNSPOUT COLOR: PACIFIC BLUE		(MR-1): STANDING SEAM METAL ROOF: COLOR: AWARD BLUE
	(MC-1): PREFINISHED ALUMINUM CANOPY COLOR: AWARD BLUE		

KEYNOTES PER SHEET	
0420-01	BRICK VENEER
0420-07	4" BRICK VENEER
0420-08	8" STRUCTURAL BRICK (TYP)
0420-09	8" SPLIT FACE CMU
0420-10	12" STRUCTURAL BRICK (TYP)
0473-01	CAST STONE SILL
0473-02	CAST STONE HEADER
0473-03	CAST STONE PIER
0550-14	METAL-CLAD 2X12 RAKE BOARD W/ METAL-CLAD 1X6 TRIM BOARD (TYP.)
0771-04	PREFINISHED ALUMINUM DOWNSPOUT, DOWNSPOUT TO HUG BUILDING PROFILE (SEE EXTERIOR MATERIAL LEGEND FOR COLOR). LOCATION TO BE FIELD DETERMINED AND DISCHARGED TO GREEN SPACE. CONNECT TO STORM SEWER; SEE CIVIL DRAWING.
0771-05	PREFINISHED ALUMINUM SCUPPER W/ DOWNSPOUT (TYP.) SEE EXTERIOR MATERIAL LEGEND FOR COLOR. CONNECT TO STORM SEWER; SEE CIVIL DRAWINGS.
0771-06	PREFINISHED ALUMINUM COPING ANCHORED TO EXTERIOR GRADE WOOD BLOCKING
1070-02	PREFABRICATED ALUMINUM CANOPY, COLOR MATCH PAC CLAD AWARD BLUE
A1010-D	CAST IN PLACE FOUNDATION WALL (SEE STRUCTURAL DRAWINGS) WITH 2" RIGID INSULATION AT INTERIOR SIDE OF WALL FROM TOP OF FOOTING TO UNDERSIDE OF FLOOR SLAB.
B1022-C	STANDING SEAM METAL ROOF ON GRACE HIGH TEMP UNDERLAYMENT OVER 1/2" O.S.B. ROOF SHEATHING ON ENGINEERED METAL TRUSSES W/ BLOCKING, TIES & LATERAL BRACING PER STRUCTURAL DRAWINGS.
B2010-A	4" X 4" X 16" STRUCTURAL BRICK, ANCHORED WITH ADJUSTABLE METAL WALL TIES. VENTED WEEP INSERTS AT TOP AND BOTTOM OF WALL AT 24" O.C. (MAX.), WITH FLUID APPLIED VAPOR PERMEABLE AIR BARRIER ON 5/8" GLASS-MAT FACED GYPSUM SHEATHING ON COLD FORMED METAL STUD FRAMING (SEE STRUCTURAL DRAWINGS).
B2012-G	8" X 4" X 16" SINGLE WYTHE STRUCTURAL BRICK (SEE STRUCTURAL DRAWINGS) 5/8" MOISTURE RESISTANT GYP BD ON 1 5/8" FURRING AT 24" O.C. WITH CONTINUOUS XPS INSULATION AT INTERIOR SIDE OF WALL.

Tsunami Express Car Wash

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BUILDING MATERIAL REPRESENTATION RENDERING

Tsunami Express Car Wash

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Exterior 3D VIEW



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BUILDING MATERIAL REPRESENTATION RENDERING

Tsunami Express Car Wash

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Exterior 3D VIEW