#### CITY OF CEDARBURG PLAN COMMISSION March 4, 2024

A regular meeting of the Plan Commission, City of Cedarburg, Wisconsin, will be held at 7:00 p.m. on Monday, March 4, 2024. Attendees have the option of joining the meeting in person at City Hall, W63N645 Washington Avenue, upper level, Council Chambers, or online via the following Zoom link:

https://us02web.zoom.us/j/81143826712

#### **AGENDA**

1. CALL TO ORDER - Mayor Mike O'Keefe

2. ROLL CALL: Present - Mayor Mike O'Keefe, Council Member Patricia Thome, Jack Arnett, Adam

Voltz, Kip Kinzel, Sig Strautmanis, Tom Wiza

Also Present - Jon Censky, City Planner, Administrative Assistant Theresa Hanaman

- 3. STATEMENT OF PUBLIC NOTICE
- 4. APPROVAL OF MINUTES February 5, 2024
- 5. <u>COMMENTS AND SUGGESTIONS FROM CITIZENS</u>
- 6. REGULAR BUSINESS; AND ACTION THEREON
- A. Petitioner: Jordan Larson Cedarway Development

Request: Final Approval of the Detailed Plans, Certified Survey Map, and of the

**Development Agreement** 

Briefing: The petitioner is requesting final approval of the detailed plans, Certified

Survey Map, and of the Development Agreement for the Cedarway project

located on property at W61 N449 Washington Avenue.

<u>Current Zoning</u>: Rm-1 PUD <u>Aldermanic District</u>: W3/AD3 Tax Key No.: 13-050-19-13-001

Previous Discussion Dates: July 11, 2023

\* B. Petitioner: **Planning Commission** 

Request: Possible Recommendation of Revised Zoning Code

Briefing: Review and Possible Recommendation of the revised Zoning Code which

can be found online via link: https://www.cityofcedarburg.wi.gov/planning

#### **Previous Discussion Dates:**

- COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS
- \*\*8. MAYOR'S ANNOUNCEMENTS
  - 9. ADJOURNMENT
  - \* Information attached for Commission Members; available through City Clerk's office.
  - \*\* This topic is to be limited to such items as establishing the next meeting date, items for the next agenda, reminders of scheduled community events, etc.

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information. City of Cedarburg is committed to providing access, equal opportunity, and reasonable accommodation for individuals with disabilities in employment, its

services, programs, and activities. To request reasonable accommodation, contact the Clerk's Office at (262) 375-7606 or email: cityhall@ci.cedarburg.wi.us.

#### MEMBERS – PLEASE NOTIFY CITY CLERK'S OFFICE IF UNABLE TO ATTEND MEETING

It is possible that a quorum of members of the Common Council may attend Plan Commission meetings held the first Monday of each month at 7:00 p.m. No business will be conducted by the Common Council and no action will be taken. Attendance is for the purpose of information gathering and exchange.

02/29/2024

#### CITY OF CEDARBURG PLAN COMMISSION

#### PLN20240205-1 UNAPPROVED MINUTES

#### **February 5, 2024**

A regular meeting of the Plan Commission of the City of Cedarburg was held on Monday, February 5, 2024, at Cedarburg City Hall, W63N645 Washington Avenue, upper level, Council Chambers and online via the Zoom app. The meeting was called to order at 7:02 p.m. by Mayor Michael J. O'Keefe.

Roll Call Present - Mayor Michael J. O'Keefe, Council Member Patricia

Thome, Adam Voltz, Jack Arnett, Tom Wiza, Kip Kinzel

Excused- Sig Strautmanis

Also Present - City Planner Jon Censky, Administrative Secretary

Theresa Hanaman, Michael Wirth

#### STATEMENT OF PUBLIC NOTICE

Administrative Secretary Hanaman confirmed that the agenda for the meeting had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

#### **APPROVAL OF MINUTES**

A motion was made by Commissioner Thome, seconded by Commissioner Arnett to approve the Plan Commission minutes from January 17, 2024. Motion carried without a negative vote with Commissioner Strautmanis excused.

#### **COMMENTS AND SUGGESTIONS FROM CITIZENS**

None

### REQUESTING APPROVAL OF THE CSM TO SPLIT THE 2.1-ACRE PIONEER ROAD FRONTAGE FROM THE 9.1-ACRE PARENT PARCEL LOCATED AT N144W58000 PIONEER ROAD.

City Planner Censky explained the applicant would like to split the 2.1-acre Pioneer Road frontage portion of the 9.1-acre site located at the above referenced address. The land division does not include the dedication of right-of-way for public road purposes and the Plan Commission would need to approve all that is necessary. City Planner Censky reiterated to the Plan Commission that the site has been targeted for a future hotel; however, since they are not ready with plans for the hotel at this time, this request is simply to prepare for the sale of the site.

City Planner Censky went on to say that the monument identification sign for the Zuern Business is located on this parcel and therefore, the applicant will need to relocate the

sign or create an easement to address the off-site sign before the CSM is recorded. City Planner Censky confirmed the original plans do not show access directed to Sommerset Ave., but confirmed the City of Cedarburg is allowed to control access.

Commissioner Wiza questioned about the access or restrictions on Pioneer Road, which is Hwy C, and if Ozaukee County has any jurisdiction on the matter. Commissioner Wiza suggested road access allowance should be reviewed by the Plan Commission.

City Administrator Hilvo suggested the Plan Commission not limit the City of Cedarburg's options and leave access open for the site at this time.

**Action**: Commissioner Arnett made a motion to approve the CSM to split the 2.1- acre Pioneer Road frontage from the 9.1-acre parent parcel located at N144W58000 Pioneer Road, Council member Thome seconded the motion. Motion carried without a negative vote with Commissioner Strautmanis excused.

#### REVIEW AND POSSIBLY RECOMMEND APPROVAL OF THE UPDATED AND REVISED ZONING CODE

The Plan Commission discussed the code revisions from last month, with the addition to the Introduction and General Provisions, and prepared to recommend approval from the Common Council for review and ultimate adoption.

Commissioners discussed removing "Accessory Dwelling Units" from all residential districts, eliminating the "CBD Dispensary" from the B-2 District, and clarifying that all of the HPD Historic Preservation Overlay District is located in the B-3 Central Business District.

#### PUBLIC COMMENT

Michael Wirth commented on the Zoning verbiage of SEC. 13-1-3, Purpose and Intent stating it is lacking definition and open to interpretation. Planner Censky responded that the section of the code is typically vague, and the specifics of the code are in the body of the text.

#### COMMENTS AND ANNOUNCEMENTS BY PLAN COMMISSIONERS

Commissioner Arnett spoke with the Parks Director for Ozaukee County and mentioned possibly extending the interurban trail behind the library to feed right into the parking lot of City Hall.

City Planner Censky questioned when a joint meeting with the Common Council would take place. City Administrator Hilvo will have the Clerk's office schedule a joint meeting.

Commissioner Wiza and Commissioner Kinzel notified the Plan Commission they are withdrawing in March of 2024.

#### **MAYOR'S ANNOUNCEMENTS**

Mayor O'Keefe had no comments or announcements.

#### **ADJOURNMENT**

A motion was made by Commissioner Arnett, seconded by Council Member Thome, to adjourn the meeting at 8:05 p.m. The motion was carried without a negative vote with Commissioner Strautmanis excused.

Theresa Hanaman Administrative Secretary

#### JORDAN LARSON FINAL DETAILED PLANS

To: Cedarburg Plan Commission Prepared by: Jonathan Censky, City Planner

Agenda Item: **6.A.** Date: March 4, 2024

**General Information** 

**Applicant:** Jordan Larson

Location: W61 N449 Washington Avenue

Requested Action: Final Details

Existing Zoning: Rm-1 PUD

Proposed Zoning: Rm-1 PUD

**Surrounding Zoning:** Rm-2 - W & S; Rs-5 - E

**Lot Size:** 30,615sf + 9.670sf + 5,281sf (row) = 45,565sf

Existing Land Use: Vacant

#### Report:

Commissioners are reminded that this project successfully went through the PUD rezoning process last year with your review and recommendation on July 11, 2023, and the public hearing and Council approval on October 9, 2023. Since then, the applicant has been working with City Engineer Mike Wieser on the infrastructure, grading, drainage, and erosion control plans and with City Attorney Mike Herbrand on the development agreement. The applicant has also finalized the architectural and landscape plans and is here seeking approval of his final details.

#### Site Plan:

As you know, this project will consist of one 3-unit townhome condominium structure located south of the driveway court and one 4-unit townhome structure located on the northside of the court. The garage behind the existing home fronting Washington Avenue will be removed to make room for the 3-unit building. With the removal of the garage, the applicant will need to provide a parking stall behind the home for the tenants of the home. To address the safety concerns regarding the access from Washington Avenue, the applicant has redesigned the entryway to widen the drive at its intersection with Washington Avenue to provide a better turning radius for those entering the site from the south bound lane. Commissioners are reminded that the PUD zoning locked in the rear and side yard setbacks 12'.

#### **Architecture:**

Following his rezoning last year, the applicant did meet with Commissioners Sig Strautmanis, Adam Voltz and myself to review and discuss his architectural details and has drafted his architectural plans based on those discussions. Accordingly, the applicant proposes to use LP Smartside Vertical, Horizontal and Shake siding in Desert Stone color for the exterior materials. The roof will be covered

Larson Final Details. Page 2

with 50-year dimensional fiberglass dark shingles to compliment the Midnight Shadow colors of the trim boards. The windows will be fiberglass single hung units, the buildings will be equipped with exterior insulated doors and the garage insulated pre-finished metal garage doors.

#### Landscape Plan:

The applicant proposes to have a series of planting beds around the periphery of this project, each including two or three Black Hills Spruce trees accented with Bark Mulch. Adjacent to the building, each patio will be bordered with a planting bed of low grow deciduous shrubs, upright arborvitae, and a colorful assortment of flowers. The plan shows the unscreened dumpsters to be located on the south side of the entrance drive which staff recommends be screened with a wood fence and gate system.

#### **CSM**

Commissioners will recall that as a condition of approval of this project, the applicant was required to combine the front lot that supports his home with the rear lot. To accomplish that task the applicant has submitted the certified survey map included herewith. This CSM will also serve to officially remove the unnecessary Road Reservation located at the west end of this parcel.

#### **Staff Comments:**

As a reminder, the applicant has worked with our fire department to satisfy their access needs and with our engineering department on the drainage details. Furthermore, as this will be a condominium development, the applicant will need to produce the condo documents for Plan Commission review and Common Counsil approval. Staff's review indicates compliance with former conditions of approval and therefore recommends approval subject to the following:

- The minimum slope of the 8" sanitary sewer pipe shall be 0.40%.
- The applicant shall show elevations of the water main.
- Staff recommends the applicant place a store water BMP at the low point in the parking lot to slow surface drainage.
- Staff recommends the parking lot to slope between 1% and 6%
- The entrance drive shall have a vertical face curb and gutter radius and a depressed head curb and gutter along Washington Ave.
- The maximum drive approach slope shall be 8%.
- The dimensional scale on pages 6-9 is wrong.
- the applicant securing Engineering department approval of the grading plans for the area along the south property line.
- The applicant shall provide a 12' wide utility easement along the north, south and west property line.
- The applicant to work with Cedarburg Light and Water for water connection issues/questions.
- Submittal of the final condominium documents.

#### DEVELOPMENT AGREEMENT

Cedar Way LLC Cedarburg, Wisconsin For Cedar Way Condominium

	THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the da	ıy
of	, 2024, by and between the CITY OF CEDARBURG, a Wisconsin municipal	al
corpor	ration (the "City") and Cedar Way, LLC (the "Developer").	

#### **RECITATIONS**

- 0.1 The Developer owns the Property (as hereinafter defined). The tax key number and legal description of the Property is provided in **Exhibit A**;
- 0.2 The Developer desires to develop a seven-unit condominium, consisting of two total buildings, one 3-unit condominium building and one 4-unit condominium building, on the Property and record a Certified Survey Map (as hereinafter defined) as provided in **Exhibit B** to combine the real properties comprising the Property and create easements for public utilities;
- 0.3 The Property is conditionally zoned as a Planned Unit Development Overlay District ("PUD") and City Ordinance § 13-1-69(n)(2) requires that the Plan Commission recommend and the City Council approve a Development Agreement which shall include, without limitation:
  - (a) Timetables for performance/completion of the Improvements (as hereinafter defined);
  - (b) Performance requirements and standards and assurances for all Improvements and/or modifications pertaining to the PUD;
  - (c) Inspection requirements;
  - (d) Prohibition on any division/combination of real estate lots included within the PUD District except as otherwise provided;
  - (e) Provisions for lapsing of specific plan approval and automatic reversion of the zoning status of the Property to non-PUD District status upon specific changes of circumstances or failure of the Development (as hereinafter defined) to materialize as agreed to in the Development Agreement;
  - (f) Agreements, provisions and/or covenants or additional deed restrictions to be recorded against the lot(s) within the PUD District that will perpetually govern the use, maintenance and continued preservation and protection of the Development and any of its common services, common open areas and/or other facilities;

- (g) Exhibits, drawings or other attachments that depict Improvements, including but not limited to structures, fixtures and landscaping and their relative locations in the Development area as well as design and engineering details as necessary to document to a reasonable degree of specificity the type, character and nature of Improvements to be made within the Development area.
- 0.4 The Developer has caused engineering, planning and design services to be performed in preparation for construction of certain Improvements for the Development and will cause additional such services to be performed as the site is developed; and
- 0.5 The Developer intends to contract for installation of certain other site Improvements; and
- 0.6 The City shall cause inspections and approvals of the Improvements being dedicated to the City during installation by Developer based on the City approved civil engineering plans.
- 0.7 The Developer shall record a Declaration of Condominium, as further defined herein, for the purpose of creating the condominium form of ownership for the units located on the Property and for such other purposes set forth herein.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the mutual covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### Article 1

#### **Definitions**

The following terms, whenever used in this Agreement, shall have the following meanings:

- 1.01 "Contract Documents" means all documents now or hereafter evidencing contracts with the Developer or its contractors, sub-contractors or affiliates for construction and installment of the required Improvements set forth in the Improvement Plans and all addenda and amendments thereto.
- 1.02 "Improvements" means the improvements as described in § 4.02 below, to be installed for the benefit of the Development by the Developer (or by contract with the Developer, whether under the Contract Documents as described in § 1.01, or otherwise).

- 1.04 "Declaration of Condominium" means the instrument by which the Property becomes subject to Chapter 703 of the Wisconsin Statutes. Said Declaration of Condominium shall comply with Chapter 703, include all requirements of Section 703.09, Wis. Stats., and include a condominium plat of the Development and for the Property ("Condominium Plat"). For purposes of this Agreement, the Declaration of Condominium includes the Development site, the creation of the incorporated condominium owner's association certain public utility easements to be dedicated to the City and those public road right-of-way areas adjacent to and within the Development. A true and complete copy of the Condominium Plat is attached hereto as **Exhibit C** and is incorporated herein by reference.
- 1.04 "Improvement Plans" means the improvement, grading and landscape plans prepared by M Squared Engineering with last revision dated \_\_\_\_\_\_ submitted by the Developer as approved by the City, along with any approved amendments or supplements. A true and complete copy of the Improvement Plans is attached hereto as **Exhibit D** and is incorporated herein by reference.
- 1.05 "<u>Financial Guarantee</u>" means one or more letters of credit or development bonds issued in conformity with the terms and conditions of this Agreement in the amount determined by the "Schedule of Values for Financial Guarantees" with respect to the Property.
  - 1.06 "Property" means all the real property as described on Exhibit A.
- 1.07 "Development" means the seven-unit condominium, consisting of two total buildings, one 3-unit condominium building and one 4-unit condominium building to be constructed on the Property.

#### Article 2

#### **Term**

The term of this Agreement shall commence upon due execution hereof by or on behalf of all parties.

#### Article 3

#### **Developer's Representations and Warranties**

The Developer represents and warrants that:

- 3.01 <u>Good Title</u>. The Developer owns all of the Property free and clear of all liens and encumbrances other than encumbrances shown on the title policy for the Property and mortgages for the purpose of developing the Property, and that it has retained sufficient rights in and to the balance of the Property so as to make all provisions of this Agreement valid and enforceable against the Developer and all successors in interest.
- 3.02 <u>Contract Documents</u>. The Developer has examined the Contract Documents, is familiar with the specifications set forth therein, and has determined that they are adequate and sufficient for the Developer's purposes.

3.04 <u>Authority</u>. The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer.

#### **Article 4**

#### **Duties of the Developer**

- 4.01 <u>Storm Water BMP Maintenance</u>. This development will install a biofilter pond to treat and store site storm water runoff. Upon completion of the installation of the biofilter by Developer, the Developer and/or condominium owner's association shall accept perpetual maintenance responsibilities for the biofilter.
- 4.02 <u>Construction Duties of the Developer</u>. The Developer shall construct and install the Improvements in a single phase and pay all costs therefor, pursuant to the applicable Contract Documents and Improvement Plans, as follows:
  - (a) Site Grading. Grade the site pursuant to the Improvement Plans and § 14-1-73(c) of the City of Cedarburg Zoning Code approved by the City Engineer. The City acknowledges that a portion of the site (up to 1 acre in size) may be used for storing topsoil and/or fill during construction and may remain ungraded until completion of construction of all of the units in the Development. Prior to the installation of all underground utilities, Developer shall certify to the City that the grading has been completed in compliance with the aforementioned Improvement Plans. In the event that the actual grade is not in compliance, Developer shall pay all costs associated with making the grade compliant relaying the underground electrical services.
  - (b) <u>Sanitary Sewerage Systems</u>. Developer agrees to pay for and install all onsite sanitary sewerage facilities including all sewer mains and service laterals necessary to serve the Development as depicted in the Improvement Plans. All sanitary sewer mains shall be dedicated to the City.
  - (c) <u>Water Supply Facilities</u>. Developer agrees to pay for and install all onsite water supply facilities including all water mains, service laterals and appurtenances necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All water mains shall be dedicated to the City.
  - (d) <u>Storm Water Drainage Facilities</u>. Developer agrees to pay for and install all onsite storm water drainage facilities pursuant to § 14-2 necessary to serve the Development as depicted in the Improvement Plans as approved by the City. All on-site biofilters and grass swales shall be private and shall be maintained by the Developer and subsequent condominium owners' association in perpetuity.
  - (e) <u>Private Utilities</u>. Developer shall file preliminary plans and Developer agrees to pay for and install private underground gas mains, electric distribution lines, cable television and telephone cables, pursuant to § 14-1-59.
  - (f) <u>Record Drawings</u>. Prepare record drawings for those portions of the above work that are being dedicated to the City, pursuant to § 14-1-52(e). Developer shall prepare such drawings for work completed during each phase of the Development.

- Provide full sized prints on 4 mil mylar as well as an electronic version in Auto Cad.
- Curb and Gutter. Developer agrees to pay for and install concrete curb and gutter (g) at the entrance to the Development as shown on the Improvement Plans and pursuant to § 14-1-54.
- (h) Sidewalks and Walking Paths. Developer agrees to pay for and install 5-foot wide concrete sidewalk along the Washington Avenue frontage, and as shown on the Improvement Plans and as approved by the City Engineer, pursuant to § 14-1-67. . All sidewalks installed for public use shall be located in the public road right-ofway and be dedicated to the City. The Developer and subsequent condominium owners association shall be responsible for the clearing of snow, ice or other materials that might limit the public use of the sidewalks.
- (i) Intersection Improvements. Developer agrees to pay for and install a fully improved connection to Washington Avenue to include concrete curb and gutter and sidewalk as required by the City. Such improvements shall be dedicated to the City.
- (j) Street Lighting. Street lighting within the site shall be private lighting maintained by the Developer as approved by the Plan Commission.
- (k) Landscaping Other Than Street Trees. Developer shall pay for and install landscape features as shown in the Improvement Plans. Such landscape features shall be maintained in perpetuity by the Developer or subsequent condominium owners association.
- (m) Erosion Control. Developer shall pay for, install and maintain erosion control using best management practices and pursuant to § 14-1-63, Chapter 14-2, and Chapter 15-2. Developer must comply with all applicable DNR permits, the City's Erosion Control Permit, and the Storm Water Management Permit.
- (n) Emergency Services and Utility Access Easement Grant. Developer hereby grants to the City, its employees, agents, contractors, successors, and assigns, pedestrian and motor vehicle access over, across, through and under all private drives and parking lots within the Development for purposes of pedestrian and vehicular access to maintain and repair all public utilities within the Development and for pedestrian and vehicular access for all governmental emergency services, including, but not limited to, police, fire, ambulance and emergency government. Such Easement grant shall be expressly stated on the Certified Survey Map and Final Condominium Plat for the Development.
- (o) Retaining Wall Developer agrees to pay for and install all retaining walls. Upon completion of the installation of the retaining wall by the Developer, the Developer and subsequent condominium owners association shall accept perpetual maintenance responsibilities for the retaining wall(s).

- 4.03 <u>Time for Completion</u>. Each of the items in § 4.02 above shall be completed on the dates specified in this Agreement. Pursuant to § 13-1-69(o)(2)(4), if a building permit is not issued for the first condominium unit in the Development within one (1) year of receiving the PUD zoning, the PUD district zoning for the Property shall be automatically discontinued and replaced with the zoning designation that existed prior to the PUD rezoning.
- 4.04 <u>Impact and Connection Fees</u>. Subject to the provisions of any State of Wisconsin law, prior to issuance of any building permit for a condominium building and payable at the time of building permit application, the following impact and connection fees will be due for condominium unit:

Sanitary Sewer Connection Fee \$ 2,781.23 Library Building Fee \$ 1,586.57 per unit

Police Station Fee \$ 1,540.53 per unit

Park Facilities Fee \$ 1,475.98per unit

Water Supply Facilities Fee \$ 2,107.32 per unit

The fees set forth above are based on the City's rates for 2024

All of the above impact and connection fees are subject to an annual adjustment pursuant to § 3-6-9 of the Code of Ordinances.

#### 4.05 <u>Developer Payments</u>.

(a) Parkland Dedication and Fee in Lieu of Parkland Dedication. Developer shall pay a fee-in-lieu of Parkland Dedication for the Development in the amount of \$869.29 per condominium unit. The fee for each unit is due at the time of Building permit issuance for such unit.

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- (b) Other Improvement Costs. Developer is responsible to pay for all reasonable engineering, administrative and legal fees associated with the Development, during the installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, and other fees associated therewith.
- (c) <u>Account Statements</u>. Developer shall review and approve all engineering, inspection, and attorney draw requests received by the City and pertaining to the

- Improvements. The City shall provide copies of each such request with supporting documentation to the Developer.
- (d) <u>Recording Fees</u>. Developer shall pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of the Certified Survey Map, and any separate dedication instruments and grants of easements as are directly attributable to the Development.
- 4.06 <u>Property Manager</u>. The Developer and subsequent condominium owners association shall act as or shall retain a property manager who will be responsible for the maintenance of the private driveway, biofilter and all common elements.
- 4.07 <u>Financial Guarantee</u>. Developer shall provide an irrevocable letter of credit or an approved development bond to the City, which shall not expire prior to fourteen (14) months following the completion of all Improvements being dedicated to the City shown on the Improvement Plans, for the estimated costs of the installation of all such Improvements including: erosion control, biofilter, surface lift of asphalt pavement, public utilities, sidewalks, inspection and engineering fees. The Developer may apply for a reduction of the Financial Guarantee pursuant to § 14-1-51 of the Cedarburg Zoning Code Regulations. The City shall be authorized from time to time to draw against the Financial Guarantee for costs incurred and due the City pursuant to this Agreement if the Developer has not made payments or not completed required work in a timely manner as determined by the City Engineer.

The amount of the Financial Guarantee shall be based on the Bids/Estimates for the Improvements as set forth in the Schedule of Values in § 4.08 of this Agreement.

4.08 Schedule of Values for Financial Guarantee. Developer shall provide the Financial Guarantee which shall be dated no later than seven (7) days prior to the commencement of construction of the Improvements, in the amounts set for in § 4.06 and the Schedule of Values attached hereto. The Financial Guarantee shall be sufficient to cover the estimated costs to complete the Improvements for the Development that are being dedicated to the City based on § 4.02 and the Schedule of Values for the Development which include, but are not limited to, the required sewer and water main extensions and street signs.

[SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE ON NEXT PAGE]

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#### SCHEDULE OF VALUES FOR FINANCIAL GUARANTEE

#### <u>Item</u>

	ESTIMATED COST
Biofilter	2051
Erosion control	
Sanitary Sewer	
Water Main	
Asphalt Pavement surface layer	
Washington Avenue entrance (concrete curb, sidewalk, and pavement	
Street Signs	
Legal Fees (City)	
Inspection Fees (including but not limited to City Administration fees)	
Sub Total of Construction and Related Costs (Rounded)	
Add 20% additional Contingency	
THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE ITEM COSTS MAY VARY. THE TOTAL FINANCIAL GUARANTEE IS AVAILABLE TO THE CITY FOR COMPLETION OF EACH LINE ITEM. THE CITY IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE FINANCIAL GUARANTEE.	

TOTAL OF FINANCIAL GUARANTEE:

4.09 <u>Completion Schedule</u>. Developer shall complete the Improvements being dedicated to the City no later than December 31, 2024.

#### 4.10 Quality of Work.

- (a) All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and all Improvements being dedicated to the City shall be done in accordance with established standards and specifications of the City as directed by the City Engineer.
- (b) The City shall have the right during the course of construction of Improvements being dedicated to the City under this Agreement to direct the Developer to issue contract change orders to be paid by Developer, and to amend the plans and specifications, but only to the extent required to assure that construction will conform to City standards and specifications. All contract change orders proposed by Developer involving public rights of way or easements shall be approved by the City.

#### Article 5

#### **Indemnification**

#### 5.01 Indemnification Agreement.

- In addition to, and not to the exclusion or prejudice of, any other provision of this (a) Agreement, the Developer shall indemnify and hold harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, reasonable attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of the Developer under this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the Developer or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect.
- (b) If a claim is made against the City related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the City agrees that it shall, within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The

Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the City, defend any claim on behalf of the City in which case the Developer or its insurer is authorized to act on behalf of the City in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the City.

- 5.02 Extent of Damages. In every case, but not as a limitation on the liability of the Developer to the City, where judgment is recovered against the City on any such claim as provided in this Article 5, if notice has been given to Developer under § 5.01 above, any judgment thereon shall be conclusive upon the Developer as to the amount of damages and as to its liability therein; provided, however, notwithstanding anything to the contrary contained herein, the City shall reserve and maintain all of its rights and remedies to pursue recovery of all legal and equitable remedies.
- 5.03 <u>Limitations as to Financial Guarantee</u>. It is expressly understood and agreed by the City, unless specifically directed and authorized by the Developer, that the Financial Guarantee as required of the Developer pursuant to § 4.07 above, is not subject to any draw by the City, or any other party or person, to pay for any, or all, claims for personal injury and property damage arising from the construction or installation of such Improvements, but that the Financial Guarantee is exclusively limited to the payment for the Improvements not provided for by the Developer pursuant to the terms hereof, and for no other purposes.

#### Article 6

#### **Compliance**

- 6.01 <u>Compliance With Law and Regulations</u>. The Developer shall, in the performance of this Agreement, comply with, and give all stipulations and representations required by all applicable federal, state and local laws, ordinances and regulations. The Developer shall also require such compliance, stipulations and representations with respect to any contract entered into by Developer with others pertaining to the work covered by this Agreement.
- 6.02 <u>Public Records Law</u> The Developer understands that the City is bound by the Wisconsin Public Records Law, Wis. Stat. Sec. 19.21, *et. Seq.*, Pursuant to Wis. Stat. Sec. 19.36(3), City may be obligated to produce, to a third party, the records of Developer that are "produced or collected" by Developer under this Agreement ("Records"). Developer is further directed to Wis. Stat. Sec. 19.21, *et. Seq.*, for the statutory definition of Records subject to disclosure under this paragraph, and Developer acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Developer is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. Developer's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Developer must defend and hold the City harmless from liability due to such breach.

#### Article 7

#### **Conditions and Waivers**

Except as otherwise provided in this Agreement, the City shall have no duty to issue building permits for construction of buildings within the Development unless and until all the following have occurred:

- 7.01 <u>Improvement Plans.</u> Improvement plans including sanitary sewer, watermain, biofilter, and grading plans for the Development have been approved by the City Engineer.
- 7.02 Improvements. Construction of site grading, sanitary, sewerage systems, water supply facilities, stormwater drainage facilities, and gravel base for driveway and/or parking lots are completed pursuant to Section 4.02 and the sewer and watermain improvements are dedicated and accepted by the city in accordance with the schedule specified in Section 4.09.
- 7.03 <u>Impact Fees</u>. The Developer has paid the fees referenced in 4.05 (a) and (b) for the condominium units for which the building permit is requested and all impact and connection fees for the issuance of a building permit for such condominium unit.
- 7.04 Except as otherwise provided in the Agreement, the city shall have no duty to issue occupancy permits for buildings within the Development unless and until all the following have occurred.
- (a) <u>Natural gas, electrical, communications cable have been completely installed servicing the building for which Developer is seeking occupancy.</u>
- (b) Sanitary sewer, watermain, storm sewer, and all laterals in the right-of-way have been completely installed and approved serving the building for which Developer is seeking occupancy.
- (c) Paved parking is constructed and completed serving the building for which Developer is seeking occupancy.
- (d) Developer or Landowner has granted all access and maintenance easements to the City, as required in Article 4, herein.

#### Article 8

#### **Additional Terms**

- 8.01 <u>Time is of Essence</u>. The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.
- 8.02 <u>Dedication</u>. Subject to the applicable provisions of the City Ordinances, as amended, upon the final approvals of the Common Council and recording of the Certified Survey Map, the public utility easements dedicated therein by the Developer may be accepted by the City. Additionally, the Developer shall, without charge to the City, upon completion of all of the

Improvements being dedicated to the City pursuant to § 4.02, unconditionally give, grant, convey, and fully dedicate the same to the City, and its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation, any and all structures, mains, conduits, pipes, lines, equipment, and appurtenances pertaining to such Improvements. After such Dedication, the City shall be solely responsible for the maintenance, repair and replacement of such Improvements and have the right to connect or integrate other Improvements or public facilities to the Improvements hereunder as the City decides, without payment or award to, or consent required of, the Developer.

8.03 No Waiver: Remedies. The failure of any party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any parties' rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. In no event shall any terms or conditions of this Agreement be deemed or interpreted as a waiver by the City or its insurer of any Statutory immunities, defenses, or other rights provided by law, including, but not limited to, notice rights under Chapter 893, Wis. Stats., damage limitations and statutory immunities or any kind. To the extent that indemnification is available and enforceable, neither the City nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

8.04 <u>Notices</u>. All notices and other communications provided for under this Agreement shall be in writing (including telefax communications) and mailed (certified), sent by facsimile, or personally delivered:

If to the City, as follows:

With a copy to:

Attorneys at Law 1650 9<sup>th</sup> Avenue

Attorney Michael Herbrand

Houseman and Feind, LLP

Mike Wieser, P.E.
Director of Engineering and Public Works
Cedarburg City Hall
W63 N645 Washington Avenue
Cedarburg, WI 53012
Event (202) 287 2051

Cedarburg, WI 53012 Grafton, WI 53024 Fax: (262) 387-2051 Fax: (262) 377-6080

If to Developer, as follows:

Cedar Way, LLC Attn: Jordan D. Larson

\_\_\_\_

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party in accordance herewith. Delivery of all such notices and communications shall be deemed complete, (a) if mailed, when deposited in the mail for certified mail, return receipt

requested, postage prepaid, or (b) if sent by facsimile, when confirmed as being received by the party to whom faxed or delivered, or (c) when personally delivered.

- 8.05 <u>Force Majeure</u>. The obligations of either of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties.
- 8.06 <u>Amendments</u>. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure from this Agreement shall in any event be effective unless the same shall be in writing and signed by both parties, and it shall be effective only in the specific instance and for the specific purpose for which given.
- 8.07 <u>Assignment</u>. This Agreement, and the interests hereunder, shall not be assigned except with the prior, written consent of the City.
- 8.08 <u>Survival</u>. All of the terms, conditions, and provisions of this Agreement, including but not limited to, all indemnification provisions, shall survive the completion of this Agreement.
- 8.09 <u>Severability of Provisions</u>. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- 8.10 <u>Headings</u>. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.
- 8.11 <u>Integration of Terms</u>. This Agreement represents the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers or agents as of the date first above written.

	CITY OF CEDARBURG
	by: Michael O'Keefe, Mayor
	Countersigned:
	Tracie Sette, City Clerk
STATE OF WISCONSIN ) ) ss COUNTY OF OZAUKEE)	
	day of, 2024, the above-named ette, City Clerk, to me known to be the persons who knowledged the same.
	Notary Public, State of Wisconsin
	My Commission:

#### CEDAR WAY, LLC

	by:		
	Jordan Larson, Member		
STATE OF WISCONSIN )			
) ss			
COUNTY OF MILWAUKEE)			
Personally came before me this		, 2024,	the
above-named Jordan Larson, to me known and acknowledged the same on behalf of,	1	oing instru	ment
,	, and the second		
	Notary Public, State of Wisconsin		
	My commission:		

Drafted by: City of Cedarburg

After recording, please return to: Tracie Sette, City Clerk City of Cedarburg P.O. Box 49 Cedarburg, WI 53012-0049

#### **EXHIBIT A**

#### <u>Legal Description of Property</u>

[To be inserted]

The Tax Key Numbers for the Property are Tax Key No. 130501913001 and 130501911003

Lot One (1) of Certified Survey Map No. 1246 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 318654, being a division of all of Lot 12 and part of Lots 11 and 13, Block 19, Assessor's Plat of the City of Cedarburg, in the North East ¼ of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin.

AND TOGETHER WITH an easement for ingress and egress as contained in Access Easement Reservation recorded on January 3, 2006 as Document No. 833625.

#### And:

Lot Four (4) of Certified Survey Map No. 1246 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 318654, being a division of all of Lot 12 and part of Lots 11 and 13, Block 19, Assessor's Plat of the City of Cedarburg, in the North East ¼ of Section 34, Township 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin.

AND TOGETHER WITH an easement for ingress and egress as contained in Access Easement Reservation recorded on January 3, 2006 as Document No. 833625.

#### **EXHIBIT B**

Certified Survey Map

[To be inserted]

#### **EXHIBIT C**

Improvements Plans, including Landscape Plans, Completed by

[To be inserted]

#### **EXHIBIT D**

#### **Condominium Plat**

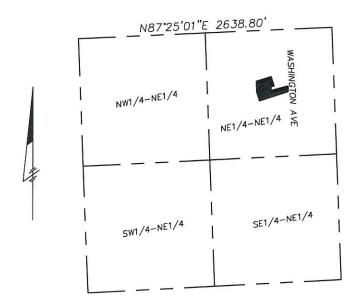
#### OZAUKEE COUNTY CERTIFIED SURVEY MAP NO.

LOTS 1 AND 4. AND THAT PART DEDICATED FOR THE FUTURE HANOVER STREET, OF CERTIFIED SURVEY MAP NO. 1246, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

OWNER:

JORDAN D. LARSON **N81W6995 PINE ST** CEDARBURG, WI 53012 SURVEYOR:

ANTHONY J. GROMACKI, PLS M SQUARED ENGINEERING, LLC N19W6719 COMMERCE CT CEDARBURG, WI 53012 PHONE 262-376-4246



#### **VICINITY MAP**

NE 1/4, SECTION 34, T. 10 N., R. 21 E. SCALE 1" = 1000'

#### SHEET INDEX

**VICINITY MAP & NOTES** SHEET 1 **EXTERIOR BOUNDARY** SHEET 2

SURVEYOR'S CERTIFICATE SHEET 3

OWNER'S CERTIFICATE & APPROVALS SHEET 4

#### COORDINATE SYSTEM - BASIS OF BEARINGS

WISCONSIN SPC SOUTH ZONE - US SURVEY FEET GEODETIC DATUM: NAD 83 (2011) EPOCH 2010.00

THE NORTH LINE OF THE NE 1/4, SECTION 34, T.10N., R.21E. RECORDED AS N.87°25'01"E.

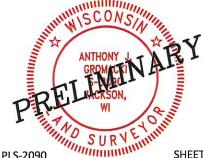
#### **SURVEY NOTES**

- THE PURPOSE OF THIS CSM IS THE RE-DIVISION OF LOTS 1 & 4, AND THE MERGING OF THAT PART DEDICATED FOR THE FUTURE HANOVER STREET, OF CERTIFIED SURVEY MAP NO. 1246.
- THE PROPERTY WAS REZONED BY CITY OF CEDARBURG ORDINANCE NO.xxxxxx



M SQUARED ENGINEERING LLC N19 W6719 COMMERCE CT CEDARBURG, WI 53012 PHONE (262) 376-4246 msquaredengineering.com

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090



SHEET 1 OF 4

#### OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. LOTS 1 AND 4, AND THAT PART DEDICATED FOR THE FUTURE HANOVER STREET, OF CERTIFIED SURVEY MAP NO. 1246, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN LOT 1 13-107-07-05-001 CSM 1332 180.06 N72°11′09″E 180. N74°51′E 180.00′)R1 13-050-19-08-000 (S2'03'31"W 207.18')R1 N72°15'21"E 24.68' 101.61° (101.59')R1 FROM THE P.O.B. THE NW CORNER OF THE NE1/4 OF SECTION 34-10-21, PLSS NO. 10211360, CONC. MONUMENT & SEWRPC BRASS CAP, BEARS N.76°24'26"W, 1909.39 FT. LOT 3 9'00"E CSM 1246 13-050-19-11-001 S0.42,34"E (N75'54'48"E 149.97')R1 P.O.B. 51 150.10 ORIGINAL LOT 4 CSM 1246 13-050-19-11-003 N73°15'17"E 02 207.12 (51.00')R1 N2°12'19"W 107. (S2'06'54"E 107.72') LOT 2 CSM 1246 S73°12'33"W 34.10' HOUSE 13-050-19-11-004 (N75°54'48"E 34.19')R1 WASHINGTON AVENUE L6 N74'06'49"E 20' ACCESS & UTILITY EASEMENT AREA DOC. NO. 0833625 183 49 S0°32'10"E 48.17' 161.63 L2 ,75 )R3 (S2°03'31"E 48.40')R1 (54.59')R1 L5 ORIGINAL LOT 1 CSM 1246 13-050-19-13-001 LOT 1 LOT 2 HOUSE 0.1935 ACRES N16.55 0.7244 ACRES 8,428 SQ. FT. 31,556 SQ. FT. GARAGE 8 (517-31"18"E 35 W \$72°21'21 (\$74°58'01' 26"W)R1 LOT 2 CSM 519 13-050-19-14-001 LOT 1 CSM 519 13-050-19-14-000 LOT 1 S72°48'12"W 26.74' CSM 4220 13-050-19-04-001 **LINE TABLE** DIST. NO. **BEARING** (S02°03'31"W 20.20 FT)R2 S00°42'34"E 20.19 L1 S81°26'03"W 152.92 (S84°01'19"W 152.73 FT)R2 12 S74°06'49"W (S76°41'44"W 26.20 FT)R2 L3 26.61 (N02°03'31"E 20.74 FT)R2 N00°32'10"W 20.74 L4 SURVENIUM SURVENIUM (N76°41'44"E 22.39 FT)R2 S74°06'49"W L5 22.39 (N84°01'19"E 156.84 FT)R2 S81°26'03"W 156.97 L6 **LEGEND** 0-21 N.87'25'01"E. = FOUND 1.3" O.D. (1" I.D.) IRON PIPE OR AS NOTED 岁 SOUTH = SET 3/4" x 18" REBAR - 1.502 LB/FT W/P.C. "PLS 2090" BEARINGS = FOUND EASEMENT POINT - 1.3" O.D. (1" I.D.) IRON PIPE = EXTERIOR BOUNDARY -= EASEMENT LINES BASIS OF B WISCONSIN RECORDED NORTH LII SECTION -= PARCEL LINES 83 ( )R1 = RECORD PER CSM NO. 1246 NAD )R2 = RECORD PER DOC. NO. 0833625 50 100 )R3 = RECORD PER CSM NO. 4220

GRAPHICAL SCALE 1 INCH = 50 FEET

SHEET 2 OF 4

THIS INSTRUMENT DRAFTED BY ANTHONY J. GROMACKI, PLS-2090

#### OZAUKEE COUNTY CERTIFIED SURVEY MAP NO.

LOTS 1 AND 4, AND THAT PART DEDICATED FOR THE FUTURE HANOVER STREET, OF CERTIFIED SURVEY MAP NO. 1246, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN

#### SURVEYOR'S CERTIFICATE

I, ANTHONY J. GROMACKI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED LOTS 1 AND 4, AND THAT PART DEDICATED FOR THE FUTURE HANOVER STREET, OF CERTIFIED SURVEY MAP NO. 1246, RECORDED IN THE OFFICE OF THE REGISTER FOR DEEDS FOR OZAUKEE COUNTY, WISCONSIN, AS DOCUMENT NO. 318654, BEING A DIVISION OF ALL OF LOT 12 AND PART OF LOTS 11 AND 13, BLOCK 19, ASSESSOR'S PLAT OF THE CITY OF CEDARBURG, IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, IN THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE S.76°24'26"E., 1909.39 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER OF LOT 4, CSM 1246; THENCE N.72°19'00"E., 131.04 FEET TO THE SOUTHEAST CORNER OF LOT 1, CSM 1332; THENCE N.72°15'21"E., 24.68 FEET TO THE NORTHWEST CORNER OF LOT 3, CSM 1246; THENCE S.17°52'46"E., 94.32 FEET TO THE SOUTHWEST CORNER OF LOT 3, CSM 1246; THENCE S.73°12'33"W., 34.10 FEET TO THE NORTHWEST CORNER OF LOT 2, CSM 1246; THENCE S.00°32'10"E., 48.17 FEET TO THE SOUTHWEST CORNER OF LOT 2, CSM 1246; THENCE S.00°42'34"E., 54.49 FEET TO THE NORTHEAST CORNER OF LOT 1, CSM 519; THENCE S.72°21'26"W., 277.49 FEET TO THE NORTHWEST CORNER OF LOT 1, CSM 519; THENCE S.72°48'12"W., 26.74 FEET TO THE SOUTHWEST CORNER OF THE ROAD DEDICATED BY CSM 1246, ALSO A BOUNDARY CORNER OF LOT 1, CSM 4220; THENCE N.17°35'19"W. ALONG THE BOUNDARY OF CSM 4220, 93.40 FEET; THENCE CONTINUING ALONG SAID CSM 4220 BOUNDARY N.2°12'19"W., 107.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.9179 ACRES OR 39,984 SQUARE FEET.

THAT I HAVE MADE THIS SURVEY AND MAP AT THE DIRECTION OF JORDAN D. LARSON, OWNER OF SAID LANDS.

**THAT** SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED, THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE CITY OF CEDARBURG LAND DIVISION ORDINANCE IN SURVEYING, DIVIDING, AND MAPPING THE SAID LAND.

DATED THIS 15 DAY OF FEBRUARY, 2024.

PRELIMINARY

ANTHONY J. GROMACKI
PROFESSIONAL LAND SURVEYOR S-2090



## OZAUKEE COUNTY CERTIFIED SURVEY MAP NO. LOTS 1 AND 4, AND THAT PART DEDICATED FOR THE FUTURE HANOVER STREET, OF CERTIFIED SURVEY MAP NO. 1246, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 21 EAST, CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN OWNER'S CERTIFICATE I, JORDAN D. LARSON, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND SHOWN AND DESCRIBED HEREIN TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY §236.10 OR §236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF CEDARBURG

PRELIMINARY

JORDAN D. LARSON, OWNER

CITY OF	<b>CEDARBURG</b>	<b>PLAN</b>	<b>COMMISSION</b>	<b>APPROVAL</b>

THIS CERTIFIE	D SURVEY MAP IS HEREBY	APPROVED BY THE PLAN COMMISSION OF THE CITY OF	CEDARBURG
ON THIS	DAY OF	, 2024.	

PRELIMINARY
MICHAEL O'KEEFE, MAYOR

PRELIMINARY
TRACIE SETTE, CITY CLERK

CITY	OE	CEDAR	RIIRG	COM	MON	COLING	A II	<b>PPROVAL</b>
CIII	UF	CEDANI	טחטכ	COIVII	VIOIV	COON	ᄓᆫᄶ	FFNOVAL

THIS CERTIFIE	D SURVEY MAP IS HEREBY	APPROVED AND ACCEPTED BY THE COMMON COUNCIL	OF THE CITY OF CEDARBURG
ON THIS	DAY OF	2024	



PRELIMINARY
TRACIE SETTE, CITY CLERK



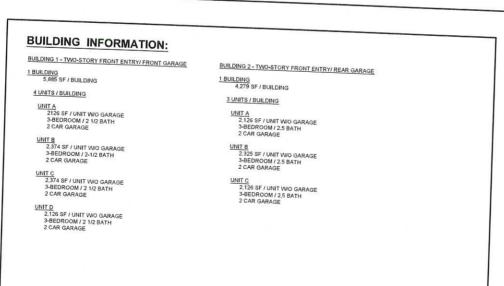
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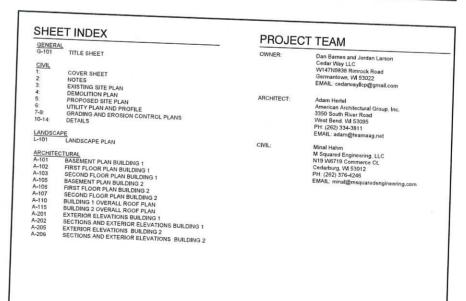
## Cedarway Condos

W61N449 WASHINGTON AVE City of Cedarburg, Ozaukee County









Issue Date:

02 / 16 / 2024

Revision:

Project Number:
23008

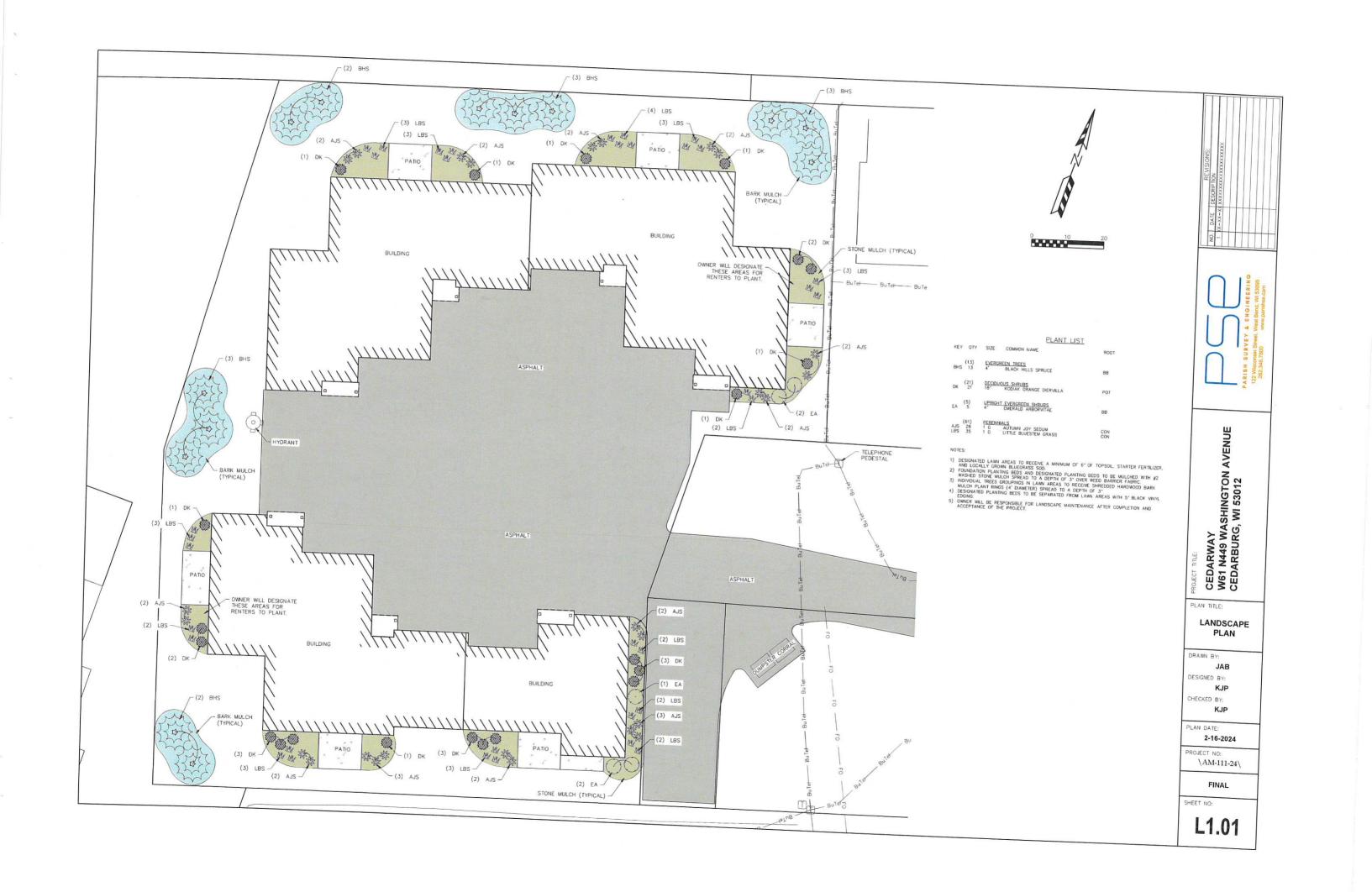
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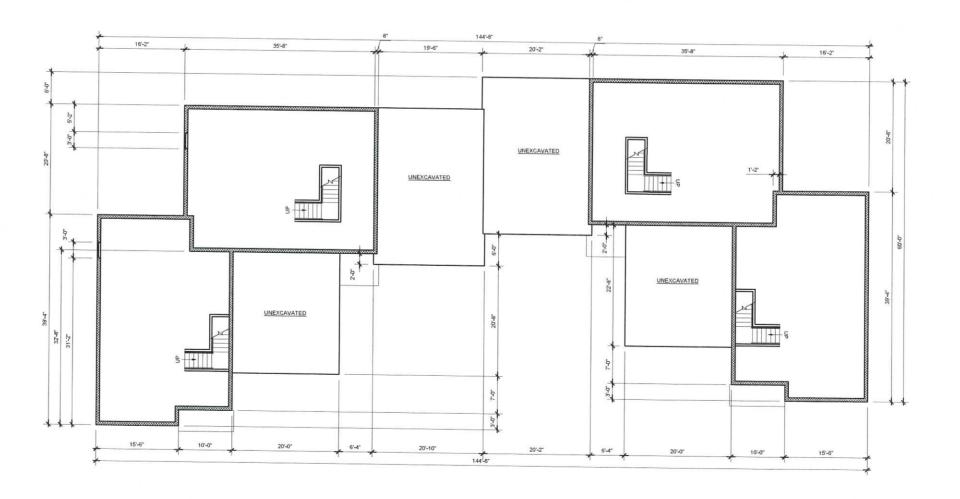
G-101

Sheet Number:

CODE INFORMATION







#### **BASEMENT PLAN BUILDING 1**



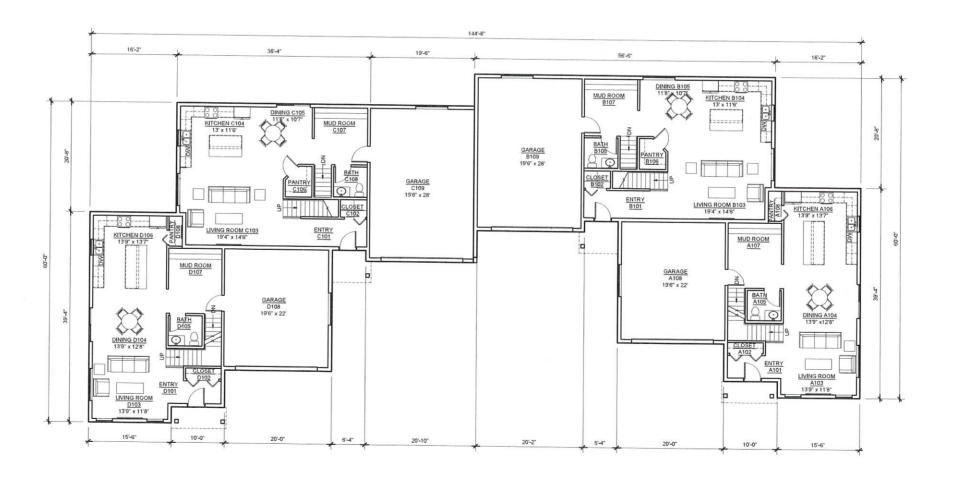
Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee

Issue Date: 02 / 16 / 2024

Project Number: 23008

Sheet Title: BASEMENT PLAN -BUILDING 1





FIRST FLOOR PLAN BUILDING 1

Cedarway Condos W61N449 WASHINGTON AVE

Issue Date: 02 / 16 / 2024

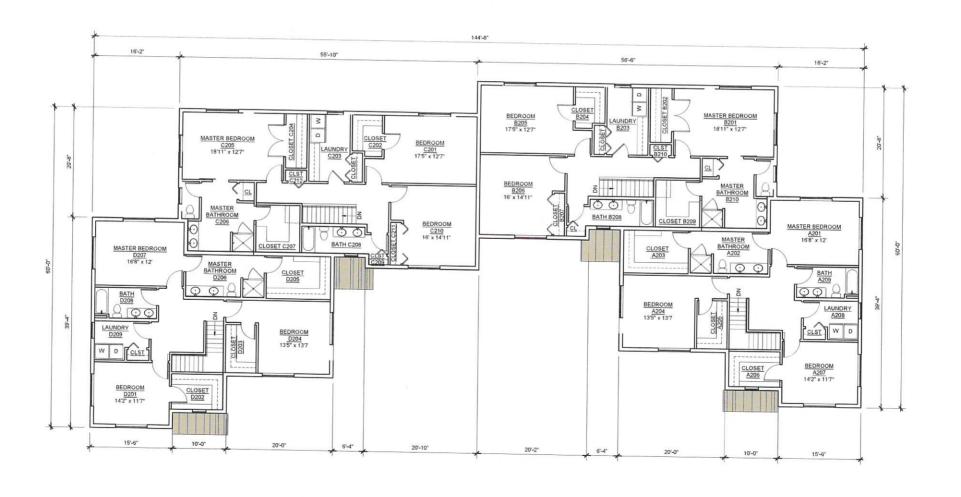
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Project Number: 23008

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## Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee

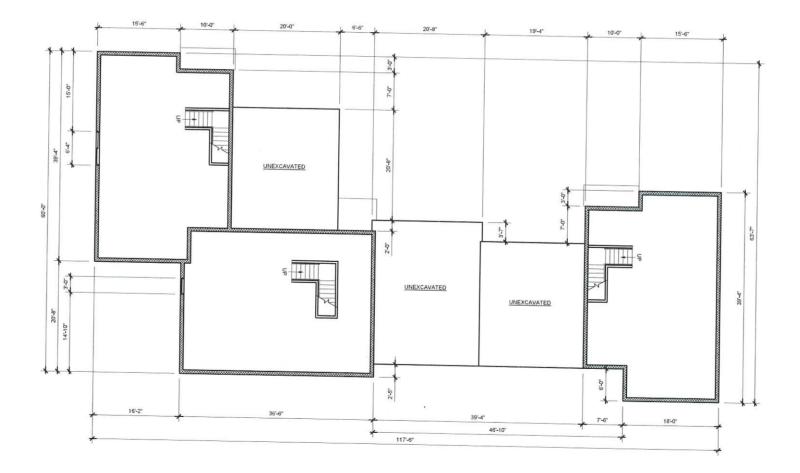
Issue Date: 02 / 16 / 2024

Revisio

Project Number: 23008

Sheet Title: SECOND FLOOR PLAN -BUILDING 1

Sheet Number







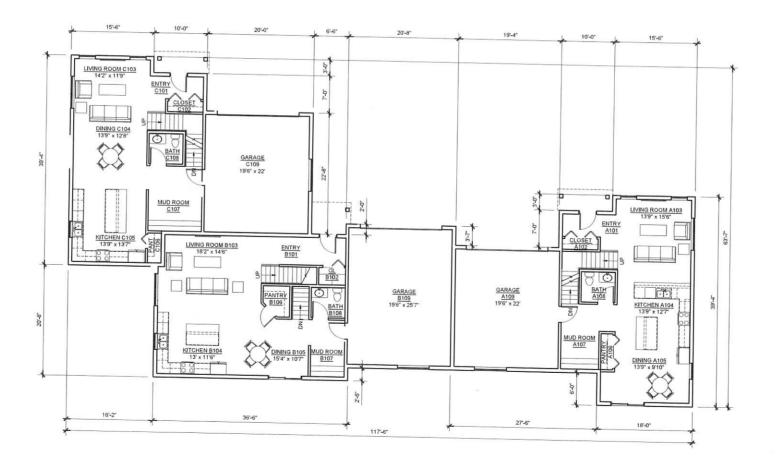


# Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee

Issue Date: 02 / 16 / 2024

Project Number: 23008

Sheet Title: BASEMENT PLAN -BUILDING 2









# Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee

PROPOSED Issue Date: 02 / 16 / 2024

Project Number: 23008

Sheet Title: FIRST FLOOR PLAN -BUILDING 2





# Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee

Issue Date: 02 / 16 / 2024

PROPOSED

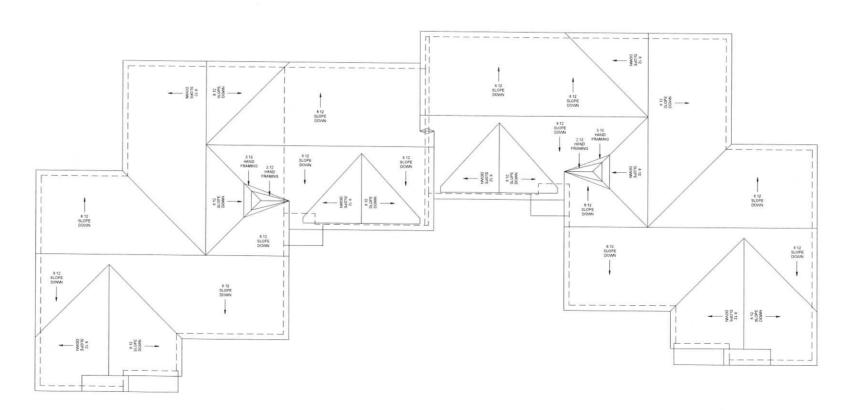
Revision:

Project Number: 23008

Sheet Title: SECOND FLOOR PLAN -BUILDING 2

Sheet Number





# BUILDING 1 OVERALL ROOF PLAN



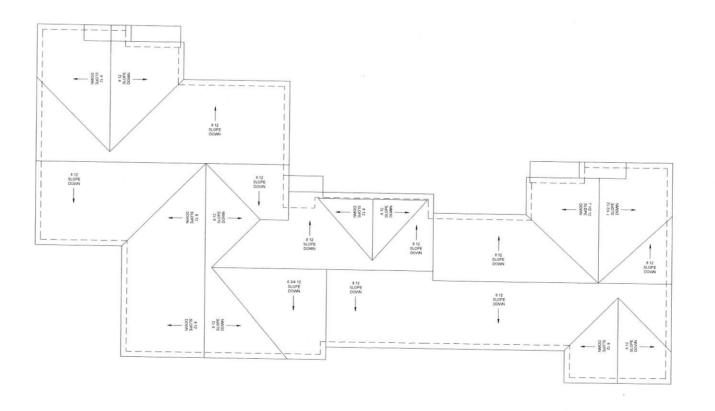
# Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee PROPOSED

Issue Date: 02 / 16 / 2024

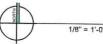
Project Number: 23008

Sheet Title: OVERALL ROOF PLAN -BUILDING 1

Sheet Number:



# **BUILDING 2 OVERALL ROOF PLAN**





# Cedarburg, Condos W61N449 WASHINGTON AVE

Issue Date: 02 / 016 / 2024

Revisio

Project Number: 23008

Sheet Title: OVERALL ROOF PLAN -BUILDING 2

Sheet Num

### EXTERIOR MATERIALS:

- EXTERIOR MATERIALS:

  1. 50 YEAR DIMENSIONAL FIBERGIASS SHINGLES
  2. LP SMARTSIDE VERTICAL SIDING SMOOTH (COLOR DESERT STONE)
  3. ALUMINUM VENTED SOFTIT COLOR MIDNISHIT SHADOW)
  5. 1 x 10 YEAR SHADOWN AND DOOR TOOLOR MIDNISHIT SHADOW)
  5. 1 x 10 TRIM BOARD (COLOR MIDNISH SHADOW)
  7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
  7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
  8. INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: GRAY)
  9. FIBERGIASS SINGLE HUNG WINDOW
  10. FRONT PORCH COLUMN (COLOR: WHITE) FYPON OR EQUAL
  11. 24\* DIA DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
  11. 22\* DIA DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
  12. 1 x 10 ROOF GABLE AND EAVE TRIM BOARD (COLOR: AVERN STEEL)
  13. EXTERIOR INSULATED STEEL DOOR
  14. FIBERGIASS SUIDING PATIO DOOR
  15. LP SMARTSIDE SHAVE SIDING (COLOR: QUARRY GRAY)
  16. LP SMARTSIDE HORIZONTAL SIDING (COLOR: DESERT STONE)





# NORTH ELEVATION - BUILDING 1

1/8" = 1'-0"



**WEST ELEVATION - BUILDING 1** 

15 EL: 131'-7 5/8" TOP OF RIDGE EL: 130'-4 1/4"
TOP OF RIDGE 12 3... EL: 120'-5"
TRUSS BEARING 5 2 (6) EL: 111'-3 7/8" SECOND FLOOR 16 FIRST FLOOR 14)

**EAST ELEVATION - BUILDING 1** 



1/8" = 1'-0"

**SOUTH ELEVATION - BUILDING 1** 

1/8" = 1'-0"

# Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee PROPOSED Issue Date: 02 / 16 / 2024

Revision:

Project Number:

23008

Sheet Title: **EXTERIOR ELEVATIONS** -**BUILDING 1** 

Sheet Number:

### EXTERIOR MATERIALS:

- EXTERIOR MATERIALS:

  1. 50 YEAR DIMENSIONAL FIBERGLASS SHINGLES
  2. LP SMARTSIDE VERTICAL SIDING SMOOTH (COLOR: DESERT STONE)
  3. ALUMINUM VENTED SOFFIT (COLOR: MIDNIGHT SHADOW)
  4. 1 x 4 WINDOW AND DOOR TRIM BOARD (COLOR: MIDNIGHT SHADOW)
  5. 1 x 10 TRIM BOARD (COLOR: MIDNIGHT SHADOW)
  7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
  7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
  9. FIBERGLASS SINGLE HUNG WINDOW
  19. FRONT PORCH COLUMN (COLOR: WHITE) FYPON OR EQUAL
  11. 24\* DIA DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
  11. 24\* DIA DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
  12. 1 x 10 ROOF GABLE AND EAVE TRIM BOARD (COLOR: CAVERN STEEL)
  13. EXTERIOR INSULATED STEEL DOOR
  14. FIBERGLASS SLIDING PATIO DOOR
  15. LP SMARTSIDE SHAKE SIDING (COLOR: QUARRY GRAY)
  16. LP SMARTSIDE HORIZONTAL SIDING (COLOR: DESERT STONE)





## **SOUTH ELEVATION - BUILDING 2**



1/8" = 1'-0"



1/8" = 1'-0"



Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee

Issue Date:

Revision:

Project Number: 23008

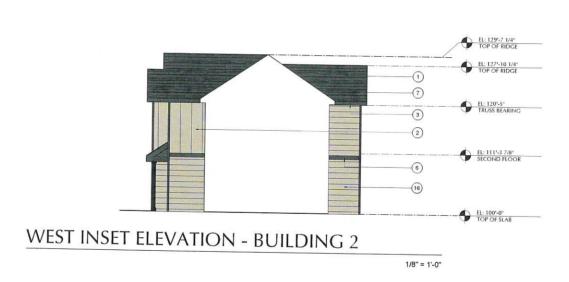
**EXTERIOR ELEVATIONS** -**BUILDING 2** 

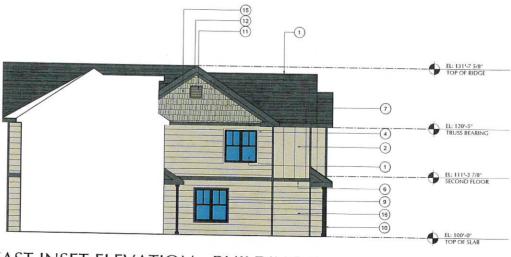
### EXTERIOR MATERIALS:

- LATERIOR MATERIALS.

  1. 50 YEAR DIMENSIONAL FIBERGLASS SHINGLES
  2. LP SMARTSIDE VERTICAL SIDING SMOOTH (COLOR: DESERT STONE)
  3. ALUMINUM VENTED SOFFIT (COLOR: MIDNIGHT SHADOW)
  5. 1 x 8 TRIM BOARD (COLOR: MIDNIGHT SHADOW)
  6. 1 x 10 TRIM BOARD (COLOR: MIDNIGHT SHADOW)
  7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
  7. PRE-FINISHED GUTTERS AND DOWNSPOUTS
  8. INSULATED PRE-FINISHED METAL GARAGE DOOR (COLOR: GRAY)
  9. FIBERGLASS SINGLE HUNG WINDOW
  10. FRONT PORCH COLUMN (COLOR: WHITE) FYPON OR EQUAL
  11. 24\* DIA. DECORATIVE VENTED LOUVER (COLOR: WHITE) FYPON OR EQUAL
  12. 1 x 10 ROOF GABLE AND EAVE TRIM BOARD (COLOR: CAVERN STEEL)
  13. EXTERIOR INSULATED STEEL DOOR
  14. FIBERGLASS SILDING PATIO DOOR
  15. LP SMARTSIDE SHARE SIDING (COLOR: QUARRY GRAY)
  16. LP SMARTSIDE SHARE SIDING (COLOR: DESERT STONE)







EAST INSET ELEVATION - BUILDING 2

1/8" = 1'-0"

# Cedarway Condos W61N449 WASHINGTON AVE Cedarburg, Ozaukee PROPOSED Issue Date: 02 / 16 / 2024

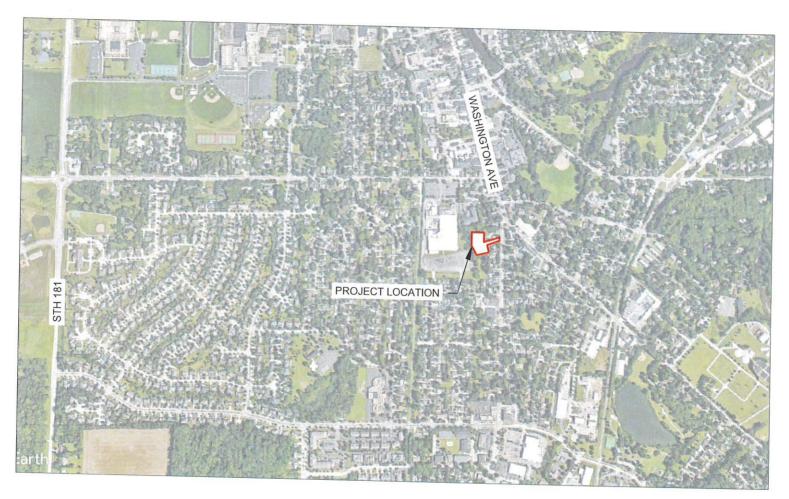
Project Number: 23008

Sheet Title: SECTIONS AND EXTERIOR ELEVATIONS - BUILDING 2

# CEDARWAY DEVELOPMENT

W61 N449 WASHINGTON AVE CEDARBURG, WI 53012





# INDEX:

1:

- **COVER SHEET**
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- EXISTING SITE PLAN
- 4: DEMOLITION PLAN
- 5: PROPOSED SITE PLAN
- 6: UTILITY PLAN AND PROFILE
- 7-9: GRADING AND EROSION CONTROL PLANS
- 10-14: DETAILS



VICINTY MAP

ORIGINAL PLANS PREPARED BY

(Professional Engineer Signature)

PROJECT:

CEDARWAY DEVELOPMENT

W61 N449 WASHINGTON AVE
CEDARBURG, WI 53012

PROJECT #:

DRAWN BY:

CHECKED BY:

M SQUARED ENGINEERING LLC

MSQUAREDENGINEERING.COM CEDARBURG - (262) 376-4246 M SQUARED ENGINEERING LLC
N19 W6719 COMMERCE CT
CEDARBURG, WI 53012

DRAWING TITLE:

COVER SHEET

- THE LOCATION OF EXISTING UNDERGROUND AND ABOVE GROUND UTILITIES SHOWN ON THE DRAWINGS ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS AND SHALL BE CONSIDERED APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UTILITIES SHOWN AND NOT SHOWN AND SHALL PROVIDE NECESSARY MEASURES TO PROTECT UTILITIES FROM DAMAGE DUE TO THE CONTRACTOR'S WORK, SHOULD UTILITIES THAT ARE NOT SHOWN ON THE DRAWINGS BE
- CALL DIGGERS HOTLINE A MINIMUM OF 3 WORK DAYS PRIOR TO EXCAVATION TO OBTAIN LOCATION OF PARTICIPANT'S UNDERGROUND FACILITIES. THE CONTRACTOR SHALL PERFORM REQUIRED UTILITY LOCATION SERVICES PRIOR TO THE START OF WORK.
- ELEVATIONS ARE BASED ON NGVD29 WISCONSIN STATE PLANES, US FT.
- ALL UTILITY ELEVATIONS ARE SHOWN AS INVERT ELEVATIONS UNLESS OTHERWISE NOTED.
- RIM ELEVATIONS ARE GIVEN TO THE NEAREST 0.01 FT.
- ALL EXISTING UTILITIES THAT ARE NOT SHOWN TO BE RELOCATED OR ABANDONED SHALL BE PROTECTED IN-PLACE BY THE CONTRACTOR DURING CONSTRUCTION. ANY DAMAGE TO THESE UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE. IF ANY UTILITY IS NEEDED TO BE RELOCATED, AT THE DISCRETION OF THE CONTRACTOR,
- 8. ALL TRAFFIC CONTROL SHALL COMPLY WITH THE WISCONSIN MUTCD. OUTSIDE LANE CLOSURES SHALL BE PER WISCONSIN DOT SDD 15D20-B.
- ALL WORK SHALL BE CONSTRUCTED IN THE PUBLIC RIGHT OF WAY AND TO SHALL MEET CITY OF CEDARBURG REQUIREMENT AND THE SATISFACTION OF OWNER AND
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, M SQUARED ENGINEERING AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION AND
- M SQUARED ENGINEERING AND ITS AGENTS ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THESE PLANS WITHOUT THE EXPRESSED WRITTEN CONSENT OF M SQUARED ENGINEERING.
- 12. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY WORK, PERMITS AND INSPECTIONS FOR THE CONSTRUCTION OF THESE CIVIL PLANS INCLUDING, BUT NOT LIMITED TO, TRAFFIC CONTROL, DEMOLITION, DISPOSAL, UTILITY REMOVALIRELOCATION/CONSTRUCTION, GRADING/PAVING, ETC.PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL REFER TO, AND ADHERE TO ANY RELEVANT ENVIRONMENTAL ASSESSMENT REPORTS. IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, ENVIRONMENTAL-RELATED CONDITIONS, OR UNEXPECTED SUBGRADE CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE OWNER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IF NO SITE GEOTECHNICAL REPORT IS AVAILABLE, SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH WISDOT STANDARDS.
- 15. CONTRACTOR IS RESPONSIBLE FOR SITE SECURITY AND SAFETY. OWNER AND ENGINEER ASSUMES NO RESPONSIBILITY FOR EITHER SITE SECURITY OR SAFETY.
- 16. THE MUNICIPALITY, OWNER AND ENGINEER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE IMPROVEMENTS DETAILED IN THESE CIVIL PLANS, CONTRACTOR TO PAY/COORDINATE ALL INSPECTIONS. REJECTED CONSTRUCTION SHALL BE RECONSTRUCTED AT CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST
- ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSES TO THE SATISFACTION AND AT NO ADDITIONAL COST TO THE OWNER/ENGINEER.
- EXISTING ITEMS TO REMAIN SHALL BE CAREFULLY PROTECTED DURING CONSTRUCTION. ANY DAMAGE TO THESE ITEMS WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER/ENGINEER.
- CONTRACTOR SHALL PROTECT ALL EXISTING STORM SEWERS, CULVERTS, AND ALL OTHER EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL NOT TO DISTURB ANY EXISTING WETLANDS UNLESS CALLED FOR IN THE CONSTRUCTION PLANS
- 21. NO EQUIPMENT OR MATERIALS SHALL BE STORED WITHIN THE RIGHT OF WAY OF STREET UNLESS SPECIFIED ON THESE PLANS. 22. CONTRACTOR SHALL MINIMIZE GROUND DISTURBANCE TO ONLY THOSE AREAS THAT ARE NECESSARY TO THE CONSTRUCTION.
- GRADING/PAVEMENT:
- 1. CONCRETE CURB & GUTTER JOINT SPACING SHALL BE 10 FEET UNLESS AUTHORIZED BY THE CITY OF CEDARBURG.
- THE 5" ASPHALT CONCRETE PAVEMENT TYPE 1 SHALL CONSIST OF A 1-314" SURFACE COURSE AND A 3-1/4" BINDER COURSE, A 9" STONE BASE, AND A 1-1/4" CRUSHED LIMESTONE
- ASPHALTIC MATERIAL FOR TACK COAT HAS BEEN ESTIMATED AT AN APPLICATION RATE OF 0.05-0.07 GALLONS PER SQUARE YARD AND SHALL BE PLACED BETWEEN ALL LAYERS OF ASPHALTIC PAVEMENT, THE COST OF FURNISHING APPLYING TACK SHALL BE INCLUDED IN THE PRICE BID PER TON OF ASPHALT PAVEMENT.
- EARTHWORK BALANCE IS THE RESPONSIBILITY OF THE CONTRACTOR
- 5. ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. ROADWAY AND DRIVEWAY ELEVATIONS ARE PAVEMENT GRADES UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION. DISCREPANCIES OR OTHER MODIFICATIONS REPORTED/MADE AFTER CONSTRUCTION COMMENCEMENT SHALL BE AT CONTRACTOR'S COST.
- SUBGRADE TO BE CONSTRUCTED/PREPARED AS SPECIFIED BY PROOFROLLING AREAS TO BE FILLED/PAVED IN ACCORDANCE WITH CITY OF CEDARBURG STANDARDS. SOFT AREAS SHALL BE REPAIRED AS APPROVED BY ENGINEER.
- ALL PAVING SHALL CONFORM TO CURRENT STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION, CITY OF CEDARBURG ORDINANCES INCLUDING CITY OF CEDARBURG CONCRETE CONSTRUCTION SPECIFICATIONS INCLUDED IN THE PROJECT SPECIFICATIONS.
- SIGN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- 10. ALL SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE. SIDEWALKS SHALL BE A MINIMUM OF 5" IN THICKNESS, EXCEPT IN AREAS OF DRIVE APPROACHES WHERE THE SIDEWALKS SHALL BE A MINIMUM OF 7" IN THICKNESS,
- 11. CONSTRUCT 1/2" EXPANSION JOINTS EVERY 50" AND AT EACH END OF ANY NEW SIDEWALK CONSTRUCTED BETWEEN TWO EXISTING WALKS IF SUCH NEW SIDEWALK EXCEEDS 50" IN 5. LENGTH.
- NO TREES OR SHRUBS ARE TO BE REMOVED UNLESS INDICATED FOR REMOVAL ON THE PLANS OR APPROVED BY THE ENGINEER PRIOR TO REMOVAL
- RESTORATION TOPSOIL 6" MIN, SEED, FERTILIZE AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION, CONTRACTOR TO WATER AND MAINTAIN UNTIL 80%

### SANITARY SEWER:

- 1. SANITARY SEWER PIPE SHALL BE ASTM 3034 SDR 35 PVC SEWER PIPE FOR MAINS AND LATERALS.
- 2. SANITARY SEWER LATERALS SHALL BE 6" DIAMFTER
- 3. SANITARY SEWER LATERALS SHALL CONNECT TO THE MAIN WITH "Y" OR TEE "Y" FITTINGS.
- MANHOLE CONNECTIONS SHALL BE WATERTIGHT RUBBER BOOT OR A-LOCK TYPE CONNECTIONS.
- MANHOLES SHALL BE 48" DIAMETER PRECAST CONCRETE MANHOLES WITH ELLIPTICAL CONE TOPS WITH 26" OPENINGS AND WITH R-1661 1710 MANHOLE CASTINGS WITH SOLID GASKETED COVERS AND CONCEALED PICK HOLE. TYPE B SELF-SEALING REQUIRED.
- 6. MANHOLE JOINTS SHALL HAVE A DOUBLE ROW OF EASY STICK SEAL ANT
- 7. CHIMNEY SEALS ARE REQUIRED. ADAPTOR INC INTERNAL/EXTERNAL CHIMNEY SEALS...
- COMPLETED SANITARY SEWER MAIN MUST PASS AIR TEST AND NO-GO TEST, MANHOLE VACUUM TESTING.
- 9. SANITARY MAINS SHALL BE TELEVISED BEFORE ACCEPTANCE BY THE CITY OF CEDARBURG
- SANITARY SEWERS SHALL BE BEDDED WITH 3/8" LIMESTONE BEDDING CHIPS TO A POINT 12" ABOVE THE SEWER PIPE.
- 11. INVERTS FOR MANHOLES SHALL BE FORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION.
- 12. ALL INLETS AND CATCH BASIN ELEVATIONS, STATION AND OFFSETS ARE TO THE FLOW LINE.
- 13. ALL MANHOLE ELEVATIONS, STATION AND OFFSETS ARE TO THE CENTER OF STRUCTURE.
- 14. GRANULAR BACKFILL SHALL BE COMPACTED IN 8" LIFTS.
- GRANULAR BACKFILL IS REQUIRED FOR ALL SANITARY SEWER, WATERMAIN, STORM SEWER, AND LATERALS INSTALLED OR RELAYED WITHIN THE R.O.W UNDER THIS

- 1. ALL WATER MAIN SHALL BE C900 CLASS 150-DR18 WITH INTEGRAL ELECTROMETRIC BELL AND SPIGOT JOINS, ALL WATER MAIN VALVES SHALL BE RESILIENT SEATED
- CONTRACTOR TO SUPPLY AND MAINTAIN ALL PUMPS USED FOR BY-PASS PUMPING, CONTRACTOR IS REQUIRED TO HAVE EXTRA PUMPS ON SITE AND DUAL PUMPS ARE
  TO BE USED FOR OVERNIGHT PUMPING.
- 3. COST OF ALL FERNCO USED TO CONNECT TO EXISTING PIPE ARE INCIDENTAL TO THE COST OF THE PIPE.
- GRANULAR BACKFILL SHALL BE COMPACTED IN 8" LIFTS.
- WATER MAIN BEDDING AND COVER MATERIAL SHALL BE CRUSHED LIMESTONE CHIPS OR SAND, IF A WET TRENCH CONDITION EXISTS, THE WATER MAIN BEDDING AND COVER MATERIAL SHALL BE SUPPORTED BY 3" OF CRUSHED LIMESTONE SCREENING
- 6. ASPHALT MILLINGS SHALL NOT BE USED AS BACKFILL FOR ANY WATER MAIN/SERVICE INSTALLATIONS
- PVC RESTRAINER GLANDS, AS MANUFACTURED BY MEGA-LUG CORP, OR EQUAL, SHALL BE USED TO RESTRAIN DUCTILE IRON FITTINGS USED WITH PVC PIPE.
- 8. ALL BENDS, TEES, CAPS, HYDRANTS, AND PLUGS SHALL BE BLOCKED WITH SOLID CONCRETE BLOCKS IN CONJUNCTION WITH MEGA LUG RESTRAINT GLANDS.
- ALL FITTINGS SHALL BE DUCTILE IRON CEMENT MORTAR LINED WITH INTERNAL AND EXTERNAL BITUMINOUS COATING MEETING THE REQUIREMENT OF AWWA
  STANDARD C-110 (ANSI 21.10). COMPACT FITTINGS MEETING THE REQUIREMENTS OF AWWA STANDARD C-1531 (ANSI 21.53) MAY BE USED FOR PVC PIPE. MECHANICAL
  JOINT FITTINGS SHALL BE USED IN AREAS WHERE RESTRAINED JOINTS ARE REQUIRED, MECHANICAL JOINTS SHALL MEET THE REQUIREMENTS OF AWWA C-1111 (ANSI
  21.11). ALL FITTINGS SHALL HAVE A MINIMUM WORKING PRESSURE OF 250 PSI. FITTINGS USED WITH PVC PIPE SHALL HAVE PLAIN RUBBER GASKETS.
- 10. POLYETHYLENE WRAP SHALL MEET THE REQUIREMENTS OF AWWA STANDARD C-105(ANSI A21.9) USING CLASS C (BLACK) POLYETHYLENE MATERIAL WITH 8 MILS MINIMUM THICKNESS, AND SHALL BE INSTALLED ON ALL DUCTILE IRON WATER MAINS, FITTINGS, HYDRANTS, AND VALVE BOXES.
- 11. WATER SERVICE CURB-STOPS REQUIRE THE USE OF 6" BLUE POLY WRAP. CORE & MAIN PRODUCT CODE: S6PW060B
- 12. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH CEDARBURG LIGHT AND WATER WHEN MAKING FINAL CONNECTIONS TO THE NEW WATER MAIN IN ORDER TO MINIMIZE INCONVENIENCE CAUSED BY THE TEMPORARY DISRUPTION OF THE WATER SERVICE. CLW WILL REQUIRE AT LEAST 24-HOUR NOTICE PRIOR WIDELDAY.
- 13. THE CONTRACTOR SHALL INSTALL THE WATER MAIN ACCORDING TO THE GRADES SET FORTH ON THE PLANS WITH NO HIGH POINTS WITH THE EXCEPTION OF HYDRANT LOCATIONS. IF A HIGH POINT CANNOT BE AVOIDED, AN AIR RELEASE VALVE CAN BE INSTALLED AT THIS POINT AT OWNER'S EXPENSE IF SO ORDERED BY THE ENGINEER.

### DEMOLITION NOTES:

- 1. DEMOLITION AND DISPOSAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION OVER THIS WORK INCLUDING FEDERAL, STATE, COUNTY, AND THE LOCAL MUNICIPALITY.
- ALL STRUCTURES, PAVEMENT, GRAVELED SURFACES AND UTILITIES SHALL BE COMPLETELY DEMOLISHED/REMOVED AS NOTED ALL MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. DISPOSAL OF ALL ITEMS SHALL BE PROPERLY DISPOSED.
- 3. THE OWNER, ARCHITECT, AND ENGINEER AND THEIR AGENTS ASSUMES NO RESPONSIBILITY AND MAKES NO REPRESENTATION AS TO THE CONDITION OF THE STRUCTURES/MATERIALS TO BE REMOVED OR THE SPECIFIC MATERIALS THAT COMPRISE THEIR MAKEUP AND CONTENTS. CONTRACTOR TO MAKE ITS OWN DETERMINATION IF HAZAROOUS MATERIALS EXIST. IF HAZAROOUS MATERIALS ARE ENCOUNTERED DURING DEMOLITION OPERATIONS, DEMOLITION SHALL CEASE AND THE OWNER SHALL BE NOTIFIED THE MATERIAL SHALL BE REMOVED, CONTAINERIZED, TRANSPORTED AND DISPOSED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, COUNTY AND CITY LAWS AND REGULATIONS. DO NOT RESUME UNTIL SPECIFICALLY AUTHORIZED BY THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS LAWS. CONTRACTOR IS RESPONSIBLE FOR CLEAR AND GRUBBING AS WELL AS ALL TREE REMOVAL WITH PROPOSED CONSTRUCTION FOOTPRINT. TRACE SHALLS SHALL BE REMOVED AND BACKFILLED IN ACCORDANCE WITH WISDOT STANDARDS.
- NO BURNING OF MATERIALS FROM THE SITE IS PERMITTED. THE USE OF EXPLOSIVES ON THIS PROJECT IS NOT PERMITTED UNLESS SPECIFIED BY THE ENGINEER.
- CONTRACTOR SHALL STRIP TOPSOIL FROM ALL AREAS THAT ARE TO BE GRADED OR BUILT UPON. TOPSOIL SHALL BE STOCKPILED IN A LOCATION PRE-APPROVED BY ENGINEER/JOWNER. STOCKPILE SHALL HAVE SILT FENCE INSTALLED AROUND THE PERIMETER.
- CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO ADJACENT PROPERTIES. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT PRE-APPROVAL FROM THE ADJACENT LAND OWNERS AND SPECIFIC UTILITY(IES).
- 8. GRAVEL AREAS ONLY REMOVE GRAVEL DOWN TO FINAL GRADE (FOR PROPOSED GRAVEL AREAS) OR TOP OF SUBGRADE GRADES (FOR AREAS TO RECEIVE PAVEMENT).

### CONSTRUCTION SEQUENCE:

- 1. INSTALL EROSION CONTROLS PRIOR TO OTHER CONSTRUCTION ACTIVITIES. INSTALL IN THE FOLLOWING ORDER: TRACKING PAD, LAKE PROTECTION AND THEN SILT
- 2. CLEAR AND GRUB SITE
- 3. THE ROUGH GRADING SHALL BE PERFORMED PRIOR TO BEGINNING OTHER SITE GRADING AND UTILITY CONSTRUCTION. UPON GRADING COMPLETION AND BEFORE VEGETATING POND, REMOVE AND DISPOSE OF SILT BUILDUP.
- 4. GRADINGIPAVINGWATER AND SANITARY UTILITY CONSTRUCTION. CONTACT CITY PRIOR TO WATER AND SANITARY CONNECTIONS TO EXISTING SERVICES.
- 5. INSTALL STORM SEWER ALONG WITH IT'S EROSION CONTROL DEVICES AS SPECIFIED ON THE CONSTRUCTION PLANS. 6. INSTALL STREET STONE BASE, CURB AND GUTTER, SIDEWALK, THEN PLACE BINDER COARSE PAVEMENT.
- 7. ALL DISTURBED AREAS OUTSIDE PAVEMENT AREAS MUST BE STABILIZED WITHIN 14 DAYS OF INITIAL GROUNDBREAKING OR WITHIN 7 DAYS OF ACHIEVING FINAL GRADE, WHICHEVER OCCURS FIRST.
- 8. REMOVE TEMPORARY SOIL EROSION AND SEDIMENT CONTROLS.

- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DNR TECHNICAL STANDARDS. PROTECT INLETS, CULVERTS, AND ADJACENT PROPERTIES WITH SILT FENCING UNTIL CONSTRUCTION IS COMPLETE.
- INSTALL EROSION CONTROL MEASURES PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIALS AS SHOWN
- INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
- INSPECT EROSION CONTROL MEASURES WITHIN 24 HOURS AFTER EACH RAINFALL EVENT OF 0.5 INCHES OR GREATER, REPAIR ANY DAMAGE OBSERVED
- EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING A 70% UNIFORM ESTABLISHED VEGETATIVE COVER.
- INSTALL A GRAVEL TRACKING PAD AT EACH CONSTRUCTION ENTRANCE TO THE SITE BEFORE ANY EARTH DISTURBING ACTIVITIES OCCUR. PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEPT AND FOR SCRAPED DAILY TO REMOVE SOIL, DIRT AND FOR DUST
- INSTALL INLET PROTECTION IN ALL STORM SEWER INLETS AND CATCH BASINS IN AND ADJACENT TO PROJECT SITE.
- INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES.
- INSTALL CHECK DAMS WITHIN DRAINAGE DITCHES IN ACCORDANCE WITH BMP'S.
- 10. INSTALL EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.)
- PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
- BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
- 13. ALL CONSTRUCTION TRAFFIC SHALL ENTERILEAVE VIA THE INTERSECTION OF SUSAN LANE AND SUSAN COURT.
- CONCRETE TRUCKS AND EQUIPMENT USED IN CONCRETE UTILIZATION SHALL WASHOUT IN DESIGNATED CONCRETE WASHOUT FACILITIES ON SITE. CONTRACTOR IS RESPONSIBLE FOR PROPER SETUP, MAINTENANCE, AND UTILIZATION OF CONCRETE WASHOUTS.
- ALL WASTE AND UNUSED CONSTRUCTION MATERIALS SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL
- THE CONTRACTOR SHALL INSTALL SEDIMENT BASINS TO PREVENT SEDIMENT FROM ENTERING THE QUARRY. SEDIMENT SHALL BE REMOVED PRIOR TO OWNER ACCEPTANCE OF SITEWORK.
- DISCHARGE FILTERED TRENCH WATER INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH DNR TECHNICAL STANDARD 1061 PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM, OR DRAINAGE DITCH. UNFILTERED WATER SHALL NOT BE ALLOWED TO ENTER THE QUARRY AT ANY
- SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY. SEPARATE SWEPT MATERIALS (SOILS AND TRASH) AND DISPOSE OF ACCORDINGLY.
- CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MINIMIZE EROSION AND WATER POLLUTION CAUSED BY CONSTRUCTION, METHODS OF EROSION CONTROL SHOULD FOLLOW WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS. DETWATERING SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARDS. UTILIZE GEOTEXTILE BAG(S) PLACED ON UNDISTURBED GROUND WHEN

NORTH ARROW-CEDARWAY DEVELOPMENT W61 N449 WASHINGTON AVE CEDARBURG, WI 53012 PROJECT # 02/16/2024 DRAWN BY: М. НАНМ

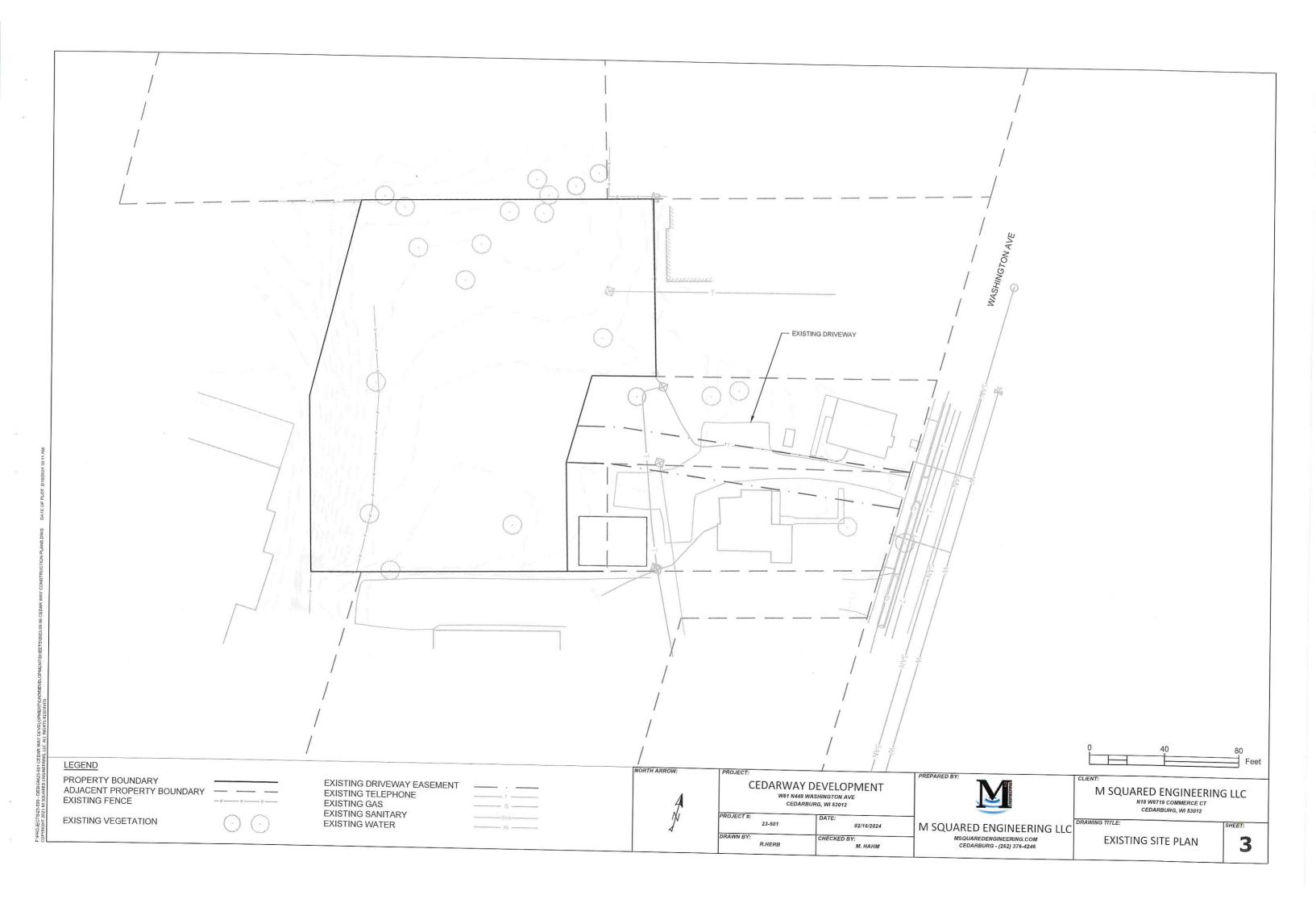
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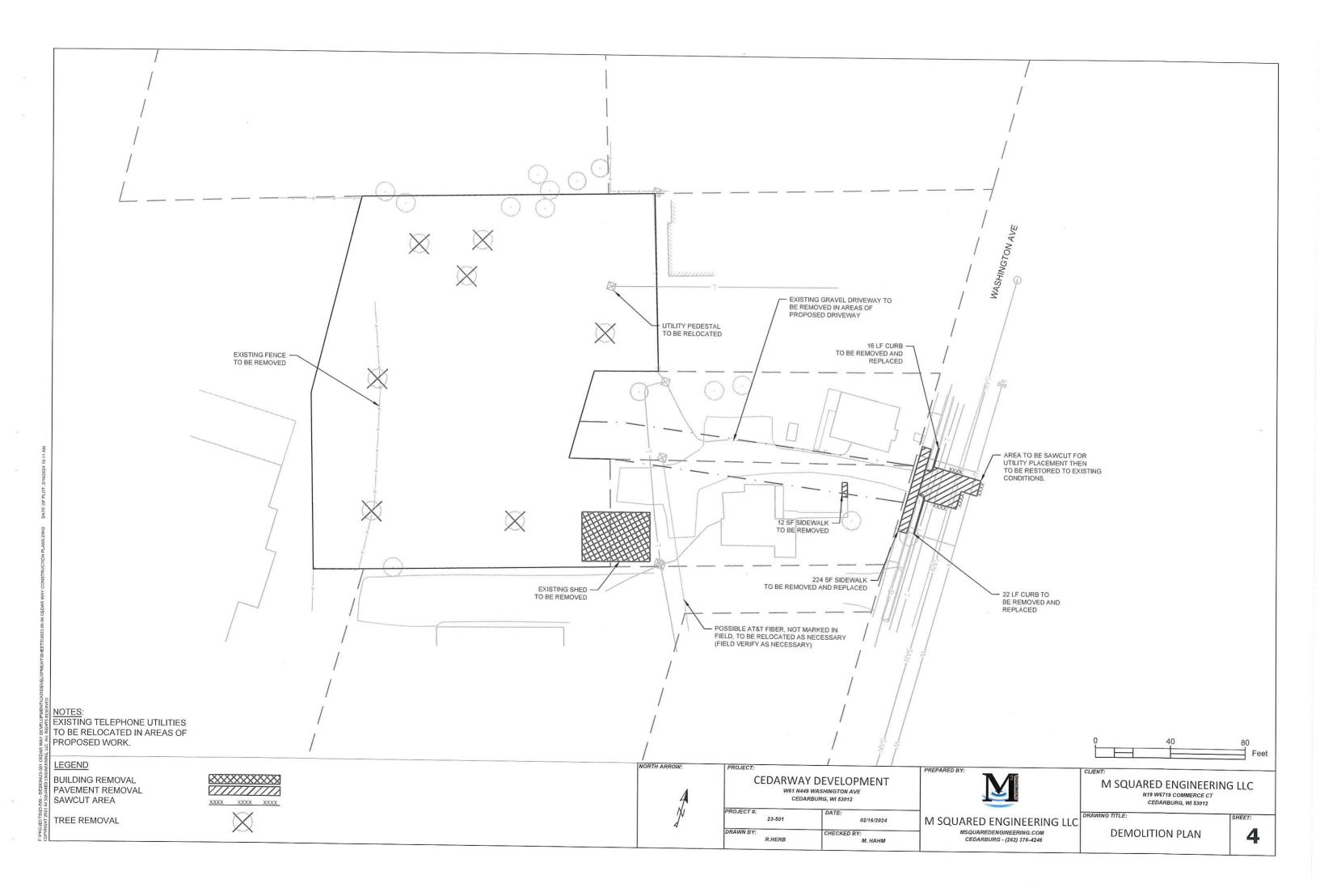
M SQUARED ENGINEERING LLC

CEDARBURG - (262) 376-4246

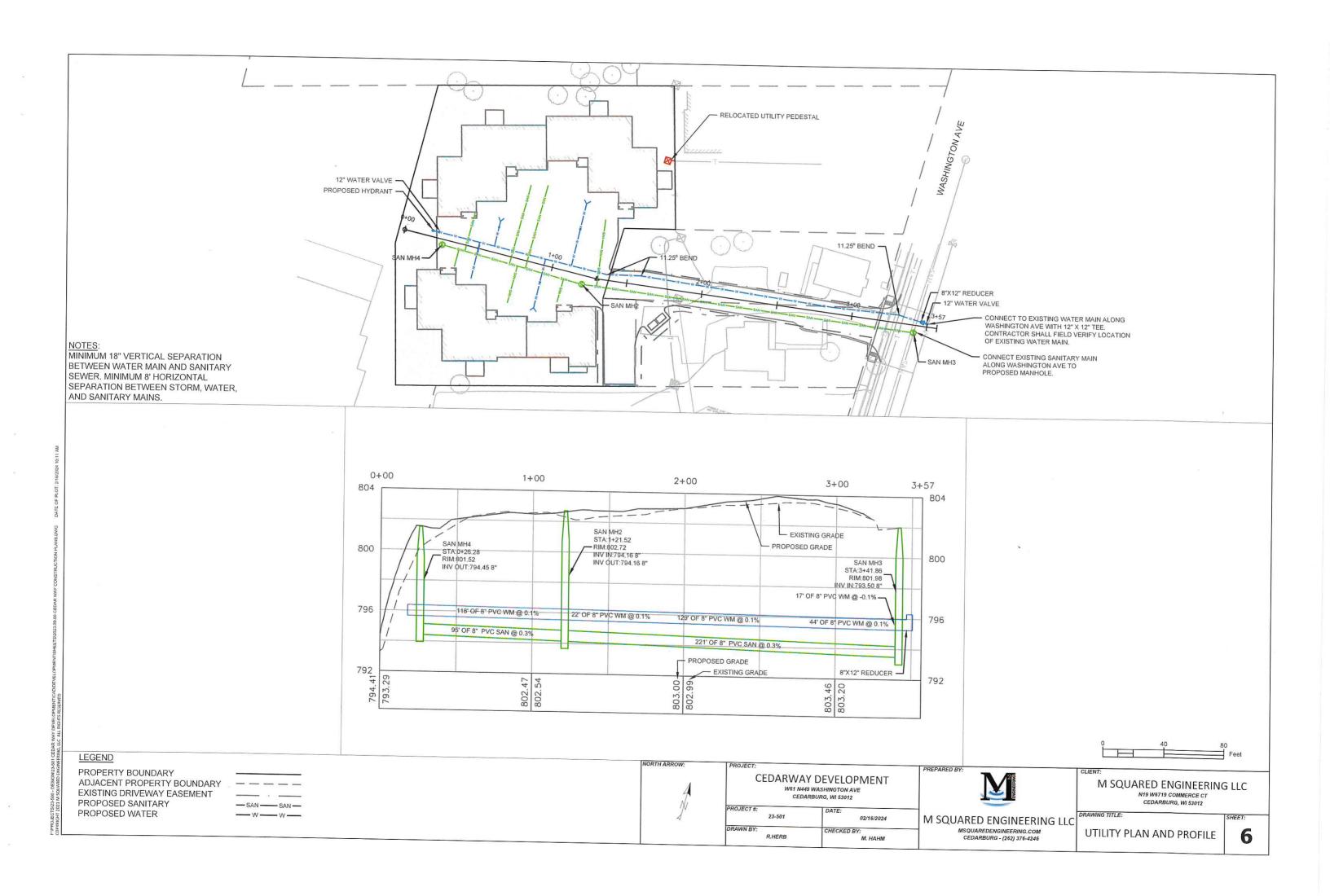
M SQUARED ENGINEERING LLC N19 W6719 COMMERCE CT CEDARBURG, WI 53012

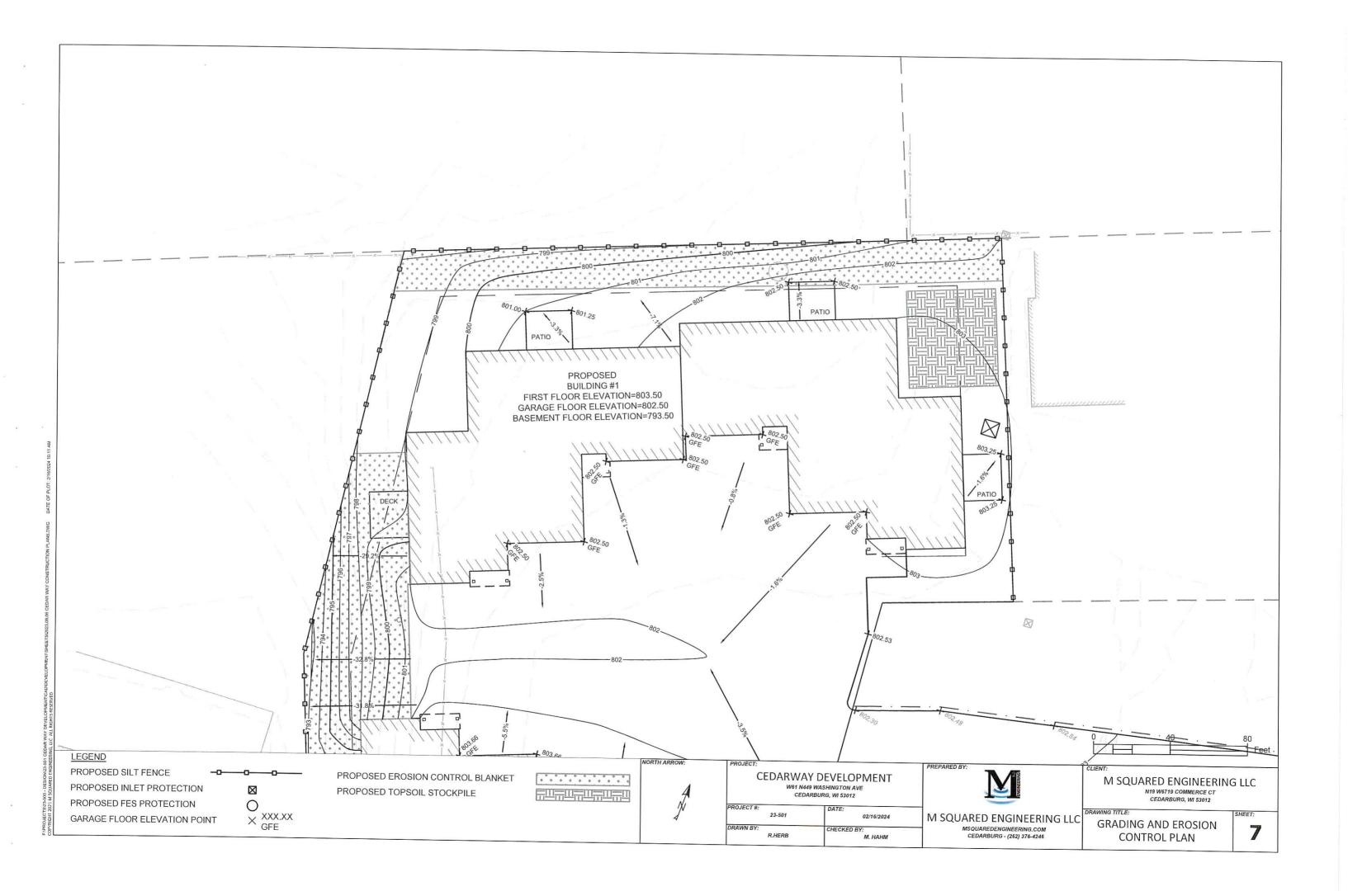
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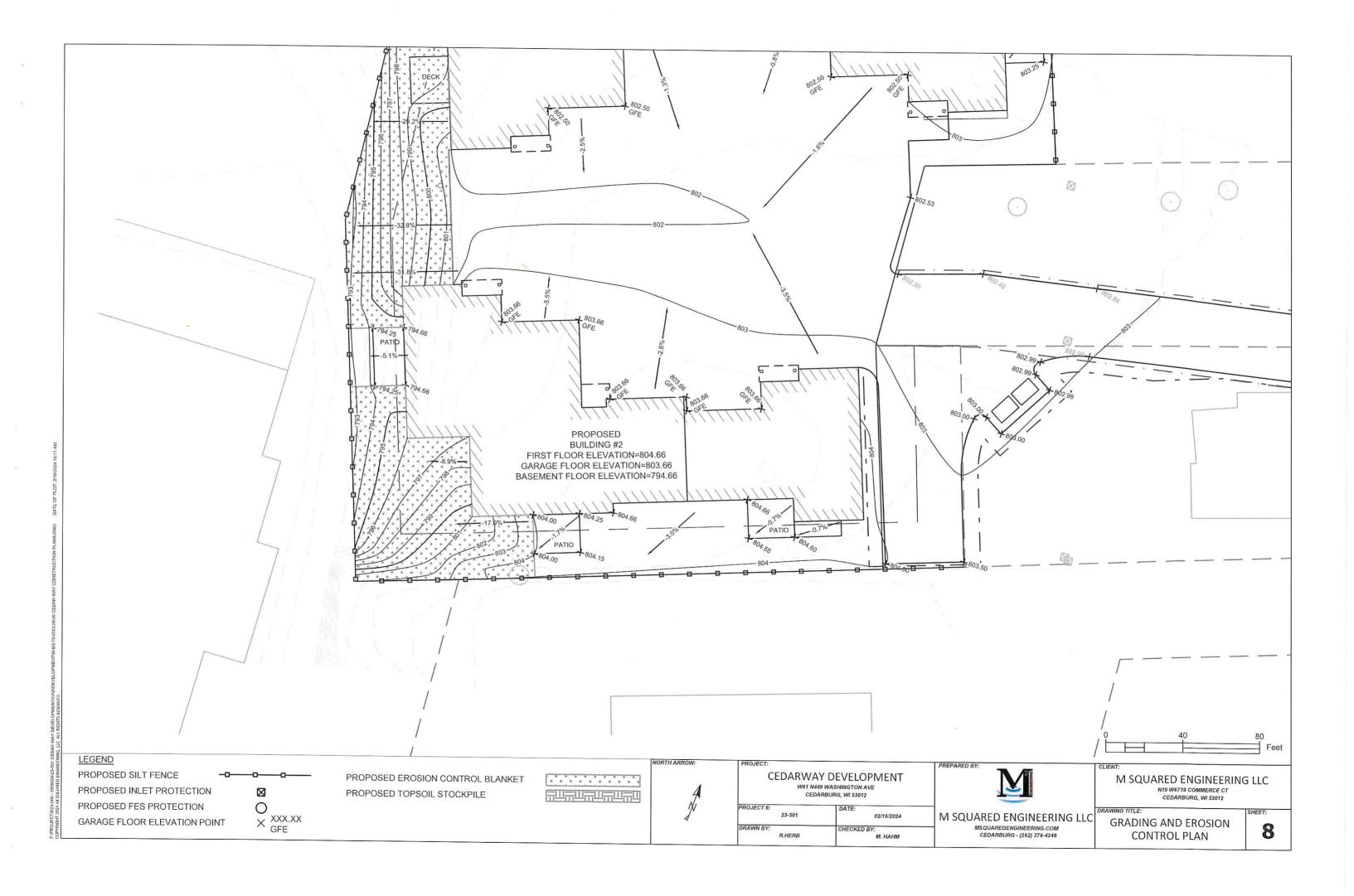


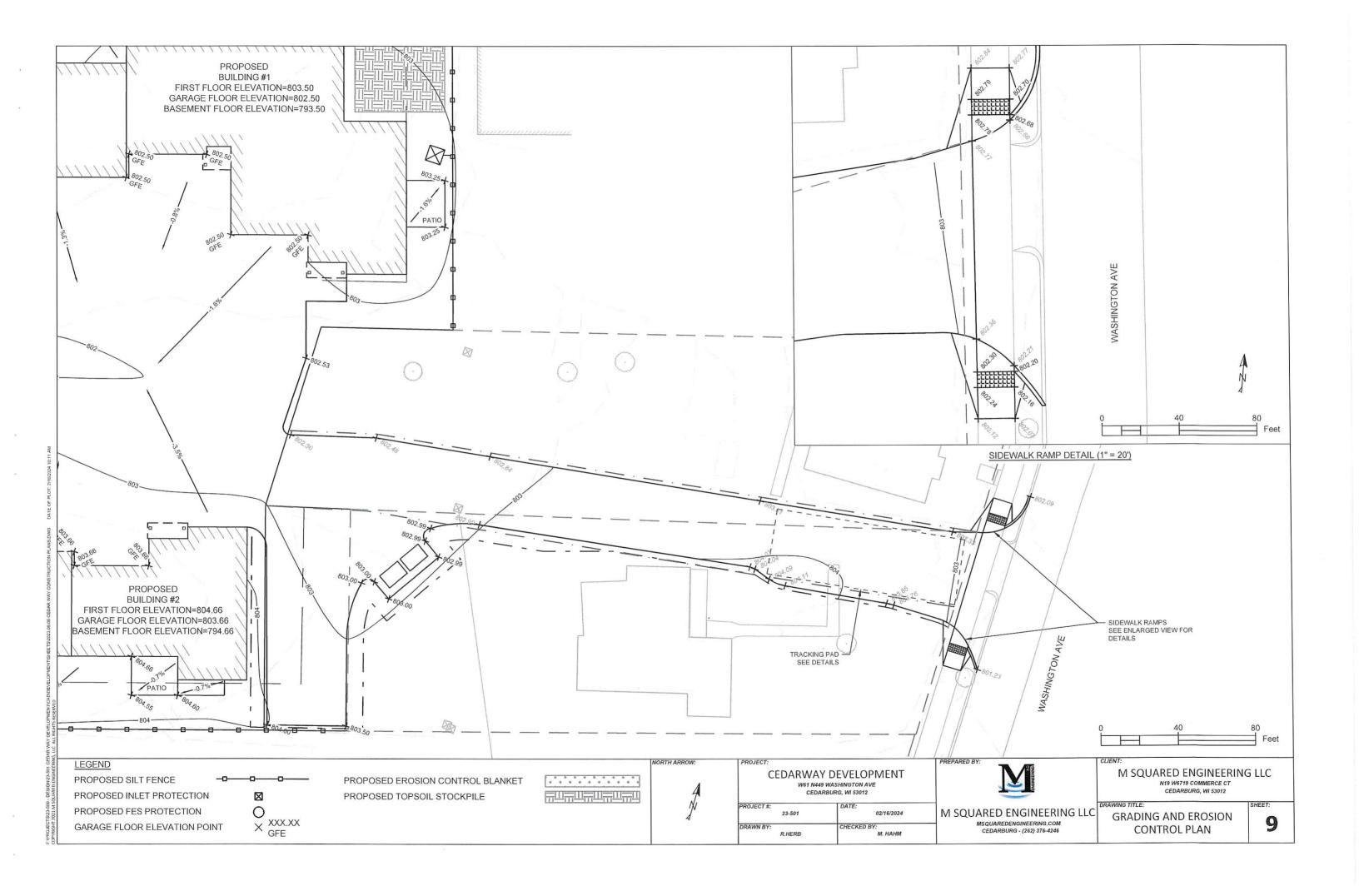












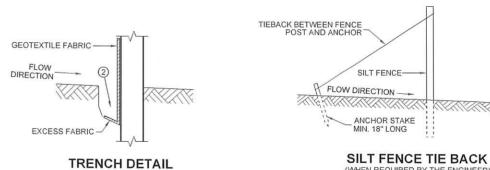
TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT.

SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY, AROUND OR CONVEYED UNDER THE TRACKING PAD.

CULVERT PIPE OR OTHER BMP USED TO DIVERT WATER AWAY, AROUND OR UNDER THE TRACKING PAD SHALL BE DESIGNED TO CONVEY THE 2 YEAR - 24 HOUR EVENT.

THE COST OF ADDITIONAL BMP TO DIVERT WATER ARE INCIDENTAL TO THE TRACKING PAD BID ITEM.

### SILT FENCE DETAIL NOTE: ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED GEOTEXTII E 3" MAX SUPPORT CORD IN UNSTABLE SOIL WOOD POSTS 3 4' - 0" MIN. LENGTH 2' - 0" MIN. DEPTH GEOTEXTILE - WOOD POST FLOW-GEOTEXTILE TWIST METHOD GEOTEXTII E BACKFILL AND COMPACT GEOTEXTII F TRENCH WITH EXCAVATED SOIL ATTACH THE FABRIC TO THE POSTS 15' MAX. - WOOD POST WITH WIRE STAPLES OR WOODEN GEOTEXTILE LATH AND NAILS -2'- 0" MIN.-WOOD POST-/ \*NOTE: 8' - 0" SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED. HOOK METHOD SILT FENCE



### **GENERAL NOTES**

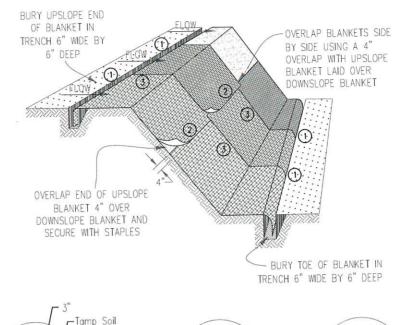
DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.

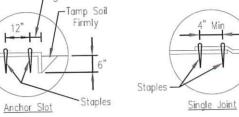
JOINING TWO LENGTHS OF SILT FENCE <sup>(5)</sup>

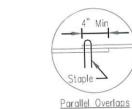
- ① HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- ② FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE AND 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
- ③ WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" X 1/8" OF OAK OR HICKORY.
- (4) SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
- (S) CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS; A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK THE END OF EACH SILT FENCE LENGTH.

NORTH ARROW:	PROJECT:		PREPARED BY:	CLIENT:	
	W61 N449 WAS	EVELOPMENT SHINGTON AVE EG, WI 53012	Манамина	M SQUARED ENGIN N19 W6719 COMMER CEDARBURG, WI S	RCE CT
	PROJECT #: 23-501	DATE: 02/16/2024	M SQUARED ENGINEERING LLC	DRAWING TITLE:	SHEET:
	DRAWN BY: R.HERB	CHECKED BY: M. HAHM	MSQUAREDENGINEERING.COM CEDARBURG - (262) 376-4246	DETAILS	10

# **EROSION CONTROL BLANKET DETAIL**



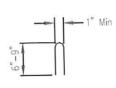




DETAIL 1

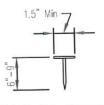
DETAIL 2

DETAIL 3



STAPLE DETAIL

М. НАНМ



PUSH PIN DETAIL

- NOTES:

  1. STAPLES SHALL BE PLACED IN A DIAMOND PATTERN OF 2 PER S.Y. FOR STITCHED BLANKETS. NON-STITCHED SHALL USE 4 STAPLES PER S.Y. OF MATERIAL. THIS EQUATES TO 200 STAPLES WITH STITCHED BLANKET AND 400 STAPLES WITH NON-STITCHED BLANKET PER 100 S.Y. OF MATERIAL.

  2. STAPLE OR PUSH PIN LENGTHS SHALL BE SELECTED BASED ON SOIL TYPE AND CONDITIONS (MINIMUM STAPLE LENGTH IS 6")

  3. EROSION CONTROL MATERIAL SHALL BE PLACED IN CONTACT WITH THE SOIL OVER A PREPARED SEEDBED.

4. ALL ANCHOR SLOTS SHALL BE STAPLED AT APPROXIMATELY 12" INTERVALS.

NORTH ARROW:	CEDARWAY DEVELOPMENT  W61 N449 WASHINGTON AVE CEDARBURG, WI 53012				
	PROJECT #: 23-501	DATE: 02/16/2024			
	DRAIMN BY:	CHECKED BY:			

R.HERB



MSQUAREDENGINEERING.COM CEDARBURG - (262) 376-4246

M SQUARED ENGINEERING LLC N19 W6719 COMMERCE CT CEDARBURG, WI 53012

**DETAILS** 

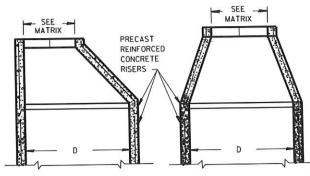


SEE MATRIX

MORTAR -

\$ . . b

E DETAIL "B"

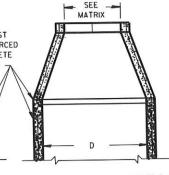


OPTIONAL PRECAST REINFORCED CONCRETE ECCENTRIC TOP

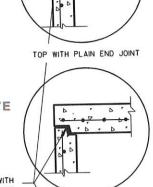
PRECAST

(3)

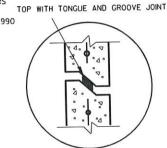
WALL



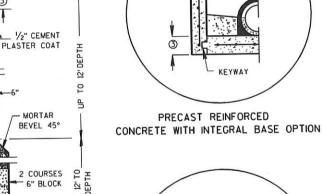
OPTIONAL PRECAST REINFORCED CONCRETE CONCENTRIC TOP



JOINTS TO BE SEALED WITH A BUTYL RUBBER SEAL PER SEALANT MANUFACTURERS RECOMMENDATIONS CONFORMING TO ASTM C990



RISER WITH TONGUE AND GROOVE JOINT DETAIL "B"



- PRECAST REINFORCED

CONCRETE FLAT SLAB TOP

CONTRACTOR TO PROVIDE DRAWING(S) STAMPED BY A PROFESSIONAL ENGINEER FOR STEEL REINFORCING DESIGN FOR CAST-IN-PLACE STRUCTURES

CONCRETE (MIN. SLOPE

1 IN. /FT.

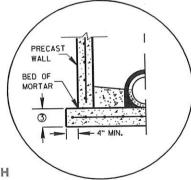
(2)-

SEE DETAIL "A"

CONCRETE WITH MONOLITHIC BASE

PRECAST REINFORCED CONCRETE BLOCK WITH CAST-IN-PLACE OR PRECAST REINFORCED CONCRETE BASE ②

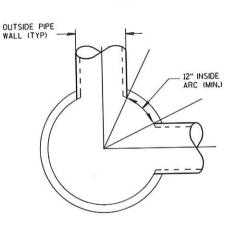
SPLIT PIPE OR FORM CONCRETE TO FIT



PRECAST REINFORCED

SEPARATE PRECAST REINFORCED CONCRETE BASE OPTION

DETAIL "A"



DETAIL "C"

# GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS. UNLESS OTHERWISE AUTHORIZED IN WRITING BY THE ENGINEER, THE CONTRACTOR SHALL NOT ORDER AND DELIVER PRECAST MANHOLE UNITS REQUIRED FOR THE PROJECT UNTIL A LIST OF SIZES IS FURNISHED BY

DETAILED DRAWINGS FOR PROPOSED ALTERNATE DESIGNS FOR UNDERGROUND DRAINAGE STRUCTURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PROVIDING THAT SUCH ALTERNATE DESIGNS MAKE PROVISION FOR EQUIVALENT CAPACITY AND STRENGTH.

ALL DRAINAGE STRUCTURES ARE DESIGNATED ON THE PLANS AS "MANHOLES 3X3-L", "CATCH BASINS 4-B", "INLETS 2X3-H", ETC. THE FIRST NUMBERS DESIGNATE THE SIZE OF THE STRUCTURE, AND THE FOLLOWING LETTER DESIGNATES THE TYPE OF COVER TO BE USED TO COMPRISE THE COMPLETE UNIT.

BASES SHALL BE PLACED ON A BED OF MATERIAL AT LEAST 6 INCHES IN DEPTH, WHICH MEETS THE REQUIREMENTS OF FOUNDATION BACKFILL. THIS BEDDING SHALL BE COMPACTED AND PROVIDE UNIFORM SUPPORT FOR THE ENTIRE AREA OF THE BASE.

PRECAST REINFORCED CONE TOPS (ECCENTRIC OR CONCENTRIC) OR PRECAST REINFORCED FLAT SLAB TOPS MAY BE USED ON CONCRETE BLOCK STRUCTURES.

ECCENTRIC CONE TOPS MAY BE USED ON ALL STRUCTURES, AND CONCENTRIC CONE TOPS SHALL BE USED ONLY ON STRUCTURES 5 FEET OR LESS IN DEPTH, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

STEPS MEETING AASHTO MI99 AND THE FOLLOWING REQUIREMENTS SHALL BE INSTALLED IN ALL STRUCTURES OVER 5 FEET IN DEPTH: 16 INCH C-C MAXIMUM SPACING; PROJECT A MINIMUM CLEAR DISTANCE OF 4 INCHES FROM THE WALL AT THE POINT OF EMBEDMENT; MINIMUM LENGTH OF 10 INCHES; MINIMUM WALL EMBEDMENT OF 3 INCHES, FERROUS METAL STEPS NOT PAINTED OR TREATED TO RESIST CORROSION SHALL HAVE A MINIMUM CROSS SECTIONAL DIMENSION OF LINCH.

STEPS OF APPROVED POLYPROPYLENE PLASTIC COATED REINFORCEMENT BAR ARE ACCEPTABLE. REINFORCING BAR MUST BE A MINIMUM OF  $\frac{1}{2}$ " AND MEET THE REQUIREMENTS OF ASTM A615.

CERTIFICATION SHALL BE PROVIDED THAT INSTALLED STEPS WHEN TESTED IN ACCORDANCE WITH SECTION 10 OF AASHTO T280 CAN WITHSTAND A VERTICAL LOAD OF 800 LBS. AND A HORIZONTAL LOAD OF 400 LBS.

ALL BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2 INCHES CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

CONCRETE BLOCK WILL NOT BE PERMITED FOR STRUCTURES GREATER THAN 4 FEET IN DIAMETER.

PRECAST REINFORCED RISERS SHALL HAVE A TONGUE AND GROOVE JOINT WITH TONGUE UP OR DOWN. ALL PRECAST MANHOLE UNITS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF AASHTO

4" OVERHANGING BASES ARE REQUIRED FOR ALL CONCRETE BLOCK INSTALLATIONS. 4" OVERHANG IS REQUIRED WHEN SEPARATE PRECAST BASE IS PROVIDED. OVERHANG IS NOT REQUIRED ON PRECAST STRUCTURES WITH AN INTEGRAL OR MONOLITHIC BASE.

FOR ADDITIONAL CONFIGURATIONS, MAINTAIN A MINIMUM OF 12 INCHES AS MEASURED FROM THE INSIDE OF THE STRUCTURE WALL BETWEEN THE OUTSIDE PIPE WALLS OF ADJACENT PIPES. SEE DETAIL "C".

- MINIMUM WALL THICKNESS SHALL BE 4 INCHES FOR 3-FT, 5 INCHES FOR 4-FT. 6 INCHES FOR 5-FT, 7 INCHES O FOR 6-FT, 8 INCHES FOR 7-FT AND 9 INCHES FOR 8-FT DIAMETER PRECAST MANHOLES.
- ② FOR PRECAST MANHOLES PROVIDE REINFORCING STEEL IN ACCORDANCE TO AASHTO MI99.
- 3) PRECAST FLAT SLAB TOPS AND BASES WITH A DIAMETER OF 48" AND LESS SHALL HAVE A MINIMUM THICKNESS OF 6". PRECAST FLAT SLAB TOPS AND BASES WITH A DIAMETER LARGER THAN 48" SHALL HAVE A MINIMUM THICKNESS

### MANHOLE COVER OPENING MATRIX

MANHOLE COVER TYPE	С	ALL J'S	K	L	М
OPENING SIZE (FT)					
2 DIA.	X	X		X	
3 DIA.			X		×

### PIPE MATRIX

MANHOLE	MAXIMUM INSIDE PIPE DIAMETER FOR TWO PIPES						
SIZE	180° SEPARATION (IN)	90° SEPARATION (IN)					
3-FT	15	12					
4-FT	24	18					
5-FT	36	24					
6-FT	42	36					
7-FT	48	36					
8-FT	60	42					

MANHOLES 3-FT, 4-FT, 5-FT, 6-FT, 7-FT AND 8-FT DIAMETER

CEDARWAY DEVELOPMENT W61 N449 WASHINGTON AVE CEDARBURG, WI 53012 02/16/2024 23-501 CHECKED BY

м. нанм

R.HERB

PREPARED B

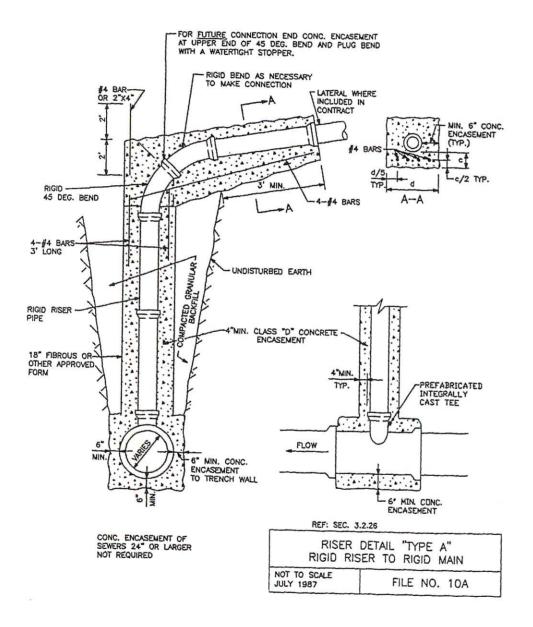
M SQUARED ENGINEERING LLC MSQUAREDENGINEERING.COM CEDARBURG - (262) 376-4246

M SQUARED ENGINEERING LLC N19 W6719 COMMERCE C7 CEDARBURG, WI 53012

**DETAILS** 

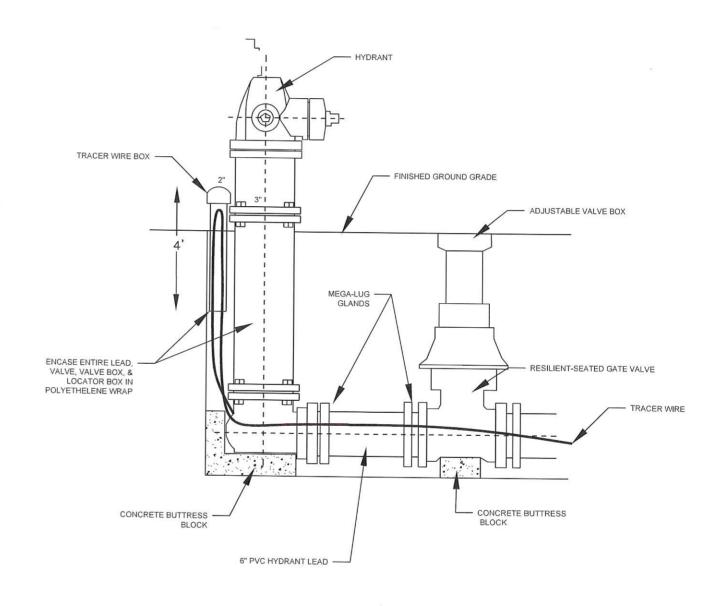
# TYPE "A" RIGID RISER DETAIL

NTS



# HYDRANT AND VALVE DETAIL

N.T.S



NORTH ARROW:	PROJECT:		PREPARED B
	CEDARWA W61 N4- CEDA		
	PROJECT #: 23-501	DATE: 02/16/2024	M SQU
	DRAWN BY: R.HERB	CHECKED BY: M. HAHM	

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N19 W6719 COMMERCE CT
CEDARBURG, WI 53012

RAWING TITLE:

**DETAILS** 

# **CURB RAMP DETAIL**

### **GENERAL NOTES**

RADIUS POINT

OF CURB RETUR

AVOID PLACING DRAINAGE STRUCTURES, JUNCTION BOXES OR OTHER OBSTRUCTIONS IN FRONT OF RAMP ACCESS AREAS.

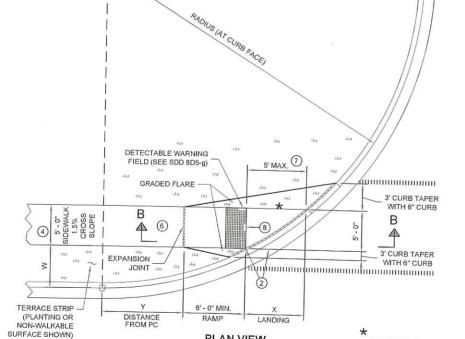
DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

DETECTABLE WARNING FIELDS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE, SHALL BE FROM THE SAME MANUFACTURER.

- 2 GRADE CHANGE BETWEEN GUTTER FLAG SLOPE AND THE CURB RAMP SLOPE SHALL NOT EXCEED 11%. MAXIMUM GUTTER FLAG SLOPE IS 4%. PROVIDE LONGITUDINAL DRAINAGE AROUND CURB AND AWAY FROM CURB RAMP. NO VERTICAL LIPS OR DISCONTINUITIES GREATER THAN 1/4 INCH ARE ALLOWED. SLOPE OF CURB HEAD OPENING SHALL MATCH THE RAMP SLOPE, MINIMALLY 1.5% AND NOT TO EXCEED 7%. WHEN ADJACENT TO 1.5% LANDING, CONSTRUCT CURB HEAD OPENING AT 1.5% IN
- (3) AN 8.33% CURB RAMP SLOPE IS ALLOWABLE WITH FLATTENED GUTTER FLAG SLOPE AND NOT TO EXCEED 11% GRADE CHANGE.
- ±0.5% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE. THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.
- 6 PROVIDE A LEVEL LANDING (MAXIMUM 2% SLOPE) IN ANY DIRECTION OF PEDESTRIAN TRAVEL. STANDARD LEVEL LANDING SIZE IS
- 7 WHEN THIS GRADE BREAK DISTANCE EXCEEDS 5 FEET, USE RADIAL DETECTABLE WARNING FIELD PER SDD 8D5-f.
- (8) PROVIDE GRADE BREAK PERPENDICULAR TO DIRECTION OF WHEELCHAIR TRAVEL.
- (10) INSTALL TRANSITION NOSE (INCIDENTAL TO OTHER PAY ITEMS). DO NOT MARK TRANSITION NOSE.

# - GRADED FLARE

ISOMETRIC VIEW FOR TYPE 4B1



**PLAN VIEW CURB RAMP TYPE 4B1** 

MAXIMUM 2.0% SLOPE IN ALL DIRECTIONS IF FRONT OF GRADE BREAK

IF RAMP SLOPE IS LESS THAN 5.0%, THEN NO ADJACENT UPHILL LANDING IS REQUIRED

SECTION B - B FOR TYPE 4B1

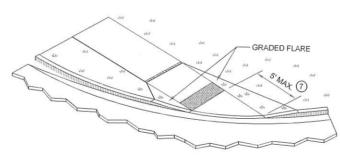
RADIUS (AT CURB FACE)	W = 3' - 0"		W = 4' - 0"		W = 5' - 0"		W = 6' - 0"		W = 7' - 0"		W = 8' - 0"				11	
	X	Y	X	Υ	X	V	V	W			VV -	0 - 0	VV =	9' - 0"	W = 1	10' - 0"
10 FEET	2' - 10 1/4"	0' - 5"	2' - 1"	1' 41.			^	Y	X	Y	X	Y	X	Y	X	Y
	7.3	200 ST	C. 25 (4)	1' - 4 1/2"	1' - 5"	2' - 1"	0' - 10"	2'-7 72"	0' - 3 74"	3'-0 74"						
15 FEET	4' - 6 3/4"	2' - 1 3/4"	3' - 9"	3' - 5 3/4"	3' - 1 1/4"	4' - 6"	2' - 6 3/4"	5' 116"	2' - 1"	6' - 1"	41 011					
20 FEET	5' - 9 3/4"	3'-61/2"	4' - 11 15"	5' 12/4"	4' - 3 14"	6' - 5 1/2"	01 0 01	7 -4 172			1' - 8"	6'-872"	1' - 3 24"	7-21/2"	0' - 10 34"	7-71/
30 FEET		0 0 11 -	6' 014	3 - 1 3/4	. 5 74	6 - 5 1/2"				8'-6 20"	2' - 10"	9'-472"	2'-572"	10' - 1 1/4"	2' - 1 24"	10' 0"
			0 - 9 1/4"	7' - 11 1/4"	6' - 0 1/4"	9' - 8"	5' - 5" 11	'-13 /4"	4' - 10 3/4"	12' - 5 3/4"	4'-5 to	12' 72/4"	41 000-		- 174	10 - 9
40 FEET										12 004	1 072					
50 FEET									6' - 1 34"	15' - 8 1/2"	5' - 8"	17' - 2"	5' - 3" 18	-53 /4"	4' - 10 34"	19' - 8 1/2
INTERN	MEDIATE F	PADIL CAN	I DE INTE	DDOL ATE											5' - 10 74"	

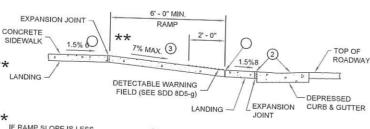
DIMENSION "Y" IS CALCULATED BASED ON 6'-0" RAMP LENGTH DIMENSION "X" IS CALCULATED BASED ON 5'-0" SIDEWALK WIDTH

# LEGEND

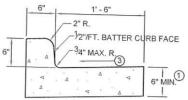
½" EXPANSION JOINT SIDEWALK - - - CONTRACTION JOINT SIDEWALK

IIIIIIIIIII PAVEMENT MARKING CROSSWALK (WHITE)





# 6" CURB DETAIL



### **GENERAL NOTES**

DETAILS OF CONSTRUCTION AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE CONTRACT.

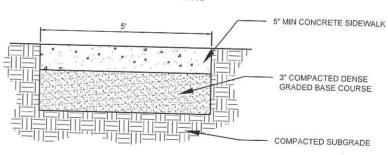
PAVEMENT TIES AND TIE BARS SHALL BE EPOXY COATED IN CONFORMANCE WITH SUBSECTION 505.2.6.2 OF THE STANDARD SPECIFICATIONS.

INTEGRAL CURB AND GUTTER SHALL CONFORM TO THE DETAILS SHOWN FOR CONCRETE CURB AND GUTTER INCLUDING THE TRANSVERSE GUTTER SLOPE.

UNLESS OTHERWISE SHOWN ON THE TYPICAL CROSS SECTIONS, THE BASE AGGREGATE AND COMMON EXCAVATION LIMITS ARE  $2^{\circ}$  -  $0^{\circ}$  BEHIND THE BACK OF CURBS.

- 1) THE BOTTOM OF CURB AND GUTTER MAY BE CONSTRUCTED EITHER LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE OR BASE AGGREGATE PROVIDED A 6" MINIMUM GUTTER THICKNESS IS MAINTAINED.
- ② UNLESS OTHERWISE NOTED, FOR STAKING PURPOSES THE FACE OF CURB IS 6" FROM THE BACK OF CURB.
- ③ USE 4% GUTTER CROSS SLOPE UNLESS OTHERWISE NOTED IN THE PLANS.

# SIDEWALK DETAIL



- CONCRETE SIDEWALK THICKNESS AND COMPACTED BASE COURSE THICKNESS SHALL BOTH BE INCREASED TO 6" WHERE SIDEWALKS CROSS PROPOSED DRIVEWAY APRONS
- DRIVEWAY APRONS.

  3" COMPACTED DENSE GRADED BASE COURSE TO BE REPLACED WITH OPEN GRADED STONE WHERE CALLED OUT ON THE PLANS. THE COST FOR THIS STONE SHALL BE INCIDENTAL TO THE COST FOR THE COMPACTED DENSE GRADED BASE COURSE.

NORTH ARROW:	PROJECT:		PREPARED BY:
	CEDARWA W61 N4- CED,		
	PROJECT #: 23-501	DATE: 02/16/2024	M SQUA
	DRAWN BY: R.HERB	MS	

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M SQUARED ENGINEERING LLC N19 W6719 COMMERCE CT CEDARBURG, WI 53012

**DETAILS** 

## **ZONING TEXT RECODIFICATION**

To: City of Cedarburg Plan Commission Prepared by: Jonathan Censky, City Planner

Agenda Item: **6.B.** Date: March 4, 2024

General Information

Applicant: Cedarburg Plan Commission

Requested Action: Zoning Code Recodification

### Report:

Since our last meeting, staff has, among other things, removed the accessory residential dwelling unit from all residential districts, clarified the verbiage in the historic district for changes to designated landmark structures, added the Criteria for Landmark Status to the historic designation process and removed CBD dispensaries from the B-2 District. While there was some discussion about the verbiage under the Purpose and Intent section, I hesitate to make changes as this section is intended to identify the goals, objectives and rules listed in the zoning code that govern the community as a whole. It is not intended to be used for site specific purposes and consequently it is vague. Again, if Commissioners are now prepared to approval; approval, we will then send it to the Common Council for their review and ultimate adoption.