

PLAN COMMISSION

Monday July 18, 2016

7:00 P.M.

**McFarland Municipal Center
Community Room**

AGENDA

1. Call to order.
2. Public Hearing - Review and possible recommendation to the Village Board on a request by Timothy LeBrun, College Properties LLC for approval of a Condominium Plat and Declaration of Condominium for Storage Shop USA – McFarland II. Lot 1, CSM 12282, Village of McFarland, Wisconsin, Recorded in the Office of the Register of Deeds for Dane County, Wisconsin, October 15, 2007, in Volume 76 of Certified Survey Maps, Pages 97-98, as Document No. 436582. The current addresses are 4901 – 4943 Ivywood Trail. The property is currently zoned C-H Highway Commercial.
3. Review and possible recommendation to the Village Board on a request by Beach House Properties LLC to approve a General Plan to redevelop Lots 1 (former Beach House Restaurant site) and 2 of CSM 1256 with 44 multi-family units and a restaurant. The addresses are 4506 Larson Beach Road and 5604 Lake Edge Road.
4. Public Hearing - Review and possible recommendation to the Village Board regarding Ordinance No. 2016-04. An Ordinance REZONING LANDS IN THE VILLAGE OF MCFARLAND AT 4506 LARSON BEACH ROAD FROM C-G COMMERCIAL GENERAL TO PDI-GPA PLANNED DEVELOPMENT INFILL DISTRICT GENERAL PLAN APPROVED AND 5604 LAKE EDGE ROAD FROM R-3 GENERAL RESIDENCE TO PDD-GPA PLANNED DEVELOPMENT INFILL DISTRICT GENERAL PLAN APPROVED. Legally described as: Lot One (1) and Lot Two (2), Certified Survey Map No. 1256, recorded in Volume 5 of Certified Survey Maps of Dane County, Wisconsin, Page 178, as Document Number 1376444, in the Village of McFarland, Dane County, Wisconsin. Addresses are 4506 Larson Beach Road and 5604 Lake Edge Road.
5. Review and possible recommendation to the Village Board of First Amendment to Development Agreement for Juniper Ridge Subdivision.
6. Community Garden – Katie Gletty-Syoen request for approval for a second shed on the site.
7. Discussion – Short term rentals of single family residential homes.

8. Department Reports:

- a. Property Maintenance report
- b. Comprehensive Plan update

9. Adjournment

Notes:

- 1) Persons needing special accommodations should call 608-838-3154 at least 24 hours prior to the meeting.
- 2) A quorum of The Village Board may attend this meeting for the purpose of gathering information relevant to their responsibilities as Village trustees. No matter shall be considered nor shall any action be taken by said Village Board members at this meeting.
- 3) More specific information about agenda items may be obtained by calling 608-838-3154.

This agenda was posted, or caused to be posted, by my hand on the 15th day of July 2016, at the following three (3) posting places in the Village of McFarland, to wit: McFarland Municipal Center, 5915 Milwaukee Street; E.D. Locke Public Library, 5920 Milwaukee Street; and the McFarland State Bank, 5990 Hwy. 51.

Cassandra Suettinger, Clerk/Deputy Treasurer

Plan Commission

Background and Recommendations

July 18, 2016

Agenda Item #2 – Condominium Plat and declaration

Developer Tim LeBrun of Storage Shop USA wishes to create a separate condominium plat for the next phase of Storage Shop U.S.A. Back in March 2016 a revised condominium plat which encompassed Phase II was approved by the Village.

Tim LeBrun in consulting with his attorney now believes creating a separate condominium plat – McFarland II is a better way to make some changes to the declaration (see redlined copy in your packets). Attorney Jeff Bartzen drafted an email explaining his clients reasoning.

Attorney Matt Fleming has reviewed and doesn't see any problems. Essentially the overall project is the same. Both condo plats will be responsible for maintaining the detention pond.

Recommendation: Approval to the Village Board contingent upon securing a signed stormwater management agreement with College Properties LLC.

Agenda Item #3 – General Plan – Lots 1 & 2 CSM 1256 – Beachhouse Properties LLC

Representatives who appeared before us in May 2015 with a concept plan are now approaching us with a formal Planned Development General Plan for discussion and action. Lot 1 & 2 of CSM 1256 encompasses the former Beach House Restaurant site together with a site immediately to the south owned by Dave Bisbee and Dave Waller. Both lots will be combined (a CSM required) for a 1.7 acre parcel. Current zoning is General Commercial, R-3 General Residence, if this project moves forward a rezoning to a Planned Development District and a CSM merging both lots would be needed. The Comprehensive Plan identifies these two lots for mixed residential and general commercial.

Planned Developments can be a two stage or single stage process. The developer has chosen the two stage process by submitting a General Plan (in your packets); a Detailed Plan will follow at a later date. Included in your packets are the standards under which you are to conduct your review.

My review of standards listed in 62-66(d) and (e) as well as 62-67(4) a – j of the zoning code are as follows: (Note: for the sake of brevity I have paraphrased some of the standards)

(d) (1) Maximum impervious surface rates

- a. Residential - .5 or 50%
- b. Nonresidential and mixed use - .7 or 70%

Developer identifies - .589 or 58.9%

(2) Maximum floor area ratio .7

Developer identifies .93

Project needs exception to be granted by the Village Board, Plan Commission to recommend.

(3) Minimum usable open space per dwelling unit: 100 sq.ft. per d.u

Developer providing – unable to determine, as developers calculation encompasses private balconies which our ordinance does not allow us to include.

(e)

(1) Screening and buffer yards to shield neighbors from any adverse external effect of proposed development.

Developer is providing side yards of 11' to the south and 13'3" to the north. Current side yards of existing buildings are 38' to the south and 20' to the north. Because this is a Planned Development, there are no required dimensional requirements other than (d) (1-3) above. Single family homes will directly abutt this project. Due to the 48' height of the building these setbacks need to be greater or possibly step back the building.

(2) Pedestrian circulation designed to prevent pedestrian use of vehicular ways and parking spaces. Pedestrian access shall be provided to public walkways.

Internal sidewalk circulation good.

(3) Usable open space for private use shall be located and designed to be of utility to each and every dwelling unit. This required open space shall be designed to maximize privacy and usability to the residence.

Developer is providing private balconies to every residential unit.

(4) Special emphasis be placed on trash collection points. Trash containers shall be screened and so designed as to be conveniently accessible to their users and collectors.

Developer proposes an outside three sided enclosure; due to proximity to neighbors, the number of units, and restaurant using this single collection point, trash area should be fully enclosed or relocated within the underground parking structure.

(5) Compatibility with surrounding uses as to design and use. How well the proposed project fits within the context of the neighborhood and abutting properties. Adherence to Comprehensive Plan- (Note: existing uses are low density multi-family structure and a local restaurant).

Developer is proposing 44 units, or 26 units to the acre. I have concerns about the proximity of a 48' high building 20 feet from single family residences. In addition, the closeness of both buildings to the ordinary high water mark will block the view shed down the shoreline enjoyed by abutting property owners whose buildings are further back from the lake.

(6) Open areas designed for snow removal

Developer plans to use bio-retention area.

(7) Site lighting not to extend a direct light source onto abutting properties. Cut off type luminaires shall be used and all lighting shed shall be indicated on plans.

Developers plan for lighting indicated no foot candles beyond site. Lighting fixtures appear to have shields.

(8) The physical attributes of the site shall be respected with particular concern for the preservation of natural features, tree growth and open space.

Developer proposes building closer to the lake (26 ft. & 40 ft.) than existing restaurant (55 ft.) and 12 unit multi-family (75') structures impacting view of neighboring properties. Brain Berquist has identified viewshed of neighbors.

Standards 62-67(4) a-j.

a. Uses in general conformance with the Comprehensive Plan.

Use is to be a mix of commercial and residential. The 2006 Comprehensive Plan land use map identified these lots as commercial and mixed residential.

- b. Uses proposed shall not substantially impair or diminish the use, value, and enjoyment of other properties within the neighborhood.

For reasons stated earlier viewshed's obstructed and side yard setbacks should be at a minimum 15' preferably 20' or step back building to lessen impact on predominately single family homes.

- c. Traffic circulation into and within development shall be designed to minimize traffic congestion and traffic hazards provide for the accessibility of all uses and building and also provide for safe and convenient movement of vehicles and pedestrians.

Developer providing adequate sidewalk. Lake Edge and Bremer Roads currently do not have sidewalks. May require developer to install sidewalks in the future.

Currently, both sites have a total of 62 surface parking stalls. The proposal identifies 30 surface stalls and 69 underground stalls. The proposed 44 units will require 2 parking stalls per unit or 88 stalls.

Question whether 20 parking stalls are adequate for restaurant customers.

- d. The planned development shall incorporate environmental design considerations – preservation of ground cover, topography, trees, streams natural bodies of water, other significant features. Control of erosion and runoff in accord with Village erosion control and stormwater management ordinances.

Site is generally level, little if any significant grading to be done, ground cover consisting of asphalt and grass areas. Concrete boat launch slab to be removed. Erosion and stormwater to be designed in detail in the future.

- e. The planned development shall provide for convenient and harmonious groups of building, structures and uses; and building shall be spaced and sited to ensure adequate safety, light, ventilation and privacy.

Buildings spaced so as to keep site of the lake rather than one massive building blocking lakes views the public has enjoyed for so many years. Main concern is lack of relation of structures to abutting single family homes.

- f. Planned developments for residential shall provide adequate open space and recreational areas in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents.

Open spaces along lake shore, plaza between buildings, boat slips. Park and dedication fees and park impact fees are assessed.

- g. The planned development will not adversely affect the ability of public agencies to provide school or other municipal services.

Will most likely attract singles and empty nesters. Foresee no burden to school district and municipal facilities.

- h. The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations.

Under review by the Village Engineer.

- i. The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties.

Not addressed by the developer.

- j. The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point.

Not addressed by the developer.

Recommendation: Postpone – revise plan to have a greater setback from the ordinary high water mark, greater side yard setbacks or step back building on side elevations.

Suggest 4 ft. decorative stone wall along street yard to distract from view of asphalt parking lot.

Provide additional parking for restaurant

Trash collection area should be inside underground parking due to high use resulting in odor issues.

Agenda Item 5 – First Amendment to Development Agreement Juniper Ridge subdivision.

This item was submitted late and staff had to scramble to accommodate this developer.

Upon review and due to lateness of submittal, Attorney Bechler redrafted which should make packets, but staff review did not take place prior to packets sent to Commissioners.

Agenda Item 6 – Community Garden Addition

Katie Gletty-Syoen, the coordinator for the McFarland Community Garden will be at the meeting to discuss placement of a 10 x 12 shed near the northwest corner of the garden.

Recommendation: Approval

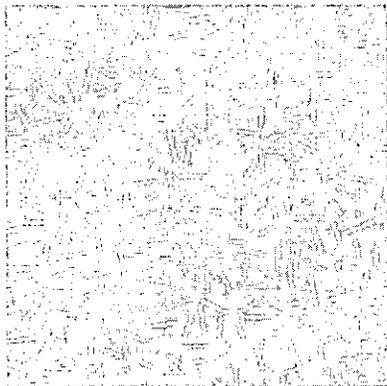
Agenda Item 7 – Short term rentals

We postponed action on this due to possible State regulations. The State legislature failed to take up this topic in the 2016 session. The legislation would have prevented local municipalities from prohibiting persons from renting their homes for 7 days or longer. It may resurrect itself this coming January. In 2016 this issue has gained national attention as a very much debated land use topic. I suggest we move forward with this. In your packets is a listing of “best practices”. Much of the language drafted by Attorney Matt Fleming covers this list.

Tom 2

Pauline Boness

From: Jeffrey J. Bartzen <jbartzen@neiderboucher.com>
Sent: Wednesday, July 13, 2016 8:52 AM
To: Pauline Boness
Cc: Matthew J. Fleming; 'Tim LeBrun'
Subject: RE: Storage Shop USA



Pauline, thank you for your email.

StorageShopUSA would like to create a new condominium adjacent to the existing property for several important reasons. As we have discussed with the Village, the original condominium was intended to be an "expandable" condominium under Wis. Stat. 703.26, but the language incorporated by Greg Thompson was insufficient to accomplish this.

Therefore, the present party (Tim LeBrun) has a choice of starting a new condominium or having the Association acquire the adjacent land and incorporate it into the existing condominium. Since the existing Condominium has established budgets, procedures, etc., it would be cleaner for new buyers to begin a new condominium. In addition, the original declarant was inadvertently dissolved, so there is a question about legal authority and the (additional) land would have to be transferred several times to accomplish this because it is owned by College Properties, LLC.

It is cleaner and more simple for future buyers simply to buy into a new condominium. The two condominiums will work together on joint issues (e.g. maintenance). Each has separate legal ingress and egress".

A utility maintenance agreement has been submitted for the Village's review.

Thank you, and please do not hesitate to follow up with questions or clarifications.

We appreciate your assistance.

Jeffrey J. Bartzen, Esq.
Neider & Boucher, S.C.

University Research Park
401 Charmany Dr.
PO Box 5510
Madison, WI 53705-0510

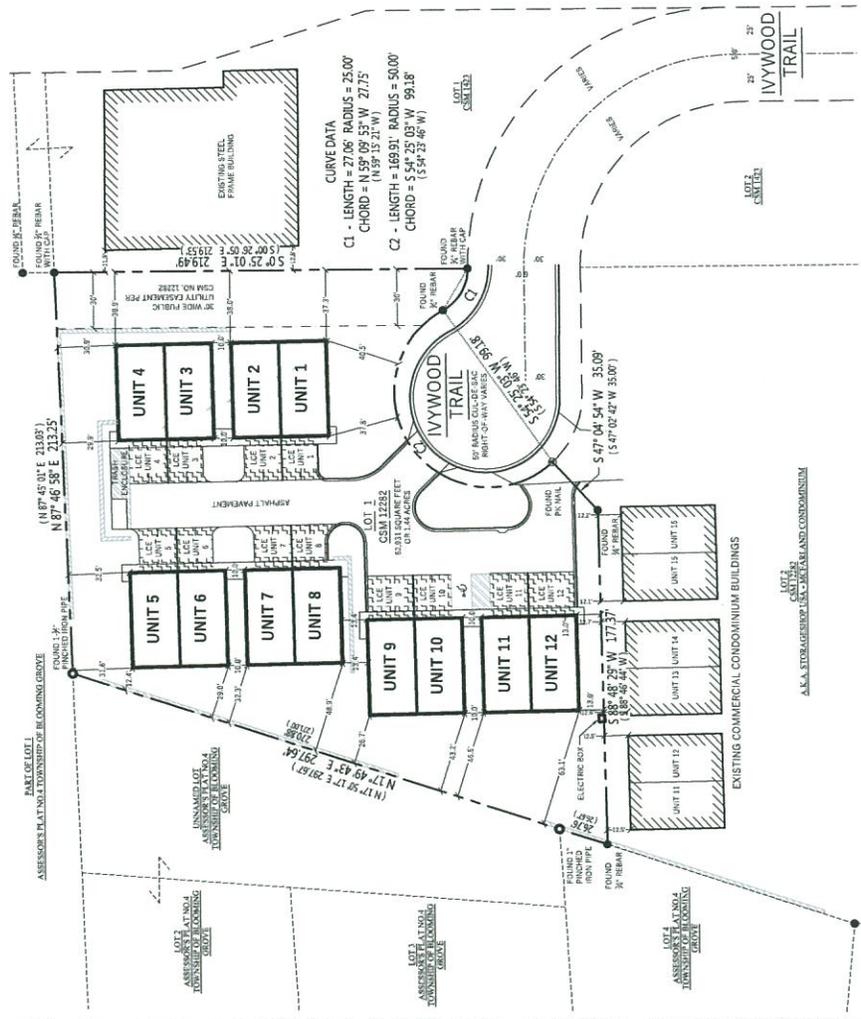
www.neiderboucher.com
(608) 661-4520

Item 2

Approved March 2016

STORAGESHOP USA - McFARLAND II

A CONDOMINIUM PLAT
 LOT 1, CERTIFIED SURVEY MAP NO. 12282, RECORDED IN VOLUME 76 OF CERTIFIED SURVEY MAPS ON PAGES 97-98, AS DOCUMENT NO. 4368982 ON OCTOBER 15TH, 2007.
 LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND IN THE SOUTHEAST QUARTER, (SE 1/4)
 OF THE NORTHWEST QUARTER (NW 1/4) OF SEC. 34, T1N, R10E, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.



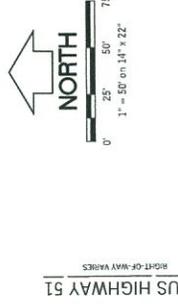
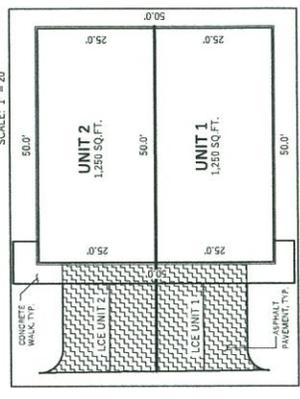
OFFICE OF THE REGISTER OF DEEDS
 COUNTY, WISCONSIN
 RECEIVED FOR RECORD
 20__ AT __ O'CLOCK, M.A.S.
 DOCUMENT NO. _____ OF CONDOMINIUM
 IN VOLUME _____ OF CONDOMINIUM
 PLATS ON PAGE(S) _____

REGISTER OF DEEDS
 THERE ARE NO OBJECTIONS TO THIS
 CONDOMINIUM PLAT WITH RESPECT TO
 SECTION 703 WISCONSIN STATUTES AND IS
 HEREBY APPROVED FOR RECORDING.
 DATED THIS ___ OF _____, 20__.

DANE COUNTY PLANNING & DEVELOPMENT
 SCALE: 1" = 20'

NOTES

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC, ON AUGUST 14TH, 2015.
2. NORTH REFERENCE FOR THIS PLAT OF SURVEY AND MAP ARE BASED ON THE STATE PLATTED SYSTEM, NAD 83 (2011). GRID NORTH - TRUE NORTH. THE EAST LINE OF LOT 1 BEARS S 00°25' 01" E.
3. BUILDING PLANS & DIMENSIONS BASED UPON RECORD DRAWINGS AND FIELD MEASUREMENTS NOT REPRESENT AS-BUILT CONDITIONS.
4. ALL IMPROVEMENTS DEPICTED WITHIN THE CONDOMINIUM LIMITS ARE PROPOSED.
5. UNLESS OTHERWISE NOTED, ALL AREAS OUTSIDE OF THE UNIT BOUNDARIES ARE COMMON ELEMENTS.
6. ALL AREAS DEPICTED ON THE CONDOMINIUM PLAT AS LIMITED COMMON ELEMENTS (LCEE) SHALL BE GOVERNED BY THE TERMS & CONDITIONS OF THE DECLARATION.
7. UNIT AREAS ARE APPROXIMATE AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE DECLARATION. PROPOSED UNIT AREAS ARE TO CONTAIN 1,250 SQUARE FEET.
8. THIS PARCEL IS SUBJECT TO ALL EASEMENTS & AGREEMENTS, BOTH RECORDED AND UNRECORDED, INCLUDING THE 30' FOOT WIDE PUBLIC UTILITY EASEMENT SHOWN HEREON.



LEGAL DESCRIPTION

LOT 1, CERTIFIED SURVEY MAP NO. 12282, RECORDED IN VOLUME 76 OF CERTIFIED SURVEY MAPS ON PAGES 97-98, AS DOCUMENT NO. 4368982 ON OCTOBER 15TH, 2007.
 LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWN 7 NORTH, RANGE 10 EAST, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN.

SURVEYORS CERTIFICATE

I, JULIUS W. SMITH, WISCONSIN PROFESSIONAL LAND SURVEYOR S-3091, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY AND MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF WITH THE INFORMATION PROVIDED, BY THE ORDER OF THOSE LISTED HEREON, AND IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND IMPROVEMENTS TO BE CONSTRUCTED UPON THE PROPERTY FROM PLANS PROVIDED, AND THAT THIS SURVEY COMPLIES WITH A.E.T. OF THE WISCONSIN ADMINISTRATIVE CODE.
 FURTHERMORE, IN COMPLIANCE WITH CHAPTER 703.11 WISCONSIN STATUTES, THE CONDOMINIUM PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF "STORAGESHOP USA - McFARLAND II" AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS CAN BE IDENTIFIED FROM THE PLANS PROVIDED FOR THE UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.



JULIUS W. SMITH, S-3091
 WISCONSIN PROFESSIONAL LAND SURVEYOR
 DATE _____

PREPARED FOR:
 WYSER ENGINEERING
 201 1/2 EAST MAIN STREET
 MOUNT HOREB, WI 53572
 www.wyserengineering.com

PREPARED BY:
 COLLEGE PROPERTIES, LLC
 933 CTH MM
 OREGON, WI 53575

SURVEYED BY: JWS
 DRAWN BY: BJK
 APPROVED BY: JMS



Item 2

Document No.

RECEIVED
JUN 17 2016
VILLAGE OF MCFARLAND

DECLARATION OF CONDOMINIUM OF
STORAGEHOPUSA – MCFARLAND II,
a Wisconsin Commercial Condominium

Lot 1, CSM 12822, Village of McFarland,
Wisconsin, recorded in the Office of the
Register of Deeds for Dane County,
Wisconsin, October 15, 2007, in Volume 76
of Certified Survey Maps, Pages 97-98, as
Document No. 4365892.

Return to:
Jeffrey J. Bartzen
Neider & Boucher, S.C.
401 Charmany Drive, Suite 310
Madison, WI 53719

154/071034270951
Parcel Numbers

**STORAGEHOPUSA – MCFARLAND II,
a Wisconsin Commercial Condominium
Madison, Wisconsin**

**COLLEGE PROPERTIES, LLC, DECLARANT
933 HIGHWAY MM
OREGON, WI 53575**

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STORAGESHOPUSA – MCFARLAND II
(a Wisconsin commercial condominium)**

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**DECLARATION OF CONDOMINIUM OF
STORAGESHOPUSA – MCFARLAND II CONDOMINIUM¹
(a Wisconsin commercial condominium)**

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter “Act”) as found in Chapter 703, Wisconsin Statutes (2016), or as amended, by College Properties, LLC, a Wisconsin limited liability company, hereinafter “Declarant.”

**ARTICLE 1
DECLARATION AND STATEMENT OF PURPOSE**

The Declarant, as the sole owner of the real estate as described in Section 2.01 below, and all improvements located thereon and all easements, rights, and appurtenances thereto, declares said real estate, together with said improvements, easements, rights and appurtenances thereto, collectively “Condominium,” subject to the condominium form of ownership in the manner provided by the Act and as further provided for in this Declaration. All of the provision contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

**ARTICLE 2
LEGAL DESCRIPTION, NAME/ADDRESS,
RESTRICTIONS AND DEFINITIONS**

2.01 Name/Address. The name of the Condominium is “StorageShopUSA – McFarland II Condominium.” The principal address is 933 Highway MM, Oregon, Wisconsin 53575.

2.02 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit A attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by Unit member, and such description shall be good and sufficient for all purposes as defined in the Act. Up to six (6) two (2) Unit buildings for commercial use may be built on the real estate described on Exhibit A (“Buildings”), ~~and, in addition, there shall be one unit located near the entrance to the Condominium which land dimensions measure approximately 15 feet by 15 feet, the sole purpose of which shall be to erect and house a sign for StorageShopUSA™, all as shown on the condominium plat map (“Plat”) attached as Exhibit B. The Condominium shall be up to a total of 13 Units.~~

2.03 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

- (1) General taxes not yet due and payable;

¹ StorageShopUSA™ and design (the “Mark”) is a trademark of TL Associates, LLC. ~~The Mark is licensed to the Sign Unit on a non-exclusive basis under separate agreement.~~ For the purposes of the Condominium, the trademark symbol is used only in conjunction with the Mark, and not the legal entities or the name of the Condominium, but there is no intent to infringe or in any other way dilute the Mark.

- (2) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;
- (3) All other easements, covenants and restrictions of record, including drainage swales and other matters shown on Certified Survey Map 12282, Dane County, Wisconsin and other patterns;
- (4) All municipal, zoning, and building ordinances and agreements with any municipality including but not limited to the duty to maintain and observe storm water retention and run off requirements;
- (5) All other governmental laws and regulations applicable to the Condominium;
- (6) All mortgages of record;
- (7) The rights of all Unit Owners to travel across the Common Areas to access their individual Units and limited common elements; and

2.04 Definitions Stormwater Maintenance. A unit shall mean a part of the Condominium as herein described for the sole and individual use of an Owner to be owned exclusively by said Owner. The Units are for commercial use as allowed by and consistent with federal, state and local zoning, fire and other safety codes and ordinances. No unit may be used for the commercial operating of an automotive repair shop or commercial welding shop; and, no owner may sleep over night in their Unit. No Unit may be used for commercial woodworking unless such use is approved by the Plan Commission and the Unit Owner complies with paragraph 10.04 of this Declaration. On July 2, 2007, StorageShopUSA – McFarland LLC obligated Lots 1 and 2 of Certified Survey Map 12282 to construct and maintain the stormwater retention pond, granting the Village of McFarland, Wisconsin certain rights to maintain the stormwater facilities in the event the Owners do not. The Condominium shall be bound by the July 2, 2007 agreement, and shall endeavor to enter into a sharing agreement with StorageShopUSA – McFarland Condominium Association to share responsibilities and to split costs on a pro-rata basis.

~~There are two different types of Units in the Condominium; (i) a Unit containing one or more cubicles of air at one or more levels of space in one or more rooms of enclosed spaces (or parts thereof) in a building; and (ii) a Unit approximately 15 feet by 15 feet section of land located near the entrance to the Condominium consisting of the ground and a sign showing the Mark, including all legal air rights above such sign vested in Declarant and ground rights below such 15 feet by 15 feet area for up to 10 feet below the ground surface subject to the rights reserved under Section 2.03, above, together generally the unit ("Unit"). The sign Unit may also be referred to specifically as the sign unit ("Sign Unit"), and a Unit substantially within a building may also be referred to specifically as the building Unit ("Building Unit").~~

~~As a condition precedent to purchasing the Sign Unit, the purchaser of the Sign Unit must sign a license agreement with the TL Associates, LLC, or assigns, for the right and obligation to~~

~~erect, maintain, repair and replace the sign as part of the Sign Unit and all signs appurtenant as common elements to the Sign Unit, if any.~~

ARTICLE 3

CONDOMINIUM UNITS

3.01 Unit Definition. A unit shall mean a part of the Condominium as herein described for the sole and individual use of an Owner to be owned exclusively by said Owner. The Units are for commercial use as allowed by and consistent with federal, state and local zoning, fire and other safety codes and ordinances. No unit may be used for the commercial operating of an automotive repair shop or commercial welding shop; and, no owner may sleep over night in their Unit. No Unit may be used for commercial woodworking unless such use is approved by the Plan Commission and the Unit Owner complies with paragraph 10.04 of this Declaration.

3.02 Description/Boundaries of Unit. The Units in the Condominium shall include:

The Building Units in the Condominium include:

(1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The side boundaries of the cubicles shall be the inside face of the studs or concrete forming the walls. The upper boundary of each Unit shall be the inside face of the studs or joists forming the ceiling. (The attic or crawlspace, if any, is not part of the Unit but are part of the common area.) The lower boundary of each Unit shall be the horizontal plane of the uncovered or unfinished upper surface of the floor, including concrete surfaces.

(2) Any and all fixtures that come with the Unit, including but not limited to the heating and cooling systems, intake an exhaust fans, including ducts, radiators including piping, controls for heating system, air conditioning equipment including any external components and including ducts, humidifier and dehumidifier systems, controls for air conditioning systems, and security systems, if any (different Building Units may have different amenities).

(3) All amenities attached by Declarant to the Unit (to serve that specific Unit only), or subsequently attached thereto directly by the Unit Owner or at his or her direction, together with any improvements or alternations thereto, although said items may be outside the defined cubicles of air, and shall include but are not limited to the following:

(a) All doors, including garage doors, windows and glass, if any, their casements, a mailbox, and all of their opening, closing and locking mechanisms and hardware;

(b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical outlets and

switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box.

(c) All cable including but not limited to telephone, fax, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving it lying within the cubicles of air in the Unit and extending until the same leave the boundaries as described under Section 3.02(1), above, and one satellite dish per unit which may be located outside the cubicles of air attached the outside rear of the cubicles of air as described further herein;

(d) All sewer and water piping, parts, water meter, fixtures and equipment within the cubicles of air of the unit extending to the curb cut; and all electrical and gas fixtures an dipping, valves and other connecting and controlling materials and devices lying within the cubicles of air in the Unit not owned by a utility company and extending until the same reach the respective meter;

~~The Sign Unit in the Condominium includes:~~

~~(4) The Sign Unit is described as that land as shown on the Plat, and all sign improvements thereto, including all legal air rights above such sign vested in Declarant and ground rights below such approximate 15-foot by 15-foot area for up to 10 feet below the ground surface subject to the rights reserved under Section 2.03, above. The Sign Unit shall be used only for purposes of housing a sign with the Mark. The use of the Sign Unit may not be changed without unanimous consent of all owners in the Condominium and their mortgagees, and then only for cause. The Sign Unit shall also include all electrical conduit and hook-up for a lighted sign to and from the Sign Unit extending to the point where the electrical line ties in with the electrical power source and separate breaker box if necessary. The Sign Unit shall have an easement over, through and under the Common Area for access for purposes of maintenance, repair, replacement and relocation of the sign and electrical equipment necessary to operate a lighted StorageShopUSA™ sign. The location of the Sign Unit shall be located approximately as shown on Exhibit B and as described above unless local sign or set back requirements require it to be further from the right of way. In that case, it shall be as close to the right of way as allowed by zoning law.~~

3.03 Improvements and Alterations to Unit. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement or create a nuisance or in any material way affect the use and enjoyment of any other Condominium Unit Owner of their Unit or the Common Elements. **[WARNING: SEE SECTION 3.04 FOR CONSTRUCTION CHANGES]**. A Building Unit Owner may not change the dimensions of, or the exterior appearance of, a Unit or any portion of the Common Elements without obtaining the prior written approval of the Association. The Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. Any approved improvement or alteration that changes the exterior dimensions of a Building Unit must be evidenced by recording a modification to this Declaration

and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, and must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

3.04 Common Ingress/Egress Between Adjoining Units; Removal of Common Wall.

WARNING: Unit Owners may alter their units as long as they do not impair the structural soundness or integrity of any Building or change the exterior appearance of the unit or Building. Unit Owners have no right to enclose limited common elements. The Buildings in the Condominium are specially designed and engineered and no changes may be made to exterior walls, and only limited changes may be made to interior walls. All changes require the consent and review of the Association to make sure not structural damage will occur to the Unit or Common Elements.

A Unit Owner of two adjoining Units whose units are located within a single Building may construct so as to provide and maintain ingress and egress between said adjoining Units, either through a common wall, or by removing all or part of any common wall which separates said adjoining Units, provided that all construction is performed so as to: (i) not change the exterior appearance or outside dimensions of either of said adjoining Units, (ii) not remove, change or relocate any load bearing wall(s) or otherwise weaken the support structure of either of said adjoining Units or common area, and (iii) not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements, and further provided that the expenses incurred in connection therewith, and for restoration of any such changes made, so as to conform said Units to the original floor plans as shown on the Condominium Plat, when necessary, are paid by the respective Unit Owner(s) of said adjoining Units. In addition, notwithstanding any such interior changes made as herein provided, all adjoining Units shall remain as individual condominium Units for all purposes as herein defined including, but not limited to, voting, payment of required common expenses, condominium dues, fees and assessments.

Such modification(s) shall require the involvement and approval of a structural engineer to the proposed changes and approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee. The creation of such common ingress/egress or removal of common wall does not constitute a relocation of the boundaries of the Units or the merger of Units.

3.05 Relocation of Unit Boundaries. Merger of Units. Separation of Merged Units. Subject to the provisions of Section 703.13(6), (7) and (8) of the Act, and subject to the requirements of Section 3.04, the owner of adjoining Units may relocate the boundaries between the adjoining

Units, merge adjoining Units, and separate a merged or adjoined Unit. Such modification shall require the approval of the Association which may charge the requesting Unit Owner(s) a reasonable plan review fee and inspection fee.

3.06 Identification. Units shall be identified by individual addresses as specified on the Plat, which shall be recorded contemporaneously with this Declaration. A copy of the Plat is attached hereto as Exhibit B.

3.07 Unit Type and Modification of Unit Type. Each Building Unit, as specified in Section 2.01, consists of one general type of Unit; however, some Units may include one or more amenities which may include fixtures, demising walls, expanded utilities, upgraded heating and cooling system. The appropriate building permit(s) must be obtained from the Village prior to commencing any modifications to a Building Unit, each Unit of the Condominium shall be entitled to one vote.

ARTICLE 4 COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units. The President of the Association shall keep a copy of the construction and sewer and water plans relating to the Condominium and all amendments thereto and shall pass the same on to any succeeding President of the Association.

4.02 Description. The Common Elements shall include the land described in Exhibit A and all portions of the improvements which are not included in the definition of Unit, including but not limited to the land, the paved driveways, parking areas, private streets, pedestrian walkways, if any, situated on the land, the foundations, columns, pilasters, studs, insulation, girders, beams, supports, main walls (which shall be defined in part as exterior wall and surfaces, structural walls, roof trusses and roofs), that part of the electric, sewer, and water piping not enclosed within a Unit and the fire sprinkler systems, if any, and its associated piping and operating mechanisms serving more than one Unit, and mailboxes and mailbox islands, awnings, water shut off valves, and all tangible personal property used in the operation, maintenance, and management of the Condominium. ~~No part of the Sign Unit shall be part of the Common Area.~~

4.03 Use. Except as otherwise provided herein (and subject to the Bylaws and rules and regulations of the Association, as hereinafter defined), the Common Elements shall be available for the use by and enjoyment of owners of all Units. No use may create a nuisance, violate local zoning code, state and local building codes, or materially affect the enjoyment of any Unit Owner of their Unit or the Common Elements. No use of the Common area may be made for any noxious, unsafe, offensive, noisy or obscene purpose. All use of the Common Elements shall be limited in duration. For example, no parking in any Common Element may exist overnight. Each Unit Owner may also place one satellite dish on the rear of their unit attached to the Common Element but the same shall not be larger than 18" in diameter, unless required by federal law.

4.04 Ownership/Conveyance. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit C attached hereto. Any

deed, mortgage, lease or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referenced therein. Each Unit shall be entitled to a 1/123th interest in the Common Elements as shown on Exhibit C.

ARTICLE 5 LIMITED COMMON ELEMENTS

5.01 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration on the Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 Description. The Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include:

(i) Parking. Each Unit has two (2) assigned parking stalls directly adjacent to the Unit as shown on the Plat. The parking stalls are numbered and assigned to Units as shown on the labeled parking stalls shall remain a general common element. The approximate location of the parking stalls are located approximately as shown on the Plat.

(ii) Mailbox. It is anticipated that each Unit will have a mailbox which is part of the Unit. However, there may be established one or more mailbox islands and mailboxes for use by individual Unit Owners. While the ground and general equipment used to establish a mailbox shall be the Common Element of the Association, the door to, and any cubicles of air within, individual mailbox units are assigned to its respective Unit as a limited common element. The placement of any mailbox island and the assignment of limited common elements in such island(s) shall be established by the Declarant or Association. Each Unit shall be entitled to one mailbox limited common element;

(iii) Awning and Awning Sign. Attached to each Unit is an awning which shall be uniform with all other awnings. Each awning is the limited common element of the Unit to which it is attached. Each awning shall contain a non-lighted sign measuring 6" by 49" (inches) on the fascia of the awning as shown on Exhibit B. The Association shall insure that each Unit has attached to it in good condition an awning which is identical to all other awnings except for the placement of the name of the respective business on such awning; and

(iv) Water Shut Off Valve. Each Building of the Condominium has one water shut off valve which shall be the limited common element of the Building Units within that Building. Except in the case of emergencies or by mutual consent of each Building Unit Owner, the valve is to remain open.

5.03 Use.

(i) Nuisance. Except as otherwise provided herein or in the Bylaws or rules of the Association, or as regulated by the Association, pursuant to its adopted rules and regulations,

the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Notwithstanding the above, no use of any Limited Common Element may adversely affect the use of any Common Area, Unit or any other Limited Common Element or in any other way to create a nuisance.

(ii) Limitation. No parking shall be allowed on any common or limited common element overnight and there shall be no parking in the drive lanes. The awning signs shall be in strict compliance with the dimensions and type shown on Exhibit B.

5.04 Improvements to Limited Common Elements. A Unit Owner may improve the limited common elements appurtenant exclusively to that owner's Unit if all of the following conditions are met²:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the condominium, and identifying the project contractor is submitted to the board of directors of the Association.

2. The improvements will neither interfere with the use and enjoyment of the Units of the other Unit Owners nor the Common Elements resulting from the improvement are the obligation of the Unit Owner. The Unit Owner shall protect the Association and other Unit Owners from liens on property of the Association or of other Unit Owners that otherwise might result from the improvement.

5.05 Temporary Limited Common Elements. During the original construction of a Building that will, when finished, contain one (1) or more Units or other improvements, the building site or site of other improvements shall be designated as a Temporary Limited Common Element. The building/improvement site shall be more specifically determined by the Declarant or its assigns, which shall have the exclusive use of such area during the construction period (for the Declarant and the Declarant's contractors and subcontractors and respective employees and agents), and Declarant shall be responsible for all costs of the original construction, road and parking improvements, and landscaping within the building site. Subject to Declarant control, upon the issuance of an occupancy permit for a Unit or Units within the Building by the municipality in which the Condominium is located, the temporary Limited Common Element for the building site shall terminate as to those Units completed with occupancy permit.

ARTICLE 6 USES

6.01 Commercial Purposes Only. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for commercial purposes only, and shall not be used for residential use. Each Unit Owner shall file with the Declarant (or Association after control has been turned over) a statement as to the intended use of the Unit. The Association shall keep on file the statement of use. Each Owner shall update and file with the Association the statement

² Except the Sign Unit which may modify the limited common element building signs, if any, without approval.

of use if the actual usage changes from the use as consents that such statement of use and amendments may be supplied to local health, safety and zoning officials upon request by the same.³ See also paragraphs 3.01 and 10.04 of this Declaration.

Provided the same does not interfere with the enjoyment of any other Unit Owner of a Unit, the Common Elements, or the Limited Common Elements, Unit Owners may use their Unit for any purposes allowed by the current or future zoning and federal, state and local building use laws and zoning laws. Parking availability may affect certain uses. It shall be the duty of a Unit Owner to seek information about and comply with such codes and restrictions. The use of a Unit may affect the rights to use an adjacent Unit (e.g. firewall requirements). No Owner may use their Unit in such a manner as to alter or change the existing use privileges of an adjacent Unit. Also, the use of the Units, Limited Common Elements and Common Elements shall comply with all Ordinances of the municipality in which the Condominium is located, and any other restrictions as contained in the Association Bylaws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage or use of hazardous material, and there shall be no storage of any other material or activity, which would increase the insurance rates on the Condominium. Owner shall be responsible for all improvements necessary for Unit to accommodate a particular type of use (for example, for general office use, upgraded heating and cooling may need to be installed).

Overhead doors shall remain closed and used strictly for person or vehicle ingress and egress.

In addition to such restrictions noted above, commercial wood working shall be allowed only if such use is approved by the Plan Commission, complies with all building codes and other use restrictions and insurance is maintained as described under Article 10 below.

Each user of a Building Unit shall promptly submit proof of the Association that their use complies with all zoning and building codes. The Association is granted a private right to monitor the use of each Unit for purposes of this Section 6.01. In the event a Unit Owner is violating this Section 6.01, the Association may give notice to the Unit Owner of such violation, and, except as to hazardous substances which shall be removed immediately, the Unit Owner shall have 30 days to correct such violation. If the same is not corrected in a timely manner, the Association may assess the Unit Owner a penalty between \$25.00 to \$100.00 per day for a continued violation of this Section 6.01, which assessment shall be applied in ultimate good faith by the Association.

6.02 Leasing. A Unit may be leased or rented. However, a Unit Owner, other than the Declarant, may not rent or lease a Unit except as provided below (Declarant shall not be subject to these restrictions):

1. The rental agreement or lease ("Lease"), and any amendments, extensions or renewals, shall be in writing and a copy given to the Association President. Prior to the

³ The commercial operation of an auto repair shop and commercial welding shop are specifically prohibited uses. Current zoning is C-H in the Village of McFarland, Dane County, Wisconsin.

Unit Owner entering into said Lease or amending, extending or renewing same, the proposed tenant or assignee shall enter into a written agreement agreeing to be bound by the terms and conditions of this Declaration, the Bylaws, the Rules and all other regulations of the Association and such lessee or assignee agrees to submit themselves to the governing jurisdiction of the Association.

2. The Association may further limit the renting or leasing of Units pursuant to its rule/regulation making authority.

3. There shall be no leasing to any person or entity which will perform commercial wood working.

Any restrictions against leasing contained in this Section 6.02 shall not apply to leases of the Units by the Declarant or leases of the Units by the Association.

6.03 Sign Restriction. Except for Association identification signs and ~~Sign Unit~~ (as well as its limited common elements), traffic control signs, maintenance building identification signs and building address signs, and the sign allowed on the awning of each Unit as limited common element, and such other signs as approved in the rules and regulations, no signs, advertisement, notice, or other lettering shall be exhibited on any portion of any Unit or on any other portion of the Condominium property, except the Declarant shall have the right to exhibit one or more temporary project identification signs and sale office signs with related marketing information and "for Lease" or "For Sale" signs in Units owned by the Declarant. The Association shall not remove such signs. Moreover, limited and temporary sale signs for Units not owned by the Declarant, open house signs, garage sale signs, election signs and other signs as may be permitted by the Association. The Association Board of Directors is granted full and broad discretion in adopting rules and regulations as to such signs.

6.04 Animal Restriction. No animals are permitted on any part of the Condominium land, including, but not limited to, any Unit, Common Area, Limited Common Element, or Temporary Limited Common Element, except as allowed by the Rules of the Association.

6.05 Enforcement. This Article 6 shall be binding upon all Unit Owners and shall be enforced in the Remedies set forth in Article 19 hereof, including the private right of the Association to enforce zoning and building code violations. Any and all attorneys' fees and other expenses incurred by the Declarant or the Association in the enforcement of the article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

6.06 Dumpster. No dumpster is provided to any Unit and no dumpster of any unit shall be located outside of the Unit; except that Declarant or the Association may provide, on the Common Area, a dumpster or dumpsters for all Units.

ARTICLE 7 UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, corporation, limited liability company or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to unsold Units for which an occupancy permit has been issued by the municipality in which the Condominium is located.

ARTICLE 8 ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.01 Definition. "Association" shall mean the StorageShopUSA – McFarland II Condominium Unit Owners' Association, Inc., a Wisconsin non-stock corporation organized and existing under and pursuant to Chapter 181, Wis. Stats.

8.02 Membership. Every Unit Owner shall be entitled and required to be a member of the Association and shall be subject to its Articles of Incorporation, Bylaws, and rules and regulations adopted by it for use and management of the Condominium. By becoming members of the Association, each Unit Owner automatically assigns the management and control of the Common Elements of the Condominium to the Association. If title to a Unit held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner(s). Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner or Declarant may be a member of the Association, and a membership in the association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to Mortgagee as further security for a loan secured by a lien on a Unit.

8.03 Voting Rights. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject however, to suspension as provided herein. If a Unit is owned by more than one (1) person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and current mailing address of the Mortgagee of the Unit, if any, has been provided to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien or to pay such obligation has not been paid at the time of voting. Further, as provided in Article 7 hereof, one who holds a land contract purchaser's interest or other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the

office of the Dane County Register of Deeds. The merger of one or more Units or the removal of one or more demising walls shall not affect or change the Units as originally designed and each original Unit shall always be counter for one (1) vote regardless of the modifications. There shall be ~~17~~12 Units in the Condominium, and Declarant shall have the right to exercise the vote for all unsold units.

8.04 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 8.05, the Declarant shall have the right to appoint and remove the officers of the Association and exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing such period of Declarant control is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, or (c) thirty (30) days after the Declarant's election to waive its right of control. Declarant shall at all times have the continued right to develop the Condominium in general compliance with this Declaration, and nothing in this Declaration shall affect Declarant's right to modify any building, layout, or other development aspect provided the same does not affect any Unit Owner's percentage ownership in the Condominium.

8.05 Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Unit Owners shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 8.04 and this Section 8.05, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the total number of Units under this Declaration and the Condominium Plat.

8.06 Supplement. The provisions of this Article are to be supplemented by the Articles of Incorporation, Bylaws, and rules and regulations of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners as set forth herein.

ARTICLE 9 REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit, except to the extent any repair cost is paid by an Association's insurance policy described in Article 11. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article 13.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of the Limited Common Elements which use is reserved to the Unit. If the Unit Owner fails to maintain the general cleanliness and presentability of a Limited Common Element, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article 13.

9.03 Common Elements. Except as hereinabove provided, the Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, general parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. Unless otherwise undertaken by the Association, each Unit Owner shall be responsible for snow and ice removal from their assigned parking stalls, notwithstanding the above (e.g., if for some reason the Association does not perform such items, the duty shall fall to the Unit Owners, including take care of adjacent non-assigned parking stalls.).

Notwithstanding the above, all Unit Owners shall be responsible for shoveling their limited common element parking areas.

9.04 Entry by Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of Units as set forth in Sections 9.01 and 9.02, or of public utilities, or for any other matter for which the Association is responsible. Except in the case of emergency, no entry may be had by the Association until the expiration of twenty-four (24) hours from the date written notice is provided to the Unit Owner that maintenance, construction or repair is necessary and, in any event, entry shall be made with as little

inconvenience to the Unit Owner as possible under the circumstances., In the event the Association reasonably believes that an emergency situation exists, the Association may enter an Owner's Unit without prior notice to said Owner. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense as hereinafter defined.

9.05 Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element or the Units is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any party of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or mission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article 13.

ARTICLE 10 INSURANCE

10.01 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, and broad form insurance coverage for full replacement value of the Common Elements and Buildings, for the Unit as originally constructed as of the date of the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common and Limited Common Elements in the name of the Association as insurance TRUSTEE FOR THE INDIVIDUAL Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit.

The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 10.

10.02 Public Liability Insurance. The Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$2,000,000.00 per occurrence for personal

injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a severability of interests or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. Each unit Owner shall have the right to insure its own Unit for personal benefit.

10.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the association's annual operating expenses and reserves.

10.04 Unit Owners' Insurance. Maintenance of insurance by the Association shall not relieve or prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks, including property damage and public general liability insurance on their respective Units. **Moreover, each Unit Owner shall obtain and maintain condominium owners Form 6, or commercial equivalent, fire and broad form insurance coverage for full replacement value of all improvements to the Unit made after issuance for the original certificate of occupancy, as well as specific coverage as to a particular use.** (In addition, Unit Owners are strongly encouraged to obtain various types of insurance, including but not limited to, liability and property damage and public general liability insurance, because of the potential for great loss to any individual Unit Owner. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and Limited Common Elements appurtenant to such Units.) The Association may, but shall not be obligated to, obtain and maintain fire and broad form insurance coverage for all improvements to the Units made after issuance of the original certificate of occupancy and all or some of the improvements located therein for not less than the full replacement value thereof, and if it does not so elect to carry such insurance coverage, the cost of same shall be treated as a Common Expense, and the Unit Owners' obligation to do so shall be suspended as long as such coverage is maintained by the Association.

Anyone intending to use a Building Unit for the purpose of commercial wood working may only do so if: (i) they own both Building Units in the same Building; (ii) the activity is separately endorsed as part of their Unit Owner's insurance; (iii) said insurance is approved by the Association Board of Directors and, (iv) and the use is approved by the Plan Commission.

10.05 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and the financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide,

or equivalent rating, unless the board of directors by unanimous vote or consent determine otherwise, which carriers must meet in any event the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or their respective successors.

10.06 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

10.07 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be disbursed by the trustees for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

10.08 Commencement. All Association insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE 11 RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

11.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$10,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved in the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction in a simple majority.

11.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in

accordance with the maps plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair of the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Plat or this Declaration, an addendum to Condominium Plat or amendment to Condominium Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Article 10 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06. (Any insurance purchased by the Association pursuant to Section 10.04 shall be held by the Association as Trustee for the subject Unit Owner(s) and used to pay for Unit Owner repairs to the extent that insurance funds are available. The Association shall not be liable for any deficiencies.)

11.05 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association (other than deficiencies in funds available to make repairs to a Unit or Units), A Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

11.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as Construction Funds. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair will be insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

11.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE 12

EMINENT DOMAIN/CONDEMNATION

12.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

12.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

12.03 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless approved by the board of directors of the Association and a majority of the first Mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an addendum to the Condominium Plat or an amendment to the Condominium Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. Each Unit Owner shall be responsible for rebuilding his or her Unit.

12.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

12.06 Surplus in Construction Fund. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

12.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions

thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE 13 COMMON EXPENSES/GENERAL AND SPECIAL ASSESSMENTS

13.01 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association shall be deemed to be common expenses (the Common Expenses), including, without limitation, expenses incurred for landscaping common grounds security lighting, municipal utility services provided to the Common Elements, trash collection provided by the Association, and maintenance and management salaries and wages or fees.

13.02 General Assessments. Except as to ~~the Sign Unit and~~ unsold units, the Association shall levy monthly general assessments (the General Assessments) against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. ~~Excluding the Sign Unit, t~~The General Assessments against the Unit Owners shall be assessed as set forth in Exhibit C, except that ~~unitl-until~~ occupancy permits have been issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarants Units were subject to full General Assessment, based on the annual operating budget then in effect. During the period fo Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years form the date exterior construction of the Building in which the Unit is located has been completed. ~~Notwithstanding this Section 13.02 and Exhibit C, the Sign Unit shall pay to the Association \$100.00 per annum as its common expense payment, which shall also cover expenses related to separate real estate taxes and insurance assessed against the Sign Unit.~~

13.03 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the Special Assessments) against the Unit Owners, or any of them, for deficiencies in the case of unit or limited common element maintenance as required of the Unit Owner or destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act. ~~Notwithstanding this Section 13.03, the Sign Unit shall not be assessed or be required to pay any special assessment.~~

13.04 Common Surpluses. If the surpluses of the Association (the Common Surpluses) should be accumulated, other than surpluses in any construction fund, such Common Surpluses may be credited against the Unit Owners General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine. ~~Notwithstanding this Section 13.04, the Sign Unit shall not be entitled to any common surplus.~~

13.05 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.06 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

13.07 Enforcement. The assessments, both general and special, of Common Expenses, together with such interest as the Association may impose hereunder or in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

13.08 Suspension of Voting Rights. If any assessment, both general and special, of Common Expenses is delinquent and a statement of Condominium lien as described in Section 703.16(9) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.09 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of Condominium lien covering the delinquency shall have been recorded prior to the transfer.

13.10 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be recorded in the Dane County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute that may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

13.11 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

13.12 Reserve Fund. The Association shall establish and maintain a reserve fund for payment of nonrecurring operating contingencies. Each annual condominium budget shall include funding for the reserve fund at a level determined appropriate by the Association. This reserve fund shall not be a Statutory Reserve Account under section 703.163 of the Wisconsin Statutes.

ARTICLE 14 POWERS OF DECLARANT

14.01 Declarant Control. Except as provided in Section 703.15(2)(d) of the Wisconsin Statutes, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers. During this period,

Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days prior written notice.

14.02 Termination of Control. Upon termination of the above specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

14.03 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers and obligations by a written recorded instrument to any other party who assumes such rights, powers and obligations. Upon the recording of any such assignment, such assignee shall become the "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and the assignee named therein.

ARTICLE 15 RIGHT TO EXPAND

No right of expansion reserved.

ARTICLE 16

AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of at least sixty-six and 2/3rds percent (66 2/3 %) of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any nonconsenting Unit Mortgagee. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purpose of clarification and correction of errors and omissions.

ARTICLE 17 NOTICES

17.01 Notices to Resident Agent. The person to receive service of process for the Condominium or the Association shall be College Properties, LLC, 933 Highway MM, Oregon, Wisconsin 53575, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

17.02 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

17.03 Notices to Mortgagees/Land Contract Vendor. Any first mortgagee or land contract vendor of a Unit, upon written request to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the condominium declaration, by-laws, rules and regulations, and related documents. Notice shall be given by personally delivery or sent by first class mail to the Mortgage at the address provided for in said written request.

**ARTICLE 18
REMEDIES**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Burke or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article 12. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

**ARTICLE 19
EASEMENTS**

A blanket easement is hereby reserved over, through and underneath the Units (subject to Section 3.01(4)), the Limited Common Elements, and the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, cable TV wires, security wires, street lights and for any other purposes for which a blanket easement is created upon, across, over, through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto. Specific easements for drainage, utility service, including but not limited to installation, replacement, repair and maintenance of all utility and service lines and systems as set forth above, are hereby reserved to the Declarant and the Association. Specific easements for ingress and egress, other than as set forth above, are reserved to the Declarant and the Association for the purpose of installation or making any repairs and/or maintenance to any utility such service lines and/or systems, including drainage, which are the obligation of the Association. The Association shall be responsible for any damage resulting from such installation, maintenance and/or repairs as set forth above. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Declarant and the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

ARTICLE 20 GENERAL

20.01 Utilities. Each Unit Owner shall pay for his or her telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are separately metered or billed for each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. The Association shall have the right to use any outside water connections billed to a Unit Owner's water meter to provide water for maintenance of exterior common elements (lawn, trees and shrubs) adjacent to and in the vicinity of the Unit.

20.02 Encroachments. If any portion of a Unit, Limited Common Elements or Common Elements encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Declarant or Association may record

an amended condominium plat showing such as built Units, Limited Common Elements or Common Elements.

20.03 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

20.04 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's By-laws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

20.05 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the Bylaws, or any administrative rules and regulations, or between any of them, the order of priority of prevalence shall be the Declaration, the Articles of Incorporation, the Bylaws and the administrative rules and regulations, in that order.

20.05 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

20.07 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

20.08 Homestead. The Condominium, or any portion thereof, shall not be deemed to be homestead property of the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed this ____ day of June, 2016.

COLLEGE PROPERTIES, LLC

By: _____
Tim LeBrun, Agent

STATE OF WISCONSIN)

COUNTY OF DANE) ss.
)

Personally came before me this _____ day of June, 2016, the above-named Tim LeBrun, to me known to be the Agent of College Properties, LLC, who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

CONSENT

_____, Mortgagee, hereby consents to the foregoing Declaration of Condominium.

Dated: _____, 2016

_____, Mortgagee
By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of June, 2016, the above-named _____ to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF ADDITIONAL MORTGAGEE

_____, Mortgagee, hereby consents to the foregoing Declaration of Condominium.

Dated: _____, 2016

_____, Mortgagee
By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of June, 2016, the above-named _____ to me known to be the person who executed the foregoing and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Drafted By:
Attorney Jeffrey J. Bartzen
Neider & Boucher, S.C.
401 Charmany Drive, Suite 310
Madison, WI 53719

EXHIBIT A

STORAGE SHOP USA – MCFARLAND II, LLC

Legal Description

Lot 1, CSM 12822, Village of McFarland, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, October 15, 2007, in Volume 76 of Certified Survey Maps, Pages 97-98, as Document No. 4365892.

Tax Parcel No. 154/071034270951

EXHIBIT B

STORAGEHOPUSA – MCFARLAND II
Condominium Plat and Drawings

EXHIBIT C

STORAGE SHOP USA – MCFARLAND II CONDOMINIUM

Ownership of Common Elements

Each Unit Owner shall be entitled to an undivided ~~one-thirteenth-twelfth~~ **(1/12³th)** interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Condominium, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Units permitted by the Declaration, which right shall be appurtenant to and run with each Unit.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as Declarant has granted, or may hereafter grant to public utilities including, but not limited to, gas, electric, telephone, cable television, and sewer and water service, all of which may be granted by the Declarant without the consent of the Unit Owners.

Common Expense Allocation

The Unit Owner's liabilities for Common Expenses (subject to Section 14.08 of this Declaration), and the rights to Common Surpluses, all with regard to the entire Condominium, shall be an undivided **one-twelfth (1/12th)** interest for each Building Unit Owner, ~~it being understood that the owner of Sign Unit shall have no liability for Common Expenses or right to Common Surplus. The Sign Unit shall have no obligation to contribute towards any expenses of the Condominium except those extraordinary expenses which are caused by such Sign Unit owner's intentional acts.~~

EXHIBIT D

**STORAGE SHOP USA — MCFARLAND II CONDOMINIUM
FACIA SIGN REQUIREMENTS**

ITEM 2

AGREEMENT FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

RECEIVED
JUN 17 2016
VILLAGE OF MCFARLAND

RECITALS:

- A. StorageShop USA – McFarland Unit Owners’ Association LLC and College Properties, LLC are the owners (together herein referenced as “Owner”) of property in the Village of McFarland, County of Dane, State of Wisconsin, more particularly described on Exhibit A attached hereto (“Property”).
- B. The Village requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the Village the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain all stormwater management measures located on the Property from time to time in good condition and working order and such that the measures comply with approved plans on file with the Village of McFarland. Said maintenance shall be at the Owner’s sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Specific maintenance areas are more particularly described on Exhibit A.
- 2. Easement to Village. If Owner fails to maintain the stormwater management measures as required in Section 1, then Village shall have the right, after providing Owner with written notice of the maintenance issue (“Maintenance Notice”) and thirty (30) days to comply with the Village’s maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice, provided, however, that notice shall not be required in circumstances where the Village reasonably determines that a delay in completing the required maintenance will create a significant risk of injury, death or damage to the life, health or property of any person or the public. Village will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner’s use of the Property. All costs and expenses incurred by the Village in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special charge in accordance with Section 66.0627, Wis. Stats. and any applicable portions of the Village of McFarland Ordinances.
- 3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds Office, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the Village and all of the then-owners of the Property. This Agreement supersedes any prior agreement entered into regarding Lots 1 and 2.
- 4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

This space is reserved for recording data

Return to:
Pauline Boness at Village of McFarland
5915 Milwaukee Street
McFarland, Wisconsin 53558

Parcel Number(s):
See Exhibit A

If to Owner: College Properties, LLC
Timothy LeBrun
933 Highway MM
Oregon, WI 53575

and

StorageShop USA – McFarland Unit Owners’ Association LLC
933 Highway MM
Oregon, WI 53575

If to Village: Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (f) Unit Owners. To the extent any part of the Property is transferred to individual condominium unit owners, each condominium unit owner shall pay a pro-rata share of the expenses under this Agreement.

X _____
Village of McFarland - Staff Signature

Print or type name

State of WI, County of Dane; Subscribed and sworn
before me on _____ by
the above named person(s).

Notary Public
Print or type name: _____
My Commission Expires: _____

StorageShopUSA – McFarland Condominium Unit
Owners’ Association LLC.

X _____
Timothy LeBrun, President

College Properties, LLC

By: _____
Timothy LeBrun, Member

State of WI, County of Dane; Subscribed and sworn
before me on _____ by
the above named person(s).

Notary Public
Print or type name: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Lots One (1) and Two (2) of Certified Survey Map No. 12882, recorded in the Dane County Register of Deeds Office in Volume 76 of Certified Survey Maps, Pages 97-98, as Document No. 4365892, in the Village of McFarland, Dane County, Wisconsin

TAX ROLL PARCEL NUMBERS:

154/0710-342-7095-1

154/0710-342-7110-1

DRAFTED BY: Jeffrey J. Bartzen
Neider & Boucher, S.C.
P.O. Box 5510
Madison, WI 53705-0510

SPECIFIC MAINTENANCE TASKS

GENERALLY

All maintenance activities shall maintain and preserve the design specifications on record with the Village of McFarland, unless otherwise approved by the Village Engineer.

WET DETENTION BASINS

- Wet basins shall be inspected at least twice a year to ensure they are operating properly and to check for any potential problems, such as: subsidence, erosion, tree growth on the embankment, sediment accumulation around the outlet, and damage to the emergency spillway.
- Sediment shall be removed from the basin as necessary, at least between every 5 and 25 years. The frequency of sediment removal depends on the design of the basin and the occurrence of any large loading events.

GRASSED SWALES

- Swales shall be inspected periodically during the first year of use and after all major storm events in perpetuity for possible erosion to the channel.
- Trash and other debris shall be removed seasonally.
- Check dams shall be inspected for evidence of bypassing.
- Channelization, barren areas, and low spots within the channel shall be repaired and reseeded.
- Accumulated biomass shall be removed periodically.

INFILTRATION TRENCH OR BASIN

- Accumulated sediment in pretreatment devices shall be removed at least twice a year.
- Infiltration basins shall be inspected after all storm events until vegetation has become firmly established for signs of erosion and bare spots. All necessary repairs shall be performed immediately.
- To monitor drainage from infiltration trenches, an observation well may be installed and shall be checked after all storm events to ensure that water is draining properly.

POND OUTLET RIP-RAP DISSIPATOR

- Stone outlet protection shall be inspected after all storm events for displaced stones – all necessary repairs shall be made immediately.
- Accumulated sediments shall be removed periodically.



6425 Odana Rd Suite 2 Madison, WI 53719-1186
Phone: (608) 833-3400 Fax: (608) 833-3408
www Bouril@bourildesign.com.bourildesign.com

LTOM

RECEIVED
JUL 11 2016
VILLAGE OF McFARLAND

July 5, 2016

Pauline Boness, Community Development Director
Community Development Department
Municipal Center
P.O. Box 110
5915 Milwaukee Street
McFarland, Wisconsin 53558-0110

Planned Development Infill District – General Plan - Waubesa Shores Apartments and Condominiums
Statement of Owner's Intent and Description of Development:

Plan Commission Submittal
Waubesa Shores Apartment and Condominiums, Lots 1 and 2.
Bremer Road. McFarland, Wisconsin 53558

Mrs. Pauline Boness,

The following is submitted together with the Plans for Staff, Plan Commission and Village Board consideration of approval.

Project Team

Owner/ Developer:

Beach House Properties, LLC
Cory and Kris Sturman
5020 Vogel Road
Madison, Wisconsin 53718
PH. 608-209-3092
Contact: Kris Sturman
kris@madcityroofing.com

Architect:

Bouril Design Studio, LLC
6425 Odana Road., Suite 2
Madison, Wisconsin 53719
PH. (608) 833 – 3400
Contact Robert Bouril
bobb@bourildesign.com

Civil & Landscape

Vierbicher
999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
Ph..:(608) 826-0532
Fax:(608) 826-0530
Contact: James R. Joehnk, PE
jjoe@vierbicher.com



Introduction:

The project is located at the intersection of Bremer Road, Lake Edge Road, and Larson Beach road . It includes the Beach House Restaurant property at 4506 Larson Beach Rd and adjacent Apartment property at Lake Edge Road. The lot is currently surrounded by single family lots to the north & south, and Bremer Road & lake Edge Road to the East. To the west of the property is Lake Waubesa.

Existing site on Lot 1 is an existing 2 story apartment building with a footprint of 5,363 ST and a four car garage with a footprint of 2,031 SF. The garage is setback from the front property line 4'-0". The apartment is side setback from the property line approximately 10'-6" (varies) and the garage is side setback form the opposite property line 10'-10" (varies). The Apartment is approximately 54'-0" from the ordinary high water mark. Lot 2 is an existing 2 story restaurant with a second floor apartment with a footprint of 3,219 SF. It is setback from the side property line approximately 23'-0" (varies), 54'-0" from the ordinary high water mark, but the fenced in patio is 24'-0" from the ordinary high water mark. Parking pavement extends to 5'-0" of the ordinary high water mark. The street side the building is approximately 43'-0" from the front property line.

Project Description:

Legal description: Lot 1 and Lot 2 of Certified Survey Map Number 1256, Village of McFarland, Dane County, Wisconsin.

The proposed two parcel combined is 77,406 SF. The proposed development consists of one Multifamily apartment and condominium building with 72 parking stalls in an underground parking garage and 36 on grade parking lot for a total of 108 parking stalls. The building has a proposed first floor restaurant space. The building has been located a minimum distance of 40'-0" from the ordinary high water level at the Lake Waubesa side, with 10'-0" side Yards (to decks), but the building is roughly (varies) 15'-0" for 90% of the Building to the property line, but one portion on both side yards is 11'-0" from property line. The front setback at Lake Edge Road and Bremer road is 30'-0" minimum.

The proposed building consists of 44 units. The building consists of two wings. The south wing consists of 20 apartment units with a mix of 15 two bedroom apartments and five one bedroom apartments. The south wing will start out as apartments but is expected to be converted to condominiums at a later date. The north wing consist of 21 two bedroom condominiums and 3 one bedrooms. On site there is a total of 36 - two bedroom units and 8 - one bedroom units. The two wings are connected at the ground floor level by a lower level parking level. Each wing connects to the parking level by stairs and an elevator.

The two wings are separated by an open plaza that will be a transition from the on grade parking and the Lake. The building step down from the three story apartments and three story condominiums to a one story portion that softens the three story wings down to the open plaza. The one story portion on the south side will be a restaurant that was a large concern of the neighborhood meeting and the one story portion on the north side will be the clubhouse for the multifamily. The Plaza will be a half level above that on grade parking that can be accessed by a stairs and a sidewalk. The plaza will provide outside seating for the restaurant and a gathering area for the residents. The plaza can also be accessed by the south and north wings entrances by the building stairs and elevators. The south wings entrance connects to the restaurant with a dedicated stair.



Village of McFarland Zoning Standards:

Section 62-66 (d).

- a. Maximum impervious surface ratio is 0.59. the maximum allowed for residential is 0.50 but for nonresidential and mixed use is 0.70. As this project is mixed use (restaurant and apartments) we are in the range of 0.50 to 0.70.
- b. Maximum floor area ratio is 0.93 = (72,627 SF First, Second, and Third Floor area) divided by 78,033 SF (Site area bounded by OHWM, and property line). Parking Garage area not included
Maximum floor area ratio = 0.70.
- c. Minimum usable open space per dwelling unit = 100SF/DU. We are providing 852 SF per Dwelling unit (non-paved areas open to sky, decks, and half of the plaza area). Balconies per dwelling unit is 70 SF minimum. (varies).

Section 62-66 (e).

- (1) Screening. On grade parking in center of lot to minimize the impact of cars (lights) on the neighboring residential properties. The Ground floor parking entrance is on the street side with the trash enclosure providing additional screening.
Pedestrian circulation is on the perimeter of the parking with a sidewalk that connects the Entries and plaza to the commercial properties to the east across Lake Edge Road.
- (2) Usable open space is provided on the plaza with a connection down to the lake with amenities (grilling areas/ seating areas) on the lake side. This is in addition to the individual decks for each unit. The plaza will also provide an outdoor seating area for the restaurant.
- (3) The project will preserve some of the trees along the lake where possible. Control of erosion and runoff is and will be incorporated into the project. With the elimination of the existing paved surface for the existing restaurant) the runoff will be greatly improved if not eliminated.
- (4) Trash collection is on the exterior near the entry to the Ground floor parking and provides additional screening for the adjacent property.
- (5) Mixed use is a restaurant. Existing site has an existing restaurant that was an important element in community meetings to preserve a restaurant as part of the development as the existing restaurant was/ is a community fixture.
- (6) Snow removal area will be the lawn areas in northeast corner of the site, along with bio retention area and the lawn areas south of the parking lot.
- (7) See site plan but site lighting will meet Village of McFarland requirements. Security lighting facing neighboring residential properties will be motion controlled to reduce lighting impact.
- (8) Preserved open space along shore line. Existing trees where possible were preserved. Site has no special natural feature beyond the shore line. With removal of existing paved surface that extended to water edge the shore line will be improved new landscaping.

Secton 62-67 (4):

- a. After our preliminary meeting with the City we feel the development is in general conformance with the Village comprehensive plan.
- b. Off street parking for the apartments is in conformance with multifamily parking of 2 cars per apartment unit. There is also 20 spaces for restaurant parking. We believe the public dock will be used by people going to the restaurant and we are looking into renting additional spaces from neighboring properties.



- c. Traffic has been divided in to separate entrances for the Ground floor parking and the on grade parking lot. This separation shall minimize traffic congestion and traffic hazards and provide for the safe and convenient movement of vehicles and pedestrians.
- d. The development preserves where possible existing trees and with the elimination of the existing pavement that extended to the waters edge drastically improve runoff and meet the Village erosion control and storm water management ordinances.
- e. The development was divided into two wings in conjunction with neighborhood meetings to provide a visual access to the Lake and reduce the visual impact of one large building on the site into two smaller buidings. This configuration isolates the on grade parking, car and pedestrian traffic from the adjacent residential properties by location between the two buildings. . It also isolates the plaza and the commercial portion of the building from any adverse impact on the residential properties.
- f. Adequate open space is provided by decks for each unit, Open plaza between two builidngs, and open space between building and lake.
- g. We do not foresee any adverse impacts to provide school or municipal services. The impact on the city services to be minimal. Most condominium buyers and apartment users to be single or empty nesters.
- h. No impact on streets.

The exterior materials comprise of stone base that extends vertically at significant features on the building, horizontal wood siding at the balconies and tied together at the one story portion of the building and Stucco, (EIFS). Materials were selected to complement and tie into the adjacent residential neighborhood. Building height varies as grade varies around the building. Per the neighborhood meeting we reduced the roof height by eliminating all the hip roofs and replaced them with flat roofs to reduce the height as much as possible . Where roof pop up above the main roof we reduced the eave heights and reduced the building height by 4'-0" to 5'-0".

We feel the project will 1) enhance the neighborhood, 2) tie the two sites together very nicely, 3) be mutually beneficial to the neighborhood and the Village of McFarland providing substantial tax revenue while not impacting schools with one and two bedroom units. The restaurant would provide financial revenue to workers, has been heavily supported by the community, and further tax benefits to the village.

PD-1 planned Development Infill District

A 40 unit multifamily development with a building height of approximately 40'to 45" grade varies) to the low roof eave.

Rear Lake setback: 40'-0" Side Setbacks: 10'-0" Front Setback: 30'-0"

Development/ Building Data:

Site Data

Lot area:	77,406 SF (1.66 acres)
	78,033 SF (OHWM and property lines)
Impervious area:	45,560 SF
Lot area/ per dwelling unit	01, 759 SF
Density:	26 units per acre
Lot coverage:	40% (0.40)
Floor area ratio	0.93
Impervious surface ratio	0.59
Open space per dwelling unit	852 SF
Usable open space	37,485 (Non paved open to sky, decks, ½ plaza.)



<u>Vehicle Parking</u>	
Surface Parking Stalls:	36
Underground Parking stalls. (accessible parking stalls (4))	72
Total Parking Stalls	108
Restaurant parking	20
Multifamily parking (2 stalls per apartment unit)	88

We are looking at renting 10 to 15 additional stalls from neighbor commercial sites to augment the restaurant parking.

<u>Building Area</u>	
Ground floor (underground parking)	30,750 SF

<u>North Wing</u>		
First Floor	(North wing)	14,230 SF
First Floor - Decks	(North wing)	00,635 SF
Second Floor	(North wing)	12,371 SF
Second Floor - Decks	(North wing)	00,735 SF
Third Floor	(North wing)	12,371 SF
Third Floor - Decks	(North wing)	00,735 SF
Total- all floors	(North wing)	38,972 SF
Total - Decks	(North wing)	02,105 SF
21 - Two Bedroom units	(North wing)	
3 - One bedroom units	(North wing)	
24 units total	(North wing)	
First Floor Plaza		03,931 SF

<u>South Wing - Apartments (transition to condos at later time)</u>		
First Floor	(South wing)	13,119 SF
First Floor -Decks	(South wing)	00,461 SF
Second Floor	(South wing)	10,268 SF
Second Floor -Decks	(South wing)	00,554 SF
Third Floor	(South wing)	10,268 SF
Third Floor -Decks	(South wing)	00,554 SF
Total- all floors	(South wing)	33,655 SF
Total - Decks	(South wing)	01,569 SF
15 - Two Bedroom units	(South wing)	
5 - One bedroom units	(South wing)	
20 units total	(South wing)	



Total of North and South Wing by floor - Areas

First Floors	27,349 SF
First Floor - Decks	01,096 SF
Second Floors	22,639 SF
Second Floors - Decks	01,289 SF
Third Floor	22,639 SF
Third Floor - Decks	01,289 SF

Total of North and South Wing by building- Areas

1 st , 2 nd and 3 rd floors	72,627 SF
All floors	103,377 SF
All Decks	03,674 SF
Plaza	03,931 SF

Breakout of public areas:

Restaurant:	02,702 SF
Clubhouse	00,911 SF
Workout (exercise) Room	00,513 SF

Building Height:

40' to 45' (Grade Varies)

Dwelling Unit Mix

One bedroom	8
Two bedroom	36
Total	44

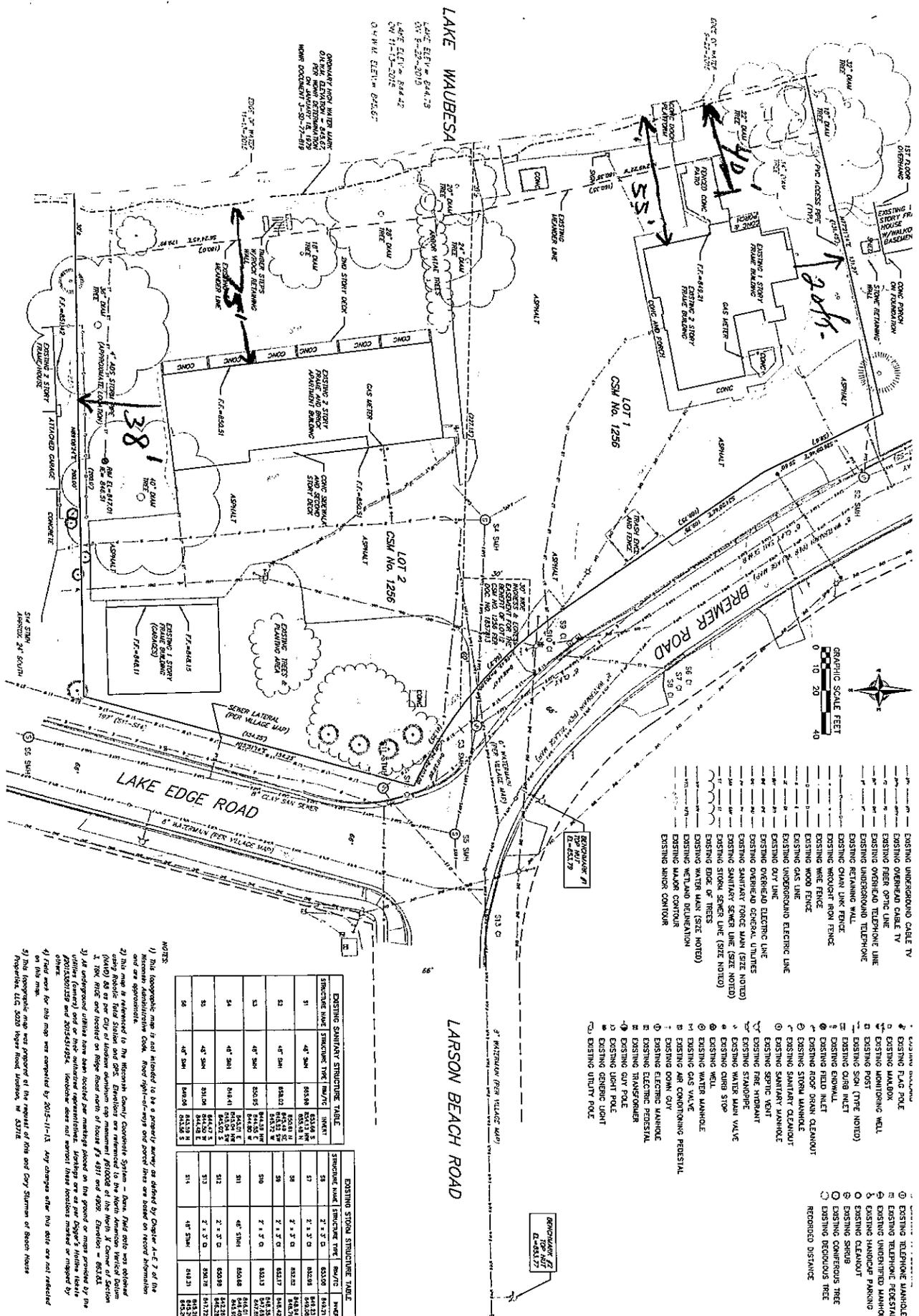
Construction Schedule:

It is anticipated that the new construction will commence September 2016 and be completed August 2017.

Thank you for your time and consideration

Sincerely,

Robert R Bouril, architect, principal.
 Bouril Design Studio, LLC



- GRAPHIC SCALE FEET**
0 10 20 40
- EXISTING UNDERGROUND CABLE TV**
 1. EXISTING UNDERGROUND CABLE TV
 2. EXISTING OVERHEAD CABLE TV
 3. EXISTING FIBER OPTIC LINE
 4. EXISTING OVERHEAD TELEPHONE LINE
 5. EXISTING UNDERGROUND TELEPHONE
 6. EXISTING RETAINING WALL
 7. EXISTING CHAIN LINK FENCE
 8. EXISTING WROUGHT IRON FENCE
 9. EXISTING WIRE FENCE
 10. EXISTING WOOD FENCE
 11. EXISTING GAS LINE
 12. EXISTING UNDERGROUND ELECTRIC LINE
 13. EXISTING OUY LINE
 14. EXISTING OVERHEAD ELECTRIC LINE
 15. EXISTING OVERHEAD GENERAL UTILITIES
 16. EXISTING SANITARY FENCE MAIN (SEE NOTES)
 17. EXISTING SANITARY FENCE LINE (SEE NOTES)
 18. EXISTING SANITARY FENCE LINE (SEE NOTES)
 19. EXISTING BOARD OF TREES
 20. EXISTING WATER MAIN (SEE NOTES)
 21. EXISTING WELDRING DEPLETION
 22. EXISTING MAJOR CONTOUR
 23. EXISTING MINOR CONTOUR
- EXISTING FLAG POLE**
 1. EXISTING FLAG POLE
 2. EXISTING MANHOLE
 3. EXISTING UNDERGROUND WELL
 4. EXISTING UNDERGROUND MANHOLE
 5. EXISTING UNDERGROUND PARKING
 6. EXISTING CLEAROUT
 7. EXISTING SERVICE
 8. EXISTING CONCRETE TREE
 9. EXISTING CONCRETE TREE
 10. REDUCED DISTANCE

EXISTING SANITARY STRUCTURE TABLE

STRUCTURE LINE	STRUCTURE TYPE	MAN/TC	INVERT	HEIGHT
S1	4" SAN	853.80	853.13	0.67
S2	4" SAN	853.80	853.13	0.67
S3	4" SAN	853.80	853.13	0.67
S4	4" SAN	853.80	853.13	0.67
S5	4" SAN	853.80	853.13	0.67
S6	4" SAN	853.80	853.13	0.67

EXISTING STORM STRUCTURE TABLE

STRUCTURE LINE	STRUCTURE TYPE	MAN/TC	INVERT	HEIGHT
S1	2' x 3' C	853.80	853.13	0.67
S2	2' x 3' C	853.80	853.13	0.67
S3	2' x 3' C	853.80	853.13	0.67
S4	2' x 3' C	853.80	853.13	0.67
S5	2' x 3' C	853.80	853.13	0.67
S6	2' x 3' C	853.80	853.13	0.67

NOTES:

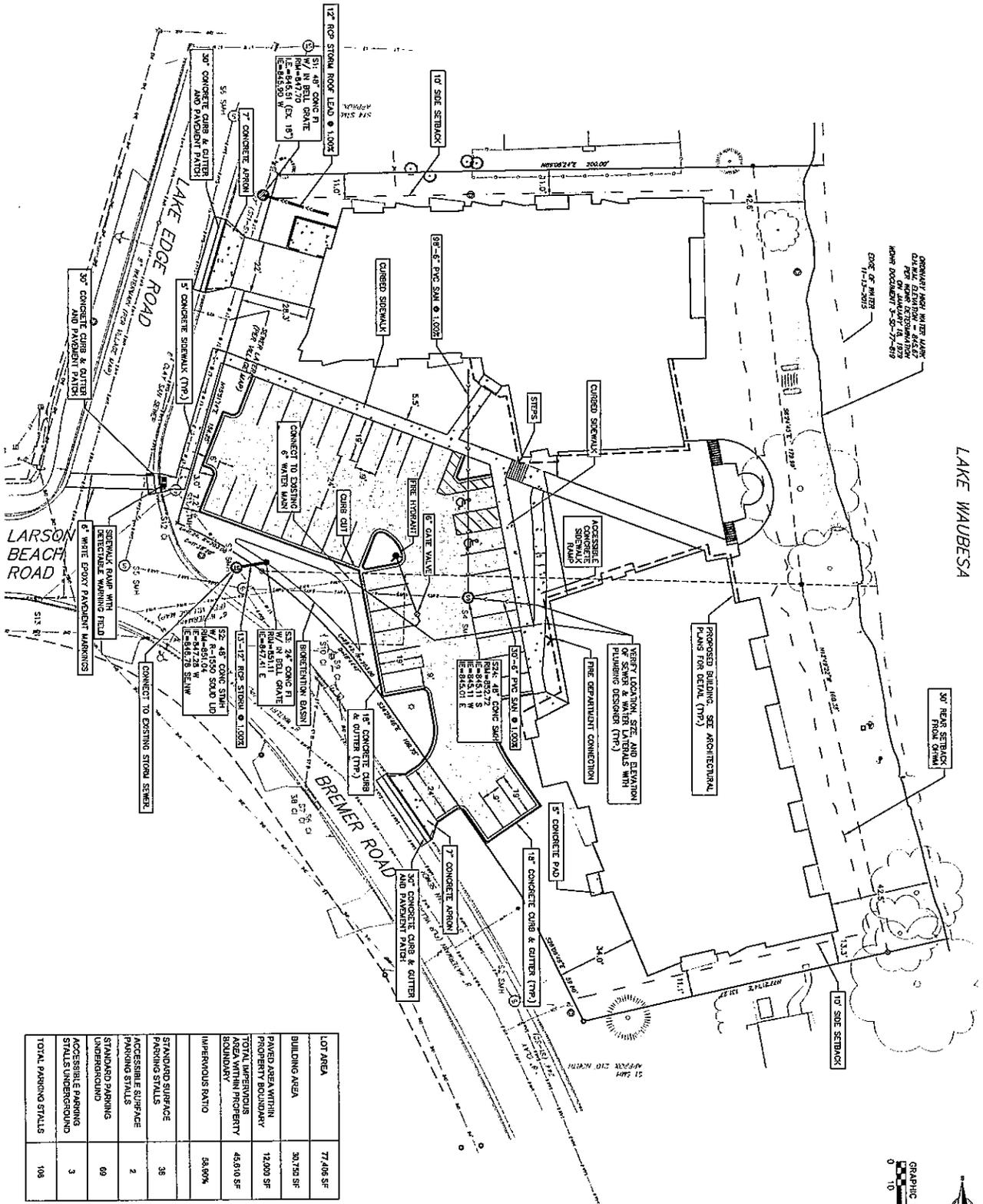
- 1) This geographic map is not intended to be a property survey as defined by Chapter A-1-7 of the Wisconsin Administrative Code. River right-of-way and pond lines are based on record information and are approximate.
- 2) This map is intended to be the Wisconsin County Concrete System - form, final notes are attached to the map. The Wisconsin County Concrete System - form, final notes are attached to the map. The Wisconsin County Concrete System - form, final notes are attached to the map.
- 3) All underground utilities have been located per markings placed on the ground or maps provided by the utilities (owners) and/or their authorized representatives. Utilities are as per Digger's Notice (see 2012030125 and 2012030126). Locations does not represent their locations marked or mapped by other means. For this map was completed by 2012-11-13. Any changes after this date are not reflected on this map.
- 4) This geographic map was prepared by the request of the Waubesa Shores Apartments and Condos. Prepared by: Waubesa Shores Apartments and Condos, Waubesa, WI 53588.

Waubesa Shores Apartments and Condos
 Bremer Road, McFarland, Wisconsin 53558
Beach House, LLC (owner)

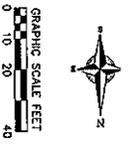
vierbicher
 planners | engineers | architects
 BREIDENBACH, MADSON, FRANK & DUCHEN
 899 Fourth Street, Suite 201, McFarland, Wisconsin 53558
 Phone: (608) 839-0200 Fax: (608) 839-0200

Existing Conditions
 NOT FOR CONSTRUCTION

PROJECT NO: _____ DATE: _____ DRAWN BY: _____



CONDUCT A VISUAL ASSESSMENT OF THE PROPOSED PROJECT AND THE SURROUNDING AREA FOR ANY POTENTIAL ENVIRONMENTAL CONCERNS. DATE: JANUARY 14, 2025. REPORT NUMBER: 23-07-819. DATE OF PRINT: 1-13-2025.



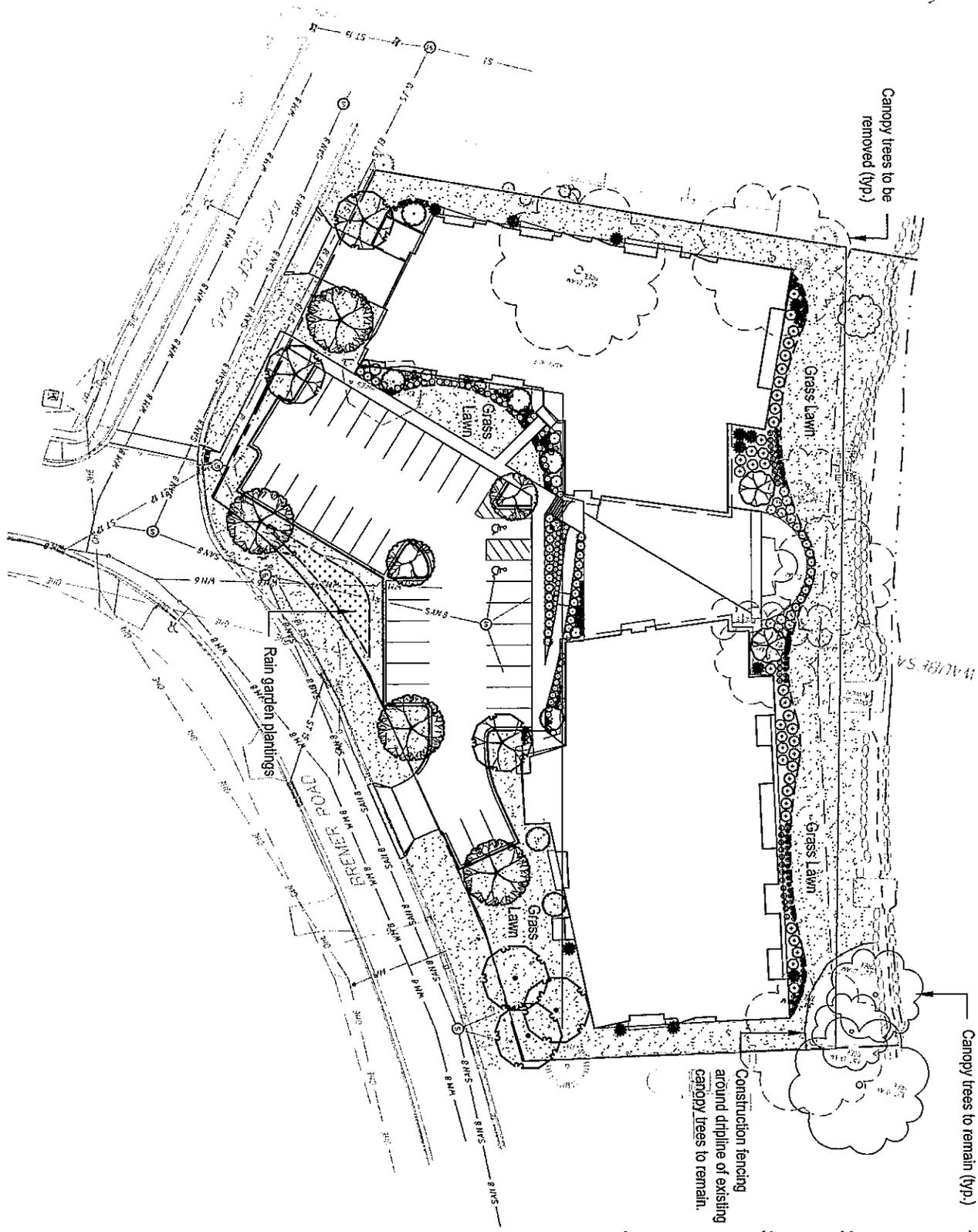
LOT AREA	77,408 SF
BUILDING AREA	30,735 SF
PAVED AREA WITHIN PROPERTY BOUNDARY	12,000 SF
TOTAL UNDERGROUND AREA WITHIN PROPERTY BOUNDARY	45,810 SF
IMPERVIOUS PAVT	58.90%
STANDARD SURFACE PARKING STALLS	36
ACCESSIBLE SURFACE PARKING STALLS	2
STANDARD PARKING UNDERGROUND	69
ACCESSIBLE PARKING STALLS UNDERGROUND	3
TOTAL PARKING STALLS	108

Waubesa Shores Apartments and Condos
 Bremer Road, McFarland, Wisconsin 53558
 Beach House, LLC (owner)

vierbicher
 planners | engineers | architects
 777 Hayes Drive Suite 201, Madison, Wisconsin 53717
 Phone: (608) 251-5522 Fax: (608) 251-5523

Site and Utility Plan
 NOT FOR CONSTRUCTION

THIS DESIGN IS THE PROPERTY OF BEACH HOUSE, LLC. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BEACH HOUSE, LLC OF MADISON, WISCONSIN.



1. Any future revisions shall conform to village of meaford landscaping standards and points requirements.
2. Trees selected for planting shall be healthy, free of insects, diseases and damage. Parking lot trees shall have a minimum branching height of six feet above the ground to allow adequate visual and physical clearance.
3. All plantings shall be installed in accordance with the wisconsin department of transportation standard specifications for road and bridge construction.
4. Construction fencing around dripline of existing canopy trees to remain.

DATE	ISSUE

Waubesa Shores Apartments and Condos
 Bremer Road, McFarland, Wisconsin 53558
 Beach House, LLC (owner)

THE LANDSCAPE ARCHITECT
 2012 LANDSCAPE ARCHITECTS
 1000 W. WISCONSIN ST.
 MCFARLAND, WI 53558
 TEL: 608.785.1111
 FAX: 608.785.1112
 WWW.LANDSCAPEARCHITECTS.COM

Plan
 Commission
 Submittal
 NOT FOR CONSTRUCTION

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PROJECT NO. 15003
 DATE: 04.27.2012
 DRAWN BY: [Name]
 LANSKOWE PLAN
 1100

Landscape Points
15-Jun-16

Street Frontage	LF	Canopy Trees Required	Shrubs Required
Total LF of Street Frontage	431	9	0
Element	Point Value	Quantity Proposed	Quantity Existing
Canopy Tree	40	9	0
Medium Deciduous Tree	25	7	0
Low Deciduous Tree	15	0	0
Tall Evergreen Tree	30	0	0
Medium Evergreen Tree	20	1	0
Low Evergreen Tree	12	0	0
Tall Deciduous Shrub	5	7	0
Medium Deciduous Shrub	3	0	0
Low Deciduous Shrub	1	76	0
Medium Evergreen Shrub	5	0	0
Low Evergreen Shrub	3	31	0
Non-Contributory Plants	0	83	0
Street Frontage Points Total			
		759	

Rear and Side Yard Frontage	LF	Mix of Trees Required (30% of frontage)	LF of Shrubs Required (30% of frontage)
Total LF of Rear and Side Yard Frontage	670	13	201

Element	Point Value	Quantity Proposed	Quantity Existing	Points Achieved
Canopy Tree	40	0	3	0
Medium Deciduous Tree	25	2	0	50
Low Deciduous Tree	15	0	0	0
Tall Evergreen Tree	30	0	0	0
Medium Evergreen Tree	20	11	0	220
Low Evergreen Tree	12	0	0	0
Tall Deciduous Shrub	5	16	0	80
Medium Deciduous Shrub	3	13	0	39
Low Deciduous Shrub	1	0	0	0
Medium Evergreen Shrub	5	22	0	110
Low Evergreen Shrub	3	10	0	30
Non-Contributory Plants	0	91	0	0
Rear and Side Yard Frontage Points Total				529

Off-Street Parking Lots	Parking Stalls Required	Islands/Peninsulas Required	Canopy Trees Required	Shrubs Required
	33	2	2	0
Element	Point Value	Quantity Proposed	Quantity Existing	Points Achieved
Canopy Tree	40	2	0	80
Off-Street Parking Lot Points Total				80

TOTAL LANDSCAPE POINTS 1388

THE PERSON REPRESENTED BY THE DRAWINGS IS THE PROPERTY OF L. BEACH HOUSE, LLC. THESE DRAWINGS ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN APPROVAL OF BEACH HOUSE, LLC OF WISCONSIN 53558.

Plan Commission Submittal
NOT FOR CONSTRUCTION

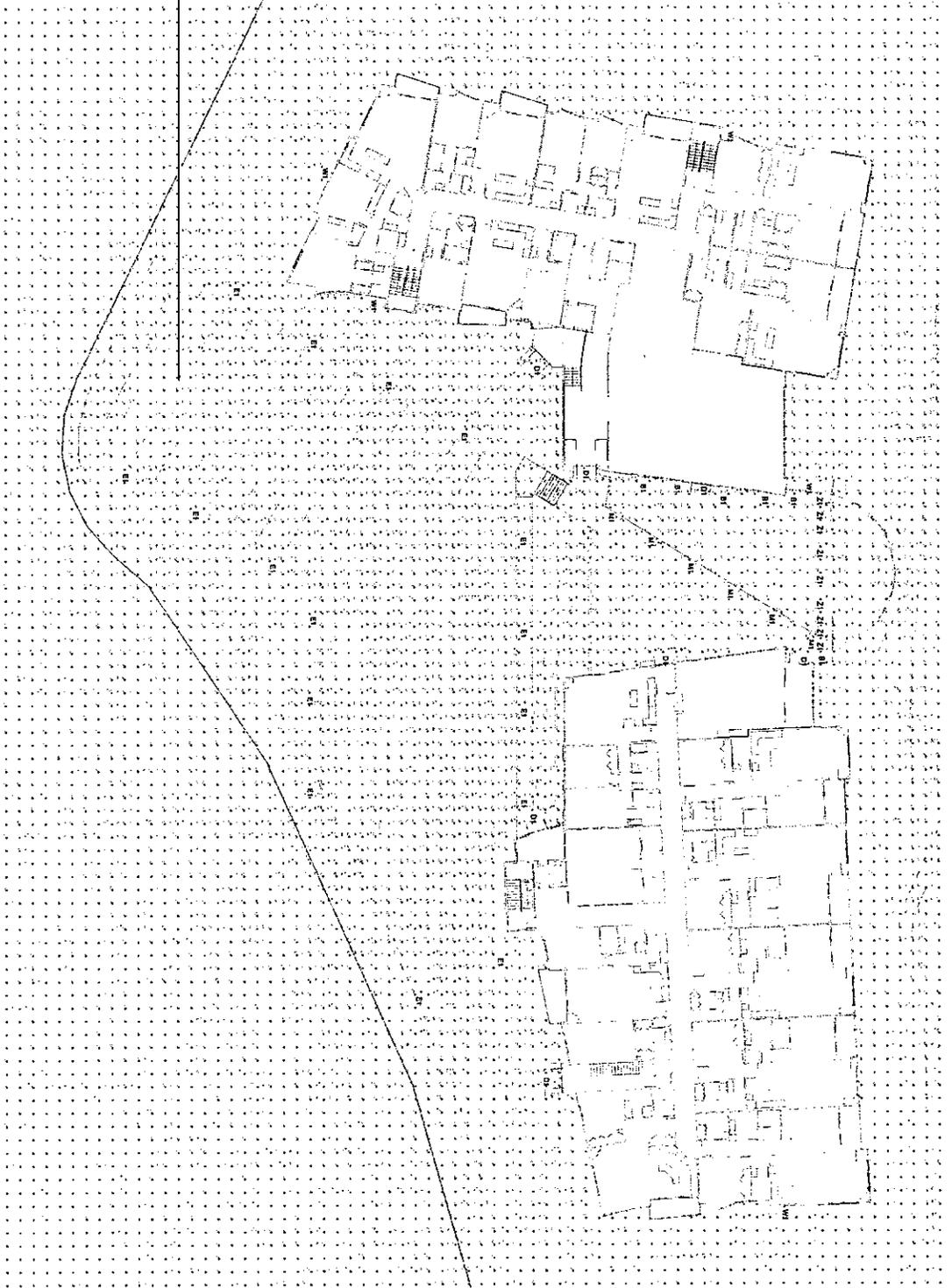
BEACH HOUSE
L. BEACH HOUSE, LLC
201 FARGO AVENUE
MILWAUKEE, WISCONSIN 53558

Waubesa Shores Apartments and Condos
Bremer Road, McFarland, Wisconsin 53558
Beach House, LLC (owner)

PROJECT NO. 15003
DATE: 6/15/16
DRAWN BY: JVS
LANDSCAPE POINTS: 1388

NOTES:
 1. CALCULATIONS WERE CONDUCTED USING AGAIA
 SOFTWARE.
 2. A 1.0 LIGHT LOSS FACTOR (LLF) WAS USED FOR
 ALL CALCULATIONS WITH AN LED LIGHT SOURCE.
 3. GRADE IS ASSUMED FLAT.

PARKING LOT PHOTOMETRICS
 AVERAGE: 1.01 FC
 MINIMUM: 0.24 FC
 MAXIMUM: 14.60



① SITE LIGHTING CALCULATION
 SCALE: 1/32" = 1'-0"

EL01

ARCHITECTURAL LIGHTING DESIGN

DESIGN DEVELOPMENT

WAUBESA SHORES APARTMENTS AND CONDOS

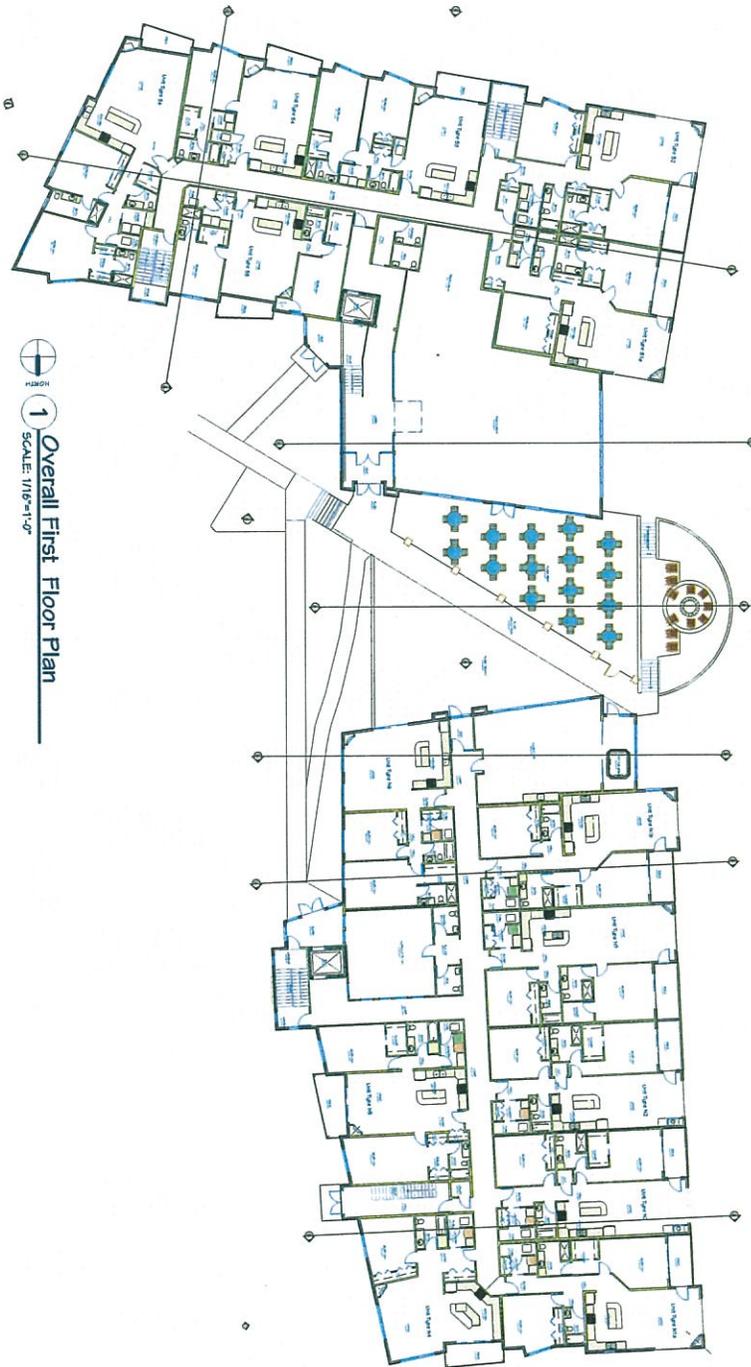
NOT FOR CONSTRUCTION

08/19/2016

BREMER ROAD
 McFARLAND, WI

OLD-E
 CONSULTING ENGINEERS
 1000 W. WISCONSIN
 MADISON, WI 53706
 PHONE: 608.261.1111
 FAX: 608.261.1112
 WWW.OLD-E.COM





1

Overall First Floor Plan
SCALE: 1/16"=1'-0"

A201

PROJECT:	15075
DATE:	02/16/2016
DRAWN BY:	DL
CHECKED BY:	
DATE:	
SCALE:	
PROJECT:	
DATE:	
DRAWN BY:	
CHECKED BY:	
DATE:	
SCALE:	

Naubesa Shotes Apartments and Condos
Bremer Road, McFarland, Wisconsin, 53550
Beach House, LLC. (owner)



Bouril Design Studio, LLC
5025 Olinia Road Suite 2, Madison, WI 53719
608-833-5400 www.bourilbdsg.com

Plan Commission
Submission
Not for Construction

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Overall Third Floor Plan
 SCALE: 1/16" = 1'-0"



A401

Project:	1505
Client:	Beach House, LLC
Architect:	Bouril Design Studio, LLC
Date:	08/27/18
Sheet:	3 of 3

Maubesa Shores Apartments and Condos
 Bremer Road, McFarland, Wisconsin, 53550
 Beach House, LLC. (owner)



Bouril Design Studio, LLC
 5425 Odessa Road Suite 2, Madison, WI 53719
 608-433-3400 www.bourilstudio.com

**Plan Commission
 Submittal**
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View of east elevation from across Lake Edge Road



View of northeast corner from across Bremer Road

A903

NO.	DATE	DESCRIPTION

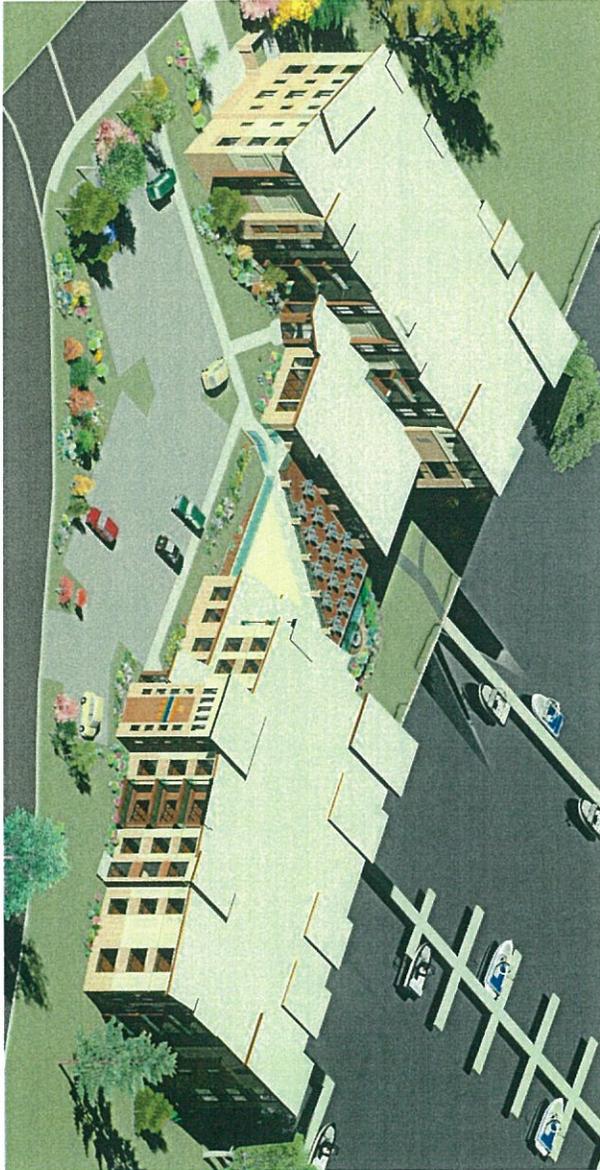
Waubesa Shotes Apartments and Condos
 Bremer Road, McFarland, Wisconsin, 53558
 Beach House, LLC. (owner)



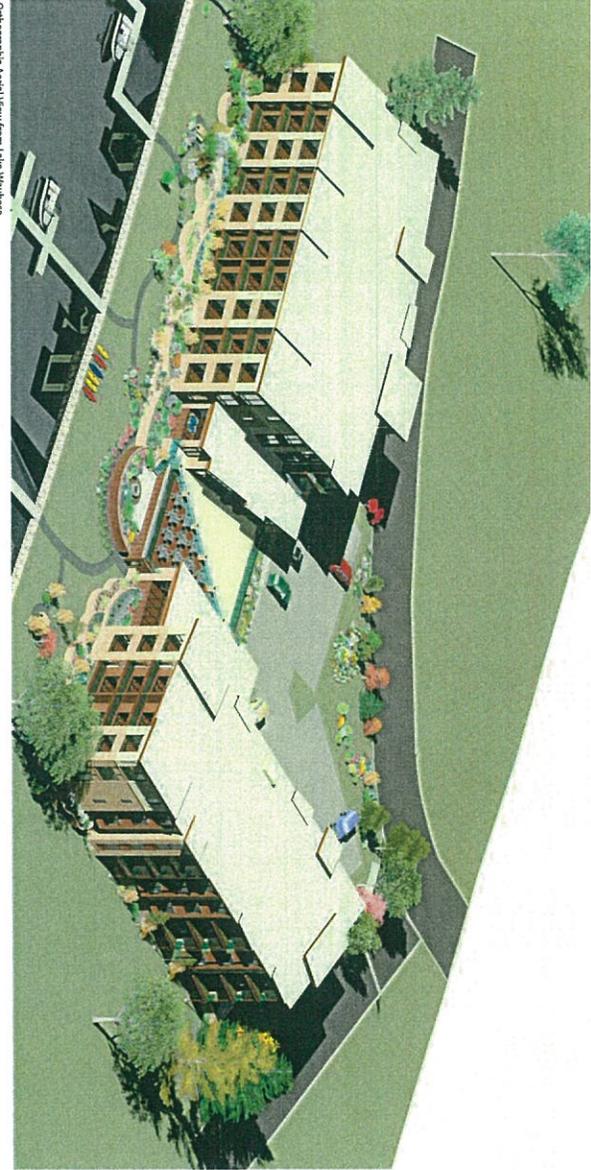
Bouril Design Studio, LLC
 6425 Odessa Road Suite 2, Madison, WI 53719
 608-410-2489 www.bourilstudio.com

Plan Commission
Submission
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Orthographic Aerial View from Road side



Orthographic Aerial View from Lake Waubesa

PROJECT NO.	19035
DATE	04/12/2018
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	
DATE	
PROJECT	
DATE	
SCALE	
DESIGNED BY	
CHECKED BY	
DATE	

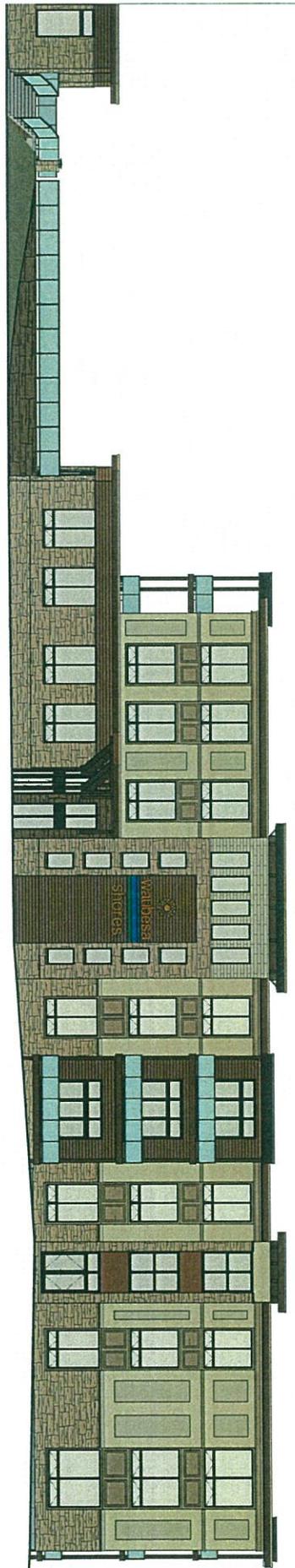
Waubesa Shotes Apartments and Condos
 Bremer Road, McFarland, Wisconsin, 53550
Beach House, LLC. (owner)



Bouril Design Studio, LLC
 1425 Okeana Road Suite 2, Madison, WI 53719
 608-433-3480 www.bourilstudio.com

**Plan Commission
 Submittal**
 Not for Construction

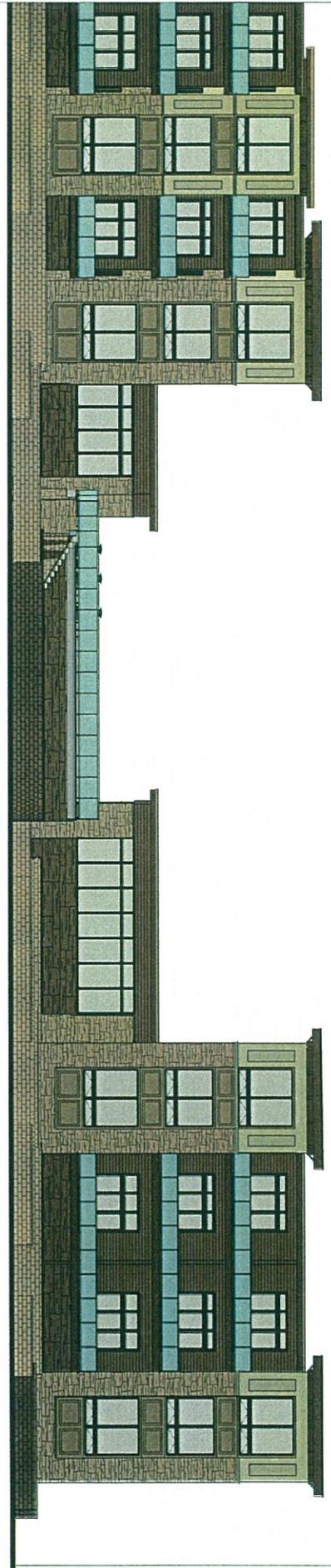
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see sheet A501 for typical material descriptions
EAST EXTERIOR ELEVATION - NORTH WING
 SCALE: 1/8" = 1'-0"



see sheet A501 for typical material descriptions
SOUTH EXTERIOR ELEVATION - NORTH WING
 SCALE: 1/8" = 1'-0"



see sheet A501 for typical material descriptions
WEST EXTERIOR ELEVATION - SOUTH WING
 SCALE: 1/8" = 1'-0"



see sheet A501 for typical material descriptions
NORTH EXTERIOR ELEVATION/ SECTION - SOUTH WING
 SCALE: 1/8" = 1'-0"

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**Plan Commission
 Submittal**
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Bouril Design Studio, LLC
 6425 Obama Road Suite 2, Madison, WI 53719
 608-423-3488 www.bourilstudio.com

Waubesa Shores Apartments and Condos
 Bremer Road, McFarland, Wisconsin, 53550
Beach House, LLC. (owner)

REVISIONS	
NO.	DATE

A503

Project: 15005
 Date: 08/15/2018
 Drawing by: JH



see sheet A501 for typical material descriptions, unless noted otherwise.
EAST EXTERIOR ELEVATION - SOUTH WING
 SCALE: 1/8" = 1'-0"



see sheet A501 for typical material descriptions
EAST EXTERIOR ELEVATION - SOUTH WING
 SCALE: 1/8" = 1'-0"

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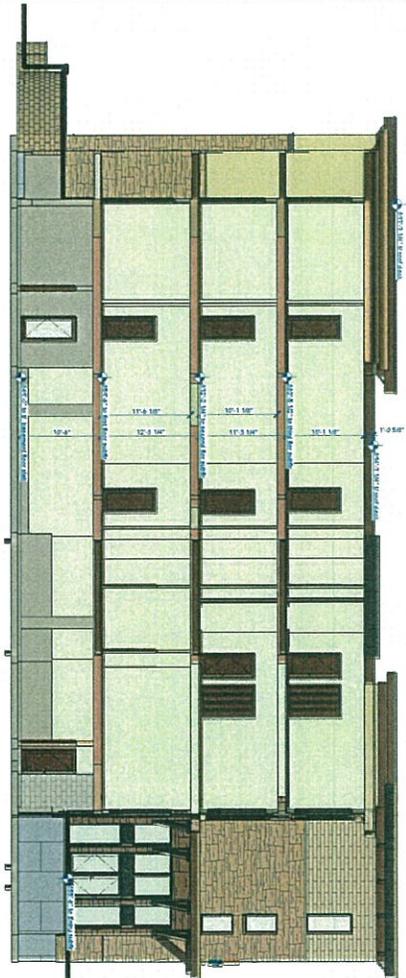
Plan Commission
Submission
 Not for Construction

Bouril Design Studio, LLC
 6425 O'Brien Road Suite 2, Madison, WI 53719
 608-833-3489 www.bourilstudio.com

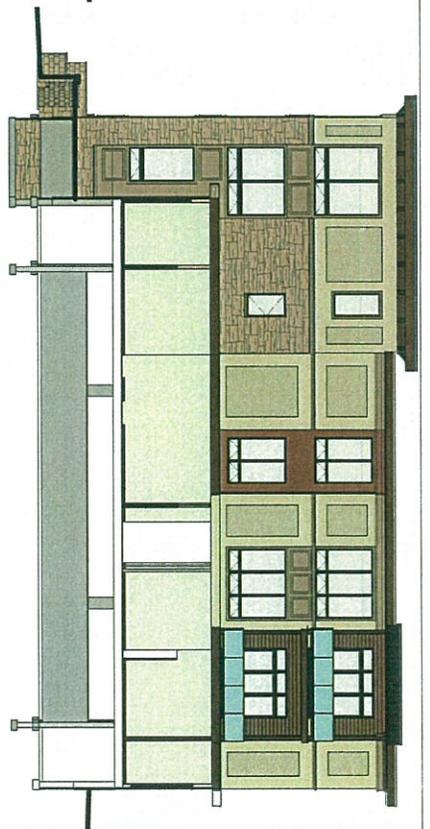
Waubesa Shotes Apartments and Condos
 Bremer Road, McFarland, Wisconsin, 53550
Beach House, LLC. (owner)

NO.	REVISIONS	DATE

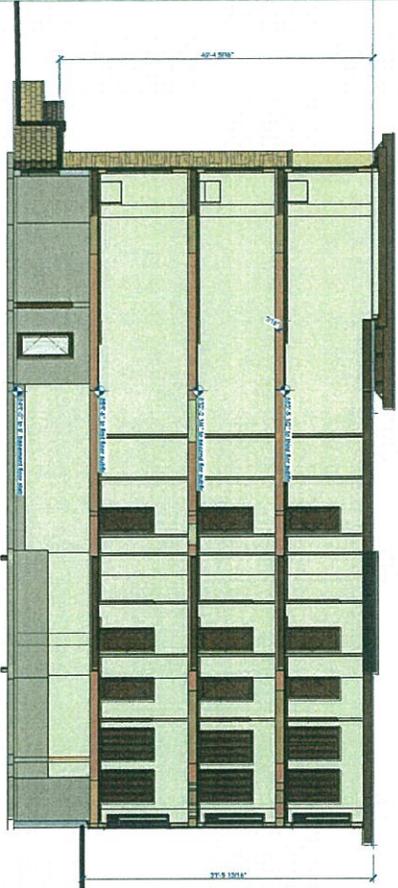
A504



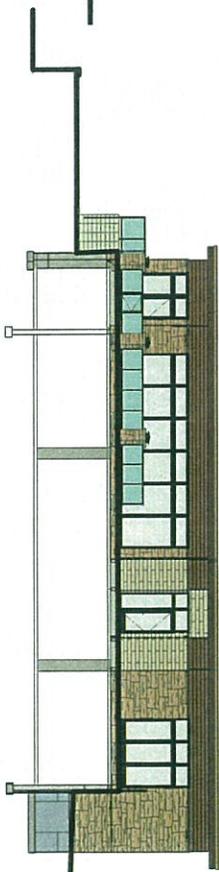
1 - BUILDING SECTION - NORTH WING
SCALE: 1/8" = 1'-0"



3 - BUILDING SECTION - NORTH WING
SCALE: 1/8" = 1'-0"



2 - BUILDING SECTION - NORTH WING
SCALE: 1/8" = 1'-0"

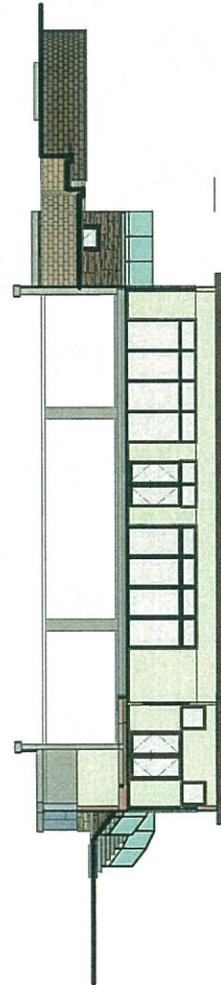


4 - BUILDING SECTION - PLAZA
SCALE: 1/8" = 1'-0"



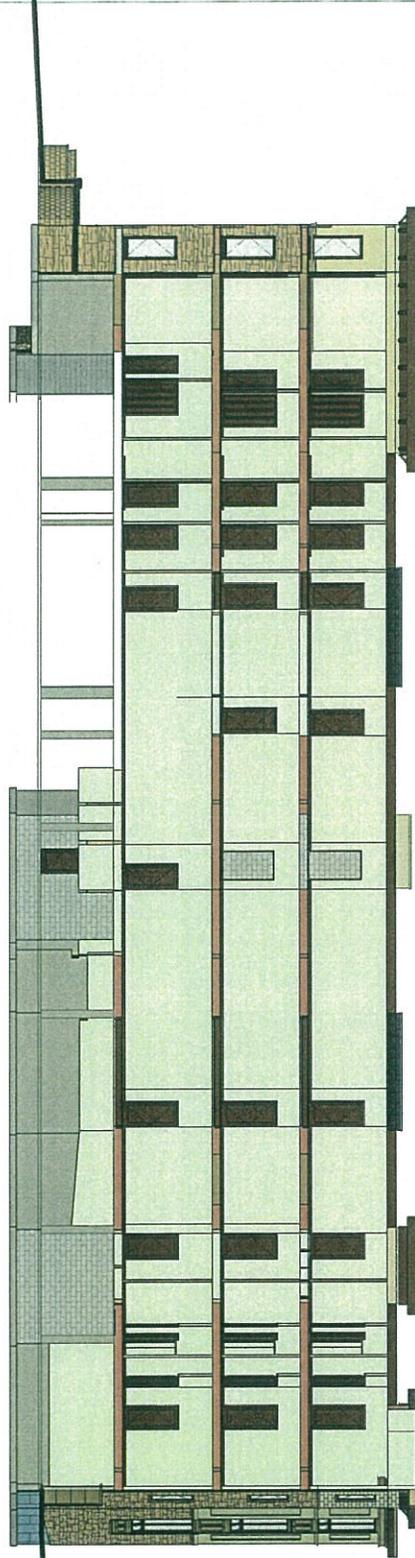
1 - BUILDING SECTION - SOUTH WING

SCALE: 1/8" = 1'-0"



2 - BUILDING SECTION - SOUTH WING

SCALE: 1/8" = 1'-0"



3 - BUILDING SECTION - SOUTH WING

SCALE: 1/8" = 1'-0"

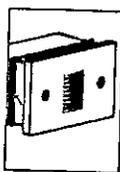
A506	PROJECT: 13075
	DATE: 04/12/2016
	DRAWN BY: JRM
	CHECKED BY: JRM
	DATE: 04/12/2016
	PROJECT: 13075
	DATE: 04/12/2016
	DRAWN BY: JRM
	CHECKED BY: JRM
	DATE: 04/12/2016

Maubesa Shotes Apartments and Condos
 Bremer Road, McFarland, Wisconsin, 53550
 Beach House, LLC. (owner)



Plan Commission
 Submittal
 Not for Construction

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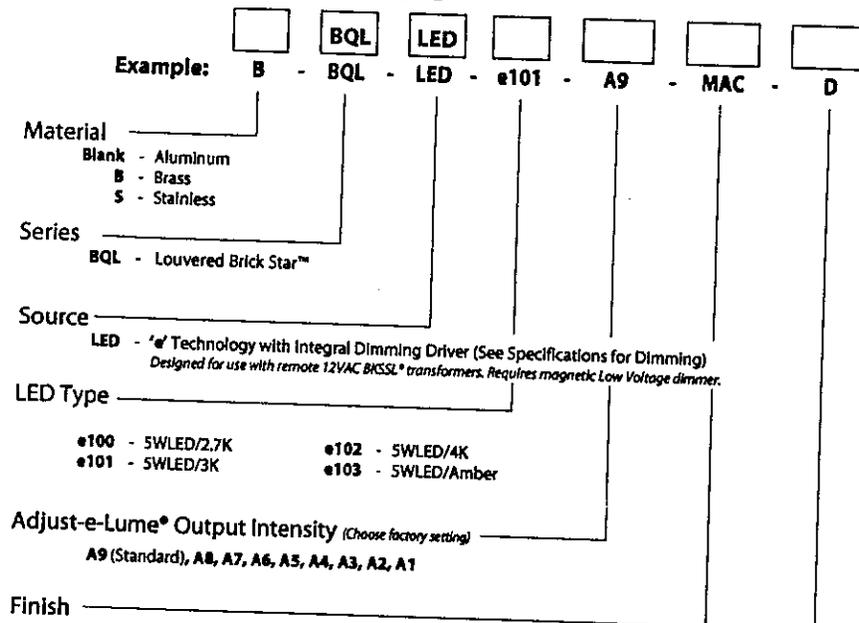
BKSSL
BRICK STAR LIGHTING



LOUVERED BRICK STAR™

PROJECT:	
TYPE:	
CATALOG NUMBER:	
SOURCE:	
NOTES:	

CATALOG NUMBER LOGIC



Aluminum Finish			Brass Finish		Premium Finish		
Powder Coat Color	Satin	Wrinkle	Machined	MAC	ABP Antique Brass Powder	CMG Cascade Mountain Granite	RMG Rocky Mountain Granite
Bronze	BZP	BZW	Polished	POL	AMG Aleutian Mountain Granite	CRI Cracked Ice	SDS Sonoran Desert Sandstone
Black	BLP	BLW	Mitique™	MIT	AQW Antique White	CRM Cream	SMG Sierra Mountain Granite
White (Gloss)	WHP	WHW	Stainless Finish		BCM Black Chrome	HUG Hunter Green	TXF Textured Forest
Aluminum	SAP	—	Machined	MAC	BGE Beige	MDS Mojave Desert Sandstone	WCP Weathered Copper
Verde	—	VER	Polished	POL	BPP Brown Patina Powder	NBP Natural Brass Powder	WIR Weathered Iron
			Brushed	BRU <small>Interior use only.</small>	CAP Clear Anodized Powder	OCP Old Copper	<i>Also available in RAL Finishes See submittal SUB-1439-00</i>

Louver
D - Rectangular, 30°

DRIVER DATA	Input Volts	InRush Current	Operating Current	Dimmable	Operation Ambient Temperature
	12VAC/DC 50/60Hz	<250mA (non-dimmed)	700mA	Magnetic Low Voltage Dimmer	-22°F-194°F (-30°C - 90°C)

LM79 DATA

BK No.	CCT (Typ)	Input Watts (Typ)	CRI (Typ)
e100	2700K	5.0	80
e101	3000K	5.0	80
e102	4000K	5.0	80
e103	Amber (590nm)	5.0	~

L70 DATA

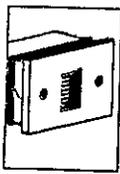
Minimum Rated Life (hrs.) 70% of Initial lumens(L70)
50,000
50,000
50,000
50,000

B-K LIGHTING

40429 Brickyard Drive • Madera, CA 93636 • USA
559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com

RELEASED
06-03-16

DRAWING NUMBER
SUB001013



BKSSL
BRIGHT KID LIGHTING

the power of
dimming

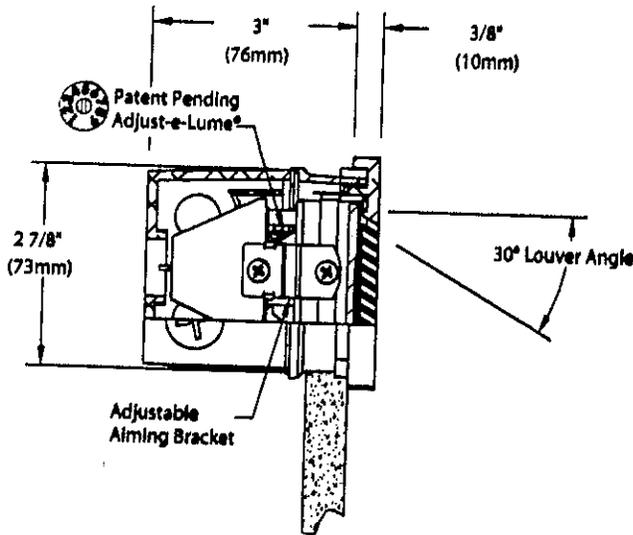


adjust-e-lume®
TECHNOLOGY

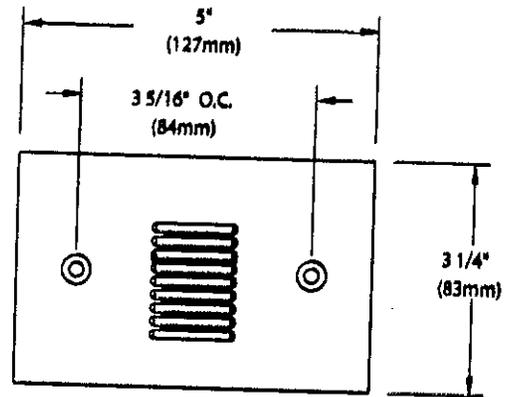
LOUVERED BRICK STAR™

PROJECT:	
TYPE:	

SIDE VIEW



FACEPLATE DETAIL



Accessories (Configure separately)

Remote options:



TR Series



UPMARM™

SPECIFICATIONS

All dimensions indicated on this submittal are nominal. Contact Technical Sales if you require more stringent specifications.

GreenSource Initiative™

Metal and packaging components are made from recycled materials. Manufactured using renewable solar energy, produced on site. Returnable to manufacturer at end of life to ensure cradle-to-cradle handling. Packaging contains no chlorofluorocarbons (CFC's). Use of this product may qualify for GreenSource efficacy and recycling rebate(s). Consult www.bklighting.com/greensource for program requirements.

Materials

Furnished in Copper-Free Aluminum (Type 6061-T6) or Brass (Type 360) or Stainless Steel (Type 316).

Backbox

Rectangular, 4-5/8" x 2-7/8" deep, cast aluminum construction. Front access for wire connection and inspection. Provided with [5] 1/2" NPS tapped holes (2 on each end and 1 on the back) and [4] plugs. Suitable for concrete pour.

Faceplate

Fully machined from solid billet. Countersunk holes provide for flush hardware mounting with (2) tamper-resistant, stainless steel mounting screws. 1/8" thick HT-805A silicone foam gasket with acrylic adhesive for water-tight seal.

Lens

Shock resistant, tempered, glass lens is factory adhered to faceplate.

BKSSL®

Integrated solid state system with 'e' technology is scalable for field upgrade. Modular design with electrical quick disconnects permit field maintenance. High power, forward throw source complies with ANSI C78.377 binning requirements. Exceeds ENERGY STAR® lumen maintenance requirements. LM-80 certified components.

Integral, constant current driver. 12VAC/VDC input. 50/60Hz. Proprietary input control scheme achieves power factor correction and eliminates inrush current. Output, over-voltage, open-circuit, and short circuit protected. Inrush current limited to <1A (non-dimming). Conforms to Safety Std. C22.2 No. 250.13-12.

Dimming

Line voltage dimmable via magnetic low voltage dimmer. For use with low voltage dimmer with dedicated neutral conductor. For purposes of dimming: Remote magnetic transformer with BKSSL® Power of 'e' technology loads should be loaded to 25% of the transformer VA (watts) rated value.

Optics

Rectilinear design provides wide lateral distribution and long forward throw.

Adjust-e-Lume® (Pat. Pending)

Integral electronics allows dynamic lumen response at the individual fixture. Indexed (100% to 25% nom.) lumen output. Maintains output at desired level or may be changed as conditions require. Specify factory preset output intensity.

Louvers and Aiming

Louver pattern is machined into faceplate to prevent direct view to the source at nadir. 30° optical cutoff for mounting heights well below typical visual glare angles. Adjustable lamp bracket provides up to 24° vertical aiming.

Remote Transformer

For use with 12VAC BKSSL® remote transformer or magnetic transformers only. B-K Lighting cannot guarantee performance with third party manufacturers' transformers.

Wiring

Teflon® coated, 18AWG, 600V, 250° C rated and certified to UL 1659 standard.

Hardware

Tamper-resistant, stainless steel hardware. Faceplate screws are additionally black oxide treated for additional corrosion resistance.

Finish

StarGuard®, our exclusive RoHS compliant, 15 stage chromate-free process cleans and conversion coats aluminum components prior to application of Class 'A' TGIC polyester powder coating. Brass components are available in powder coat or handcrafted metal finish. Stainless steel components are available in handcrafted metal finish. (Brushed finish for interior use only).

Warranty

5 year limited warranty.

Certification and Listing

ITL tested to IESNA LM-79. UL Listed. Certified to CAN/CSA/ANSI Standards. RoHS compliant. Suitable for indoor or outdoor use. Suitable for installation in combustible materials (Type Non-IC). Suitable for use in wet locations. Suitable for installation within 4' of the ground. IP65 Rated. Made in USA.



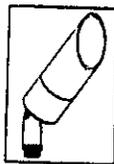
Teflon is a registered trademark of DuPont Corporation. Energy Star is a registered trademark of the United States Environmental Protection Agency.

B-K LIGHTING

40429 Brickyard Drive • Madera, CA 93638 • USA
559.438.5800 • FAX 559.438.5900
www.bklighting.com • info@bklighting.com

RELEASED
06-03-16

DRAWING NUMBER
SUB001013



B-K LIGHTING

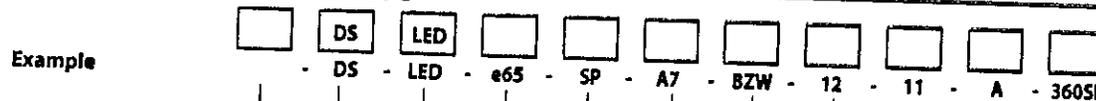
the power of dimming



adjust-e-Lume™ TECHNOLOGY

PROJECT:	
TYPE:	
CATALOG NUMBER:	
SOURCE:	
NOTES:	

CATALOG NUMBER LOGIC



Material
 Blank - Aluminum
 B - Brass
 S - Stainless Steel

Series
 DS - Delta Star™

Source
 LED - 'e' Technology with Integral Dimming Driver (See Specifications for Dimming)
 Designed for use with remote 12VAC B-KSSL™ transformers. Requires magnetic Low Voltage dimmer

LED Type
 e64 - 7WLED/2.7K e66 - 7WLED/4K
 e65 - 7WLED/3K e74 - 7WLED/Amber

Optics*
 NSP - Narrow Spot (Red Indicator) MFL - Medium Flood (Yellow Indicator)
 SP - Spot (Green Indicator) WFL - Wide Flood (Blue Indicator)

Adjust-e-Lume® Output Intensity (Choose factory setting)
 A9 (Standard), A8, A7, A6, A5, A4, A3, A2, A1

Finish

Aluminum Finish			Brass Finish		Premium Finish		
Powder Coat Color	Satin	Wrinkle	Machined	MAC	ABP	CMG	RMG
Bronze	BZP	BZW	Polished	POL	AMG	CNI	SDS
Black	BLP	BLW	Mitque™	MIT	AQW	CRM	SMG
White (Gloss)	WHP	WHW	Stainless Finish		BCM	HUG	TXF
Aluminum	SAP	—	Machined	MAC	BGE	MDS	WCP
Verde	—	VER	Polished	POL	BPP	NBP	WIR
			Brushed	BRU	CAP	OCF	

Also available in RAL Finishes See submittal SUB-1439-00

Lens Type
 12 - Soft Focus Lens 13 - Rectilinear Lens

Shielding
 11 - Honeycomb Baffle

Cap Style
 A - 45° B - 90° D - 45° less Weep Hole (Interior Use Only) E - 90° less Weep Hole (Interior Use Only)

Option
 360SL - 360SL™ Rotational Knuckle Mounting System

DRIVER DATA	Input Volts	InRush Current	Operating Current	Dimmable	Operation Ambient Temperature
	12VAC/DC 50/60Hz	<250mA (non-dimmed)	700mA	Magnetic Low Voltage Dimmer	-22°F-194°F (-30°C - 90°C)

LM79 DATA

BK No.	CCT (Typ.)	Input Watts (Typ.)	CRI (Typ.)
e64	2700K	7.0	80
e65	3000K	7.0	80
e66	4000K	7.0	80
e74	Amber (590nm)	7.0	~

L70 DATA

Minimum Rated Life (hrs.)
70% of Initial Lumens (L70)
50,000
50,000
50,000
50,000

***OPTICAL DATA**

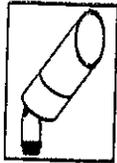
Beam Type	Angle	e66 CBCP	Visual Indicator
Narrow Spot	13°	6889	Red Dot
Spot	15°	5225	Green Dot
Medium Flood	23°	1984	Yellow Dot
Wide Flood	31°	1300	Blue Dot

B-K LIGHTING

RELEASED
06-07-16

DRAWING NUMBER
SUB000930

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BK LIGHTING

the power of dimming

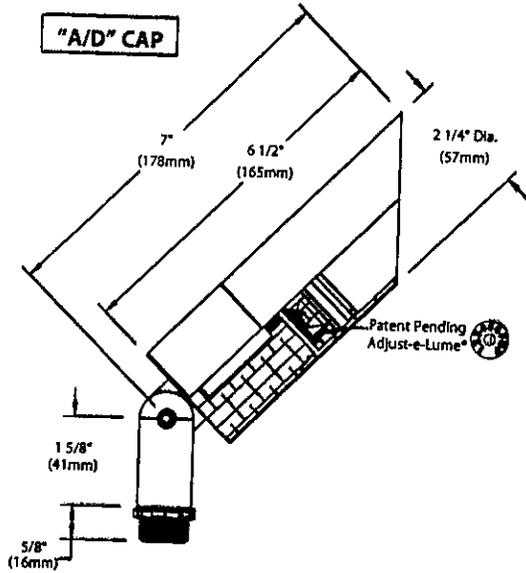


adjust-e-Lume TECHNOLOGY

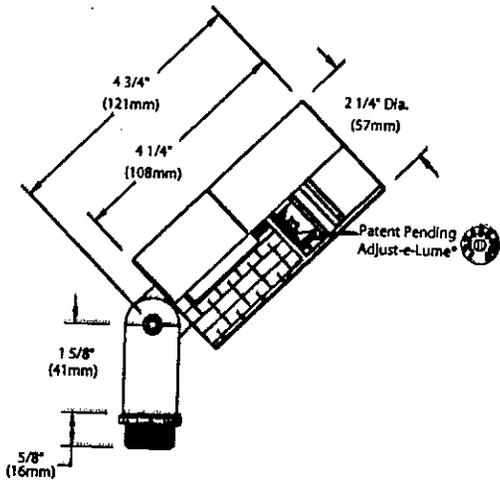
DELTA STAR™

PROJECT:	
TYPE:	

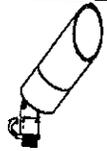
"A/D" CAP



"B/E" CAP



360 SL™

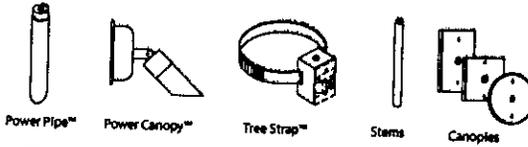


Horizontal Rotation (Optional 360SL™ Knuckle)

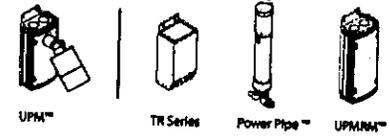
Accessories (Configure separately)

All dimensions indicated on this submittal are nominal. Contact Technical Sales if you require more stringent specifications.

Mounting:



Remote Transformers:



SPECIFICATIONS

GreenSource Initiative™
Metal and packaging components are made from recycled materials. Manufactured using renewable solar energy, produced on site. Returnable to manufacturer at end of life to ensure cradle-to-cradle handling. Packaging contains no chlorofluorocarbons (CFC's). Use of this product may qualify for GreenSource efficacy and recycling rebate(s). Consult www.bklighting.com/greensource for program requirements.

Materials
Furnished in Copper-Free Aluminum (Type 6061-T6), Brass (Type 360) or Stainless Steel (Type 304).

Body
Fully machined from solid billet. Unibody design provides enclosed, water-proof wireway and integral heat sink for maximum component life. Integral knuckle for maximum mechanical strength. High temperature, silicone 'O' Ring provides water-tight seal.

Knuckle
The LOCK™ (Locking 'O' Ring Compression Knuckle) is comprised of two components. The first is integral to the body and features an interior, machined taper. The second is machined from solid billet and features a second, reverse angle taper. The resultant mechanical taper-lock allows a full 180° vertical adjustment without the use of serrated teeth, which inherently limit aiming. High temperature, silicone 'O' Ring provides water-tight seal and compressive resistance to maintain fixture position. Design withstands 73 lb. static load prior to movement to ensure decades of optical alignment. 1/2" pipe thread for mounting.

Optional 360SL™ additionally provides biaxial source control with 360° horizontal rotation in addition to vertical adjustment.

Cap
Fully machined. Accommodates (1) lens or louver media. Choose from 45° cutoff ('A' or 'D'), or 1° deep bezel with 90° cutoff ('B' or 'E') cap styles. 'A' and 'B' caps include weep-hole for water and debris drainage. 'D' and 'E' caps exclude weep-hole and are for interior use only.

Lens
Shock resistant, tempered, glass lens is factory adhered to fixture cap and provides hermetically sealed optical compartment. Specify soft focus (#12) or rectilinear (#13) lens.

BKSSL™
Integrated solid state system with 'e' technology is scalable for field upgrade. Modular design with electrical quick disconnects permit field maintenance. High power, forward throw source complies with ANSI C78.377 binning requirements. Exceeds ENERGY STAR™ lumen maintenance requirements. LM-80 certified components.

Integral, constant current driver. 12VAC/VDC input. 50/60Hz. Proprietary input control scheme achieves power factor correction and eliminates inrush current. Output, over-voltage, open-circuit, and short circuit protected. Inrush current limited to <250mA (non-dimming). Conforms to Safety Std. C22.2 No. 250.13-12.

Dimming
Line voltage dimmable via magnetic low voltage dimmer. For use with low voltage dimmer with dedicated neutral conductor. For purposes of dimming: Remote magnetic transformer with BKSSL™ Power of 'e' technology loads should be loaded to 25% of the transformer VA (watts) rated value.

Remote Transformer
For use with 12VAC remote transformer or magnetic transformers only. B-K Lighting cannot guarantee performance with third party manufacturers' transformers.

Adjust-e-Lume™ (Pat. Pending)
Integral electronics allows dynamic lumen response at the individual fixture. Indexed (100% to 25% nom.) lumen output. Maintains output at desired level or may be changed as conditions require. Specify factory preset output intensity.

Optics
Interchangeable OPTIKIT™ modules permit field changes to optical distribution. Color-coded for easy reference: Narrow Spot (NSP) = Red. Spot (SP) = Green. Medium Flood (MFL) = Yellow. Wide Flood (WFL) = Blue.

Wiring
Teflon™ coated, 18AWG, 600V, 250° C rated and certified to UL 1659 standard.

Hardware
Tamper-resistant, stainless steel hardware. LOCK™ aiming screw is additionally black oxide treated for additional corrosion resistance.

Finish
StarGuard®, our exclusive RoHS compliant, 15 stage chromate-free process cleans and conversion coats aluminum components prior to application of Class 'A' TGK polyester powder coating. Brass components are available in powder coat or handcrafted metal finish. Stainless steel components are available in handcrafted metal finish. (Brushed finish for interior use only).

Warranty
5 year limited warranty.

Certification and Listing
ETL tested to IESNA LM-79. UL Listed. Certified to CAN/CSA/ANSI Standards. RoHS compliant. Suitable for indoor or outdoor use. Suitable for use in wet locations. Suitable for installation within 4' of the ground. IP66 Rated. Made in USA.



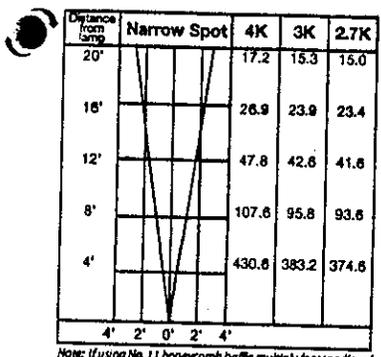
Teflon is a registered trademark of DuPont Corporation. Energy Star is a registered trademark of the United States Environmental Protection Agency.

adjust e-lume TECHNOLOGY

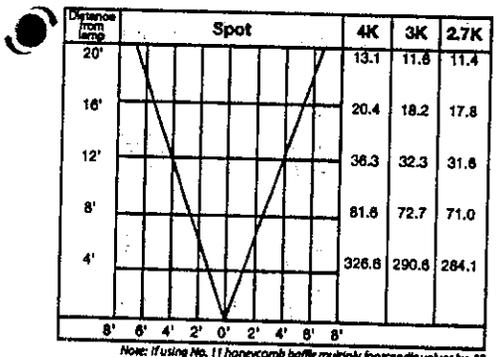
Select OptiKit™ for desired distribution

RED ● Narrow Spot (NSP)
 GREEN ● Spot (SP)
 YELLOW ● Medium Flood (MFL)
 BLUE ● Wide Flood (WFL)

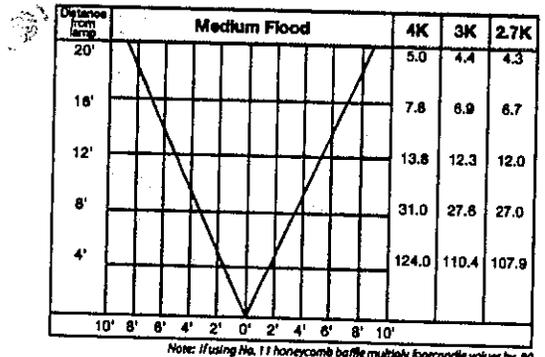
Set adjust-e-lume® Dial to desired output



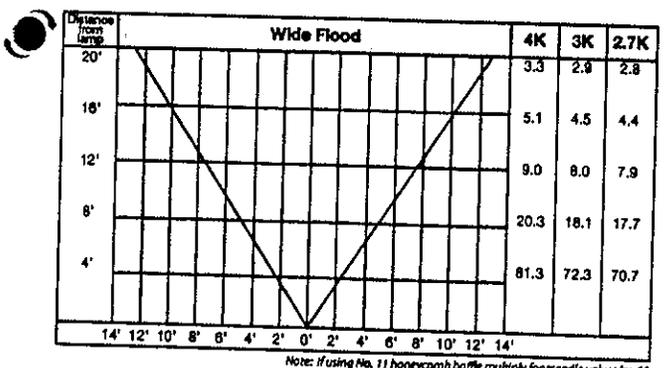
Note: If using No. 11 honeycomb baffle multiply footcandle values by .80



Note: If using No. 11 honeycomb baffle multiply footcandle values by .80



Note: If using No. 11 honeycomb baffle multiply footcandle values by .80



Note: If using No. 11 honeycomb baffle multiply footcandle values by .80

Luminaires with asymmetrical light distribution

Housing/fitter: Heavy die-cast aluminum construction with heavy gauge .080" spun aluminum double wall cap with threaded device removable for relamping, finished white inside. Integral fitter slip fits 3" O.D. pole top and is secured by four (4) socket head stainless steel set screws threaded into stainless steel inserts. Die castings

aluminum alloy.

Enclosure: Tempered 1/8" clear glass, downlight only. Full one piece hydroformed specular anodized reflector directs light downward.

Electrical: 39W LED luminaire, 42.5 total system watts, -30°C start temperature. Integral 120V through 277V electronic LED driver, 0-10V dimming. Standard LED color temperature is 4000K with a >80 CRI. Available in 3000K (>80 CRI); add suffix K3 to order.

Note: Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Finish: All BEGA standard finishes are polyester powder coat with minimum 3 mil thickness. These luminaires are available in four standard BEGA colors: Black (BLK); White (WHT); Bronze (BRZ); Silver (SLV). To specify, add appropriate suffix to catalog number. Custom colors supplied on special order.

UL listed for US and Canadian Standards, suitable for wet locations. Protection class: IP54.

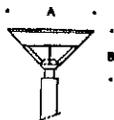
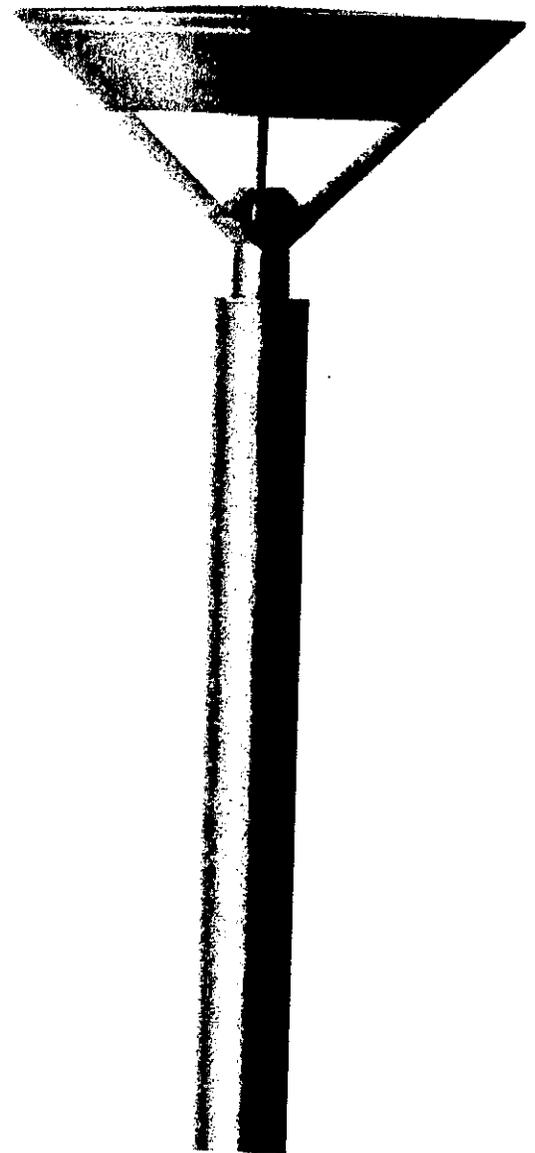
Weight: 32.2 lbs.

Effective Projection Area (EPA): 1.6 ft²

Luminaire Lumens: 1698

Tested in accordance with LM-79-08

Type:
 BEGA Product:
 Project:
 Voltage:
 Color:
 Options:
 Modified:



Pole-top luminaires - asymmetrical

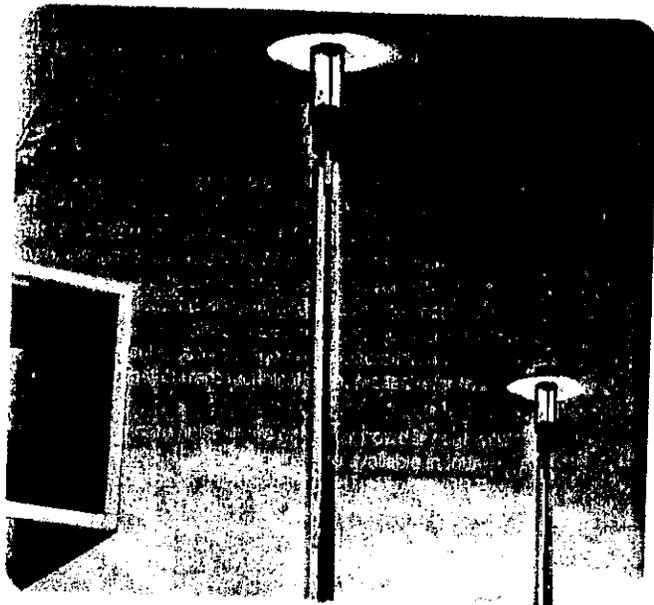
	Lamp	LEED	A	B
88976	39W LED	LZ-2	28	14 1/4

Recommended for use with 14' to 16' poles.

Alba 10' - 16' Double Wood Upright Pole

FIXTURE TYPE:

PROJECT NAME:



Glulam solid wood and steel pole available in 10' - 16' lengths. Tenon adapters and arm bracket mounts are available for luminaire mounting.

FEATURES:

- Cast steel pole base with flush handhole cover held with countersunk stainless steel fasteners with steel upright ties.
- Straight, solid glulam wood pole

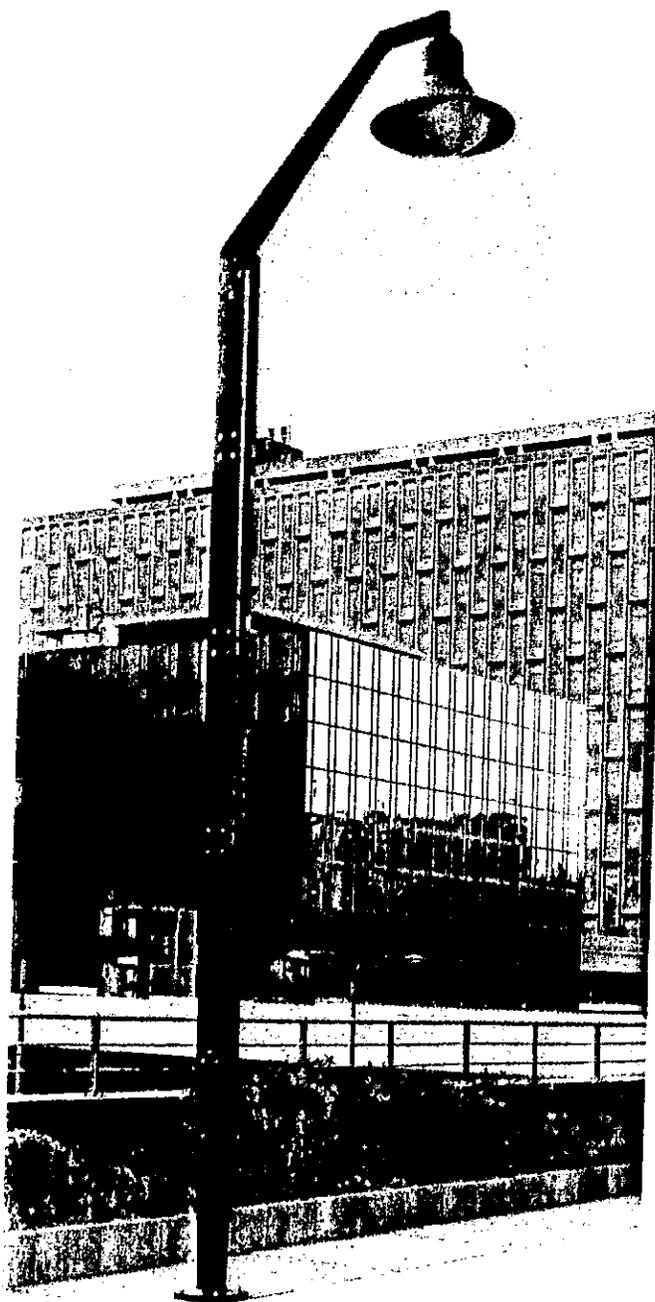
SPECIFICATIONS:

HOUSING: Solid wood pole is assembled through glulam construction and precision machined using CNC technology. An electrical raceway is provided inside the upright for wiring. Laminations measure no more than 2" in thickness. Adhesive complies with ASTM D-2559 glulam construction specifications for extreme exposed weather conditions, is waterproof and rated for wet or dry use exposure.

Glulam wood shaft is fastened to steel pole base welded to a 3/4" thick aluminum anchor bolt base. Anchor bolt kit includes (4) 3/4" hot dip galvanized anchor bolts and fasteners and ridged concrete pour template.

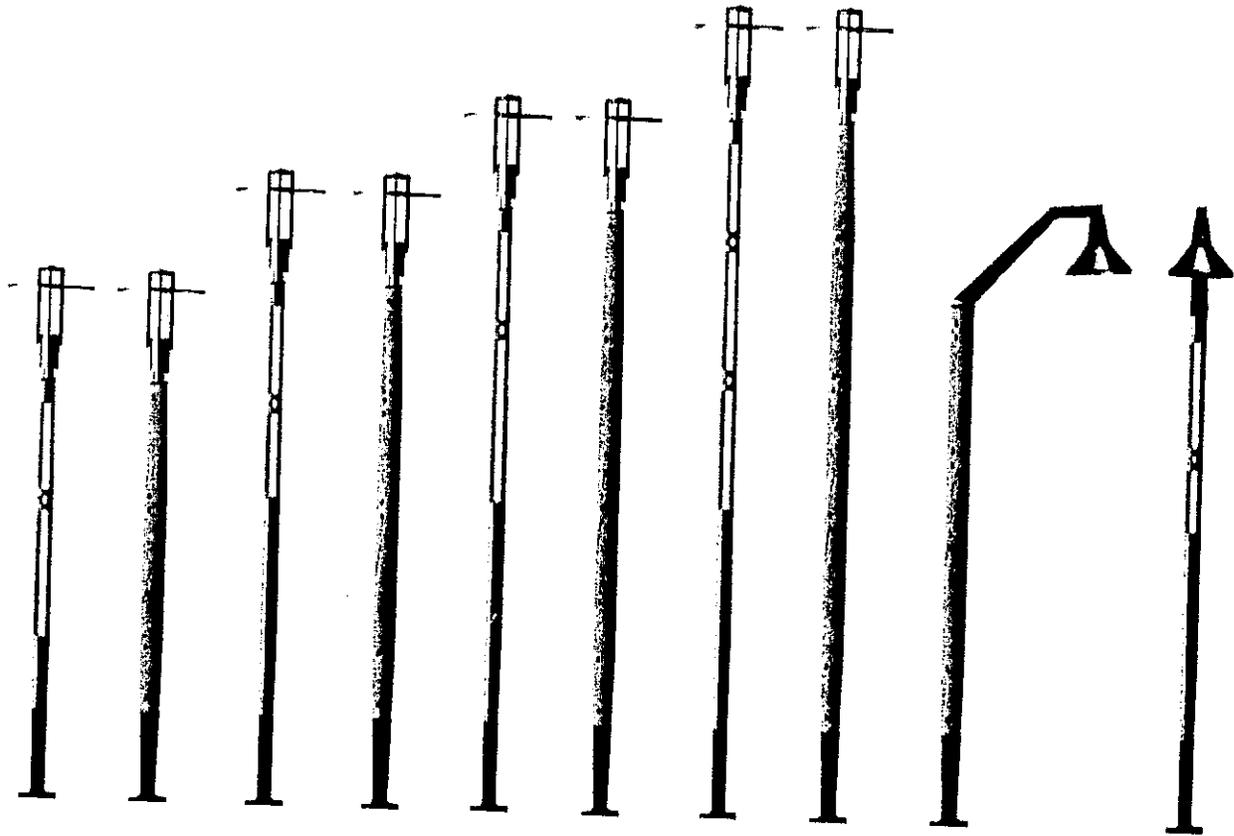
FIXTURE MOUNTING: Fixtures mount either by 2 3/8", 2 7/8", 3 1/2", or 4" diameter by 4" tall tenon or casted arm for pendant lighting fixtures. Consult factory for other tenon sizes. Luminaires shall be provided by others.

ELECTRICAL: A 5/16" - 18 grounding point is provided on the steel pole base. Wireway access is provided through a NEC compliant handhole with a flush, gasketed cover plate.

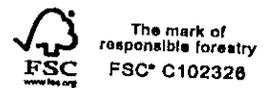


FINISHES AND MATERIALS: Woods are finished with a low VOC waterborne matte exterior finish containing UV and mildew inhibitors. All steel parts are polyester powder coat painted.

HARDWARE: Fasteners are stainless steel. Anchor bolt kits are hot dip galvanized.



ORDERING GUIDE: EXAMPLE: ALBA-12-53-NICTX-T2384-STD



1	Series	3	Wood Finish	5	Fixture Mounting
ALBA	Alba	S*	See color options on finishes technical sheet	<i>Tenon</i>	
2	Height	4	Metal Finish	T2384	2 3/8" x 4" Tenon
10	10'	****	See color options on finishes technical sheet	T2784	2 7/8" x 4" Tenon
12	12'		Custom Color	T3124	3 1/2" x 4" Tenon
14	14'			T4004	4" x 4" Tenon
16	16'	CSM		TXXX	Specify Tenon
				<i>Arm</i>	
				A1	Arm Mount
				6	Special
				STD	Standard
				MOD	Modified

Designed by Aubrilam

Light design element with unshielded light

Housing: Die-aluminum mounting base with die-cast and extruded aluminum upper housing. Upper housing secured to mounting base by four (4) stainless steel fasteners threaded into stainless steel inserts. Die castings are marine grade, copper free

is robust enough for people to sit or stand on.

Lamp enclosure: White acrylic diffuser with molded silicone gasket for weather tight operation.

Electrical: start temperature. Integral 120V through 277V electronic LED driver, 0-10V dimming. LED module(s) are available from factory

Note: LEDs supplied with luminaire. Due to the dynamic nature of LED technology, LED luminaire data on this sheet is subject to change at the discretion of BEGA-US. For the most current technical data, please refer to www.bega-us.com.

Anchor base: Thick gauge aluminum plate provided with slotted holes. The plate secures to the lower casting with four stainless steel rods. The plate mounts to a BEGA #890N anchorage kit (supplied).

Finish: All BEGA standard finishes are polyester powder coat with

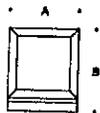
add appropriate suffix to catalog number. Custom colors supplied on special order.

CSA certified to U.S. and Canadian standards, suitable for wet locations. Protection class IP65

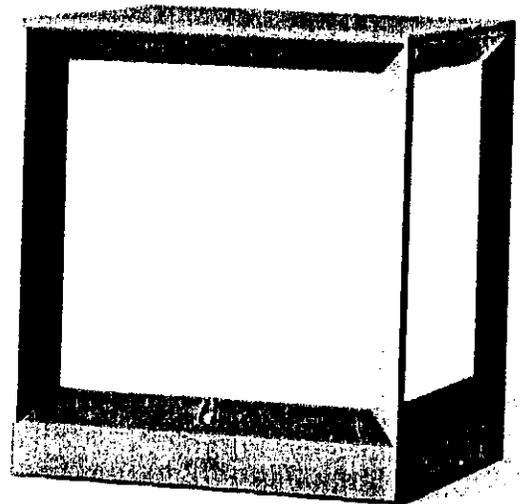
Weight:

Luminaire Lumens: 746

Type:
 BEGA Product:
 Project:
 Voltage:
 Color:
 Options:
 Modified:

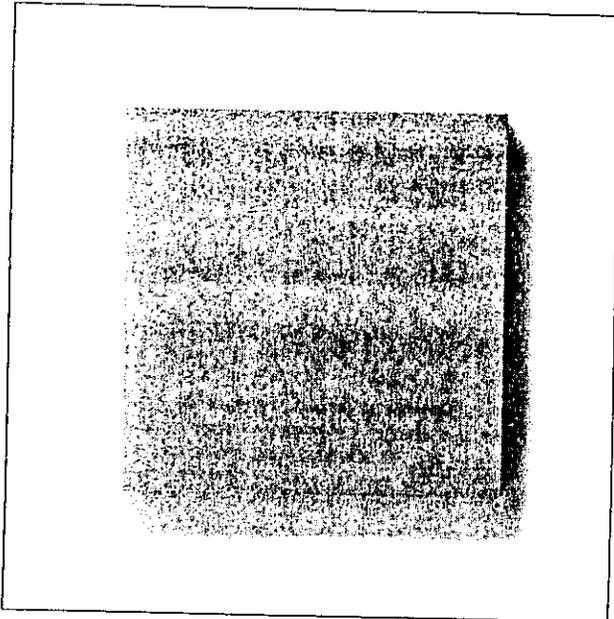


Lamp	A	B	Anchorage
77 764 17.4 W LED	15	18	79812



PERFORMANCE iN LIGHTING

CATALOG		TYPE	
PROJECT		DATE	
COMMENTS		PREPARED BY	

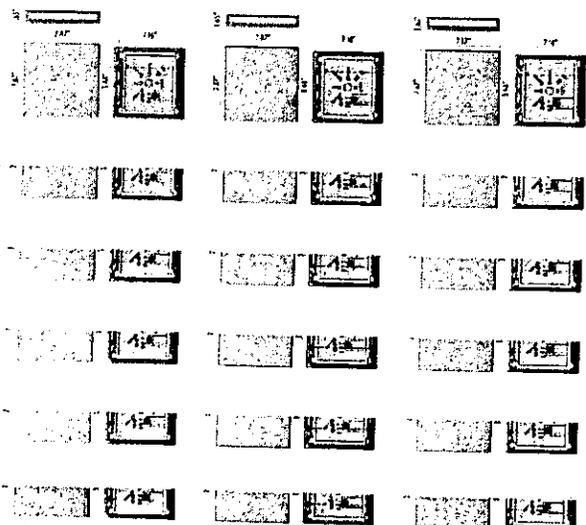
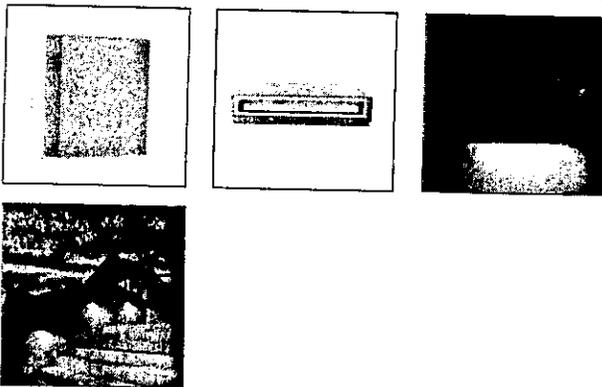


MIMIK 20 FLAT M

CODE 071180

Indoor and outdoor wall mounted fixtures, comprising:

- Die-cast painted aluminium housing
- Flat, tempered glass diffuser, machined and screen-printed on the inner surface for MIMIK FLAT series
- Silicone gasket
- LED versions include 120/277 V safety transformer → Aluminium heat dissipation system
- 3000 K and 4000 K, mid-power LEDs board for MIMIK FLAT series
- Available in single (M) and dual (B) emission versions



Code	socket	RLO	source	type	color	Kelvin	lifetime	voltage	IP
071180	LED	864	N. 1 LED - 13.5 w	LED	STEEL GRAY - WHITE LED	3000	60000	120/277V	65

RLO: Real Lumen Output

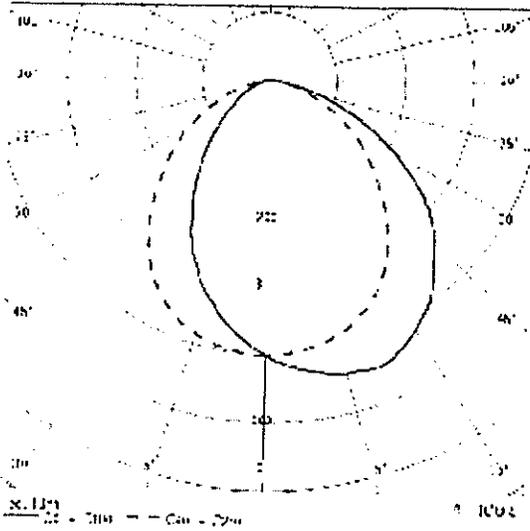
UL FILE
E339905

EPA TOP
VIEW
0.000000

EPA LEFT
VIEW
0.000000

MIMIK 20 FLAT M

CODE 071180



Item 4

ORDINANCE NO. 2016-04

AN ORDINANCE TO REZONE LANDS AT 4506 LARSON BEACH ROAD AND AT 5604 LAKE EDGE ROAD TO THE PLANNED DEVELOPMENT-INFILL DISTRICT – GENERAL PLAN APPROVED

Sponsor: The Community Development Department

Recommended Referral: Plan Commission

Public Hearing: Class 2 Notice Required

WHEREAS, the developer has submitted all of the necessary documents fulfilling the requirement for approval of the General Plan of the planned development of the lands specified below, and the Village Board is willing to grant approval of the general plan as submitted by the developer, and approval thereof is in the public interest; and

NOW THEREFORE, the Village of Board of the Village of McFarland do hereby ordain as follows:

1. Section 62-62(a) of the McFarland Municipal Code and the Official Zoning Map adopted on April 3, 2003 are hereby amended so that the following described real estate is hereby rezoned from the Commercial-General District to the Planned Development-Infill District-General Plan Approved, and shall henceforth be subject to the regulations contained in Sections 62-66 of the McFarland Municipal Code. The legal description of the property rezoned is as follows:

Lot Two (2), Certified Survey Map No. 1256, recorded in Volume 5 of Certified Survey Maps of Dane County, Wisconsin, Page 178, as Document Number 1376444, in the Village of McFarland, Dane County, Wisconsin.

Together with an easement for purposes of ingress and egress over the following described land, in the Village of McFarland, Dane County, Wisconsin described as follows: Part of Lot One (1), said Certified Survey Map No. 1256, lying adjacent to and Northerly of the Northerly line of Lot 2, said Certified Survey Map No. 1256, described as follows: Commencing at the most Northerly iron stake at the Northeasterly corner of Lot 2, said Certified Survey Map No. 1256 on the Westerly line of Bremer Road; thence North 87°03' West along the Northerly boundary of said Lot 2 , 60.0 feet; thence North (true) 30.0 feet to a point; thence South 87°03' East to the Westerly line of Bremer Road; thence Southeasterly along the Westerly line of Bremer Road to the point of beginning of this easement description.

2. Section 62-62(a) of the McFarland Municipal Code and the Official Zoning Map adopted on April 3, 2003 are hereby amended so that the following described real estate is hereby rezoned from the R-3 General Residence District to the Planned Development-Infill District-General Plan Approved, and shall henceforth be subject to the regulations contained

in Sections 62-66 of the McFarland Municipal Code. The legal description of the property rezoned is as follows:

Lot 1, Certified Survey Map 1256, recorded in Vol. 5 of Certified Survey Maps, page 178, as Document No. 1376444, in the Village of McFarland, Dane County, Wisconsin.

3. The Zoning Administrator is hereby directed to label these changes on the Official Zoning Map.

4. Section 1 and Section 2 of this Ordinance do not constitute approval of any building construction within the property. Buildings shall not be permitted until approval of the detailed plan.

5. Section 1 and Section 2 of this Ordinance shall not take effect until the Village approves a detailed plan submitted by the owner. If the owner fails to submit a detailed plan for each of the properties within one (1) year after the recording of this Ordinance, and if the Village Plan Commission fails to approve the detailed plan, then this Ordinance shall become null and void, and the zoning of each of the properties shall continue to be the existing C-G Commercial General and R-3 General Residence Zoning.

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the ____ day of _____, 2016.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Cassandra Suettinger, Clerk
4846-6243-4355, v. 1

ORDINANCE 2016 - 04	
MOTION	SECOND
r	
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Lytle
Brassington	Mooney
Czebotar	Utter, C
Kolk	
VOTING RESULTS	
Motion Carried:	
Motion Defeated:	

Item # 5

33 East Main Street
Suite 500
Madison, WI 53703-3095

Mailing Address:
P.O. Box 2038
Madison, WI 53701-2038

Phone:
608.257.7181

Fax:
608.257.2508

www.murphydesmond.com

Lawrence E. Bechler
Direct Line 608.268.5601
Facsimile 608.257.4333
lbechler@murphydesmond.com



15 July 2016

FR. 1/1
3 PM

RECEIVED

JUL 15 2016

VILLAGE OF MCFARLAND

VIA E-MAIL ONLY

pauline.boness@mcfarland.wi.us

Ms. Pauline Boness
Director of Community Development
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Re: Juniper Ridge Phase 2 Development Agreement

Dear Pauline:

I have revised the First Amendment to the Development Agreement for Juniper Ridge, and enclose both a clean and redlined copy. This version has accepted all of the redlining of Greg Paradise's version attached to his July 13, 2016 memo.

Please note that we do not yet have the cost estimates for the engineer's estimate, and I have asked to get that as soon as possible. In addition, you will note that the phase map has changed slightly since the first draft of this Agreement. Since it now includes Lots 144 - 147, a new phase map is needed. This matches the previous phase in that it still does not implicate any lots abutting upon Holscher Road, but clearly will require further public improvements to cover the additional lots abutting the north side of east Linden Parkway.

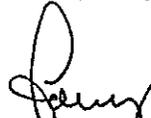
There are a lot of moving parts here. The Eco-Park is not yet done, but it is close. The lift station is very close to completion, but we do not have final costs yet. The acquisition of right-of-way on Holscher Road and thus the Holscher Road building project, are delayed.

As you will see, I have addressed some, but not all of these issues in the Development Agreement. I have decided to handle the special assessments by separate document, since at least Juniper Ridge has already agreed to be responsible for its share of the lift station and force main costs. We will need to have that special assessment proceeding in parallel and I will have those documents shortly.

Ms. Pauline Boness
15 July 2016
Page 2

If you have any questions about this document, please let me know.

Very truly yours,



Lawrence E. Bechler

LEB:daz
211678
Enclosures

cc: Kelsy Boyd, via email, w/enc.
Allan Coville, via email, w/enc.
Brian Berquist, via email, w/enc.

4849-8338-1813, v. 1

33 East Main Street
Suite 500
Madison, WI 53703-3095
Mailing Address:
P.O. Box 2038
Madison, WI 53701-2038
Phone:
608.257.7181
Fax:
608.257.2508
www.murphydesmond.com

Lawrence E. Bechler
Direct Line 608.268.5601
Facsimile 608.257.4333
lbechler@murphydesmond.com



15 July 2016

VIA E-MAIL ONLY

pauline.boness@mcfarland.wi.us

Ms. Pauline Boness
Director of Community Development
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

Re: Juniper Ridge Phase 2 Development Agreement

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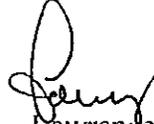
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Ms. Pauline Boness
15 July 2016
Page 2

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Very truly yours,



Lawrence E. Bechler

LEB:daz
211678
Enclosures

cc: Kelsy Boyd, via email, w/enc.
Allan Coville, via email, w/enc.
Brian Berquist, via email, w/enc.

4849-8338-1813, v. 1

Item #5 Friday 3pm RECEIVED JUL 15 2016

VILLAGE OF McFARLAND

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR JUNIPER RIDGE

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR JUNIPER RIDGE (the "**Amendment**") is made as of the ____ day of _____, 2016, by and between the Village of McFarland, a Wisconsin Municipal Corporation ("**Village**") and MREC VH Juniper Ridge, LLC, a Delaware Limited Liability Company ("**Developer**").

WITNESSETH:

WHEREAS, Village and Developer entered into a Development Agreement for Juniper Ridge (the "**Agreement**") dated July 10, 2015; and

WHEREAS, Developer wishes to amend the Agreement to provide for an additional Phase and such other matters as are described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1) **Capitalized Terms.** Capitalized terms which are not otherwise defined herein shall be as defined in the Agreement.

2) **Phase 2.** Phase 2 of the Development is depicted in Exhibit "A", attached **hereto** and incorporated herein by reference. Developer may obtain building permits for, and commence construction of, homes in Phase 2 immediately upon execution of this Amendment by the Village. No occupancy permits shall be issued for any of the homes in Phase 2 until completion of all infrastructure improvements, but excluding the final surface course of asphalt. The Surety for Phase 2 shall be in the amount of \$_____, based on the Juniper Ridge Phase 2 Engineer's Estimate attached hereto as Exhibit "B" and incorporated herein by reference.

3) A. **Holscher Road Schedule.** The Holscher Road Schedule attached to the Agreement as Exhibit "C" is hereby amended as follows:

Acquisition of Smith/Vandewall Property:	December, 2016
Open Bids:	February, 2017
Begin Construction:	May, 2017
Complete Construction:	September, 2017

← October ?

B. **Holscher Road Right-of-Way.** Subsequent to approval of the Agreement, it was determined that due to technical errors, the platted right-of-way of Holscher Road was less than the assumed 66 feet on the Plat of Juniper Ridge. Developer has undertaken steps to acquire the land necessary for a 66 foot right-of-way. This process is not yet complete.

No Exhibit A !!
No Exhibit B !!

Upon Developer's request, the Village may undertake the acquisition of the portions of the Smith/Vandewall property needed for a 66 foot right-of-way, pursuant to Wis. Stats. §32.05. All costs associated with any Village action hereunder shall be borne by Developer including, but not limited to, appraisal costs and attorneys' fees.

4) Restriction on Lots Bordering Holscher Road. Developer may not commence construction of homes on Lots 146, 147 and 164–175, inclusive, until such time as construction of Holscher Road has commenced, provided that all other terms, covenants and conditions of the Agreement, as amended, have been complied with. As evidence of such restriction, Developer shall execute and cause to be recorded contemporaneously with the execution of this Amendment the Amendment to Declaration attached hereto as Exhibit "C" and incorporated herein by reference.

5) Release of Declaration. Upon execution hereof, the Village shall execute the Release attached hereto as Exhibit "D", and incorporated herein by reference.

6) Life Station and Force Main Cost Recovery. As specified in Section 2E of the July 10, 2015 Agreement, the final costs of the sanitary lift station and force main serving Phase 1, Phase 2 and the remainder of the Plat are not yet finalized. Developer shall be responsible for paying the pro rata share of the sanitary lift station and force main for the Phase 1 Lots and Phase 2 Lots as to which building permits have been previously issued upon finalizing the cost thereof, within 30 days of being invoiced by the Village for that cost. Building permits for Lots in Phase 2 may be issued prior to finalizing the cost of the sanitary lift station and force main, and shall be similarly charged to Developer on the same basis as Lot 1. All Lots for which building permits are issued following completion of the sanitary lift station and force main shall be charged in the manner specified in Section 2E(a) of the Agreement.

7) Effect of Amendment. Except as amended herein, all other terms, covenants and conditions of the Agreement shall remain unchanged.

**MREC VH Juniper Ridge LLC, a Delaware
Limited Liability Company**

**By: VH Juniper Ridge LLC, a Wisconsin
Limited Liability Company, Member and
Project Manager**

By: _____
Jeff Rosenberg, Authorized Officer
and Signatory

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me, _____, notary public for the above State and County, this ____ day of _____, 2016, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

VILLAGE OF MCFARLAND

By: _____
Print Name: _____
Print Title: _____

Attest: _____
Print Name: _____
Print Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me, _____, notary public for the above State and County, this ____ day of _____, 2016, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

Needed
↓

EXHIBIT "A"

[NEW PHASE MAP TO BE SUPPLIED] EXHIBIT "B"

Phase 2 Estimated Costs

↑
Needed

EXHIBIT "A"

LEGAL DESCRIPTION
(Phase 2)

Lots 12, 132–144, inclusive, Lots 147–151, inclusive, Lots 176–184, inclusive, Lots 191–193, inclusive, Juniper Ridge, located in the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 35, T7N, R10E, Village of McFarland, Dane County, Wisconsin.

EXHIBIT "C"
**AMENDMENT TO DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS,
JUNIPER RIDGE, VILLAGE OF MCFARLAND, DANE
COUNTY, WI**

Document Number

THIS AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS, JUNIPER RIDGE, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN (the "**Amendment**") is made as of the ___ day of _____, 2016, by MREC VH Juniper Ridge, LLC, a Delaware Limited Liability Company ("**Owner**"). This Amendment affects that certain real property owned in fee by Owner and legally described as:

Lots 146, 147 and 164-175 inclusive, Juniper Ridge, Village of McFarland, Dane County, Wisconsin.

1) The above described real property shall be herein referred to as the "**Holscher Road Lots**".

2) Owner executed and caused to be recorded that certain Declaration of Conditions, Covenants and Restrictions, Juniper Ridge, Village of McFarland, Dane County, Wisconsin (the "**Declaration**") dated July 10, 2015, recorded on August 7, 2015 in the office of the Dane County, Wisconsin Register of Deeds as Document No. 5175109. The Declaration is hereby amended to include and make subject to the restriction contained in said Declaration the Holscher Road Lots. The Holscher Road Lots shall be released from the restriction contained in the Declaration at the time provided for in that certain First Amendment to Development Agreement for Juniper Ridge, dated as of the ___ day of _____, 2016, between the Village of McFarland and Owner.

Dated this ___ day of _____, 2016.

MREC VH Juniper Ridge LLC, a Delaware Limited Liability Company
By: VH Juniper Ridge LLC, a Wisconsin Limited Liability Company, Member and Project Manager

By: _____
Jeff Rosenberg, Authorized Officer
and Signatory

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Record this document with the Register of Deeds

Name and Return Address:

(Parcel Identification Number)

Personally came before me, _____, notary public for the above State and County, this ____ day of _____, 2016, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires:

DOCUMENT DRAFTED BY:
Atty. Gregory J. Paradise

Document Number

EXHIBIT "D"
RELEASE OF DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS,
JUNIPER RIDGE, VILLAGE OF MCFARLAND,
DANE COUNTY, WISCONSIN

Record this document with the Register of Deeds

WHEREAS, MREC VH Juniper Ridge, LLC, a Delaware Limited Liability Company ("**Owner**") caused to be recorded that certain Declaration of Conditions, Covenants and Restrictions, Juniper Ridge, Village of McFarland, Dane County, Wisconsin, dated July 10, 2015, recorded August 7, 2015 in the office of the Dane County, Wisconsin Register of Deeds as Document No. 5175109 (the "**Restriction**"); and

WHEREAS, the Restriction limited the sale or transfer of Lots, as that term is defined in the Restriction, until such time as an instrument is recorded by the Village of McFarland in the Dane County, Wisconsin Register of Deeds office, approving the sale or transfer of said Lots; and

WHEREAS, the Village of McFarland approves the sale or transfer of the Lots described in Exhibit "A", attached hereto and incorporated herein by reference.

Name and Return Address:
Atty. Gregory J. Paradise
Mohs, MacDonald, Widder, Paradise
& Van Note, LLC
20 N. Carroll Street
Madison, WI 53703

(Parcel Identification Number)

NOW, THEREFORE, it is agreed by the Village of McFarland, that the Restriction shall be and hereby is terminated as to the Lots described in Exhibit "A", attached hereto and incorporated herein by reference.

Dated this _____ day of _____ 2016.

VILLAGE OF MCFARLAND

By: _____

Print Name: _____

Print Title: _____

Approved As To Form:

Lawrence E. Bechler, Village Attorney

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this ____ day of _____, 2016, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public, Dane County, WI
My Commission Expires:

DRAFTED BY:
Atty. Gregory J. Paradise

Item #6

RECEIVED

JUL 14 2016

VILLAGE OF MCFARLAND

McFarland Community Garden

Katie Gletty-Syoen, Coordinator

608-225-0103

katiegs@gmail.com

www.mcfarlandcommunitygarden.com

Proposal for Second Shed on McFarland Community Garden Property

At the June 26, 2016 McFarland Community Garden Committee Meeting the 6 members in attendance voted unanimously in favor of procuring a second garden shed for the garden. The committee feels that a second shed would help alleviate overcrowding in the current garden shed, making things much more accessible for our community gardeners.

Purpose

- This shed would store: all mechanized equipment, including 2 rototillers, 1 trimmer/weed whip, and one push mower; educational program materials for McFarland School Garden Programming and Preschool Garden Classes, including 2 collapsible cold frames; spare hoses or other extra materials not currently in use; and winter storage of collapsible picnic tables and wheelbarrows.

Shed Building Specifics

- We would like a slightly larger second shed. Current shed is 8'x10'. Committee would prefer a 10'x12' shed for additional space.
- The second shed would not have any windows, but would have a double door, identical to current shed's door. It will remain locked at all times, and all McFarland Community Garden Committee members would have a key (seven members of committee).
- The shed would be placed on a gravel foundation, identical to the current garden shed's foundation. We are hoping to work with Village of McFarland to place gravel.
- A ramp will be constructed by community garden volunteers, with a design that is identical to current garden shed, using reclaimed materials.
- The shed (if we go with The Cottage Works) will arrive at the garden unpainted/stained. Garden volunteers will paint/stain the shed, with a color as close to the shade of the current shed as possible.

Placement

- The shed would be placed at the rear of the garden, in the North-West corner. See McFarland Community Garden map attached.

Costs

- Committee voted to allocate \$2,400 of current funds towards secondary shed.
- Committee would prefer to work with company that constructed original garden shed, The Cottage Works, out of Monroe, WI, for a cohesive look. We have been very happy with the craftsmanship of our current shed. Owner, Dave Cook has extended a discounted quote (attached). New shed would arrive in approximately 3 weeks from time of order.
- We hope to source the gravel through the Village Public Works/Parks Department and collaborate on placement.
- Will reach out to Premiere Paint of McFarland to source paint/stain, hopefully via discount or donation. This company donated the stain for the original garden shed.
- Since the shed is on land that is being leased by the Village of McFarland as a Temporary Park, we are hoping that permit fees will be waived.

The Cottage Works

N3927 County Rd. J

Monroe, WI 53566

ph: 608-558-8171

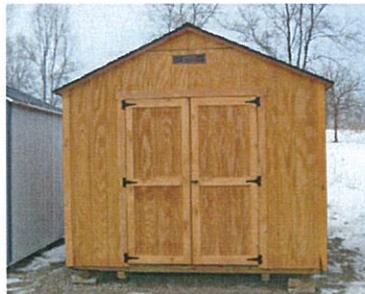
fax: 608-325-3332

dave@thecottageworks.org

Quote for 10x12 Shed

Dated 6.26.16

Dave Cook, owner



10x12 Basic Shed, base price: \$2325
All cedar trim and 1x4 cedar fascia: \$185
Delivery: \$50

Total: \$2560
Community garden discount: \$185

Total with discount: \$2375

Standard Construction Features for Basic Storage Cottages:

- pressure treated 4x4 skids
- pressure treated 2x4 floor joists spaced at 12" on center for extra strength
- 5/8" BCX plywood flooring
- 2x4 wall framing, with studs spaced at 16" on center and with a double top plate, with 6' wall height for gable roof buildings and 4' sidewall height for gambrel roofed buildings
- 1/2" DuraTemp premium siding, primed and painted to your choice of color
- 2x4 rafters, spaced at 24" on center, with OSB sheathing
- 5/12 roof pitch with 4" overhang, and aluminum drip edge
- 25-35 year self-sealing fiberglass shingles
- two heavy duty 30" doors, with black decorative hinges and T-handle door latch with key
- screened aluminum vents on each gable end wall
- Cedar door trim; pine corner trim



RECEIVED

JUL 14 2016

VILLAGE OF McFARLAND

5710 Anthony St McFarland WI 53558 | phone 608.838.9322 | mcfarlanducc.org | open & affirming

Village of McFarland
5915 Milwaukee St.
P.O. Box 110
McFarland, WI 53558

To whom it may concern:

The Servant Leadership Team, the governing body of the McFarland United Church of Christ, authorizes the construction of a second storage shed on the McFarland community garden site. General specifications of this shed are found in the agreement that stipulates operation and function of the garden site.

Sincerely,

Geoffrey E. Brink
Building and Grounds Committee

Lower McFarland Cemetery

United Church of Christ

Second Garden Shed Site

Compost

X

Compost hospital

McFarland Community Garden

2016 Season

The Homestead

Raspberries

Rhubarb

Fruit trees

33	34	45	46	56
31	32	43	44	55
29	30	41	42	54
27	28	39	40	53
25	26	37	38	52
23	24	35	36	51

21	22	4-H Youth Garden	50
19	20		49
17	18		48
15	16		47
13	14		
11	12		

9	10	McFarland School District Garden	Monarch garden
7	8		
5	6	Adaptive Garden	
3	4		
1	2		

Flower border

Herb gardens

Anthony St.



Map scale

Source for satellite images: Google Maps

JUL 14 2016

VILLAGE OF MCFARLAND

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WAF
LH

Common STR Policy Objectives

Best Regulatory Practices

- o Housing Availability
 - Only allow permanent residents to operate STRs
- o Neighborhood Preservation
 - Disallow rentals in subsidized housing
 - Ban signs
 - Require adequate parking and garbage disposal
 - Require hosts to post noise ordinance
 - Require a local contact person
 - Encourage hosting in certain areas and time frames
- o Protect Quality of Life
 - Require physical safety and habitability inspections
- o Economic Development
- o Safety



Compass



HOST COMPLIANCE

SOME IMPORTANT TAKEAWAYS FOR YOU

AIRBNB & ZONING: A PLANNER & LAWYER'S GUIDE TO SHORT- TERM RENTALS

What are the most common reasons why communities have regulated or are considering regulating short-term rentals?

- Reduce noise, parking, traffic and trash-problems
- Eliminate party houses
- Reduce STR's impact on neighborhood character
- Ensure building safety
- Improve responsiveness to neighbor complaints
- Stem STR's negative impact on affordable housing availability
- Improve permit and tax compliance to increase tax revenue
- Ensure a level playing field between law abiding traditional lodging providers and illegal short-term rentals
- Reduce tension between short-term rental property owners and their neighbors
- Send a clear message to citizens that the city takes the STR problems seriously

Do local governments have the legal right to regulate short- term rentals in the first place?

- Yes, always to some extent, but is it by zoning or separate ordinance or both, and do you need improved enabling legislation?

Are there any legal constraints on how local governments can regulate short-term rentals and the various vacation rental websites operating in their jurisdiction?

- Yes, check tax laws, consider Fair Housing Amendments Act. Check: HOA rules; covenants; and easements, lease terms, subsidized housing rules, rent control/rent regulation, insurance.

Do these rights and constraints differ from state to state?

- Yes

If new rules are in fact required, what legislative tools do local governments have at their disposal when regulating short-term rentals?

- Work with your state legislative delegation

What are the typical events leading up to a city feeling it has become necessary to put in place regulation of short-term rentals?

- Housing crisis
- An increase in complaints about STRs
- Bad incidents (party houses etc.)
- Perceived negative changes in neighborhood character
- Complaints from hospitality industry that vacation rentals are competing unfairly

When is the best time for a city to address the short-term rental issues and put in place regulation?

- Before it becomes a common phenomenon:
 - More STR properties means more economic interests at play
 - More STR properties means more angry neighbors
 - More STR properties means more losses of tax dollars for the community
- Before it becomes a crisis!
 - No time to address issue in a thoughtful and strategic manner
 - Elected policy makers become more concerned with politics than finding workable solutions
 - Much more difficult to get everyone on the same page when things are heated
 - Debate tends to become very polarized and unproductive

How does one think about short-term rentals in the context of other uses that are regulated by local governments?

- Straddles traditional zoning definitions - No one-size-fits all definition of short-term rentals:
 - Community impact varies widely based on:
 - Type of property
 - Type of use (hosted or non-hosted)
 - Location
 - Number and density of STRs in neighborhood

As a planner, where does one start, when tasked with writing a short-term rental ordinance draft?

- Get the facts:
 - How many STRs are there? (Not just on Airbnb, but across all the websites)
 - Where are they located? (Are they concentrated in certain areas?)
 - What types of properties are being rented (single family, multi-family, high-end, low-end etc.)?
 - How are they being used (all the time, seasonally, occasionally etc.)
- Understand the issues and community's concerns
- Articulate why you want to regulate -> what problems are you trying to address?
- Understand what enforcement resources and tools will be available
- Research NATIONAL best practices (little chance that the surrounding cities have come up with the silver bullet answer)
- Write a draft ordinance

What are the best practices for achieving the most common planning objectives?

- Preserving the character of a neighborhood -> set quotas or density limits and disallow signs
- Minimize STRs impact on long-term rental housing stock -> only issue permits to permanent residents
- Eliminating nuisances -> set clear expectations about how renters must behave

- and make sure that landlords inform renters of their obligation to follow those rules; require a local 24/7 contact person for each property
- Ensuring building safety? Require inspections (but make the requirements reasonable)
 - Ensuring tax and permit compliance -> deploy automated monitoring tools or staff up

What are the costs and benefits associated with the different approaches to enforcing short-term rental regulations (pro-active enforcement vs. on a complaints basis)?

Complaint based enforcement:

- Pros: Easy (neighbors generally only complain when things get really bad -> lots of tension between neighbors)
- Cons: Ineffective and selective

Pro-active enforcement:

- Pros: Ensures fair, continuous and consistent compliance monitoring and enforcement
- Cons: Labor intensive and difficult (unless staff is augmented with electronic compliance monitoring tools)

What are the most common challenges associated with pro-actively monitoring compliance with, and enforcing, short-term rental regulations?

- Difficult to find the properties:
 - Rental property listings are spread across 100s of different websites
 - Address data is hidden from listings making it time-consuming or impossible to locate the exact properties and identify owners
 - The vacation rental platforms refuse to provide the detailed data
- Difficult to keep track of the data as listings are constantly added, changed or removed
- No easy way to find out how often the properties are rented and for how much

How do we bring the non-permitted properties into compliance?

- Find them! (Easier said than done!)
- Send them a letter to let them know that you know that they are operating -> 70-90% will comply on the first letter
- Make it simple and economical to apply for a permit
- Ensure that fines and other legal actions are a real deterrent

What are the best ways to overcome the compliance monitoring and enforcement challenges?

- Make sure that the ordinance is enforceable:
 - Require a permit or license and make sure that the sole act of advertising a STR without it is a punishable offence
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-
- Make it simple and easy to comply with the rules, so people who want to play by the rules can do so easily
- Staff up and/or deploy compliance monitoring software to improve the efficiency of your existing staff

For more information on our panelists...

Ulrik Binzer: 1.857.928.0955 - binzer@hostcompliance.com

Troy Flanagan: 1.202.289.3125 - tflanagan@ahla.com

Jeffrey Goodman: 1.714.742.0622 - jbg@jbgoodman.com

Dwight Merriam: 1.860.275.8228 - DMERRIAM@RC.com

George Proakis: GProakis@somervillema.gov

Leonard Cohen: lcohen@law.pace.edu

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Dwight Merriam: 1.860.275.8228 - DMERRIAM@RC.com

George Proakis: GProakis@somervillema.gov

Leonard Cohen: lcohen@law.pace.edu

Item #7

ORDINANCE NO. 2015-08

AN ORDINANCE REGULATING TOURIST ROOMING HOUSES

Purpose: To regulate short term rental of dwellings in residential neighborhoods.

Sponsor: Community Development Director

Recommended Referral: Plan Commission and Public Safety Committee

Public Hearing: None required.

The Village Board of the Village of McFarland do hereby ordain as follows:

1. Article XI of the McFarland Municipal Code is hereby created to read as follows:

“Article XI. – Tourist Rooming Houses.

§11-350 Purpose. The purpose of this Article is to ensure that the quality of tourist rooming houses operating within the Village is adequate for protecting public health, safety and general welfare, including establishing minimum standards of space for human occupancy and for an adequate level of maintenance; determining the responsibilities of owners, operators and property managers offering these properties for tourists or transients, to protect the character and stability of residential areas of the Village; to provide minimum standards necessary for the health and safety of persons occupying or using buildings, structures or premises; and provisions for the administration and enforcement thereof. The Village Board specifically finds that use of single family residences in the Village for short term rental creates the increased potential for adverse impacts on single family neighborhoods. The increased potential for adverse impacts is due to a higher degree of residential use and occupancy by vacationers who may tend to more frequently keep different hours engaging in recreational and social activities than the permanent residents in the surrounding neighborhood. Further, lacking any connection to the surrounding neighborhood, are less likely to be sensitive to the needs and concerns of neighbors. Finally, the lake side neighborhoods in which tourist rooming houses may be most likely to operate in the Village typically have small lots with homes very close to one another thereby increasing the potential for conflicts or disturbances.

§11-351 Definitions. In this Article:

“Bed and Breakfast Establishment” means any place of lodging that satisfies all of the following:

- (1) Provides 8 or fewer rooms for rent to no more than a total of 20 tourists or transients.

(2) Provides no meals other than breakfast and provides the breakfast only to renters of the place.

(3) Is the owner's personal residence.

(4) Is occupied by the owner at the time of rental.

(5) Was originally built and occupied as a single-family residence, or, prior to use as a place of lodging, was converted to use and occupied as a single-family residence.

“Dwelling Unit” means a structure consisting of one (1) or more rooms with provisions for living, cooking, sanitary, and sleeping facilities and a bathroom designed for or suited to the exclusive use by one (1) person or one (1) family.

“Hotel” means all places wherein sleeping accommodations are offered for pay to transients, in 5 or more rooms, and all places used in connection therewith. “Inn”, “motel” and “hotel” are synonymous.

“Local Agent” means any person that, subject to the conditions established in Section 11-352, owns a tourist rooming house, or is authorized by the owner of a tourist rooming house to manage a tourist rooming house.

“Short Term Rental” means the rental of a dwelling unit for a period of less than 29 consecutive days.

“Tourist Rooming House” means any dwelling unit where sleeping accommodations are offered for pay on a short term rental basis to tourists or transients except that the following are expressly excluded:

(1) Bed and breakfast establishments.

(2) Hotels.

(3) Any private boarding or rooming houses, ordinarily conducted as such, that do not accommodate tourists or transients.

“Tourist or Transient” means a person who travels from place to place away from his or her permanent residence for vacation, pleasure, recreation, culture, business or employment.

§11-352 Operation of Tourist Rooming Houses.

(a) No person may operate or permit property the person owns to be operated as a tourist rooming house without a tourist rooming house permit.

(b) Every tourist rooming house shall be operated by a local agent. The local agent shall:

(1) if a natural person, keep their permanent residence within fifteen (15) miles of the tourist rooming house, or if a property management company or similar business entity, have offices within fifteen (15) miles of the Tourist rooming house;

(2) be authorized as owner, or on behalf of the owner of the Tourist rooming house, to accept service of all notices from the Village or service of legal process relating to any and all matters relating to the Tourist rooming house;

(3) be authorized to allow Village officers, employees, or agents, to enter the owner's property for purposes of inspection and enforcement of this Article or any other ordinance, statute, rule or regulation the Village may have the duty or authority to enforce;

(4) be authorized act as owner, or on behalf of the owner, of the Tourist rooming house in all matters relating to dealing with renters of the Tourist rooming house;

(5) be authorized to undertake, or cause to be undertaken, any repair or act of maintenance of the Tourist rooming house necessary to comply with any Village ordinance, or any applicable state building regulations.

(6) subject to Wis. Stats. §§111.321, 111.322 and 111.335 has not been convicted of or have any pending charges for any offense as a felony, misdemeanor, or civil forfeiture, involving dishonesty, fraud, deceit, robbery, the use or threatened use of force or violence upon the person of another, or sexual immorality under Wis. Stats. Chap. 944; and

(c) Each tourist rooming house, in addition to the permit under this Article, shall have and maintain the following licenses and permits:

(1) all required permits from State of Wisconsin Department of Health Services or authorized agent including a permit for operation of a tourist rooming house under Wis. Stats. §254.64;

(2) a seller's permit issued by the Wisconsin Department of Revenue.

(d) No tourist rooming house shall be located within 1000 feet of any other tourist rooming house as measured by a straight line from the nearest property line of each tourist rooming house. Any tourist rooming house lawfully operating under a permit issued pursuant to Wis. Stats. §254.64 as of the effective date of this ordinance and which is located within 1000 feet of any other such tourist rooming house shall be exempt from the 1000 foot spacing requirement as to the other lawfully existing tourist rooming houses provided that within 120 days of the effective date of this Article, an application meeting all of the

requirements of this Article is submit and subsequently approved. Any tourist rooming house benefitting from this exemption shall lose the exemption if it fails to maintain a valid permit under this Article or Wis. Stats. §254.64 for a continuous period of one year or longer.

§11-353 Tourist Rooming House Permit.

No person may operate or permit to be operated a tourist rooming house in the Village of McFarland except upon receipt of a permit under this Article and subject to all the terms and conditions thereof. Any existing tourist rooming house, lawfully operating under a permit issued pursuant to Wis. Stats. §254.64 shall have 120 days from the effective date of this Article to submit an application meeting all of the requirements under this Article. If no such application is filed on a timely basis, or if such application is denied,

§11-354 Application.

(a) All applications for a new tourist rooming house permit or renewal shall be filed with the Village Clerk on forms provided by the Village Clerk. All new applications must be filed by the property owner. Renewal applications may be filed by the local agent. Each applicant shall certify to the Village that the tourist rooming house included in the permit is in compliance with the provisions of this Chapter. No permit shall be issued unless the completed application form is accompanied by payment of the required fee.

(b) Each application for a new permit shall include the following information and documentation for each tourist rooming house:

- (1) A nuisance response plan as described in Section 11-359.
- (2) State of Wisconsin Department of Health Services Permit for a tourist rooming house issued under Wis. Stats. §254.64.
- (3) A copy of a completed State Lodging Establishment Inspection form dated within one (1) year of the date of issuance or renewal.
- (4) Proof of Liability Insurance. Such insurance shall be a Commercial General Liability, Hotel or Short-Term Rental Policy that specifically covers liabilities arising from rental of the tourist rooming house for Short-Term Rentals. The policy shall provide no less than \$1,000,000 coverage, per occurrence. Claims-made coverage shall not be acceptable insurance under this Article.
- (5) Seller's Permit from the State of Wisconsin Department of Revenue.
- (6) Floor plan and requested maximum occupancy.
- (7) Site plan including available onsite parking.
- (8) Property Management or Local Agent Agreement.
- (9) Designation of the local agent.

(10) Any other information requested on the application form deemed necessary in the reasonable discretion of the Village Clerk to evaluate the Application under this Article.

(c) Applications for renewal of a permit filed by local agents are not required to include the documentation for each individual tourist rooming house for items listed in paragraphs (6) through (9) unless the information has changed from the preceding Application.

§11-355 Terms and Filing Date. Each permit shall run from July 1 through June 30 of the following year. All applications must be filed by May 1st of each year. The filing fee shall be paid upon filing of the application. The Clerk may conditionally accept late applications, subject to payment of the late filing fee. Any application which does not include all of the information and documentation shall not be considered as complete.

§11-356 New Application Review Procedure. (a) Committee Review. When satisfied that the application is complete, the Village Clerk shall forward initial applications for permits to the Public Safety Committee for review. If the application is filed 14 days or more prior to its next scheduled meeting, provided the application is complete, the application shall be considered at that meeting. Otherwise, the application, provided the application is complete, will be considered within 40 days of the filing date. The Public Safety Committee shall consider the application and supporting documents. If the Committee determines that the application meets the requirements of this Article it shall forward the application to the Village Board for approval. If the Committee determines that the application does not meet the requirements of this Chapter, it shall deny the application. Any denial or conditional approval by the Committee shall be in writing setting forth the reasons for the determination.

(b) Village Board. The Village Board shall consider the application and the recommendation of the Public Committee at its next scheduled meeting. The Village Board may approve, approve with conditions, or deny the application. Any denial or conditional approval by the Village Board shall be in writing setting forth the reasons for the determination. No approval shall be effective until the tourist rooming house has been inspected by the Building Inspector and Fire Inspector and found to contain no violations affecting the health or safety of occupants within one year of the application or renewal application filed with the Village Clerk.

(c) Issuance. The Village Clerk shall issue a permit for each tourist rooming house approved by the Village Board, subject to any required inspections under subsection (b) and payment of taxes, assessments and claims under Section 11-1. The permit shall contain all of the following information:

1. The name and address of the property owner.
2. The name, address and phone number of the local agent.
3. The maximum occupancy for the premises.
4. The permit term.
5. State lodging permit number.

6. Contact information for the Village.

§11-357 Renewal.

(a) Upon receipt of any renewal application and determination that the application is complete, the Village Clerk shall request reports from the Police Department and the Director of Community Development regarding any complaints received, calls for service or actions taken regarding the permitted properties. The Clerk shall issue renewal licenses within ten (10) days of the filing of the application unless the information provided is incomplete or otherwise not in compliance with the requirements of this Article or the reports from the Police Department and the Zoning Administrator indicate that there have been complaints or actions involving the property.

(b) If the Clerk finds that the license or permit should not be renewed because the application demonstrates that the requirements of Sections 11-352(b) and (c) and 11-354(a) and (b) are not met, or that due to complaints or actions during previous permit year, the application should be considered by the Public Safety Committee, the Clerk shall forward the application to the Public Safety Committee for action along with a written explanation of the reason for referral. Upon referral to the Public Safety Committee the procedures set forth in Section 11-356 shall apply.

§11-358 Inspections.

(a) Each separate unit which is offered for rental as a tourist rooming house is required to be inspected annually by the State and the Village Fire Inspector. If the State fails to inspect the tourist rooming house, the applicant may request that the building inspector conduct the inspection.

(b) If the Building Inspector conducts the inspection, the holder of a permit or license shall be responsible for payment of the inspection fees.

(c) If the Building Inspector or Fire Inspector at any time is unable to conduct an inspection due to denial of access, the tourist rooming house shall not operate until it has passed the inspection.

§11-359 Content of Nuisance Response Plans.

Each nuisance response plan accompanying an application for a permit required by this chapter shall contain the following information and otherwise be in a form required by the Village Clerk:

(a) The mailing address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a short-term vacation rental pursuant to the permit;

(b) The name, address and telephone number of the local agent(s) who will be available by telephone, and who will be responsible for promptly responding to or causing a

prompt response to a nuisance complaint arising out of the occupancy or use of the short term rental by tenants, their visitors or their guests. For the purposes of this Section, a return telephone call to a complainant within 45 minutes of the initial complaint shall be deemed "prompt".

(1) No more than a total of three persons shall be designated in the response plan as a person responsible for responding to or causing a response to a nuisance complaint; and

(2) Only one such person shall be designated as the person responsible for responding to a nuisance complaint during any particular hours of the day, different days in a week, or different weeks of the year;

(3) Any such person designated shall have the powers of a local agent.

(c) The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.

(d) The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this chapter, "timely corrective action" shall include, at a minimum, a telephone call to the primary adult occupant of the short-term vacation rental within 30 minutes of the initial nuisance complaint.

(e) The proposed maximum number of overnight occupants.

(f) The number of off-street parking spaces and number of bedrooms available at the short-term vacation rental.

§11-360 Display of Permit. Each permit shall be displayed on the inside of the main entrance door of each tourist rooming house.

§11-361 Standards for Tourist Rooming Houses. Each tourist rooming house shall comply with all applicable Village Ordinances and all the following requirements:

(a) **Space, Occupancy and Parking.** Each tourist rooming house shall have:

(1) not less than one bathroom for every six occupants;

(2) not less than 150 square feet of floor space for the first occupant thereof and at least an additional 100 square feet of floor space for every additional occupant thereof; the floor space shall be calculated on the basis of total habitable room area. Floor space is determined using interior measurements of each room. Floor space does not include kitchens, bathrooms, closets, garages, or rooms not meeting Uniform Dwelling Code requirements for occupancy.

(3) a maximum occupancy for any premises without a separate enclosed bedroom is two people;

(4) not less than one and one quarter onsite off-street parking spaces for every four occupants based upon maximum occupancy.

(b) Safety Requirements. Each tourist rooming house shall have:

(1) a safe, unobstructed means of egress leading to safe, open space at ground level;

(2) functional smoke detectors and carbon monoxide detectors in accordance with the requirements of Wis. Admin. Code Chap. SPS 362;

(3) no accessible wood burning fireplace unless the owner provides a certificate from a licensed commercial building inspector, dated not more than thirty (30) days prior to submission, certifying that the fireplace and chimney have been inspected and are in compliance with National Fire Prevention Association Fire Code Chapter 211 Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances.

(4) no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose on any balcony, deck or under any overhanging structure or within 10 feet of any structure.

(c) Orderly Operation and Use

(1) The owner and local agent shall comply with all terms of an approved nuisance response plan.

(2) No tourist rooming house shall permit any number of daytime guests of renters in excess of 100% of the maximum occupancy limit of the tourist rooming house to be present on the property at any time.

(3) The owner shall require the primary overnight and daytime occupant of the tourist rooming house to be an adult 18 years of age or older. This adult shall provide a telephone number to the owner or local agent and shall be accessible to the owner or local agent by telephone at all times.

(4) Prior to occupancy, the owner or local agent shall obtain the name, address, and driver's license number or a copy of the passport of the primary adult occupant of the tourist rooming house. The owner shall require that adult to sign a formal acknowledgement that he or she is legally responsible for compliance of all occupants of the tourist rooming house or their guests with all provisions of this chapter. This information shall be readily available upon request of any police officer or employee of the city authorized to enforce this chapter or state law.

(5) Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection. The owner of the tourist rooming house shall provide sufficient trash collection containers and service to meet the demand of the occupants.

(6) Each lease or rental agreement for a tourist rooming house shall include the following terms, notifications and disclosures, which shall also be posted in a conspicuous location inside the unit:

- a. The maximum number of overnight occupants and day use visitors that are permitted.
- b. The number of off-street parking spaces that are provided.
- c. Notification that on-street parking is extremely limited in some areas of the Village.
- d. The trash pick-up day and applicable rules and regulations pertaining to leaving or storing trash or refuse on the exterior of the property.
- e. Notification that the occupant may be cited or fined by the Village or immediately evicted by the owner or local agent, in addition to any other remedies available at law, for violating any other provisions of this Article.
- f. Notification that failure to conform to the occupancy requirements of the tourist rooming house is a violation of this Article.
- g. Notification that amplified sound, including radios, televisions and other electronic devices are subject to the Village's noise regulations as set forth in Sections 20-58, 20-59, 20-77, 20-79 and 20-80, copies of which shall also be provided.
- h. A recommendation that the occupant participate voluntarily in neighborhood quiet hours by avoiding parties and loud social events between the hours of 10:00 p.m. and 7:00 a.m.
- i. The name of the owner of the unit, local agent and a telephone number at which at least one or the other may be reached at all times.
- j. A copy of the "Good Neighbor Guidelines" which may from time to time be prepared by the permit administrator. These guidelines may include location-specific information, such as local speed limits and parking limitations.

- k. A copy of this Article and Sections 20-58, 20-59, 20-77, 20-79 and 20-80 of the McFarland Municipal Code, as it may be amended from time to time.

(7) Upon receipt of a nuisance complaint or upon notification that any occupant or guest of the short-term vacation rental has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of the McFarland Municipal Code or any state law, the owner or local agent shall promptly respond and take timely corrective action to prevent a recurrence of such conduct by those occupants or guests. Failure of the owner or local agent to respond promptly or to take timely corrective action regarding the condition, operation, or conduct of occupants of the tourist rooming house shall be a violation of this chapter. An owner or local agent is not required or authorized to act as a peace officer or to intervene in situations that pose a risk to personal safety. The owner, or local agent, shall maintain records of the name, violation, date, and time of each complaint, disturbance, response and corrective action.

(8) The owner or local agent shall keep written records documenting compliance with all elements of the performance standards and the approved nuisance response plan.

§11-362 Fees.

- (a) Permit Fees (per tourist rooming house).
- (1) Initial Permit application fee - \$500, plus \$50 for each non-owner local agent.
 - (2) Renewal Permit application fee - \$100.
 - (3) Change or addition of local agent - \$50.
- (b) Inspection Fees.
- Building Inspection - \$100
 - Fire Inspection - \$100

§11-363 Enforcement and Penalties. The following penalties shall be assessed for violations of this Article:

(a) A violation of Section 11-353 shall be punishable by a forfeiture of not less than Five Hundred Dollars (\$500), nor more than One Thousand Dollars (\$1,000) for each violation committed hereunder.

(b) Any other violation of any provision of this Article shall be punishable by a forfeiture of not less than One Hundred Dollars (\$100), nor more than Five Hundred Dollars (\$500) for each violation committed hereunder.

(c) In addition to any other penalty, any violation of this Article may result in the suspension or revocation of the permit as it applies to the tourist rooming house to which the violation relates or the permit relating to any other tourist rooming house owned or operated by the same owner or local agent, except that if any violation relates to actions or inactions on behalf of a non-owner local agent, no suspension or revocation may be imposed against any tourist rooming house owned by a different owner provided a different local agent is appointed within a reasonable period of time for the period the permit might otherwise be suspended or revoked.

(d) Penalties set forth in this section shall be in addition to all other remedies of injunction, abatement or costs whether existing under this Chapter or otherwise.”

The above and foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the _____ day of _____, 2015.

APPROVED:

Brad Czebotar, Village President

ATTEST:

Tracey K. Berman, Village Clerk

4846-4213-5080, v. 1

ORDINANCE 2015 - 06	
MOTION	SECOND
r	
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Adrian	Lytle
Brassington	Mooney
Czebotar	Utter, C
Kolk	
VOTING RESULTS	
Motion Carried:	
Motion Defeated:	

Fleming

Pauline Boness

From: Matthew J. Fleming <MFleming@murphydesmond.com>
Sent: Monday, March 14, 2016 2:16 PM
To: Pauline Boness
Subject: RE: Assembly Bill 583

Categories: Red Category

I'm not sure we are at a final version of this Bill yet. It has passed the Assembly, but I don't see that it I has passed the Senate yet. Assuming it does in a version similar to its current state, I think we will probably need to tweak the ordinance some. We have defined "tourist rooming house" with reference to the concept of short term rental which means anything less than 29 days. We also require tourist rooming houses to have a state tourist rooming house permit. Under this new law as currently drafted, residential dwelling rentals are excluded from the state definition of tourist rooming houses and wouldn't be required to get a tourist rooming house permit. I presume, however, we would still want our regulations to apply. Thus, while I think most of our ordinance can still apply, we should recognize this new definition so we don't require any units to obtain a permit they cannot obtain. I also think we probably need to make sure our 1000 foot requirement applies only to true tourist rooming houses and not to residential dwelling rentals.

Matthew J. Fleming
MURPHY DESMOND S.C.
(608) 268-5606 P | (608) 257-4333 F
33 East Main Street, Suite 500 | Madison, WI 53703
[website](#) | [map](#) | [email](#)



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From: Pauline Boness [mailto:Pauline.Boness@mcfarland.wi.us]
Sent: Monday, March 14, 2016 12:32 PM
To: Matthew J. Fleming
Subject: FW: Assembly Bill 583

In light of what was now passed on this topic by the State legislature, are we ok with regulating as drafted?

Pauline Boness
Community Dev. Dir.
Village of McFarland
608-838-3154
pauline.boness@mcfarland.wi.us

From: Matthew J. Fleming [mailto:MFleming@murphydesmond.com]
Sent: Thursday, December 17, 2015 11:26 AM
To: Pauline Boness
Cc: Marty Pilger
Subject: RE: Assembly Bill 583

I don't think we have to. Again, the new statute does not prevent us from regulating them, but only keeps us from prohibiting, regulating the duration or frequency of, or unreasonably restricting the rental of a residential dwelling for 7 consecutive days or longer."

Incorporating the definition of residential dwelling rentals could be a way we could keep the 1000 foot buffer, however. Residential dwelling rentals are residential dwellings that rent exclusively for periods of 7 days or longer. That is a subset of the broader definition of tourist rooming house. Thus, I think we could keep the 1000 foot buffer for those tourist rooming houses that rent for less than 7 days, but could not enforce it for those that rent exclusively for periods of at least a week. Of course, that may be neat and tidy for drafting purposes, but practical problems with applying that distinction may arise. That will have to be given some thought. Are the problems associated with vacation rentals of a week or longer really terribly different than the problems that might arise for weekend rentals (at least to the extent that the 1000 foot buffer is concerned)? I'm not sure they necessarily are. Then again, it seems reasonable to expect that one night or weekend renters may be more likely to be rowdier than week-long renters. In that case, it may make sense to continue the 1000 foot buffer for houses that allow rentals for less than a week.

Matthew J. Fleming
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From: Pauline Boness [<mailto:Pauline.Boness@mcfarland.wi.us>]
Sent: Thursday, December 17, 2015 9:06 AM
To: Matthew J. Fleming
Cc: Marty Pilger
Subject: RE: Assembly Bill 583

I would think we would have to revise the definition of tourist rooming house to exclude "residential dwelling rentals" and somehow reference this new legislation if it passes

Pauline Boness
Community Dev. Dir.
Village of McFarland
608-838-3154
pauline.boness@mcfarland.wi.us

From: Matthew J. Fleming [<mailto:MFleming@murphydesmond.com>]
Sent: Wednesday, December 16, 2015 5:48 PM
To: Pauline Boness; Eric Rindfleisch
Subject: Assembly Bill 583

Pauline:

In response to your voicemail from this morning, attached is the bill to which I believe you were referring. Under this bill the ordinance regulating tourist rooming houses I have drafted would not be preempted. I went back and review the ordinance in comparison with the bill. The only provision that sticks out to me as being

potentially troublesome is the 1000 foot spacing requirement. That may be regarded as either a prohibition or an unreasonable restriction under the statute. While the ordinance would not prohibit all such rentals, clearly it would act to prohibit such rentals for any houses within 1000 feet of existing establishments. Nothing else in the ordinance, however, strikes me as a problem. That's not to say that someone could not challenge some other aspect of the ordinance as constituting an unreasonable restriction. Certainly I believe everything has a rational basis. An unreasonable restriction standard may suggest that the public good served by the regulation would likely have to be measured against the burden it imposes. On that count as well I believe we should be good, but of course if there are consequences or effects we have not foreseen the outcome could be different. I tried to draft it, however, in such a way that it would be consistent with what I think a responsible operator should be doing anyway.

Let me know if you have any other questions.

Matthew J. Fleming
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Total Control Panel

[Login](#)

To: pauline.boness@mcfarland.wi.us [Remove this sender from my allow list](#)
From: m Fleming@murphydesmond.com

You received this message because the sender is on your allow list.

ITEM #8



Memorandum

TO: Plan Commission Members
FROM: Marty Pilger, Building Inspector
DATE: June 16, 2016
RE: May Property Maintenance Report

<u>ADDRESS</u>	<u>VIOLATIONS</u>	<u>STATUS</u>
4912 Marsh Road	Obtaining a building permit for the shed and moving it to the rear yard. (9/28/15)	Owner will have done by 6/1/16.
6227 Exchange Street	Furniture and junk stored on porch	(9/10/15) granted additional time to correct. (1/14/16) Unable to contact owner, will keep trying. February owner ticketed by Police Department
5115 Glen Road	Accumulation of junk and debris in yard. 1/14/16 – Second letter sent certified mail.	Re-inspected – 3/7/16 – Citation issued
5706 Wisconsin Street	Accumulated junk, lawnmower and unlicensed inoperable vehicles stored on property. Follow up 10/8/15.	Both vehicles are licensed. Owner has got one running and had moved from driveway. 1/14/16 Trying to schedule time to meet owner to prove if second car runs. 3/7/16 Still trying to schedule.

5521 N. Cook Street	Storage of comm. vehicles, more than four vehicles parked outside on property.	Citation issued

<u>LETTERS SENT IN MAY :</u>	<u>VIOLATION:</u>
5306 Olson Court	Grass/weeds over 8" – Noxious weeds
5323 Autumn Lane	Grass/weeds over 8" – Noxious weeds
4877 Larson Beach Road	People residing in commercially zoned space
5005 Valley Drive	Storage of commercial vehicles, rubbish, debris etc. stored on site, no home occupation on file.
5705 Leanne Lane	Grass/weeds over 8" – Noxious weeds
5508 N. Cook Street	Televisions and couch at curb of property
4704 Siggelkow Road	Unlicensed non-running vehicle on lawn
5706 Wisconsin Street	Grass/weeds over 8" – Noxious weeds
6228 Renee Court	Grass/weeds over 8" – Noxious weeds
6305 Lani Lane	Grass/weeds over 8" – Noxious weeds
5611 Lake Edge Road	Grass/weeds over 8" – Noxious weeds



Memorandum

TO: Plan Commission Members
 FROM: Marty Pilger, Building Inspector
 DATE: July 13, 2016
 RE: June Property Maintenance Report

ADDRESS	VIOLATION	STATUS
4912 Marsh Road	Obtaining a building permit for the shed and moving it to the rear yard. (9/28/15)	Owner will have done by 6/1/16.
6227 Exchange Street	Furniture and junk stored on porch	(9/10/15) granted additional time to correct. (1/14/16) Unable to contact owner, will keep trying. February owner ticketed by Police Department. July will be ticketed
5115 Glen Road	Accumulation of junk and debris in yard. 1/14/16 – Second letter sent certified mail.	Re-inspected – 3/7/16 – Citation issued – Owner has started to clean up per court ordered stipulation.
5706 Wisconsin Street	Accumulated junk, lawnmower and unlicensed inoperable vehicles stored on property. Follow up 10/8/15.	Both vehicles are licensed. Owner has got one running and had moved from driveway. 1/14/16 Trying to schedule time to meet owner to prove if second car runs. 3/7/16 Still trying to

		schedule.
5521 N. Cook Street	Storage of comm. vehicles, more than four vehicles parked outside on property.	Citation issued. Court date in August
5306 Olson Court	Grass/weeds over 8" – Noxious weeds	Citation issued
5323 Autumn Lane	Grass/weeds over 8" – Noxious weeds	Mowed by owner
4877 Larson Beach Road	People residing in commercially zoned space	In June space was empty
5005 Valley Drive	Storage of commercial vehicles, rubbish, debris etc. stored on site, no home occupation on file.	Follow up scheduled
5705 Leanne Lane	Grass/weeds over 8" – Noxious weeds	Mowed by public works in July
5508 N. Cook Street	Televisions and couch at curb of property	Items removed
4704 Siggelkow Road	Unlicensed non-running vehicle on lawn	Vehicle moved
5706 Wisconsin Street	Grass/weeds over 8" – Noxious weeds	Citation issued
6228 Renee Court	Grass/weeds over 8" – Noxious weeds	Mowed by owner
6305 Lani Lane	Grass/weeds over 8" – Noxious weeds	Partially mowed by owner – will be issued citation
5611 Lake Edge Road	Grass/weeds over 8" – Noxious weeds	Mowed by owner

<u>LETTERS SENT IN JUNE :</u>	<u>VIOLATION:</u>
--------------------------------------	--------------------------

Woodland Commons Lot 20	Grass/weeds over 8" – Noxious weeds
Lot 2 CSM Lexington Street	Grass/weeds over 8" – Noxious weeds
6208 Johnson Street	Fence around pool knocked down
6322 Exchange Street	Pile of debris at end of driveway
5206 Rustling Oaks	Grass/weeds over 8" – Noxious weeds
6104 Exchange Street	Grass/weeds over 8" – Noxious weeds
5313 Main Street	Vehicles parked on front lawn
5706 Wisconsin Street	Grass/weeds over 8" – Noxious weeds



Village of McFarland Comprehensive Plan Update
Monthly Progress Report
June 2016



Tasks	Completed Work	Anticipated Work
Work Element 1: Project Coordination	June	July
Task 1.1: Internal Project Kick-Off Activities	Task complete.	
Task 1.2: Coordinate Successful Project Completion	Follow-up article about survey to Thistle	meet with Pauline on 7/7
Task 1.3: Project Steering Committee Meetings		Piggyback on regular 7/18 PC mtg; may require follow-up meeting
Work Element 2: Stakeholder Participation		
Task 2.1: Other Committee/Stakeholder Meetings	Conducted Parks & Recreation and Chamber meetings; summarized results of May meetings; contacted Historical Society, Cemetery Assn, Rod & Gun Club	Public Safety – July 13, 6:30 p.m.— last of the 10 scheduled stakeholder meetings; summarize results of all in cover memo to PC for 7/18 meeting
Task 2.2: Web-Based Survey	Managed survey and assisted with publicity	Close survey; prepare analysis of results for 7/18 PC meeting
Task 2.3: Other Web-Based Communications	Continued updating webpage; Facebook now managed by Village staff	Post survey results to Web page and Facebook
Task 2.4: Community Meeting to Guide Plan Update		
Work Element 3: Plan Completion		
Task 3.1: Comprehensive Plan Maps		ID future land use, transportation, community facilities map changes
Task 3.2: Conditions and Issues Volume of Plan	Adjusted C&I volume based on committee meetings and contacts	Second draft to be made available on website and Village
Task 3.3: Vision and Directions Volume of Plan	Accumulated ideas for V&D report at committee meetings	Prepare list potential initiatives for discussion at 7/18 PC meeting
Task 3.4: Recommendation and Adoption of Plan		
Task 3.5: Production of Adopted Comprehensive Plan		

Handwritten signature/initials



Comprehensive Plan Meetings and Milestones Schedule

(Updated July 5, 2016; Subject to Further Change as Process Evolves)

Village Staff/Consultant Kick-off Meetings: *January 12 and 21, 2016*

- Discuss purpose and process for Comprehensive Plan update
- Discuss/refine public participation plan
- Finalize approach for Web-based communications and survey
- Identify community facility and utility conditions and needs
- Respond to questions related to completion of Conditions and Issues volume

Consultant Shares First Draft of Conditions and Issues Volume: *March 2016*

Plan Commission Meeting #1: *March 31, 2016*

- Share purpose and process for Comprehensive Plan update
- Discuss potential vision, themes, directions, and challenges for Plan
- Review draft web-based community survey

Plan Commission Meeting #2: *April 18, 2016*

- Finalize web-based community survey
- Assist with identification of community groups/committees with which to meet
- Present first draft of Conditions and Issues Volume of Plan and invite comments

Consultant Conducts Web-Based Community Survey: *April-June 2016*

Other Committee and Community Group Meetings (up to 14): *late April-July 2016*

- Meet with Community Development Authority (May 4th); Public Works Committee (May 10th); Parks, Recreation and Natural Resources Committee (June 16th); Public Utilities Committee (May 17th); Landmarks Commission (April 28th); Senior Outreach Committee (May 19th); and Public Safety Committee (July 13th)
- Meet with School District to coordinate planning processes and objectives (May 9th)
- Meet and talk with other stakeholder groups, including Chamber of Commerce (June 14th) and McFarland High School Student Advisory Group (May 19th)
- Within these meetings:
 - Reviewed Conditions and Issues volume chapter(s) related to group's focus
 - Discussed potential vision and initiatives for Village Comprehensive Plan
 - Identified their initiatives and plans that intersect with Village Plan

Consultant Proposes Draft Materials for Vision and Directions Volume: *July 2016*

- Draft community vision statement/format
- Preliminary description of specific initiatives for volume
- Draft future land use map and associated policies
- Draft future transportation/community facilities map

Consultant Prepares Next Draft of Conditions and Issues Volume of Plan: *July 2016*

Plan Commission Meeting #3: *July 18, 2016*

- Review results of the other committee and stakeholder group meetings
- Review results of Web survey
- Review and revise preliminary vision, initiatives, and map changes for Vision and Directions Volume of Plan

Plan Commission Meeting #4: *early August 2016*

- Complete discussion of topics not discussed or finalized at late July meeting

Village Board Check-in Meeting: *August 2016*

- Review outcomes of Plan Commission meetings #3 and #4
- Provide policy direction on key issues and Plan recommendations

Consultant Prepares First Draft of Vision and Directions Volume of Plan: *August-early Sept.*

Plan Commission Meetings #5 and #6: *late September 2016*

- Review and advise changes to first draft of Vision and Directions Volume
- Prepare for community presentation and input meeting
- Consider follow-up stakeholder meetings to review associated chapters (e.g., CDA, Public Works)

Consultant Prepares Second Draft of Vision and Directions Volume of Plan: *early October 2016*

Community Presentation on Draft Plan: *October 2016*

- Invite Board, public, members of earlier committees/groups, and adjoining/overlapping communities to attend and provide input

Consultant Prepares Approval Draft of Vision and Directions Volume: *late October 2016*

Joint Village Board/Plan Commission Meeting/Hearing: *November-early December 2016*

- Hold formal public hearing on Comprehensive Plan
- Plan Commission recommends Comprehensive Plan for Village Board adoption
- Board adopts Comprehensive Plan

Consultant Prepares Adopted Versions of Both Volumes of Plan: *December 2016*

- Also, follow distribution requirements under Section 66.1001 of Statutes