



City of Fitchburg  
 Planning/Zoning Department  
 5520 Lacy Road  
 Fitchburg, WI 53711  
 (608-270-4200)

## ARCHITECTURAL & DESIGN REVIEW APPLICATION

**Applicant/Contact Person:** Amanda Fisher

**Address:** 5345 Nobel Dr. **Phone Number of Contact Person:** 608673-4110-

**City, State, Zip Code:** Fitchburg WI 53711 **Email of Contact Person:** oneglenn.manager@

**Project Address:** 2591 Bob's drive **Lot:** 2 **Subdivision:** \_\_\_\_\_

**Project Type:**  **Multi-Family**  **Commercial**  **Industrial**  landscaping  **Other**  
 **New**  **Addition**

**Impervious Surface Ratio (ISR):** \_\_\_\_\_ (City Standard: maximum 65% ISR)

All items listed below must be included with the application to be considered complete. If an item is not included with the application, the applicant must provide in writing the basis for not including it. Building and site plans submitted to the Fitchburg Plan Commission for architectural and design review shall contain the following information:

**Site Data:**

- 1. Lot or property dimensions.
- 2. Orientation (to north).
- 3. Adjacent highways, roads, drive, etc.
- 4. Existing natural features (rivers, ponds, wetlands).
- 5. Existing buildings and/or improvements.
- 6. Existing and proposed site drainage.
- 7. Utility plans, including main/lateral sizes and existing fire hydrants on site or within 300 feet of the site
- 8. ISR shall be indicated on all plans.
- 9. Stormwater management plans and details, including grading plan.
- 10. Lighting plan in footcandles and light fixture cut sheets.

**Building:**

- 1. Building size, configuration and orientation.
- 2. Distance from lot lines.
- 3. Distance from other buildings, improvements and natural features.
- 4. Location of well, septic tank, drainfield, etc. (if applicable)
- 5. Additional proposed additions or new structures, including trash/recycling enclosure(s).
- 6. Construction type (wood frame, structural steel, etc.).
- 7. Foundation type (full basement, slab on grade, etc.).
- 8. Number of levels.
- 9. Siding/exterior covering type, color, texture, etc.
- 10. Roof type (gable, hip, shed, flat, etc.) and pitch.
- 11. Roofing material type, color, texture, etc.
- 12. Exterior door and window location, size, type, etc.
- 13. Fire protection sprinklers or fire alarm systems.

**Ingress, Egress, Parking:**

- 1. Location of highway and road access points.
- 2. Location, size, configuration of drivers and walks.
- 3. Number, size, location of parking spaces.
- 4. Location of handicapped parking and accessible building entrances.
- 5. Bicycle rack(s).

**Landscaping:**

- 1. Location, species, size of existing trees, shrubs, and plantings.
- 2. Location, species, size of proposed plantings.
- 3. Location and size of all paved, seeded/sodded and gravelled areas.
- 4. Location of all retaining walls, fences, berms and other landscape features.

**\*It is highly recommended that an applicant hold at least one neighborhood meeting prior to submitting an ADR application to identify any concerns or issues of surrounding residents.**

The preceding information is considered to be the minimum information for submission, and the City may require additional information for its review. Any interpretations provided by city officials as the result of submitting the attached information are based on the submitted plans, and any plan changes, may affect the interpretations.

It is the responsibility of the owner/applicant to insure compliance with all local and state requirements. The below signed applicant acknowledges the above information and hereby submits the attached information for the City's Architectural and Design Review Process.

Signed: Amanda Fisher

Applicant or Authorized Agent

Date:

5/17

**\*\*\* Application shall be accompanied by one (1) sets of full-size plans, two (2) sets no larger than 11"x17", and one (1) pdf document of the complete submittal to [planning@fitchburgwi.gov](mailto:planning@fitchburgwi.gov). Applications are due at least 4 weeks prior to the desired Plan Commission Meeting. The time frame assumes a complete set of plans is provided, and if it is not provided the Plan Commission date will be adjusted.**

**FOR CITY USE ONLY**

Date Received: \_\_\_\_\_ Plan Commission Date: \_\_\_\_\_

Comments:

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1 Glenn Place Apartments would like to building community gathering space near the 2591 building

The time the area will be available is sun up to sun down

This space will be a 16ft by 14ft oval in the green space to the north of the building.

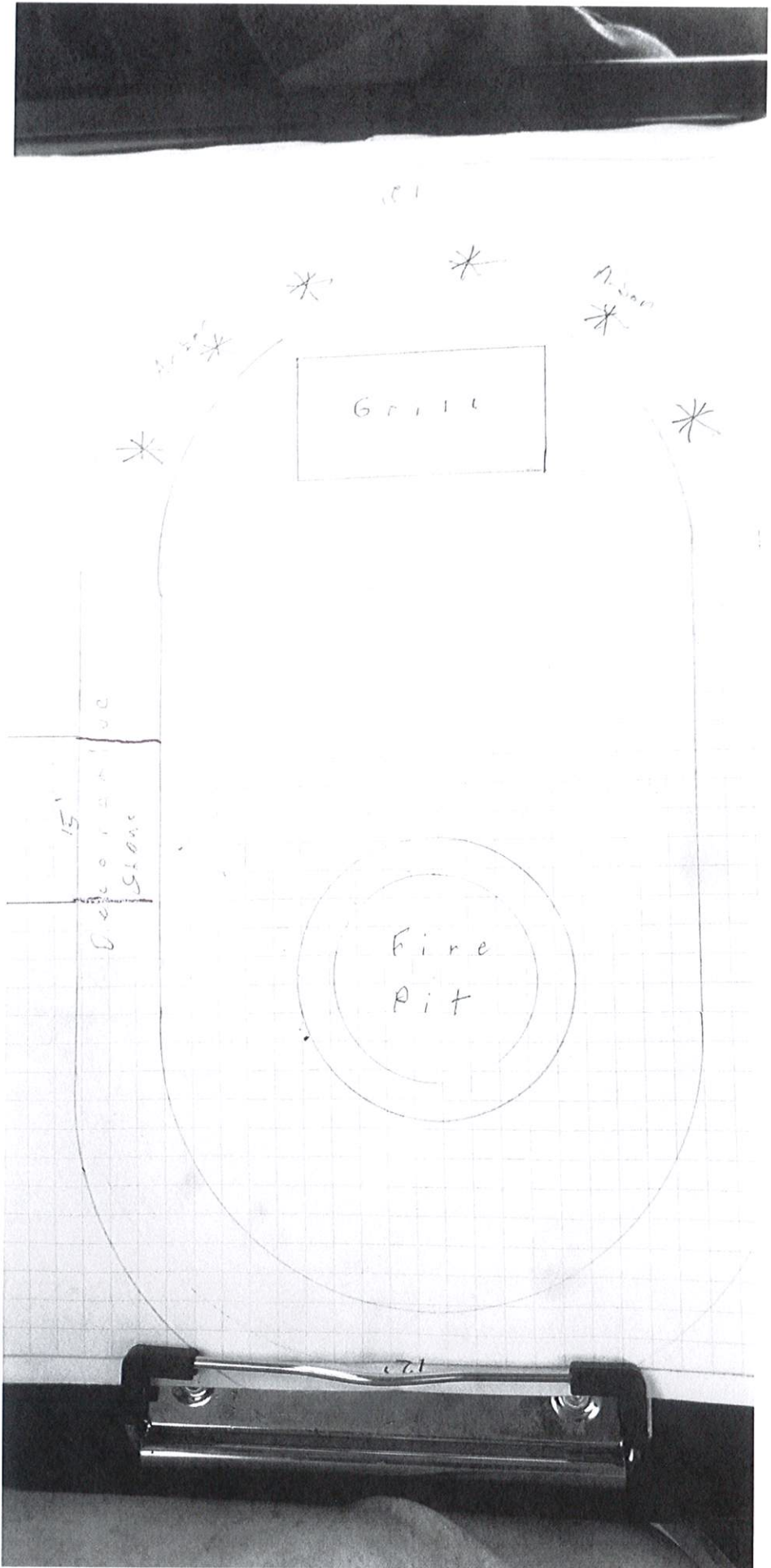
We will build a sidewalk that comes off the parking lot that will allow equal access to all looking to enjoy the space.

There will be a 1 foot decorative rock border around the concrete slab that will match the existing landscaping around the buildings as well a a border of Arbors to the west of the grill to offer a more private area to the current residents.

We will be 15 feet from the sidewalk and over 20feet from the building.

This area will host a 5ft natural gas grill and 5 foot round firepit. Similar to what is near the 5351 building.

Graceful will be performing the work for us. Attached is the drawing to provide a better understanding of the plan to build.



YOU ARE HERE  
N  
↑  
→ E  
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2600  
BUILDING 'D2'  
2 STORIES  
8 UNITS  
3/1  
PARCEL 14

2602  
BUILDING 'C3'  
2 STORIES  
8 UNITS  
6/1  
PROPOSED PARCEL LINE

2603  
BUILDING 'D1'  
2 STORIES  
8 UNITS  
7/1  
PARCEL 15  
PROPOSED PARCEL LINE

2594  
BUILDING 'C2'  
2 STORIES  
8 UNITS  
9/3/94  
PARCEL 16

2691  
BUILDING 'C1'  
2 STORIES  
8 UNITS  
10/15

5355  
BUILDING 'B2'  
3 STORIES  
51 UNITS  
10/1 - 14A  
9/13 - 2nd/3rd  
Floor  
PARCEL 108

BUILDING 'T1'  
2 STORIES  
7 UNITS  
5345  
2/1  
PARCEL 32

5359  
BUILDING 'B1'  
3 STORIES  
51 UNITS  
4/1  
LOADING

5351  
BUILDING 'A1'  
3 STORIES  
42 UNITS  
4/15-7/1  
POOL  
LOADING  
SETBACK

SMOKY TRAIL

NOBEL DRIVE

BOB'S DRIVE

SIGN

GREEN SPACE

MAIL

SIGN

SETBACK



Ideal location for new area



J35/ area



# GRACEFUL

515 West Fulton Street Unit C • Edgerton, WI 53534 • Phone: 6089990941

One Glenn - Amanda Fisher  
6086734110

5351 Noble Dr  
Fitchburg, WI

**Print-date:** 5-17-2022

## Price Breakdown

Title	Description	Price
Concrete Patio	15x12 with a 2x6ft addition for grill Level ground area with the excavation that needs to come out. Haul away any excavation that is no longer needed  Rounded off as discussed	\$4,400.00
Landscaping	Rock edge border with landscaping trees	\$2,000.00
Sidewalk	Sidewalk from equipment room to new pad Steps installed based on height needed (should not require any railing, should only be 1 step up)	\$2,000.00
Grill	This is a budgeted number based on the 5ft grill kits that we left with you. After delivery and taxes this is around that price plus the install.	\$6,000.00
Gas Fireplace	Built in permanent gas fireplace	\$3,500.00
Plumber	This is a budgeted number for plumber to run the piping. This number could fluctuate above or below, we will get some estimates and go with the most affordable option with a good track record of work.  \$400 for timers and installation	\$2,400.00
Concrete Patio	4 inch slab Excavate to maintain even surface Brushed finish Soff cut joints 14x9 This is priced while we are there doing the other slab, good discounted price. Great size to add a table and grill to later.	\$1,500.00

**Total Price: \$21,800.00**

**Note:** This proposal does not include sales tax, relocating underground utilities, trenching, final grade (fine grade, seed and straw), nor anything not specifically stated herein. This proposal covers only those items included above. We take great pride in the base preparation of every concrete job. However, concrete is guaranteed to crack at some point, whether is the

following day or 10 years later. If there are any major separation due to craftsmanship during the first year then we will fix it. Any change in the intended scope of work outlined here, or any additional work items, will be handled as a change and may result in additional cost.

**Payments to be made as follows:**

Half down due upon acceptance of proposal and to get scheduled on our calendar. Balance due upon completion. Any credit and/or debit cards have a 3% fee.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications, requested by Customer, involving extra cost, will be executed and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, Acts of God or other delays beyond our control. Customer is to carry builder's risk, fire, tornado, and other necessary insurances. Our workers are fully covered by Worker's Compensation insurance and General Liability Insurance

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#### ACCEPTANCE OF PROPOSAL

The within price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. The individual signing below personally guarantees performance of this contract on behalf of the Customer.

Attachment "A" Includes Additional Terms and Conditions binding upon Customer as part of this contract.

**Please Read It.**

**IF THIS IS A TENANT IMPROVEMENT, GRACEFUL LLC, REQUIRES DIRECT AUTHORITY FROM THE OWNER OF THE PROPERTY, IN THE FORM SET FORTH BELOW, BEFORE PROCEEDING:**

I hereby acknowledge receipt of a copy of this contract and acknowledge that my tenant, signing above has my authority as owner of the property to contract for these alterations and/or improvements to my property. I understand that I am not obligated to pay for such alterations or improvements, but in the event of nonpayment by my tenant, I understand the property involved may be subject to lien for amounts due.

#### ATTACHMENT A

#### NOTICE OF LIEN RIGHTS

**AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, GRACEFUL LLC, HEREBY NOTIFIES CUSTOMER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CUSTOMER'S LAND MAY HAVE LIEN RIGHTS ON CUSTOMER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE GRACEFUL LLC, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CUSTOMER OR THOSE WHO GIVE THE CUSTOMER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CUSTOMER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH SUCH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. GRACEFUL LLC. AGREES TO COOPERATE WITH THE CUSTOMER AND THE CUSTOMER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

#### NOTICE CONCERNING RESIDENTIAL CONSTRUCTION DEFECTS

If this is a residential project, Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or pool supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or pool supplier. All parties are bound by applicable warranty provisions.

#### ADDITIONAL CONTRACT TERMS AND CONDITIONS

**1. STANDARD EXCLUSIONS:** Unless specifically included, this Proposal/Agreement does not include labor or materials for the following work (any Exclusions in this paragraph which have been lined out and initialed by the parties do not apply to this Agreement): Removal and disposal of any materials containing asbestos or any other hazardous material as defined by the EPA; Custom milling of any wood for use in project; Moving Customer's property around the site; Labor or materials required to repair or replace any Customer-supplied materials; Repair of concealed underground utilities not located on prints or physically staked out by Customer

which are damaged during construction; Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines); Final construction cleaning (Contractor will leave site in "rake swept" condition); Landscaping and irrigation work of any kind; Temporary sanitation, power, or fencing, correction of existing out-of-plumb or out-of-level conditions in existing structure.

**2. CHANGE ORDERS:** On fixed contracts, every oral direction of the customer or the customer's authorized agent, if it entails additional time or expense, shall be handled as a change order. Change orders shall be reduced to writing by the contractor, and signed by the customer. The Work, as modified by the customer's or the customer's agent's oral directions, may proceed at the discretion of the contractor unless Customer objects in writing to a written change order within five (5) days of presentation by Contractor, including both an explanation of the reasons for the objection and a statement of the amount the Customer believes is reasonably related to the directed changes, the change order shall be deemed accepted whether signed by the customer or not, and the Customer shall be bound by it, all objections having been waived. Customer shall be responsible for such additional cost or delay as may reasonably relate to the directed changes.

**3. CONCEALED AND SUBSURFACE CONDITIONS:** This Proposal is based solely on the observations Contractor was able to make with the structure and land in its current condition at the time this Agreement was bid. If additional Concealed Conditions or Unanticipated Subsurface Conditions are discovered once work has commenced which were not visible or anticipated at the time this proposal was bid, Contractor will stop work and point out these unforeseen conditions to Customer so that Customer and Contractor can execute a Change Order for any Additional Work. If the customer or the customer's agent directs the work to proceed, or fails to promptly respond to the Contractor, the work will proceed and the customer shall be responsible for the additional cost or delay as may reasonably relate to the unforeseen conditions.

**4. PRE-EXISTING CONDITIONS:** With respect to remodeling and repair work, Contractor provides no warranty as to pre-existing conditions not altered by Contractor's work. Customer and customer's agent agrees to fully indemnify and hold harmless, Contractor and Subcontractors (if applicable) in the event that such pre-existing conditions (including the work of earlier Contractors) should result in loss, liability, litigation or damages to the work installed under this contract.

**5. CHANGES REQUIRED BY PLAN REVIEWERS OR FIELD INSPECTORS:** Any increase in the Work which is required by plan reviewers or field inspectors with city, county, or state zoning/environmental/building/planning departments or agencies will be treated as Additional Work to this Agreement for which the Contractor will issue a Change Order.

**6. HOLD BACK FROM FINAL PAYMENT FOR PUNCH LIST WORK:** At time of making the final contract payment, Customer may hold back 150% of the value of all Punch List work. Customer and Contractor will place a fair and reasonable value on each Punch List item at time of Punch List walk-through with Customer. Contractor and Customer will then execute the Punch List form. This 150% hold back for Punch List work assures Customer that all Punch List work will be completed by Contractor in a timely manner. Payment for completed Punch List items is due and payable upon submittal of invoice for those completed items, even though entire Punch List is not completed.

**7. DELAYED PAYMENT PENALTIES:** Penalty interest charges will be applied on all late payments under this Agreement. Penalty interest is 1% per month on residential work, 1 1/2 % per month on commercial work. "Late Payments" are defined as any payment not received within 30 days of receipt of invoice from Contractor. Interest accrues from date of invoice. All payments are applied first to costs of collection, then to interest, and then to principal. Credit is not being extended under this Contract. Failure to make payments when due is a material breach of contract. All payments on this obligation or any resulting judgment will be applied first to costs of collection under paragraph 10 below, if any, next to accrued interest, and the balance to principal. The obligations of this paragraph shall continue to apply until actual payment in full, notwithstanding the reduction to judgment of the underlying obligation.

**8. WORK STOPPAGE AND TERMINATION OF AGREEMENT FOR DEFAULT:** Contractor shall have the right to stop all work on the project and keep the job idle if payments are not made to Contractor in accordance with the Payment Schedule in this Agreement, or if Customer repeatedly fails or refuses to furnish Contractor with access to the job site and /or product selections or information necessary for the advancement of Contractor's

work or unreasonably refuses to execute a Change Order for work directed by the Customer. Simultaneous with stopping work on the project, the Contractor must give Customer written notice of the nature of Customer's default and must also give the Customer a 14-day period in which to cure this default.

If work is stopped due to any of the above reasons (or for any other material breach of contract by Customer) for a period of 14 days, and the Customer, in the sole opinion of the contractor, has failed to take significant steps to cure his default, then Contractor may, without prejudicing any other remedies Contractor may have, give written notice of termination of the Agreement to Customer and demand payment for all completed work and materials ordered through the date of work stoppage, and any other loss sustained by Contractor, including Contractor's Profit and Overhead at the rate of 15% on the balance of the incomplete work under the Agreement. Thereafter, Contractor is relieved from all other contractual duties, including all Punch List and warranty work.

If at any time during performance of this contract, in the sole judgment of Contractor, the financial condition of the Purchaser puts payment to Contractor at risk, Contractor may require full or partial payment in advance, regardless of the original terms of payment. In the event of bankruptcy or insolvency of the Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Contractor shall be entitled to cancel any order or ongoing service then outstanding at any time during the period allowed for lifting claims against the estate and shall receive reimbursement for its proper cancellation charges.

**9. COMMENCEMENT AND COMPLETION:** On residential construction and remodeling projects, unless otherwise noted on the reverse side, the start date will be within 60 days of acceptance of this proposal, and the completion date will be within 27 days after the actual start date. If for reasons beyond the direct control of Contractor, start or completion is delayed, Purchaser shall not unreasonably refuse to execute a change order reflecting the delayed start or completion date.

**10. DISPUTE RESOLUTION AND ATTORNEY'S FEES:** Any controversy or claim arising out of or related to this Agreement involving an amount of less than \$5,000 (or the maximum limit of the court) must be heard in the Small Claims Division of the Dane County Circuit Court, Madison, Wisconsin. Any controversy or claim arising out of or related to this Agreement which is over the dollar limit or outside the jurisdiction of the Small Claims Court shall be brought and heard in the courts of the state of Wisconsin. The substantially prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of their costs of the action, including reasonable actual (a) attorney's fees, (b) expert witness fees, (c) witness expense, (d) out of pocket costs, and (e) other litigation related expenses. The obligations of this paragraph shall continue to apply until actual payment in full, notwithstanding the reduction to judgment of the underlying obligation.

**11. LIMITED WARRANTY:** For a period of one-year following substantial completion of all work, Contractor warrants that all Contractor- and Subcontractor-supplied labor and materials used in this project to be free from defect. Substantial completion is the issuance of an occupancy permit or the completion of the work necessary for the premises to serve their intended purpose, whichever comes first.

No warranty is provided by Contractor on any materials furnished by the Customer for installation. No warranty is provided on any existing materials that are moved and/or reinstalled by the Contractor within the dwelling (including any warranty that existing/used materials will not be damaged during the removal and reinstallation process). One year after substantial completion of the project, the Customer's sole remedy (for materials and labor) on all materials that are covered by a manufacturer's warranty is strictly with the manufacturer, not with the Contractor.

Repair of the following items is specifically excluded from Contractor's warranty: Damages resulting from lack of Customer maintenance; damages resulting from Customer abuse or ordinary wear and tear; deviations that arise such as the minor cracking of concrete, earth settling, shrinking/cracking of grouts and caulking; fading of paints and finishes exposed to sunlight; damage or movement caused by wind, waves, ice or any combination thereof. These risks are specifically assumed by the customer as part of this contract.

**THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT**

**PERMISSIBLE UNDER STATE AND FEDERAL LAW.**

**12. FINAL CONTRACT:** When accepted, this Proposal becomes the parties' full, final and only contract. Any oral representations made during negotiations and not embodied in this Proposal are not part of this proposal, can not be relied on, are not binding, and will not be part of the parties' contract. This Proposal, including all written change orders to it, contains the entire agreement of the parties regarding the transaction. All prior negotiations and discussion have been merged into this Proposal. Customer acknowledges that in accepting this Proposal, Customer has not relied on any representations made by the Contractor other than those embodied in this Proposal. **This contract is not assignable by Customer without written approval of Contractor.**

**13. CANCELATIONS:** Any cancelations after 72 hours will have a cancelation fee of 10% of the down payment due to a lost opportunity. Any materials purchased with the down payment will be the Customer's. Materials cannot always be returned for full refund. Any charges incurred will be the Customer's responsibility and it will come out of the down payment. Any refunds will be issued within 15 days as per state law in the form of a check payable to the party that made the down payment. Any time spent on the project will be noted on final estimate and billed out at \$100 per hour. This charge is not limited to physical labor, it includes but not limited to travel, planning, research, and time spent talking with Customer.

**Signature:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_