11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2904
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www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, January 27, 2025
6:00 PM
Christine Nuernberg Hall

Agenda

1) Call to Order, Roll Call

a) Approval of Minutes from December 2, 2024

2) Consent Agenda

a) Paul Apfelbach for Brookfield 16, LLC. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 3319 W. Mequon Road.

b) Christian Life Church. The applicant is seeking land use plan amendment approval for the property located at 2803 W. Mequon Road.

3) Public Hearing

a) Catalyst Construction. The application is seeking conditional use grant approval to allow for an accessory dwelling for the property located at 2707 W. Cassel Lane.

4) Regular Business

a) David Roettgers for Roettgers Company. The applicant is seeking minor request for master sign plan approval for the property located 11155 N. Wauwatosa Road (Mobil

b) Brixmor SPE 1 LLC. The applicant is seeking minor request for master sign plan approval for the property located at 10906-11116 N. Port Washington Road (Mequon Pavilions).

c) Technical Engineering Consultants, LLC. The applicant is seeking final plat, development agreement and concept plan approval to allow for a 37-lot subdivision for the property located at 1310 W. Highland Road (Highland Road Meadows).

5) Announcements

The next meeting is Monday, February 24, 2025, at 6:00 p.m.

6) Adjourn

Dated: January 23, 2025 /s/ Andrew Nerbun, Chair

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

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

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

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Department of Community Development
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PLANNING COMMISSION
Regular Meeting
Monday, December 2, 2024
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:
Chair Andrew Nerbun
Alderman Robert Strzelczyk
Commissioner Bruce Barnes
Commissioner Martin Choren
Commissioner Rebecca Schaefer
Commissioner John Stoker
Commissioner Nancy Urbani
Commissioner Stephanie Hawley - **Absent**

a) Approval of Minutes from 10.21.24

Action
Ald. Strzelczyk made a motion to approve the October 21, 2024, meeting minutes. Commissioner Urbani seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED [7 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Nancy Urbani, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

2) Consent

a) I-Mequon 1 LLC for ICAP Development. The Applicant is seeking minor request for sign waiver approval to allow for a monument sign to be built prior to development of the site located at 10931 N. Port Washington Road and for off premises signage to benefit 10921 N. Port Washington Road.

b) Mark Hilgendorf for Trinity Lutheran Church. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 11450 N. Wauwatosa Road.

c) Pointe Real Estate. The applicant is seeking final plat approval to allow for Phase 1 of the Swan Ridge Farms subdivision consisting of a total of 41-lots for the lands immediately south of and west of 10129 N. Swan Road.

Action
Commissioner Stoker made a motion to approve the three items on the Consent Agenda.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED [7 TO 0]**
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

3) Public Hearing

a) Victory Homes of Wisconsin for Brian & Carolyn Timmis. The applicant is seeking conditional use grant approval to allow for a guest house for the property located at 3131 W. Donges Bay Road.

Commissioner Stoker recused himself.

Action
Commissioner Choren made a motion to open a public hearing.
Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (7-0)

Public Comment
No public comment

Action
Commissioner Choren made a motion to close the public hearing.
Commission Schaefer seconded the motion.
A voice vote was taken; vote passed (7-0)

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

Assistant Director Jac Zader stated that this request is for a guest house on an R-2 zoned property which requires a conditional use grant. The only unresolved issue is the warming drawer which staff consider a stove/oven and request that it be removed from the submittal. Other than this one issue, staff recommend approval.

The applicant explained that the warming drawer is not for cooking but for keeping food items warm at the pool house. They specifically designed the plan without a stove for cooking.

Asst. Dir. Zader cautioned the Commission that some warming drawers can be used like a slow cooker and that this issue is really an interpretation of the code, but cautioned that approving this could be a slippery slope for future submittals.

The Commission discussed this issue and there was consensus that the warming drawer should be allowed with the condition that it shall not exceed a specified temperature.

Action
Ald. Strzelczyk made a motion to approve the CUG with the condition that the warming drawer does not exceed 200 degrees.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (6-0)

RESULT:	**APPROVED WITH CONDITIONS [6 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Urbani
ABSENT:	Hawley
RECUSED:	Stoker

b) Neil Fleischhacker for Eastwood Nest LLC. The applicant is seeking conditional use grant approval to allow for warehousing for the property located at 6300-6320 Eastwood Court.

Action
Commissioner Schaefer made a motion to open a public hearing.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (7-0)

Public Comment
No public comment

Action
Commissioner Schaefer made a motion to close the public hearing.
Commission Stoker seconded the motion.
A voice vote was taken; vote passed (7-0)

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

Asst. Dir. Zader stated that this is a fire restoration business in an existing multi-tenant building. There are no outstanding conditions or issues with the proposal with the clarification that there shall be no outside storage. Staff recommend approval.

Action
Commissioner Stoker made a motion to approve the conditional use grant.
Commission Choren seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED [7 TO 0]**
MOVER:	John Stoker, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

c) Ozaukee Washington Land Trust. The applicant is seeking conditional use grant approval for a nature preserve and minor request approval to allow for a parking lot for the property located at 4513 W. Bonniwell Road (Spirit Lake).

Action
Commissioner Choren made a motion to close the public hearing.
Commission Schaefer seconded the motion.
A voice vote was taken; vote passed (7-0)

Public Comment

Bob & Jean Buege - 4800 W. Bonniwell Road - live directly across the street; opposed to the hunting but not the parking lot. They have had bb's hitting their home on multiple occasions. They believe there should be signage and a limit on the number of people allowed to hunt at a time as this is a safety issue.

Ald. Strzelczyk, as the alderman for this district, stated that he will advocate for signage to be added to acknowledge the buffer zone.

Asst. Dir. Zader stated the local regulation allows for small game and deer to be hunted on this land.

Kevin White - 4900 W. Bonniwell Road - not opposed but he is concerned about the parking lot. He is not in favor of a gravel parking lot and wants more information on how it is going to be regulated (hours of operation, garbage). The parking lot is proposed to be directly in front of several homes along Bonniwell.

Scott Siefert - 4823 W. Bonniwell Road - his property is located in Spirit Lake. He is supportive of the parking lot as there are cars constantly parking along the side of the road in this location which tears up the ditches. He is somewhat conflicted about this proposal as he supports the walkers and the access to Spirit Lake but is not necessarily supportive of hunting in this location.

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

He has had several incidents in which his house is peppered with bullets, but he does not always call to report this to the police.

Kevin Kwiatkowski - 13425 N. Laurel Lane -he lives adjacent to Spirit Lake. He is concerned with the safety of the cars parked along Bonniwell Road as it blocks traffic traveling there. He is concerned about the control and maintenance of the parking lot.

David Sedlacek, who works for OWLT, stated that they wish some things about hunting could be changed but it is managed locally. He explained that the parking lot will be checked weekly for garbage and the end of the access lane will be gated to prevent vehicular traffic from entering the preserve.

Action
Commissioner Choren made a motion to close the public hearing.
Commission Schaefer seconded the motion.
A voice vote was taken; vote passed (7-0)

The Commission discussed issues including the ditch needing repair work on Bonniwell Road where cars have been parking along the road, the hours of the parking lot vs. the hours of the nature preserve, signage that should be installed, garbage can requirement for the parking lot and possible changes to the existing hunting permissions and a date to review.

Asst. Dir. Zader stated that the police department reiterated that a permit is needed to hunt, no rifles are allowed and they did not communicate that there have been issues or concerns from the residents in the area.

Ald. Strzelczyk expressed his concerns about the public feedback from the neighboring residents and he wants to ensure that this area is safe for everyone to enjoy. He believes a full review of the safety concerns needs to be done. He does support the proposed parking lot.

The Mayor summarized feedback from the Commission discussion and identified the following issues to be addressed:

- Review by Public Safety Committee, within 3 months, of safety concerns including police reports (results may trigger modifications to the CUG conditions).
- "No Parking" signs along Bonniwell Road shall be installed.
- Signage for users entering the park to be located in the parking lot (hunter obligations, "permitted only", and passive uses).
- "No Discharge" signs shall be installed on the north side of the property.
- Review conditions of the parking lot, including garbage, 12 months after approval.

Action
Commissioner Barnes made a motion to approve the CUG including the conditions outlined above and the staff conditions in the report.
Ald. Strzekecyk seconded the motion.
A roll call vote was taken; vote passed (7-0)

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

RESULT:	**APPROVED WITH CONDITIONS [7 TO 0]**
MOVER:	Bruce Barnes, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

4) Regular Business

a) Christian Life Church. The applicant is seeking building and site plan amendment approval to allow for a renovation and an approximately 17,512 sq. ft. addition to the existing church building including a new canopy and drop-off drive for the property located at 2909 W. Mequon Road.

Public Feedback

Lewis Chamoy - 11000 Sabra Court - stated that his home is located behind the church and he is concerned about the construction traffic an wants confirmation that he will have continuous access to his residence and that the driveway will remain clear.

Asst. Dir. Zader stated that this is part 1 of a 2-part request. This is for a building and site plan amendment for a 17,512 sq. ft. addition to the church to include a new worship space, new entrance and a canopy. The addition will be located in the back of the building. There will be loss of a few parking spaces.

Staff are concerned about the use of precast without any windows on the southwest elevation. Staff recommend additional windows on the north elevation of the building. Wall packs need to be full cut off. Staff recommend approval per the conditions in the staff report.

Staff confirmed the wetlands on the site will be avoided per the proposed construction plans.

The applicant explained that the current sanctuary faces the east and the new addition is attempting to control light issues there and that is the reason for the lack of windows on the north elevation.

Action

Commissioner Stoker made a motion to approve the item per staff conditions, the driveway (Sabra Court) shall remain unimpeded during construction with full access for the residence to the south.
Commission Choren made a friendly amendment to eliminate the condition to require windows on the southwest elevation due to the unique use of the building and lighting affecting the alter.
Ald. Strzelczky seconded the motion.
A voice vote was taken; vote passed (7-0)

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

RESULT:	**APPROVED WITH CONDITIONS [6 TO 0]**
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

b) Christian Life Church. The applicant is seeking rezoning recommendation from R-3 to IPS zoning with PUD (Planned Unit Development) overlay approval to allow for an addition to the existing church to include future parking and garage for the property located at 2803 W. Mequon Road.

Asst. Dir. Zader stated the CSM was recently approved to combine the 2 parcels into 1. Staff supports the rezoning but as a protection for the neighbor to the east, it can only be used as a church facility with a PUD over the site and no other IPS uses are allowed. The applicant did submit a plan of how they plan to use the site including an extension of the parking lot and a plan to replace the storage building where the new addition is going.

Public Feedback

Beverly Welke - 2737 W. Mequon - wants to know if the parking lot could be to the edge of her property line and what type of lighting and location of lighting will be in the parking lot.

Asst. Dir. Zader stated that the plan is showing a future parking lot, which they can change. There are protections such as full cut off lights with no trespass requirements and the applicant will need Planning Commission approval, so the Commission can add landscaping and buffering requirements can be added at that time.

Action
Ald. Strzelczky made a motion to approve the item per staff conditions, with the condition that landscaping and lighting concerns of the neighbor are considered at future approvals.
Commission Stoker seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	**APPROVED WITH CONDITIONS [7 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	John Stoker, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

5) Announcements

a) 2025 Meeting Calendar

Please review the 10 meeting dates for 2025.

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

The next meeting is Monday, January 27, 2025 at 6:00p.m.

6) Adjourn

Action
Commissioner Schaefer made a motion to adjourn
Commission Urbani seconded the motion.
A voice vote was taken; vote passed (7-0)

The meeting concluded at 7:28 p.m.

Respectfully Submitted,

Jac Zader

DRAFT

Attachment: PC Minutes_12.02.24_DRAFT (10013 : Meeting Minutes from December 2, 2024)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
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www.ci.mequon.wi.us **Department of Community Development**

TO: **Planning Commission**

FROM: **NATALIE REDDING, CITY PLANNER**

DATE: **January 27, 2025**

SUBJECT: **Paul Apfelbach for Brookfield 16, LLC. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 3319 W. Mequon Road.**

Applicant:	Paul Apfelbach for Brookfield 16, LLC
Status of Applicant:	Agent
Requested:	Certified Survey Map
Existing Use:	Residential
Existing Zoning:	R -3 (Singel Family Suburban Residential)
Land Use Plan:	Residential 1-1.5 acres
Lot size:	2.016 Acres
Location:	3319 W. Mequon Road
Tax Key Number:	#14-025-02-004.00
District:	#6

Background: The applicant is seeking Certified Survey Map (CSM) approval for a 2-lot land division for the parcel located at 3319 W Mequon Road. The current lot is 2.016 acres, with the proposed land division separating it into two roughly 1.008 acre lots. The applicant submitted a prior CSM for this property, which was approved in January 2024 but never finalized or recorded. The revised CSM is essentially the same, but "flips" the shapes of the lots to avoid a specimen tree that posed issues for potential buyers.

Site Conditions: At the time of the original request, the City Forester visited the site and reached out to the owner to discuss specimen trees on the property. He noted a White Pine in the front of proposed Lot 1 and a Sugar Maple in the front of proposed Lot 2. The owner cleared brush on the property and will save and preserve both trees from removal, per section 4A of Mequon's Tree Ordinance:

(4) Permitting Procedures

A. For development on existing residential platted lots:

3. No specimen trees shall be removed from any lot, unless approved by the Planning Commission and with the City Forester's knowledge or his associate in accordance with Chapter 60 of the Tree Preservation Ordinance.
4. To protect the specimen trees, as identified by the City Forester or his associate, the developer/owner shall install snow fences no closer than ten (10) feet outside from the dripline of the specimen. Additionally, signs shall be posted informing the public and site workers that the area fence is a protected zone, and the zone shall not be changed in the protected zone unless approved by the City Forester or his associate

and Engineer.

R-3 District Standards: The proposed CSM is consistent with the R-3 standards including the minimum average lot width and length of 150 feet. Both proposed lots meet the minimum lot size. Both lots are vacant and can accommodate a suitable building footprint along with the required 20-foot side and rear offsets. Included in the CSM is a 30-foot shared access easement to allow for a driveway to either lot. There are no wetlands or floodplain areas shown on the property.

	District Standard	Proposed Lots
Minimum Lot Size	1 acre minimum	1.008 acres (Lot 1); 1.008 acres (Lot 2)
Minimum average lot width and length	150 feet	North/South: avg. 155 feet East/West: avg. 166 feet (Both lots roughly same dimensions)
Setback from Mequon Road	100 feet	Equal or greater than 100’
Minimum Building Offset	20 feet	Equal or greater than 20’

Engineering Report:
Cole McCraw, Assistant City Engineer, has reviewed the application and has the following comments:

Access will be provided through a shared driveway to West Mequon Road/STH 167. Access will require a permit from the Wisconsin Department of Transportation (WisDOT). The shared portion of the driveway must conform to the City Standard Specifications for Land Development (SSLD), which require a minimum pavement width of 18 feet with two-foot shoulders. The face of the CSM shows a 30-foot-wide access easement. A shared private driveway easement declaration document must be provided to the city prior to the CSM recording. The easement document is subject to review by the City attorney. The document number should be included on the face of the CSM.

The right-of-way on West Mequon Road/STH 167 has been previously dedicated to the width of the ultimate right-of-way. A WisDOT permit must be obtained for all work within the right-of-way.

There is no indication of wetlands on the site. The site was screened for mapped wetlands using WDNR Surface Water Data Viewer.

The site is located within the City’s sewer service area and connection to the public sewer utility is required. The applicant televised the sewer lateral and provided the video to the City. The existing sewer lateral is not in an acceptable condition for connection; therefore, a new lateral must be constructed to connect to the sewer main at a sewer manhole. The properties may be served by two separate sanitary sewer laterals, or one private interceptor main. Prior to recording, a utility easement must be shown on the face of the CSM providing Lot 2 with sanitary sewer and public water main access. The declaration agreement(s) must be provided to the City for review by the City Attorney and recorded prior to the recording of the CSM. The document number should be included on the face of the CSM.

As the property is located within the sewer service area, both properties must also connect to

public water. Water connection shall conform to the Mequon Water Utility Water Connection Policy. A deferral/exemption request will be required if the applicant does not intend to connect to public water due to the distance from the nearest public water main. As indicated previously, a utility easement shall provide Lot 2 with access to water via Lot 1, even if a deferral is requested. The easement is the only mechanism under which Lot 2 would have legal and practical access to a water main, should it become available in the future.

The land division itself does not propose an increase in impervious surface. However, future improvements may trigger the MMSD requirement for green infrastructure. The owner will be required to provide green infrastructure conforming to MMSD Ch. 13 Rules prior to the issuance of a building permit if adding 5,000 sq. ft. or more of impervious area. Impervious areas may include driveways, roofs, patios, sidewalks, etc. If green infrastructure is required, the buildings permit is also conditioned upon receipt of a stormwater maintenance and easement agreement and a drainage financial guarantee. A shared green infrastructure device could also be installed to serve both properties.

Staff Recommendation: Staff recommends **approval** of the 2-lot land division subject to the following conditions:

1. Final staff technical review and approval of CSM. The applicant shall make any technical corrections to the final CSM.
2. Specimen trees must be preserved and protected during any construction activity and any building permit must gain approval from the City Forester prior to issuance.
3. No certified survey map shall be offered for recording or recorded after 180 days from the date of approval by the Planning Commission.
4. Provide all used ingress and egress easement declaration documents benefitting lots created by the CSM. Easement declaration documents are subject to review by the City attorney.
5. The shared portion of the driveway must conform to the Mequon SSLD and requires a right-of-way permit from WisDOT.
6. Connection to the public sewer utility is required, including the recording of a utility easement with associated declaration documents.
7. Water connection shall conform to the Mequon Water Utility Water Connection Policy. A deferral/exemption request must be requested and granted if the applicant does not intend to connect to public water. The utility easement declaration document shall include access to water for Lot 2 through Lot 1.
8. For home/driveway construction that exceeds 5,000 square feet of impervious area, each individual lot will be required to provide a green infrastructure plan meeting MMSD requirements. Alternatively, the developer could plan for a regional stormwater facility that meets City ordinances and MMSD Chapter 13. The green infrastructure improvements also require a Stormwater Maintenance and Easement Agreement, subject to City Attorney review and approval, and a drainage financial guarantee.
9. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD dwg or dxf in Wisconsin State Plane Coordinate system South Zone (NAD 83).

Attachments:
Map (PDF)
CSM (PDF)

BROOKFIELD 16, LLC

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



Attachment: Map (9998 : Paul Apfelbach for Brookfield 16, LLC)

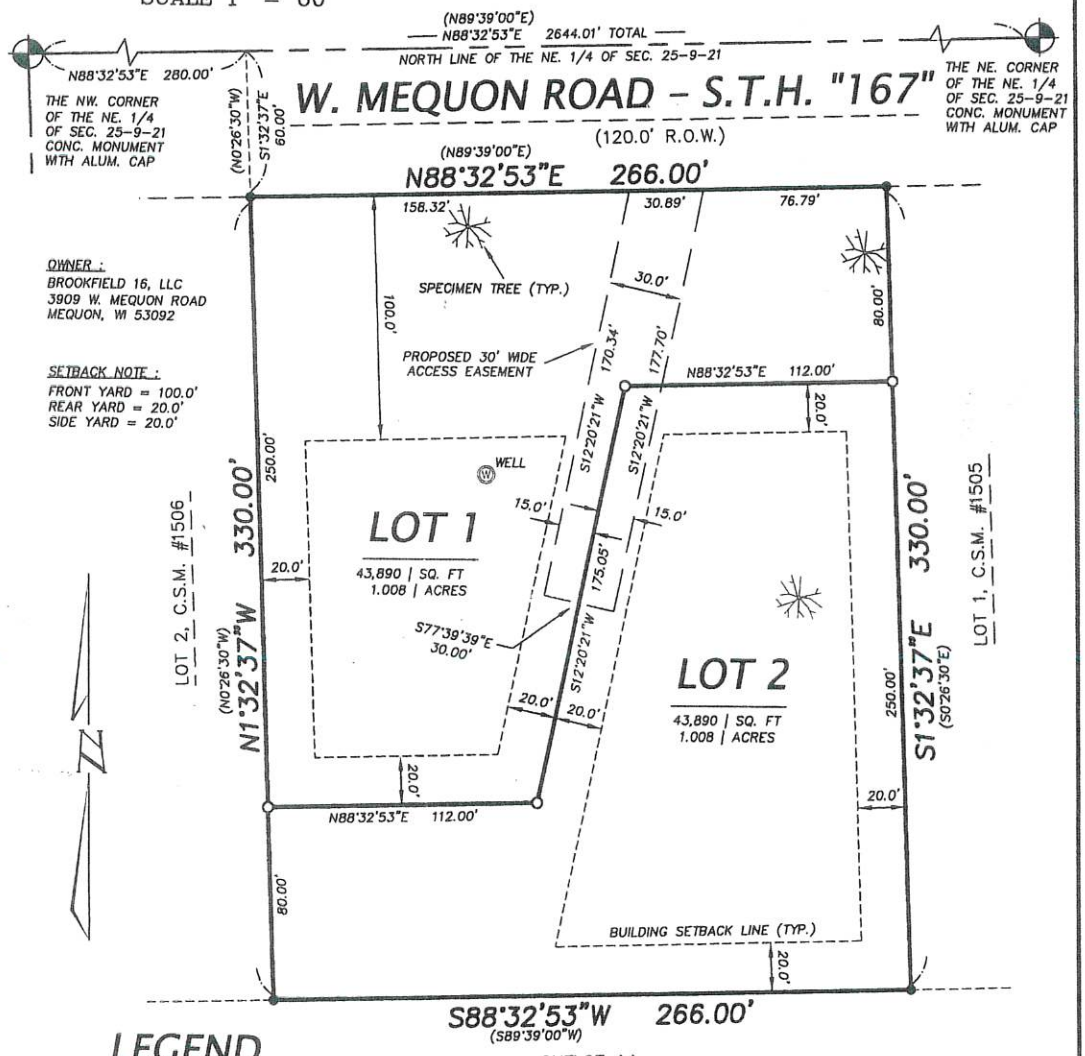
CERTIFIED SURVEY MAP NO. _____

A DIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 60 90 120 180

SCALE 1" = 60'

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



LEGEND

O–DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)

● –DENOTES STEEL PIPE (FOUND)

( ) –DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH LINE OF THE NE. 1/4 OF SECTION 25-9-21 WHICH BEARS N88°32'53"E, NAD-83/2011 ADJUSTMENT

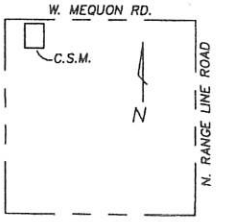
NOTES :

1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED R-3 (SINGLE FAMILY RESIDENTIAL DISTRICT)

OUTLOT AA
NORTH SHORE ESTATES

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

11-21-2024



LOCATION MAP

NORTHEAST 1/4 SEC. 25-9-21
(SCALE 1"=2000')

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 4 SHEETS

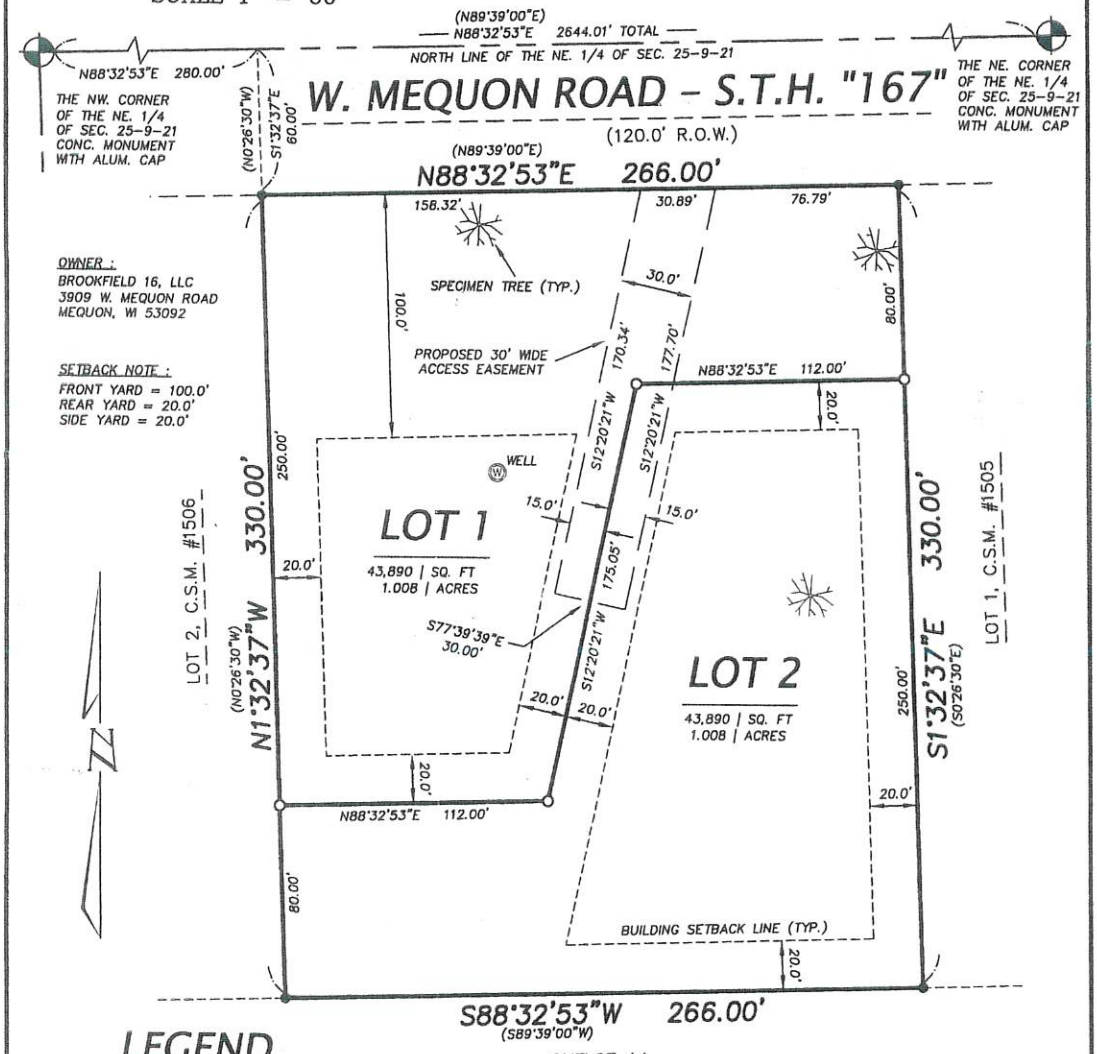
Attachment: CSM (9998 : Paul Apfelbach for Brookfield 16, LLC)

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

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

SCALE 1" = 60'



LEGEND

O—DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)

● —DENOTES STEEL PIPE (FOUND)

( ) —DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH LINE OF THE NE. 1/4 OF SECTION 25-9-21 WHICH BEARS N88°32'53"E, NAD-83/2011 ADJUSTMENT

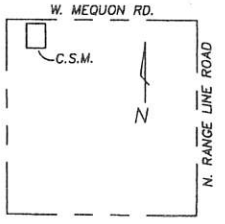
NOTES :

1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED R-3 (SINGLE FAMILY RESIDENTIAL DISTRICT)

OUTLOT AA
NORTH SHORE ESTATES

WISCONSIN
JAMES G. SCHNEIDER
S-2127
MEQUON
WI
LAND SURVEYOR

11-21-2024



LOCATION MAP

NORTHEAST 1/4 SEC. 25-9-21
(SCALE 1"=2000')

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 4 SHEETS

Attachment: CSM (9998 : Paul Apfelbach for Brookfield 16, LLC)

CERTIFIED SURVEY MAP NO. _____

A DIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

I, _____ (Member) of Brookfield 16, LLC, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

WITNESS the hand and seal of said OWNERS on this _____ day of _____, 20___.

_____ _____
Witness (Member)

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss

PERSONALLY came before me on this _____ day of _____, 20__ the above named _____(Member) to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires. _____
Notary Public

CONSENT OF MORTGAGEE

TRI CITY NATIONAL BANK, existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of _____ (Member) of Brookfield 16, LLC, OWNER.

In witness whereof, the said TRI CITY NATIONAL BANK has caused these presents to be signed by _____, it's _____, at_____, Wisconsin, this _____day of _____, 20___.

_____ _____
Witness (Print Name)

STATE OF WISCONSIN)
_____ COUNTY)ss
PERSONALLY came before me on this _____ day of _____, 20__ the above named by _____, to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires. _____
Notary Public

11-21-2024

This instrument drafted by James G. Schneider

Attachment: CSM (9998 : Paul Apfelbach for Brookfield 16, LLC)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655
www.ci.mequon.wi.us
Department of Community Development

TO: **Planning Commission**

FROM: **JAC ZADER, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT**

DATE: **January 27, 2025**

SUBJECT: **Christian Life Church. The applicant is seeking land use plan amendment approval for the property located at 2803 W. Mequon Road.**

Applicant:	Chrisitan Life Church
Status of Applicant:	Owner
Requested:	Land Use Plan Amendment
Existing Use:	Religious Institution
Existing Zoning:	IPS (Institutional and Public Service District) R-3 (Residential 1 Acre)
Land Use Plan:	Institutional Residential 1 Acre
Lot size:	10.38 Acres
Location:	2803 W. Mequon Road
Tax Key Number:	#14-025-01-018.00
District:	#6

Background:
The applicant is requesting a land use plan amendment for the 10.3-acre property located at 2803 W Mequon Road. The parcel currently contains the Christian Life Church and Daycare which has been used as a religious institution since 1983. The parcel currently has split land use plan designations with Institutional located on the west 4.4 acres of the site where the existing church is and Single Family 1 Acre on the east 5.9 acres which is currently vacant. The rezoning request for the entire site to IPS with a PUD overlay was approved at the December 2, 2024, meeting. The land use plan and the rezoning recommendation is scheduled for Common Council approval at its March 11, 2025, meeting.

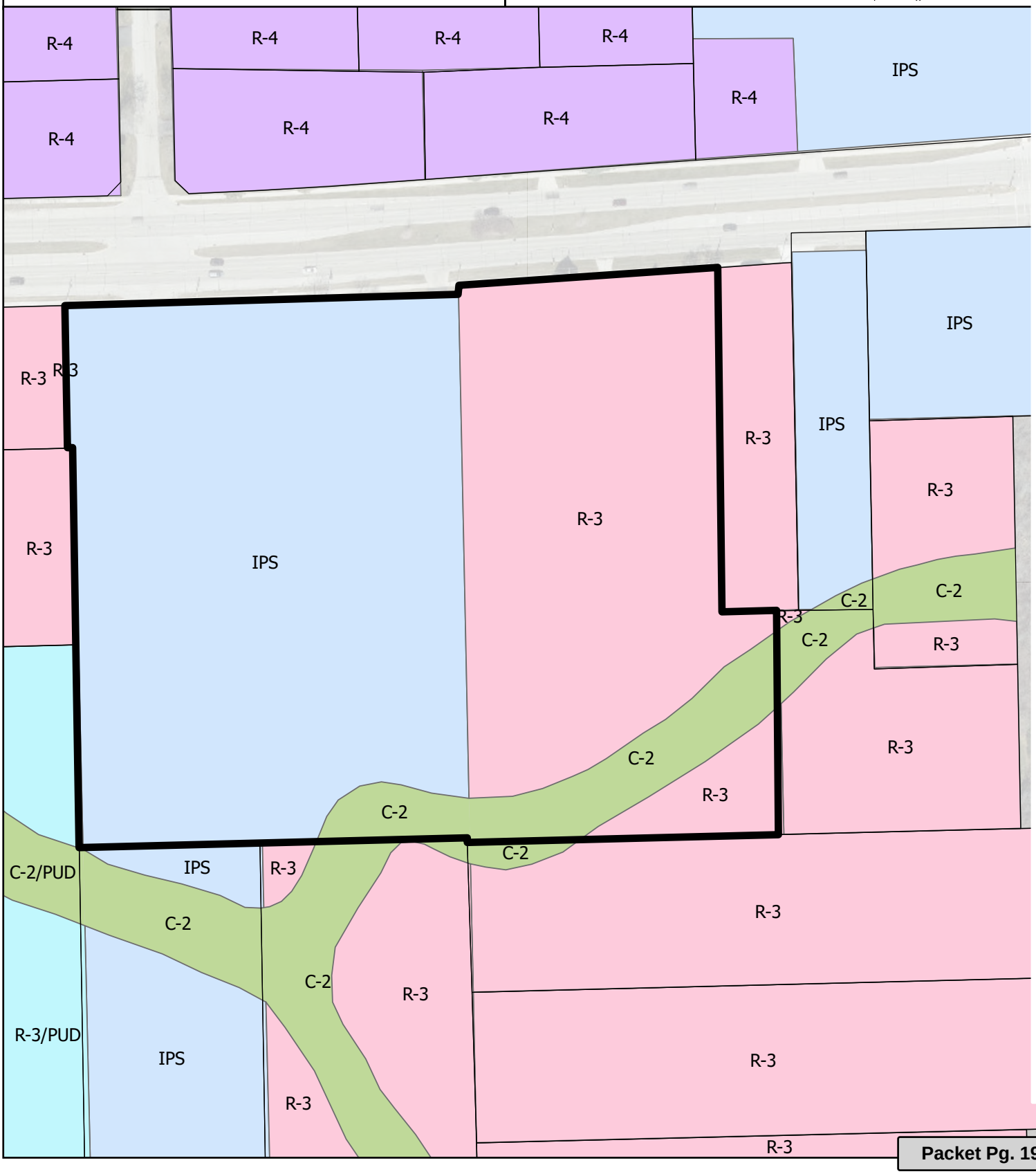
Staff Recommendation:
Staff recommends **approval** of the land use plan amendment subject to the following conditions:

1. Common Council approval of the land use plan amendment.

Attachments:
Christian Life Map (PDF)
Land Use Plan Map (PDF)

CHRISTIAN LIFE CHURCH

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

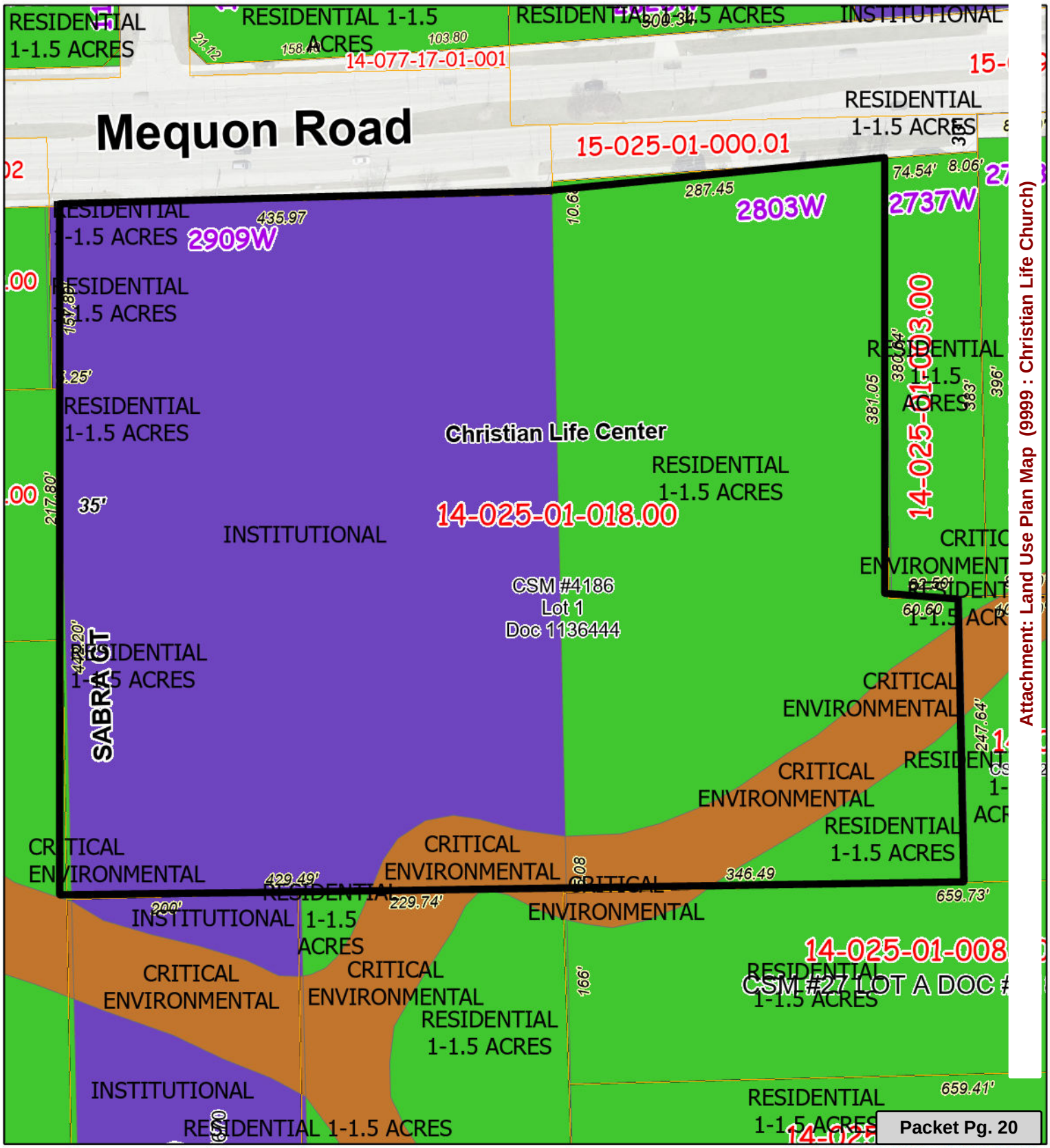


Attachment: Christian Life Map (9999 : Christian Life Church)

EXHIBIT A

CHRISTIAN LIFE CHURCH

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
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B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
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Attachment: Land Use Plan Map (9999 : Christian Life Church)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655
www.ci.mequon.wi.us
Department of Community Development

TO: **Planning Commission**

FROM: **NATALIE REDDING, CITY PLANNER**

DATE: **January 27, 2025**

SUBJECT: **Catalyst Construction. The application is seeking conditional use grant approval to allow for an accessory dwelling for the property located at 2707 W. Cassel Lane.**

Applicant:	Catalyst Construction
Status of Applicant:	Agent
Requested:	Conditional Use Grant
Existing Use:	Residential
Existing Zoning:	R-1 (Rural Residential) OA (Agricultural Overlay District) C-1 (Shoreland-Wetland Conservancy District) FW (Floodway District)
Land Use Plan:	Residential: 5-acre min/Critical Environment
Lot size:	27.22 Acres
Location:	2707 W. Cassel Lane
Tax Key Number:	#14-001-04-002.00
District:	#5

Background: The applicant is requesting conditional use grant approval for an attached accessory dwelling unit (ADU) at 2707 W Cassel Lane. The subject site is located on 27.22 acres and is zoned R-1/C-1/FW/OA. The plan will transform the existing house into the "mother-in-law suite," and the proposed addition into the primary dwelling. The applicant was approved at architectural board for the proposed project at the December 2024 meeting. The proposed accessory dwelling unit meets all code standards of section 58-248(e)(1-9).

Conditional Use Grant Findings:
According to Section 3.05(1)(b) of the Zoning Code, the following findings shall be considered when analyzing a conditional use grant application:

1. **The proposed use should not endanger the public health, safety or general welfare of the city and the immediate neighborhood.**
   The proposal is subject to the regulations of the Uniform Dwelling Code and will require inspections during the construction process. Staff does not believe there would be any public health or safety issues associated with the additional dwelling.

2. **The proposed use should not injure the value of adjoining or abutting property.**
   The use of the property for income generation is prohibited per the Zoning Code.

Additional non-income producing dwellings are conditional uses in the R-1 district. The adjacent uses are residential and also located in the R-1 district. The proposed dwelling meets the R-1 district technical requirements as well as the following criteria for ADU's:

- The total living area of an accessory dwelling unit can be no larger than 40 percent of the total living area of the primary dwelling to which it is attached or contained (23% proposed).
- The accessory dwelling unit must have at least one common entrance with the primary dwelling unit.
- There shall not be separate direct entrances for each dwelling unit on the front of the building unless this prohibits handicapped access.

3. **The proposed use shall be harmonious or compatible with the area in which it is located.**
   The parcel is zoned R-1 and is 27.22 acres in size. The proposed addition meets the coverage and setback requirements of the R-1 zoning district. Staff believes the use is harmonious with the surrounding area.

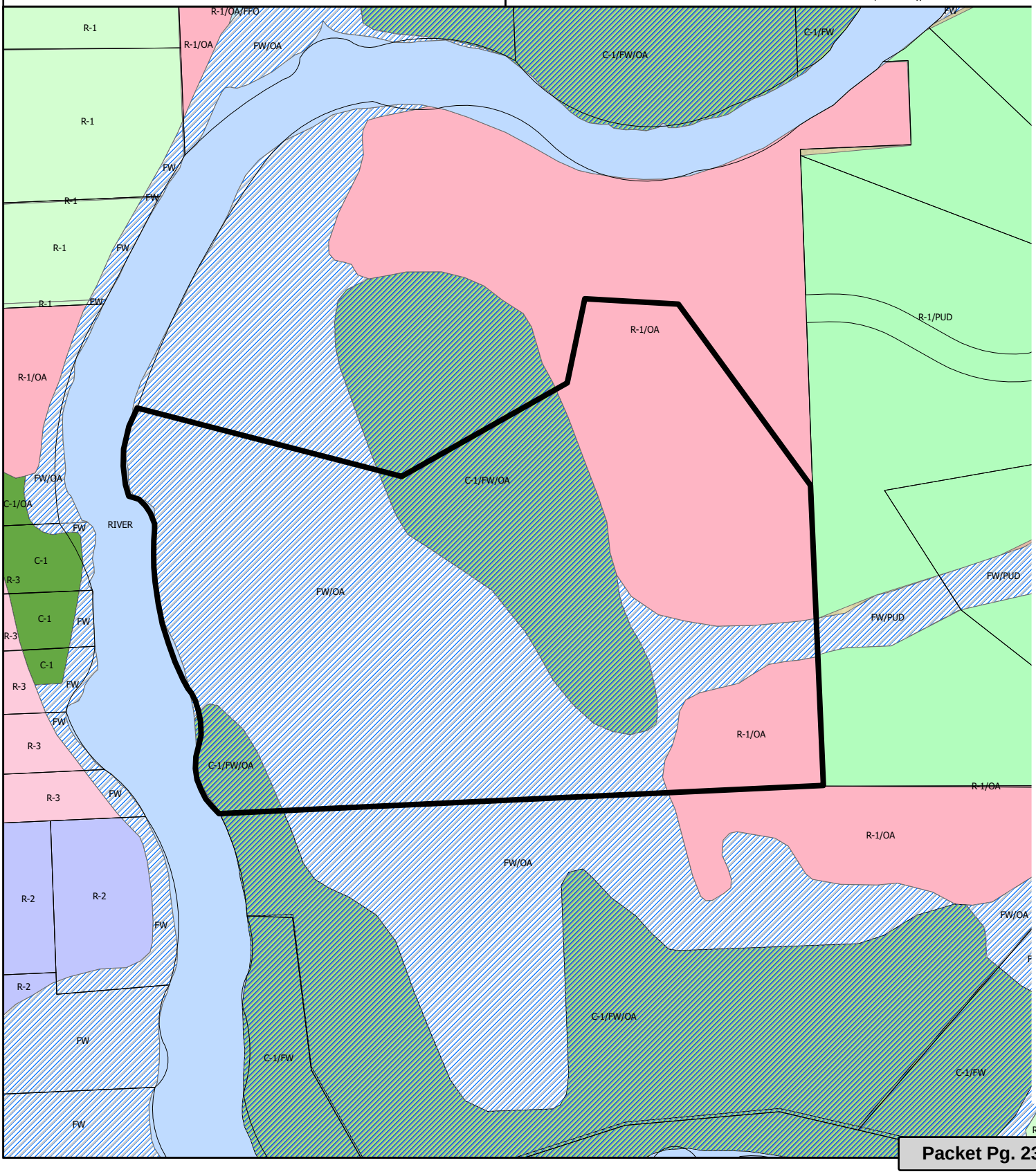
Staff Recommendation:
Staff recommends **approval** of the conditional use based on the following conditions:

1. The primary dwelling unit must be owner occupied at any time that a person other than the owner or a legal dependent of the owner occupies the accessory dwelling unit. A property shall be deemed to be owner occupied if an owner or in the case of an owner entity, the person who has voting control of the entity, is either registered to vote using that address or claims the property as the person's primary residence for the Wisconsin lottery and gaming credit.
2. The use of this dwelling is restricted to a family member, blood relative, legal dependent, caretaker or paid servant of the owner of a resident of the primary dwelling unit.
3. The accessory dwelling unit may not have a separate postal address.
4. Staff review and approval of final plans prior to issuance of permits. The applicant shall submit such plan within 180 days of Planning Commission action, or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.

Attachments:
Packet Docs_Cassel_01.27.25 (PDF)

CATALYST CONSTRUCTION: CASSEL LANE

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
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Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)

RE: Request for permission to have an additional kitchen placed in existing residence to serve as an accessory to the main living area (addition being planned, see overall floor plan)

This request is for an existing home located at:

2707 W Cassel Lane in Mequon, WI 53097

Tax key #: 14-001-04-002.0

To whom it may concern:

The owner has proposed a large addition to the existing home, which was awarded approval at the last Architectural Review board, along with the exterior improvements on the existing home.

We are now asking to be approved for a secondary kitchen to be placed in the existing home, as shown on the building plans provided. This would serve as a place that the client's parents could use when they come and stay for extended periods of time to spend time with family and the children. This is the only intended use of this area.

Due to the size of the overall scope of the finished project, we feel that having (2) kitchens total in order to service what would serve as a mother-in-law suite would be acceptable, and we are looking to obtain the permission to do so.

Existing house renovation (Finished Square Footage)

1st Floor: 1791 SF

2nd Floor: 1100 SF

Existing Barn Renovation to garage: 1284 SF

We respectfully submit this request and can provide any supporting information as needed.

Thank you,

Marcel Uttech, Assoc. AIA

414-255-4600

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)

PROJECT:

EXISTING HOME RENOVATION

2707 CASSEL LANE MEQUON, WI
CONSTRUCTION DOCUMENTS

GENERAL CONTRACTOR:

CATALYST CONSTRUCTION

MILWAUKEE, WISCONSIN

UTTECH DESIGN, LLC
MADISON / MILWAUKEE, WISCONSIN
T: 414.255.4600

PROJECT

EXISTING HOME
RENOVATION

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

INFORMATION

PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
DATE:	12.14.24

SHEET

COVER

G000

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)



EXISTING HOUSE - SOUTH ELEVATION (FRONT, LOOKING NORTH)



EXISTING HOUSE - WEST ELEVATION (SIDE, LOOKING EAST)



EXISTING HOUSE - WEST ELEVATION (SIDE, LOOKING SOUTHEAST)



EXISTING HOUSE - EAST ELEVATION (FRONT, LOOKING SOUTHWEST)



EXISTING HOUSE -NORTH ELEVATION (REAR, LOOKING SOUTH)



EXISTING BARN- NORTH ELEVATION (SIDE, LOOKING SOUTWEST)

UTTECH
plan. design. build

MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

EXISTING HOME RENOVATION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

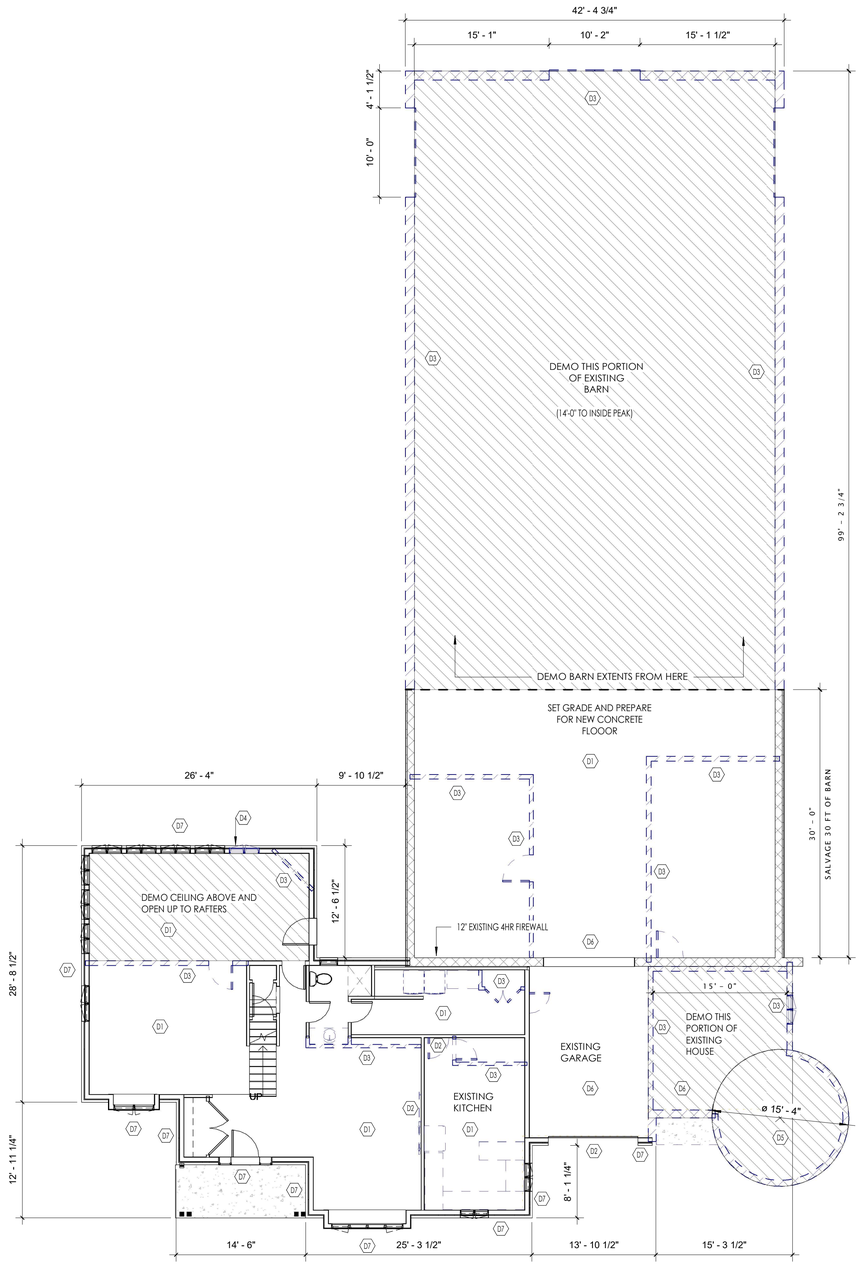
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PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
DATE:	12.14.24

SHEET

EXISTING HOUSE PHOTOS

A045

Attachment: Packet Docs. Cassel_01.27.25 (9995 : Catalyst Construction)



1 EXISTING HOUSE - DEMO PLAN 1ST FLOOR
1/8" = 1'-0"

DEMOLITION KEYNOTES

- D1 REMOVE EXISTING FLOORING AND PREP FOR NEW
- D2 REMOVE DOOR AND INFILL FRAME
- D3 REMOVE EXISTING WALL
- D4 REMOVE EXISTING WINDOW AND INFILL FRAME
- D5 REMOVE EXISTING SILO
- D6 REFRAME FLOOR TO ALIGN WITH EXISTING
- D7 REMOVE EXISTING FACADE. PREP FOR NEW PER ELEVATIONS

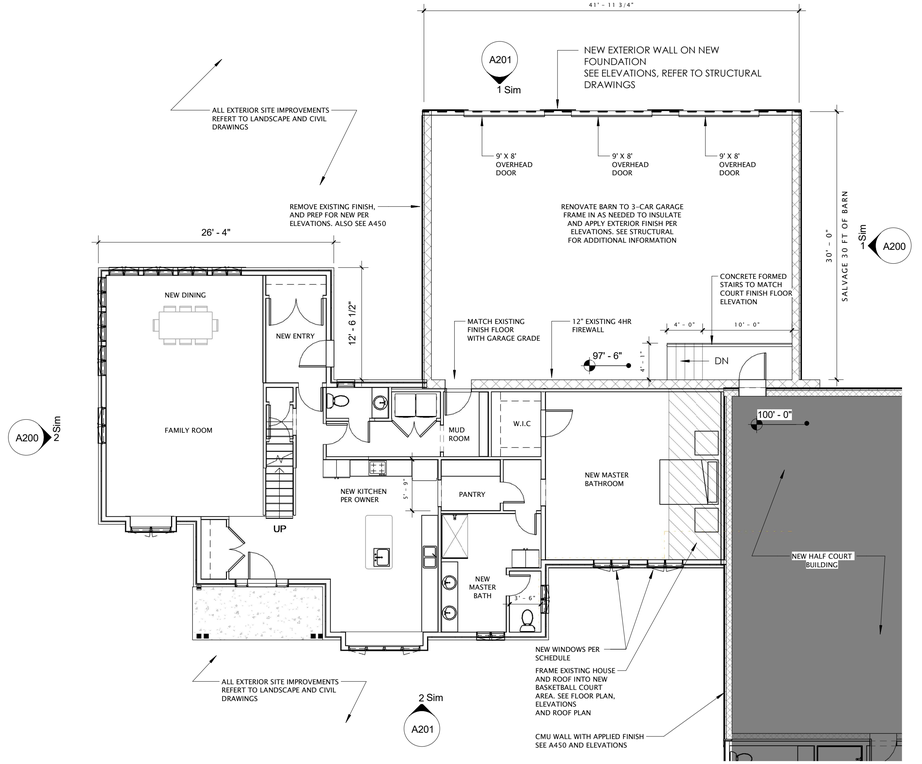
NOTE: ALL EXISTING HOUSE FACADE TO BE REMOVED, WALLS PREPPED AND NEW FINISH APPLIED PER ELEVATIONS. SEE A450 FOR MORE INFORMATION

DEMOLITION PLAN LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED
- HATCHED AREAS ARE EXISTING AREAS TO BE REMOVED

DEMOLITION NOTES:
1. COMPLETELY GUT INTERIOR OF EXISTING HOUSE
2. REMOVE EXTERIOR WALL FINISHES AND EXISTING TRIMS
3. REMOVE ALL EXISTING FLOORING AND PREP FOR NEW
4. INFILL WALLS WHERE NEEDED AND MAINTAIN REQUIRED FIRE SEPARATION AS NEEDED.
5. EXISTING WINDOWS AND FRONT ENTRY DOOR TO REMAIN. REMOVE WINDOWS WHERE NOTED ON DEMO PLAN AND INFILL FRAME AND INSULATE, WEATHERPROOF.
6. REPLACE ROOF SHINGLES (ADDITION TO MATCH)
7. PREP EXTERIOR WALLS FOR NEW FINISHES AND TRIMS. SEE ELEVATIONS

NEW CONSTRUCTION NOTES:
1. GC TO COORDINATE ALL NEW WALL, CEILING AND FLOOR FINISHES WITH OWNER
2. GC TO COORDINATE AND CONFIRM ALL NEW FIXTURES WITH OWNER
3. GC TO COORDINATE KITCHEN PLANS AND APPLIANCES WITH OWNER
4. GC TO COORDINATE ANY NEW ELECTRICAL OUTLETS / LIGHTING WITH OWNER AND VERIFY FINAL LOCATIONS.
5. NEW WALL FINISHES TO MATCH STONE AND STUCCO FINISHES FROM ADDITION
6. NEW SHINGLES TO MATCH ADDITION
7. NEW GUTTERS WHERE NEEDED, MATCH EXISTING
8. SEE LANDSCAPE SHEETS FOR ALL EXTERIOR IMPROVEMENTS IN FULL CONSTRUCTION SET FOR ADDITION



2 EXISTING HOUSE - PROPOSED 1ST FLOOR
1/8" = 1'-0"

UTTECH
plan. design. build
MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

EXISTING HOME RENOVATION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

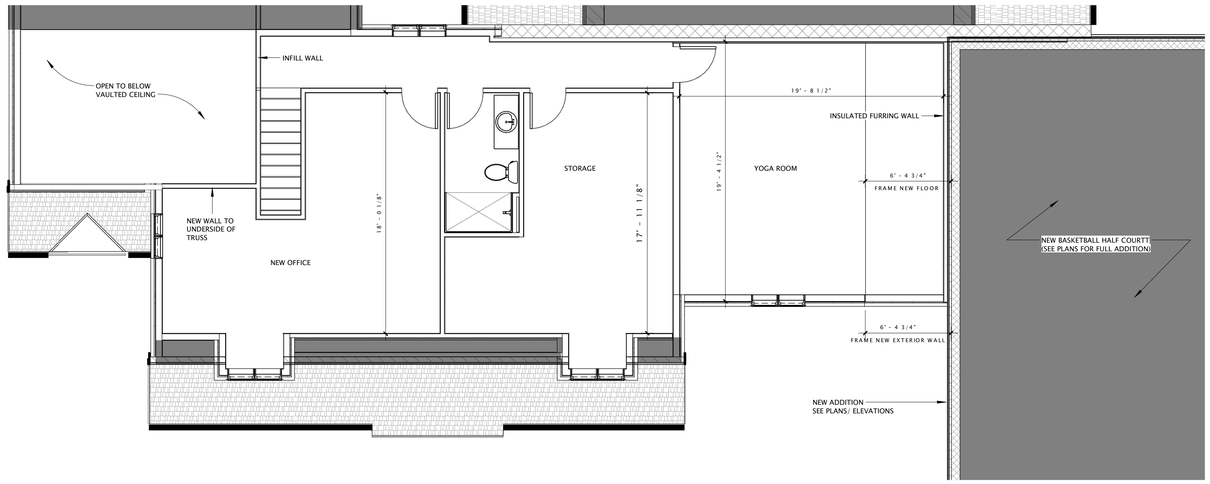
PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
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SHEET

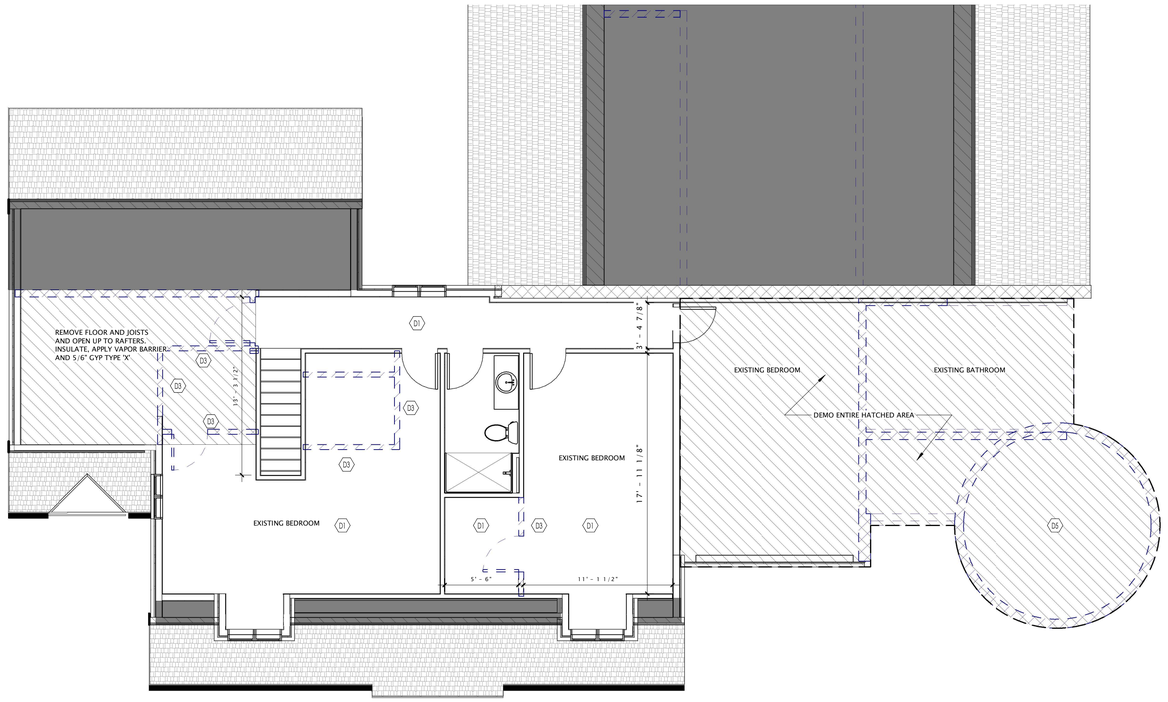
DEMO PLAN - EXISTING HOUSE - FIRST FLOOR

A050

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)



2 EXISTING HOUSE - PROPOSED 2ND FLOOR
3/16" = 1'-0"



1 EXISTING HOUSE - DEMO PLAN 2ND FLOOR
3/16" = 1'-0"

DEMOLITION KEYNOTES

- D1 REMOVE EXISTING FLOORING AND PREP FOR NEW
- D2 REMOVE DOOR AND INFILL FRAME
- D3 REMOVE EXISTING WALL
- D4 REMOVE EXISTING WINDOW AND INFILL FRAME
- D5 REMOVE EXISTING SILO
- D6 REFRAME FLOOR TO ALIGN WITH EXISTING
- D7 REMOVE EXISTING FACADE. PREP FOR NEW PER ELEVATIONS

NOTE: ALL EXISTING HOUSE FACADE TO BE REMOVED, WALLS PREPPED AND NEW FINISH APPLIED PER ELEVATIONS. SEE A450 FOR MORE INFORMATION

DEMOLITION PLAN LEGEND

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- EXISTING CONSTRUCTION TO BE DEMOLISHED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED
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6. NEW SHINGLES TO MATCH ADDITION
7. NEW GUTTERS WHERE NEEDED, MATCH EXISTING
8. SEE LANDSCAPE SHEETS FOR ALL EXTERIOR IMPROVEMENTS IN FULL CONSTRUCTION SET FOR ADDITION

UTTECH
plan. design. build
MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

EXISTING HOME RENOVATION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

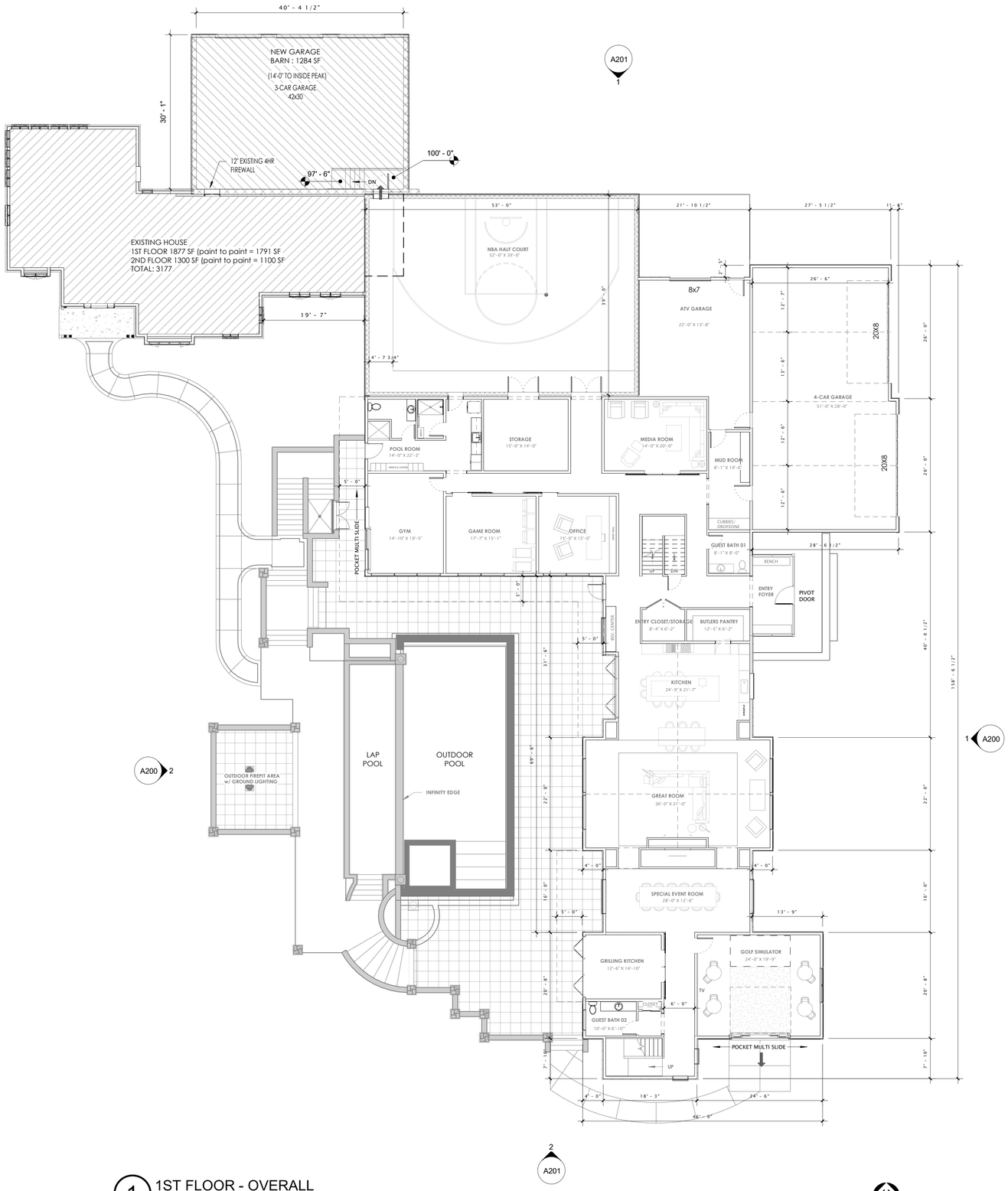
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ISSUED FOR:	PLANNING COMMISSION
DATE:	12.14.24

SHEET

DEMO PLAN - EXISTING HOUSE - SECOND FLOOR

A051

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)



1 1ST FLOOR - OVERALL
3/32" = 1'-0"

UTTECH
plan. design. build

MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

EXISTING HOME RENOVATION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
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SHEET

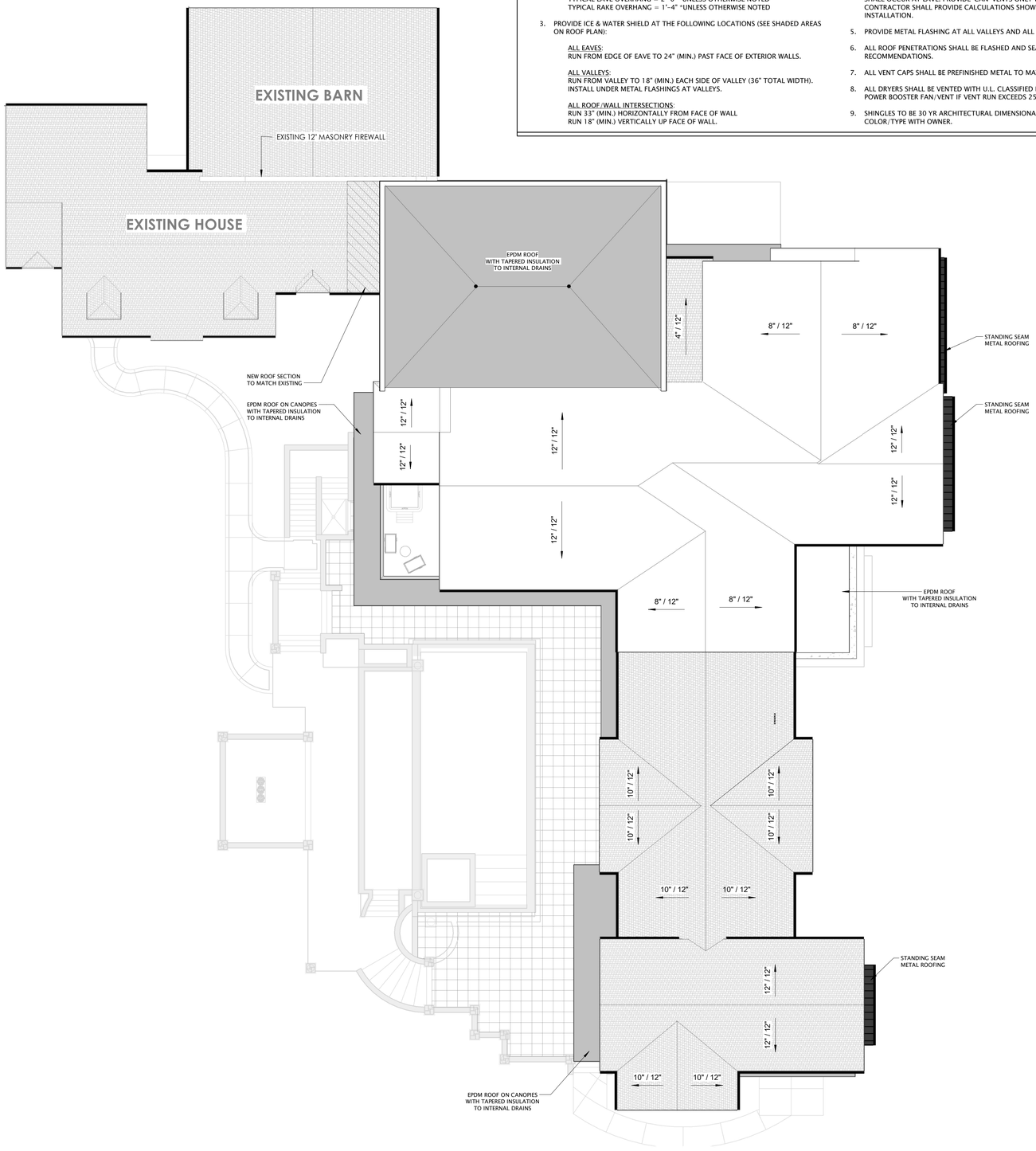
FIRST FLOOR PLAN - OVERALL

A101

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)

ROOF NOTES

1. ALL ROOF SLOPES SHALL BE AS NOTED ON PLAN.
2. ROOF ROUGH FRAMING DISTANCES BEYOND PERIMETER STUD FACE SHALL BE AS FOLLOWS (UNLESS NOTED OTHERWISE):
   TYPICAL EAVE OVERHANG = 2'-0" *UNLESS OTHERWISE NOTED
   TYPICAL RAKE OVERHANG = 1'-4" *UNLESS OTHERWISE NOTED
3. PROVIDE ICE & WATER SHIELD AT THE FOLLOWING LOCATIONS (SEE SHADED AREAS ON ROOF PLAN):
   ALL EAVES:
   RUN FROM EDGE OF EAVE TO 24" (MIN.) PAST FACE OF EXTERIOR WALLS.
   ALL VALLEYS:
   RUN FROM VALLEY TO 18" (MIN.) EACH SIDE OF VALLEY (36" TOTAL WIDTH). INSTALL UNDER METAL FLASHINGS AT VALLEYS.
   ALL ROOF/WALL INTERSECTIONS:
   RUN 33" (MIN.) HORIZONTALLY FROM FACE OF WALL
   RUN 18" (MIN.) VERTICALLY UP FACE OF WALL.
   ALL ROOF PENETRATIONS:
   RUN 18" (MIN.) FROM PENETRATIONS
4. INSTALL ROOF/ ATTIC VENTING TO PROVIDE 1SF OF VENT AREA PER 300 SF OF ATTIC AREA. HALF OF THE REQUIRED VENTING SHALL OCCUR AT RIDGE AND HALF SHALL OCCUR AT EAVE. PROVIDE 'CAN' VENTS ONLY WHEN NECESSARY. ROOFING CONTRACTOR SHALL PROVIDE CALCULATIONS SHOWING FINAL VENTING PRIOR TO INSTALLATION.
5. PROVIDE METAL FLASHING AT ALL VALLEYS AND ALL ROOF/ WALL INTERSECTIONS.
6. ALL ROOF PENETRATIONS SHALL BE FLASHED AND SEALED PER MANUFACTURER'S RECOMMENDATIONS.
7. ALL VENT CAPS SHALL BE PREFINISHED METAL TO MATCH ROOF COLOR.
8. ALL DRYERS SHALL BE VENTED WITH U.L. CLASSIFIED DRYER BOX & VENT. PROVIDE POWER BOOSTER FAN/VENT IF VENT RUN EXCEEDS 25'-0".
9. SHINGLES TO BE 30 YR ARCHITECTURAL DIMENSIONAL TYPE, GC TO CONFIRM COLOR/TYPE WITH OWNER.
10. ALL DRYERS SHALL BE VENTED WITH U.L. CLASSIFIED DRYER BOX & VENT. PROVIDE POWER BOOSTER FAN/VENT IF VENT RUN EXCEEDS 25'-0".
11. PROVIDE 5" SEAMLESS GUTTERS, COLOR/TYPE TO BE APPROVED BY OWNER. DOWNSPOUT LOCATION AND QUANTITY TO BE DETERMINED BY DESIGN/BUILD ROOFING CONTRACTOR. LOCATION OF DOWNSPOUTS TO BE DETERMINED IN THE FIELD BY GENERAL CONTRACTOR AND DESIGN/BUILD PLUMBING CONTRACTOR AND APPROVED BY OWNER.
12. CARE MUST BE TAKEN TO ENSURE THAT THE GUTTERS, DOWNSPOUTS, AND ALL PREFINISHED ACCESSORIES MATCH IN COLOR & STYLE AND ARE LOCATED CLEAR OF ALL DOORS, WINDOWS, BALCONIES, BAYS, ETC.
13. PROVIDE WATER TIGHT INTEGRITY AT ALL PENETRATIONS AND EQUIPMENT PER ROOFING MANUFACTURER'S STANDARD DETAILS AND REQUIREMENTS FOR WARRANTY AND CURRENT NRCA STANDARDS.
14. DISCONTINUE MAIN ROOF SHEATHING AT GABLE ROOF AREAS TO ALLOW FOR PROPER VENTILATION FLOW TO UPPER RIDGE VENTS. (TYP)
15. PROVIDE VENTED SOFFITS AS REQUIRED IN GC PROVIDED SUBMITTALS.



1 ROOF PLAN
3/32" = 1'-0"

UTTECH
plan. design. build
MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

EXISTING HOME RENOVATION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

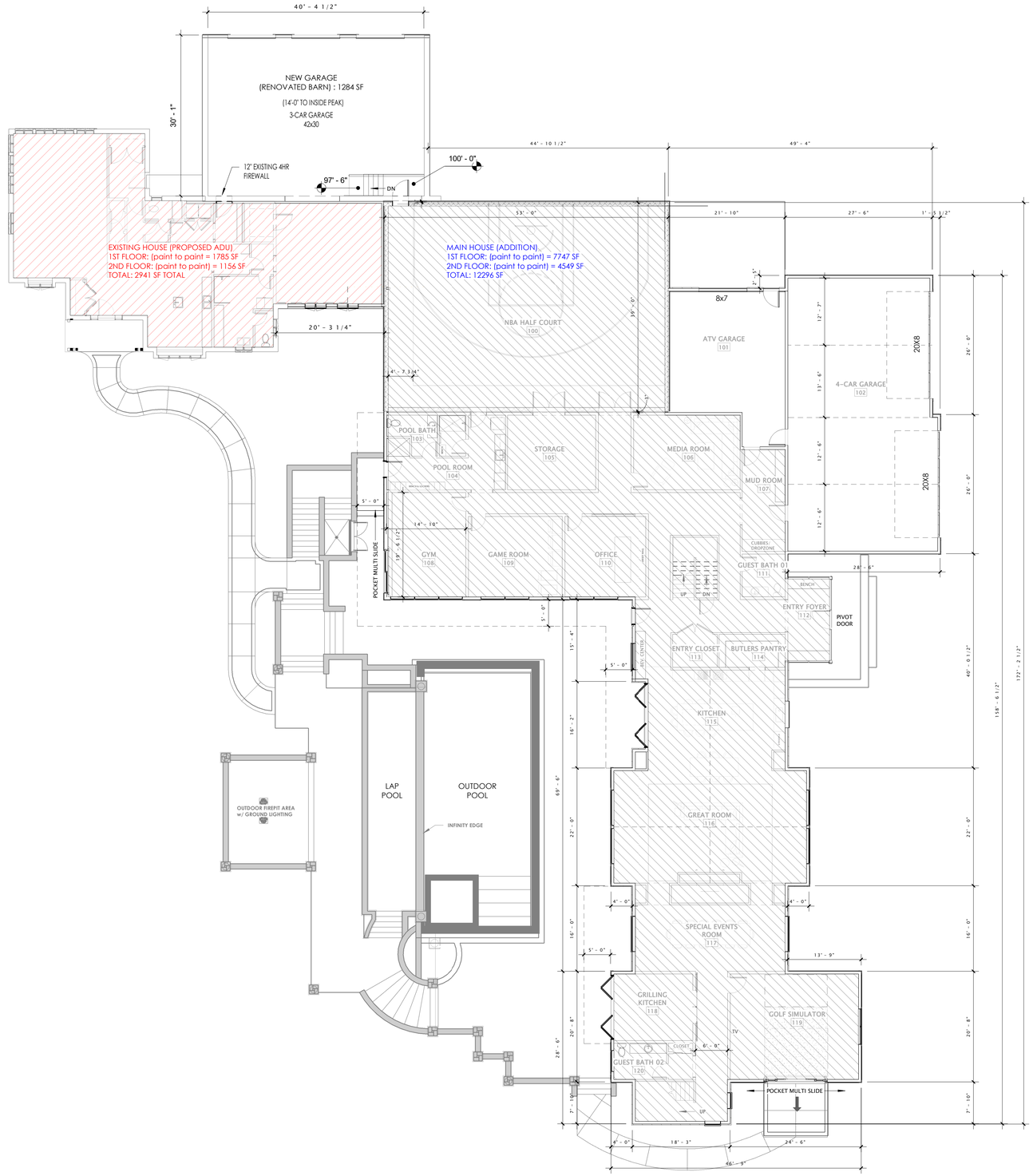
PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
DATE:	12.14.24

SHEET

ROOF PLAN - OVERALL

A103

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)



1 1ST FLOOR - OVERALL SQ FT DIAGRAM
3/32" = 1'-0"

UTTECH
plan. design. build

MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

MEQUON ADDITION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

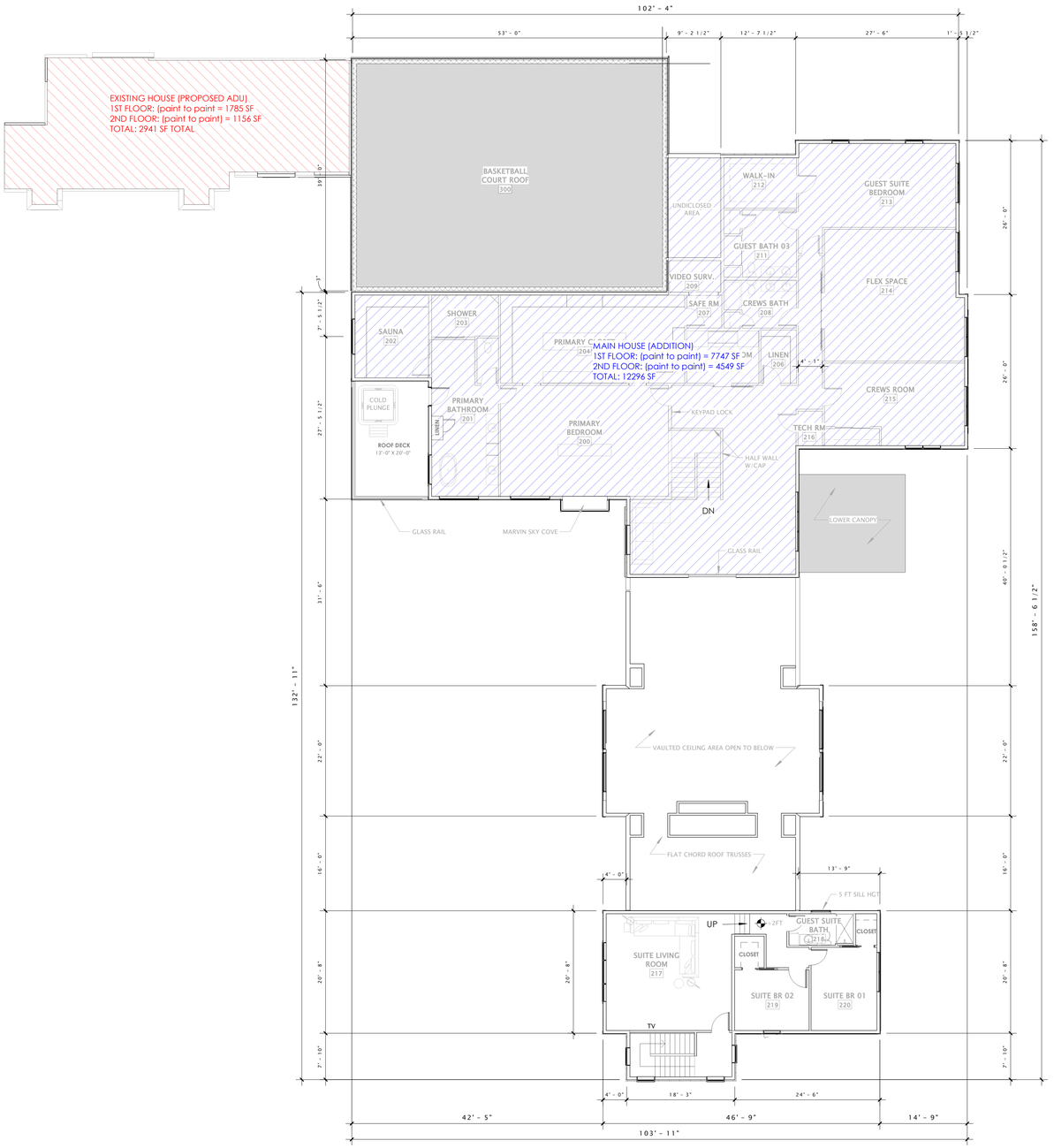
PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
DATE:	1.14.25

SHEET

FIRST FLOOR PLAN - OVERALL SQ FT DIAGRAM

A105

Attachment: Packet Docs_Cassel_01.27.25 (0995 : Catalyst Construction)



1 2ND FLOOR - OVERALL SQ FT DIAGRAM
3/32" = 1'-0"

UTTECH
plan. design. build

MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

MEQUON ADDITION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
DATE:	1.14.25

SHEET

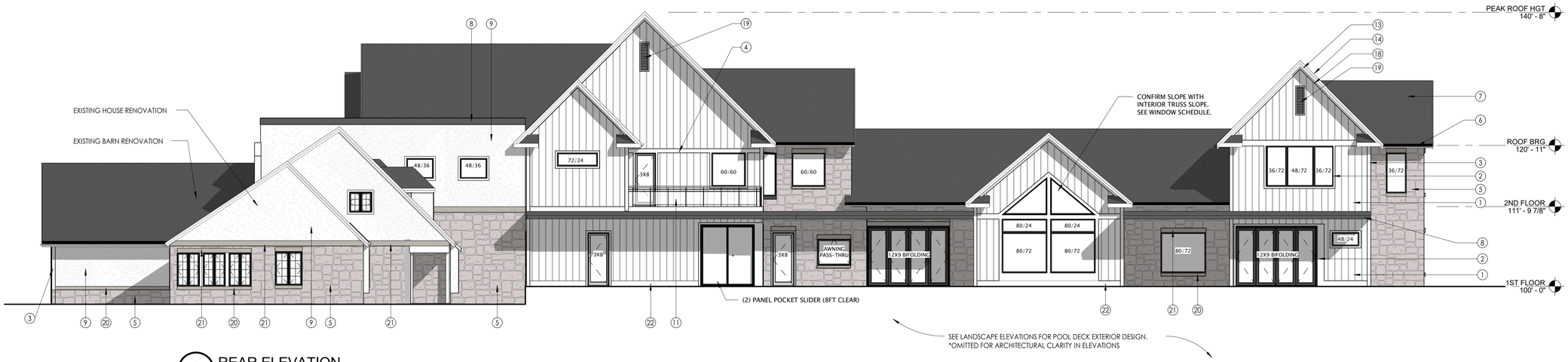
SECOND FLOOR PLAN - OVERALL SQ FT DIAGRAM

A106

Attachment: Packet Docs_Cassel_01.27.25 (0995 : Catalyst Construction)

ELEVATION KEYNOTES

1. LP SMART SIDE BOARD AND BATTEN PANELS - DESERT STONE
2. LP SMART TRIM - WINDOW/DOOR 1X4 - DESERT STONE
3. LP SMART TRIM 1X6 - DESERT STONE
4. LP SMART TRIM 1X10 - DESERT STONE
5. HALQUIST THIN SET STONE - BILTMORE COLLECTION
6. EXTRUDED GUTTERS W/ 5" DOWNSPOUTS
7. DIMENSIONAL ASPHALT SHINGLES - OWENS CORNING 30YR / ONYX BLACK
8. PREFINISHED METAL TRIM - MATCH WINDOW COLOR
9. STUCCO FINISH - COLOR TO MATCH LP DESERT STONE
10. STANDING SEAM METAL ROOFING - WESTERN METAL ROOFING / BLACK
11. 42" A.F.F GLASS RAILING
12. ALUMINUM SOFFIT - WOOD ACCENT
13. 1X8 FASCIA TRIM BOARDS
14. 1X4 FASCIA TRIM BOARDS
15. WINDOWS - MARVIN ULTIMATE SERIES, BLACK
16. POOL - BY OTHERS
17. EXISTING 12" MASONRY WALL
18. INSULATED GARAGE DOORS - CLOPLAY / CANYON RIDGE ELEMENTS
19. DECORATIVE ALUMINUM GABLE VENT: 12" X 48" / COLOR TO MATCH DESERT STONE
20. LIMESTONE SILL - HALQUIST / CARTHAGE MARBLE BRUSHED - 6" TALL (SEE PROFILE #1)
21. LIMESTONE LINTEL - HALQUIST / CARTHAGE MARBLE BRUSHED - 8" TALL (SEE PROFILE #2)
22. LP SMARTSIDE 1X10 TRIM FOR WATER TABLE TRIM / DESERT STONE



2 REAR ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

UTTECH
plan. design. build
MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

EXISTING HOME RENOVATION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
DATE:	12.14.24

SHEET

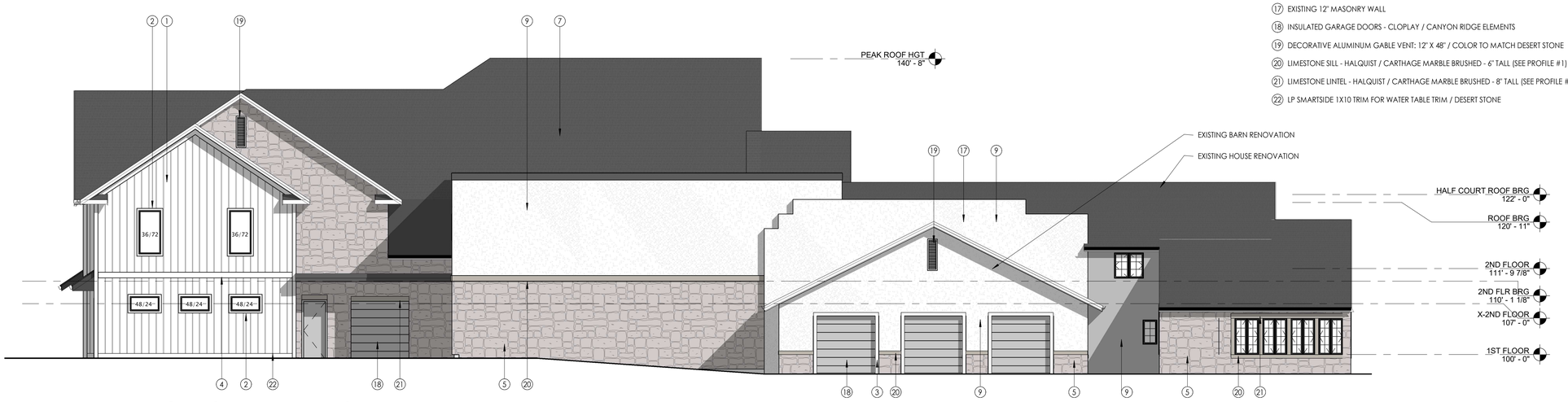
FRONT AND BACK ELEVATIONS

A200

Attachment: Packet Docs. Cassel_01.27.25 (9995 : Catalyst Construction)

ELEVATION KEYNOTES

1. LP SMART SIDE BOARD AND BATTEN PANELS - DESERT STONE
2. LP SMART TRIM - WINDOW/DOOR 1X4 - DESERT STONE
3. LP SMART TRIM 1X6 - DESERT STONE
4. LP SMART TRIM 1X10 - DESERT STONE
5. HALQUIST THIN SET STONE - BILTMORE COLLECTION
6. EXTRUDED GUTTERS W/ 5" DOWNSPOUTS
7. DIMENSIONAL ASPHALT SHINGLES - OWENS CORNING 30YR / ONYX BLACK
8. PREFINISHED METAL TRIM - MATCH WINDOW COLOR
9. STUCCO FINISH - COLOR TO MATCH LP DESERT STONE
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20. LIMESTONE SILL - HALQUIST / CARTHAGE MARBLE BRUSHED - 6" TALL (SEE PROFILE #1)
21. LIMESTONE LINTEL - HALQUIST / CARTHAGE MARBLE BRUSHED - 8" TALL (SEE PROFILE #2)
22. LP SMARTSIDE 1X10 TRIM FOR WATER TABLE TRIM / DESERT STONE



1 RIGHT SIDE ELEVATION
1/8" = 1'-0"



2 LEFT SIDE ELEVATION
1/8" = 1'-0"

UTTECH
plan. design. build

MADISON / MILWAUKEE
Tel: 414.255.4600

PROJECT

EXISTING HOME RENOVATION

2707 CASSEL LN, MEQUON, WISCONSIN

OWNER

2707 WEST CASSEL LANE LLC

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT DESIGNER:	UTTECH DESIGN LLC
PROJECT MANAGER:	MJU
PROJECT NUMBER:	240701
ISSUED FOR:	PLANNING COMMISSION
DATE:	12.14.24

SHEET

RIGHT AND LEFT SIDE ELEVATIONS

A201

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)

PLAT OF SURVEY

NOTES:

- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-83), IN WHICH THE EAST LINE OF THE N.E. 1/4 OF SECTION 1, TOWN 9 NORTH, RANGE 21 EAST, BEARS NORTH 02°04'37" WEST.
- STARTING BENCHMARK: SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 1, ELEVATION IS 673.14 NGVD 1988.
- THE SURVEYOR TAKES NO RESPONSIBILITY FOR THE EXISTENCE OF ANY UNDERGROUND STRUCTURES OR ANY BURIED MATERIALS HAZARDOUS OR SAFE IN NATURE SUCH AS BUT NOT LIMITED TO FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, PETROLEUM PRODUCTS OR OTHER MATERIALS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION. FOR ADDITIONAL INFORMATION PLEASE REFER TO A CURRENT TITLE POLICY OR OTHER RELATED REAL ESTATE DOCUMENTS THAT WOULD PERTAIN TO SAID LIST AND ITS RESPECTIVE LOCATION. FOR ANY UTILITIES NOT SHOWN ON THIS "SURVEY" OR "MAP" OR "EXHIBIT" AND OF WHICH IS REQUIRED, IT IS RECOMMENDED THAT DIGGERS HOTLINE BE CALLED, AND AT WHICH POINT WHEN PUBLIC UNDERGROUND UTILITY LOCATIONS ARE FLAGGED, THE SURVEYOR IS NOT RESPONSIBLE FOR UTILITIES LEFT UNMARKED. ALSO NOTE THAT DIGGERS HOTLINE IS NOT RESPONSIBLE FOR MARKING PRIVATE UTILITIES.
- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

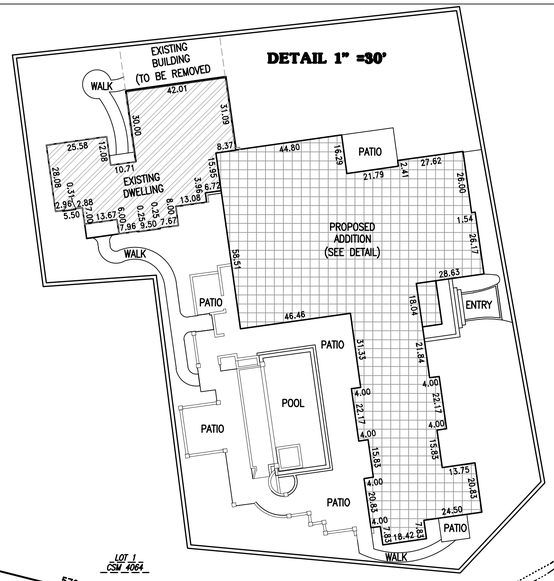
LEGEND:

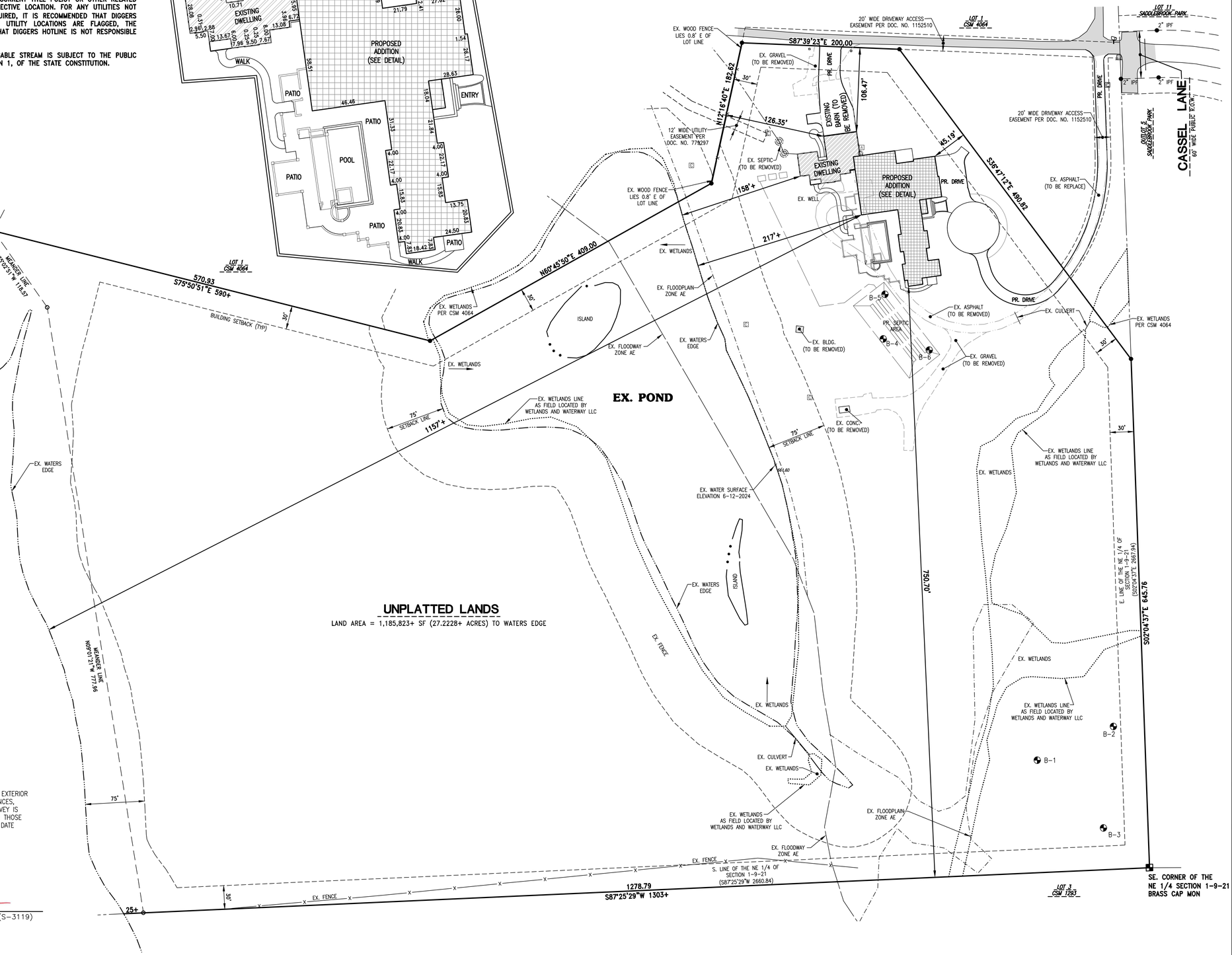
- FND. 1" IRON PIPE (UNLESS NOTED OTHERWISE)
- SET 0.75" REBAR, 18" LONG WEIGHING 1.50 LBS/LIN. FOOT
- MAILBOX
- SIGN
- GAS METER
- AIR CONDITIONER
- ELECTRIC METER
- CONCRETE LID
- UTILITY BOX
- BORING

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.





SCALE: 1"=60'
0 30 60 120

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN } ss
WAUKESHA COUNTY }

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE MAP HEREON IS A TRUE REPRESENTATION THEREOF, AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, AND ROADWAYS, AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE THERETO WITHIN ONE YEAR FROM THE DATE HEREOF. FIELD WORK WAS COMPLETED ON JUNE 12, 2024.

DATED THIS 18th DAY OF NOVEMBER 20 24.

WISCONSIN TED R. INDERMUEHLE S-3119 BROOKFIELD, WI LAND SURVEYOR

TED R. INDERMUEHLE, P.L.S. (S-3119)

WISCONSIN TED R. INDERMUEHLE S-3119 BROOKFIELD, WI LAND SURVEYOR

TRIO DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. CALHOUN RD. SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
EMAIL: tindermuehle@trioeng.com

PROJECT:
MEQUON ADDITION
CITY OF MEQUON, WISCONSIN

PREPARED FOR:
2707 W. CASSEL LANE, LLC
833 E. MICHIGAN ST. SUITE 1800
MILWAUKEE, WI 53202

REVISION HISTORY

DATE	DESCRIPTION

DATE:
NOVEMBER 18, 2024

JOB NUMBER:
24-031-1223-01

DESCRIPTION:
PLAT OF SURVEY

SHEET
1 OF 1

X:\2024\24-31-1223 CASSEL LANE - MEQUON\DRAWINGS\SURVEY\24P1223-NEW HOUSE.DWG

Attachment: Packet Docs_Cassel_01.27.25 (9995 : Catalyst Construction)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655
www.ci.mequon.wi.us
Department of Community Development

TO: **Planning Commission**

FROM: **NATALIE REDDING, CITY PLANNER**

DATE: **January 27, 2025**

SUBJECT: **David Roettgers for Roettgers Company. The applicant is seeking minor request for master sign plan approval for the property located 11155 N. Wauwatosa Road (Mobil).**

Applicant:	David Roettgers, Roettgers Company Inc.
Status of Applicant:	Agent
Requested:	Master Sign Plan
Existing Use:	Gas Station
Existing Zoning:	B-1 (Neighborhood Business District)
Land Use Plan:	Neighborhood Commercial
Lot size:	.95 Acres
Location:	11155 N. Wauwatosa Road
Tax Key Number:	#14-028-01-000.00
District:	#4

Background: The applicant is requesting master sign plan approval for a Mobil Car Wash located at 11155 N Wauwatosa Road. The building and site plan amendment and expansion of a non-conforming use for the Mobil Car Wash was initially approved in May of 2023. A subsequent approval for an extension was granted in September of 2024. The signs put forth in this plan aim to uphold a certain level of customer service for the business and guarantee safe navigation through the site.

Master Sign Plan:
The master sign plan includes a total of eight signs scattered throughout the site. This includes five freestanding signs, and three wall mounted signs. The proposed signs range from two to fifteen square feet, with the menu sign being the largest. Given that this sign contains the most pertinent information as to the car wash's services, and is located within the car wash queue, staff does not see an issue with the size as proposed. Staff is requesting the yellow arrow with red lettering on the entrance sign be changed to a red arrow with white lettering, to better match the general color scheme and branding of the Mobil station. Other than this adjustment, staff does not see any issues with the size, location and designs of the proposed signage as they are interior to the site, to the rear of the convenience store and therefore not impactful to public view of the intersection, which is a gateway to the Town Center.

Staff Recommendation:
Planning staff recommends **approval** of the master sign plan subject to the following conditions:

1. Entrance sign arrow color be changed from yellow to red.
2. Landscape area to be planted around the base of public facing

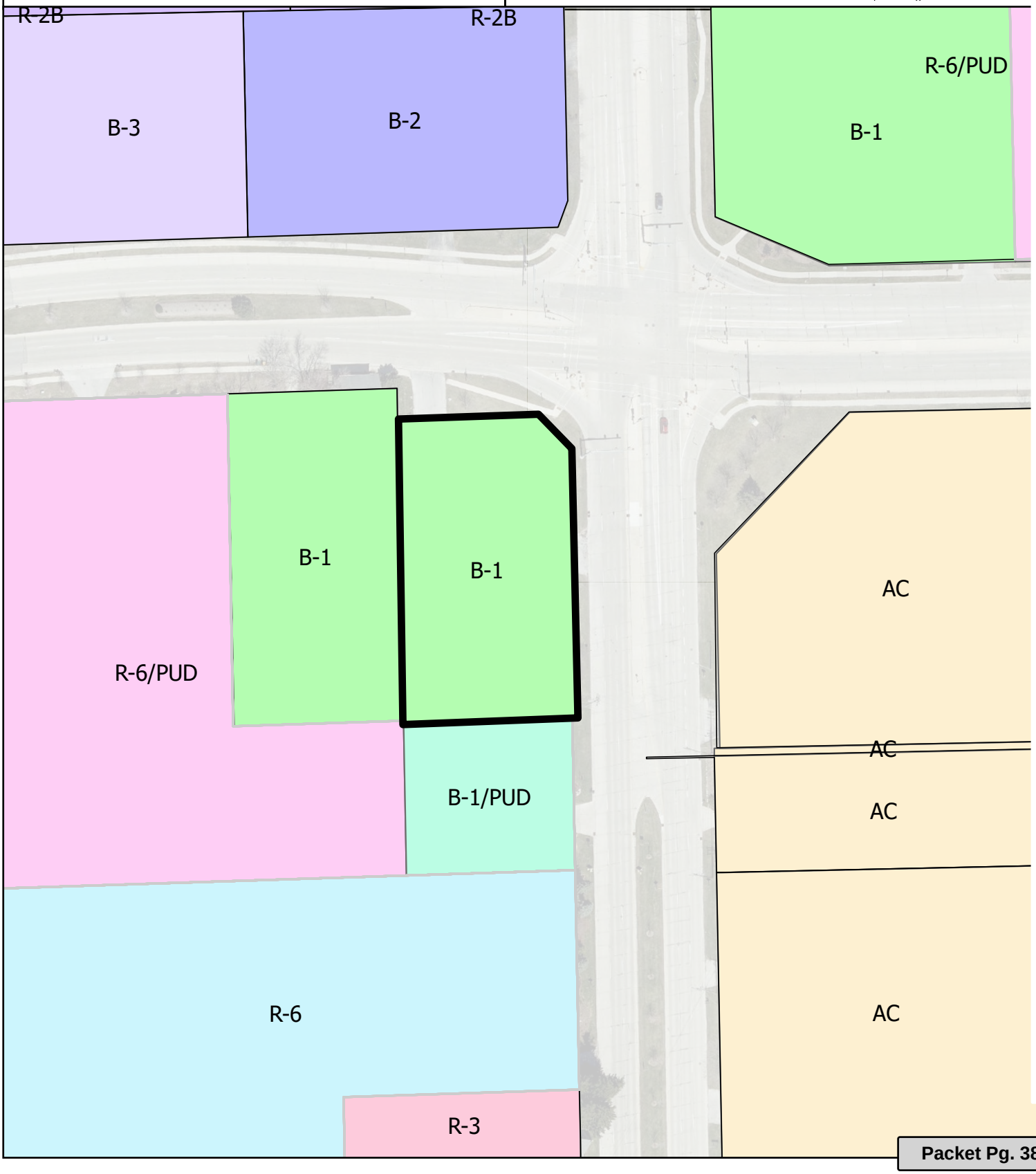
freestanding/monument signs, extending a minimum of 5 feet from the base of the sign (specifically entrance sign).

3. Final sign plans shall be submitted within 180 days of Planning Commission action. Such final plans shall be subject to staff review and approval prior to issuance of permits. Approval shall be based on consistency with applicant's application and the requirements of the Planning Commission's approval.
4. Compliance with all other requirements of the sign code.

Attachments:
Packet Docs_Mobil_MSP_01.27.25 (PDF)

MOBIL

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



Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)



Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

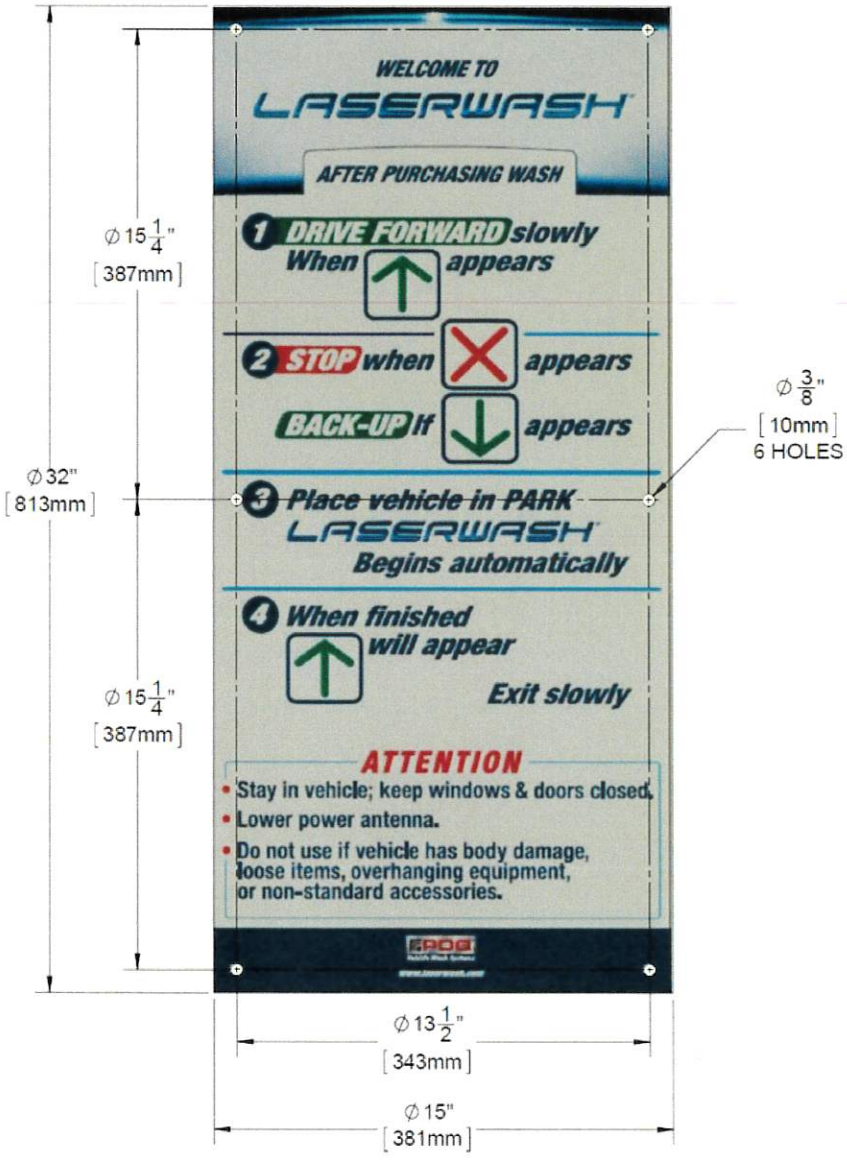
TSS CAR WASH EXPERTS
AN NCS COMPANY

DATE: 6/14/2024
SALES ORDER: 114915
CUSTOMER PO: 95264
COMPANY: OIL EQUIPMENT
DESIGNER: LIZ

PART#:	EENIS
DIMENSIONS:	18"W X 48"H X 2.25"D
BODY COLOR:	CLEAR ANODIZE
QTY:	1
CUT FILE REFERENCE:	N/A
MOUNT:	PLATE

NUMBER OF CHANGES
02

ALL DESIGNS ARE PRIVATE PROPERTY OF TSS
REPRODUCTION WITHOUT WRITTEN CONSENT IS PROHIBITED. PLEASE REVIEW ALL COPY FOR PUNCTUATION, SPELLING AND DESIGN. THERE MAY BE A SLIGHT COLOR VARIATION VARIATION BETWEEN THIS DESIGN AND THE FINAL PRODUCT. A $50 DESIGN FEE WILL BE ASSESSED AFTER EVERY 3RD DESIGN CHANGE.



Instructional Sign

-Sign Type: Wall/Façade Mounting

-Construction: Aluminum

-Lighting: Non-illuminated

-Size: 15" W x 32" H

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)



Menu Sign

-Sign Type: Monument/Freestanding Ground

-Construction: Baked enamel aluminum and SS hardware, with a high impact plastic face

-Lighting: Exterior illuminated

-Size: 3' W x 5' H, Pedestal Mount 18" ground clearance

Menu Sign Rendering



Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)



Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)



Wait/Go Sign

-Sign Type: Wall/Façade Mounting

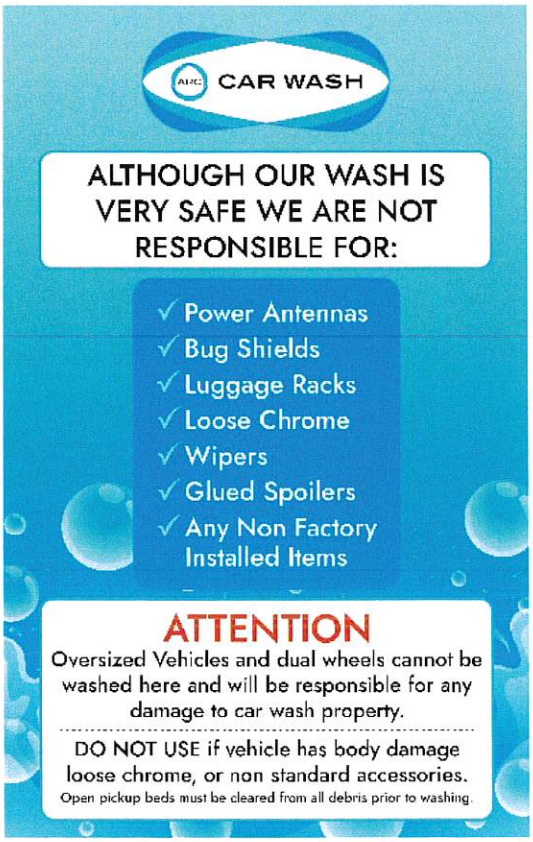
-Construction: Molded Plastic

-Lighting: Exterior illuminated

-Size: 18”x18”



Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)



Pay Station Disclaimer Sign

-Sign Type: Monument/Freestanding Ground

-Construction: Vinyl Decal

-Lighting: Non-illuminated

-Size: 28" W x 42"

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)



Clearance Structure

-Sign Type: Monument/Freestanding Ground

-Construction: Heavy Aluminum

-Lighting: Non-illuminated

-Size: Horizontal curved beam is 2" x 4" 108" W. Vertical post is 4" x 4" x 120" H



Open Sign

-Sign Type: Monument/Freestanding Ground

-Construction: Anodized aluminum fixture and St. St. hardware, with a high impact plastic face

-Lighting: Exterior illuminated (LED)

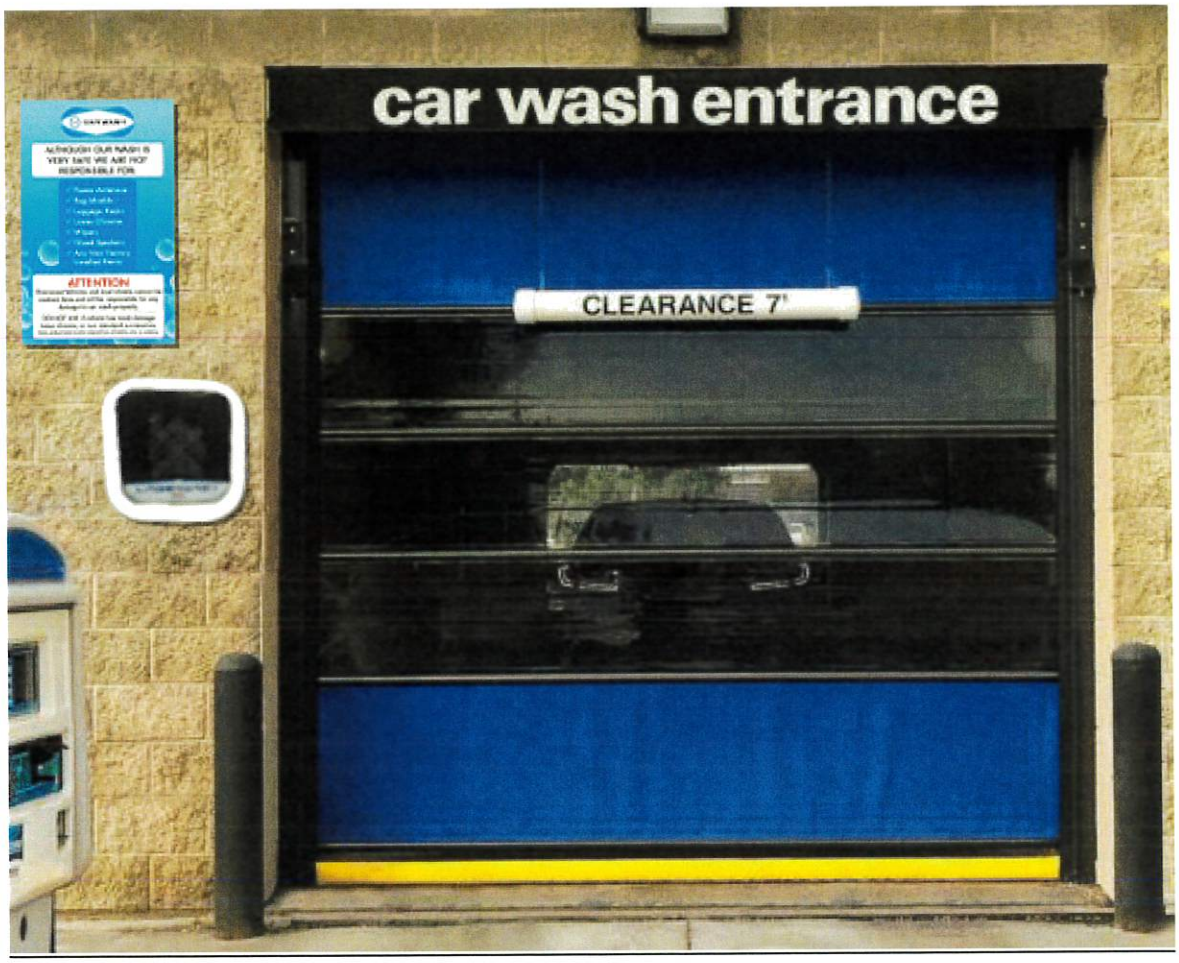
-Size: 9.25" W x 33" H x 4" D

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

Clearance Structure Rendering



Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)



Doors

-Sign Type: Wall/Façade Mounting

-Construction: Vinyl

-Lighting: Non-illuminated

-Size: 10’ W x 8’ H

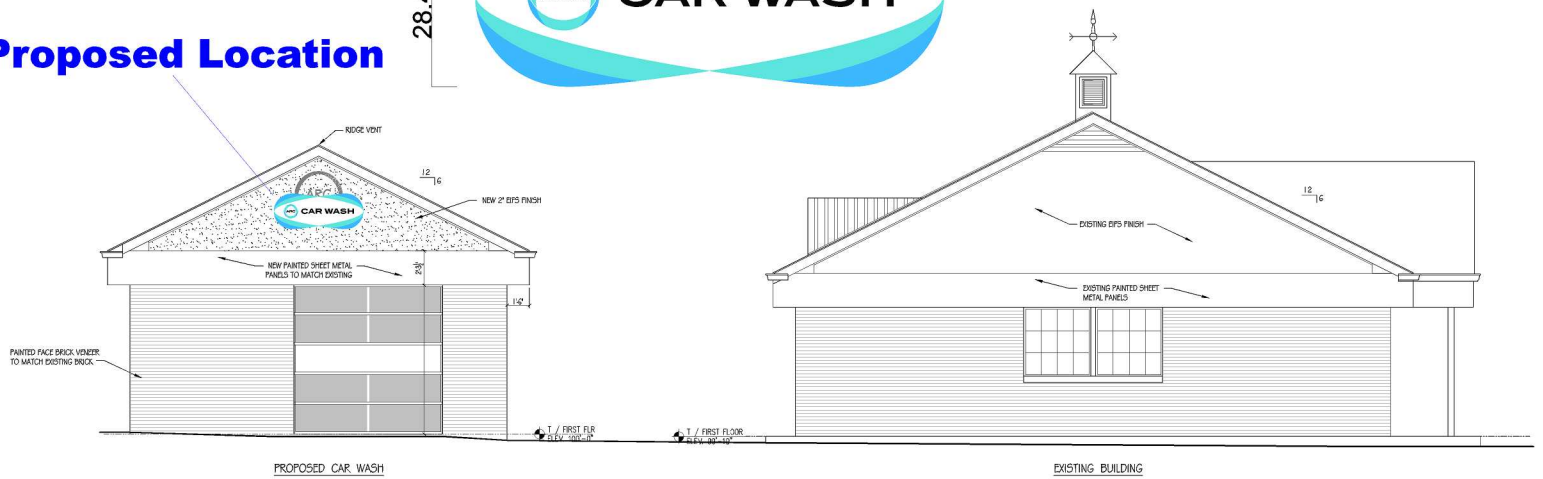
Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

72 in

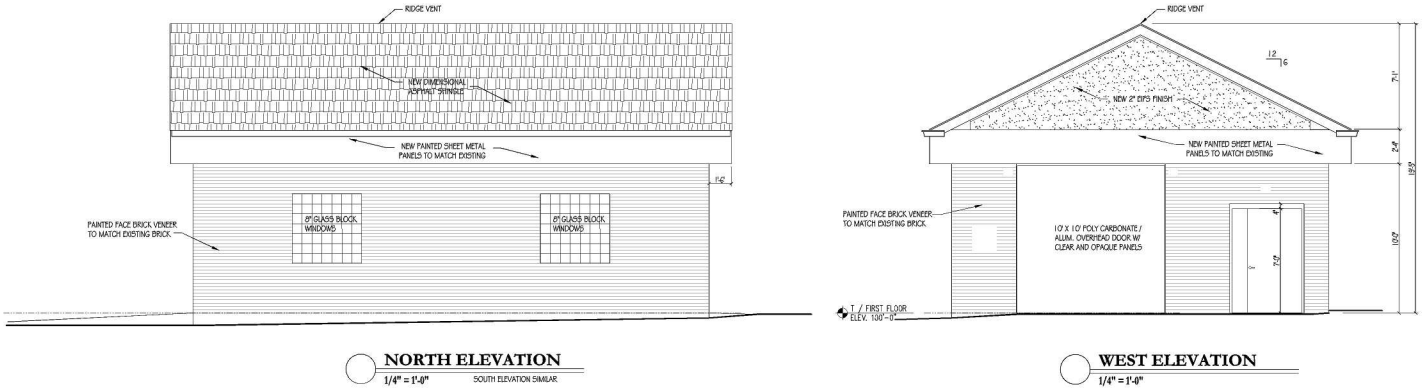
28.45 in

ARC CAR WASH

Proposed Location



EAST ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'-0"
SOUTH ELEVATION SIMILAR

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

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers

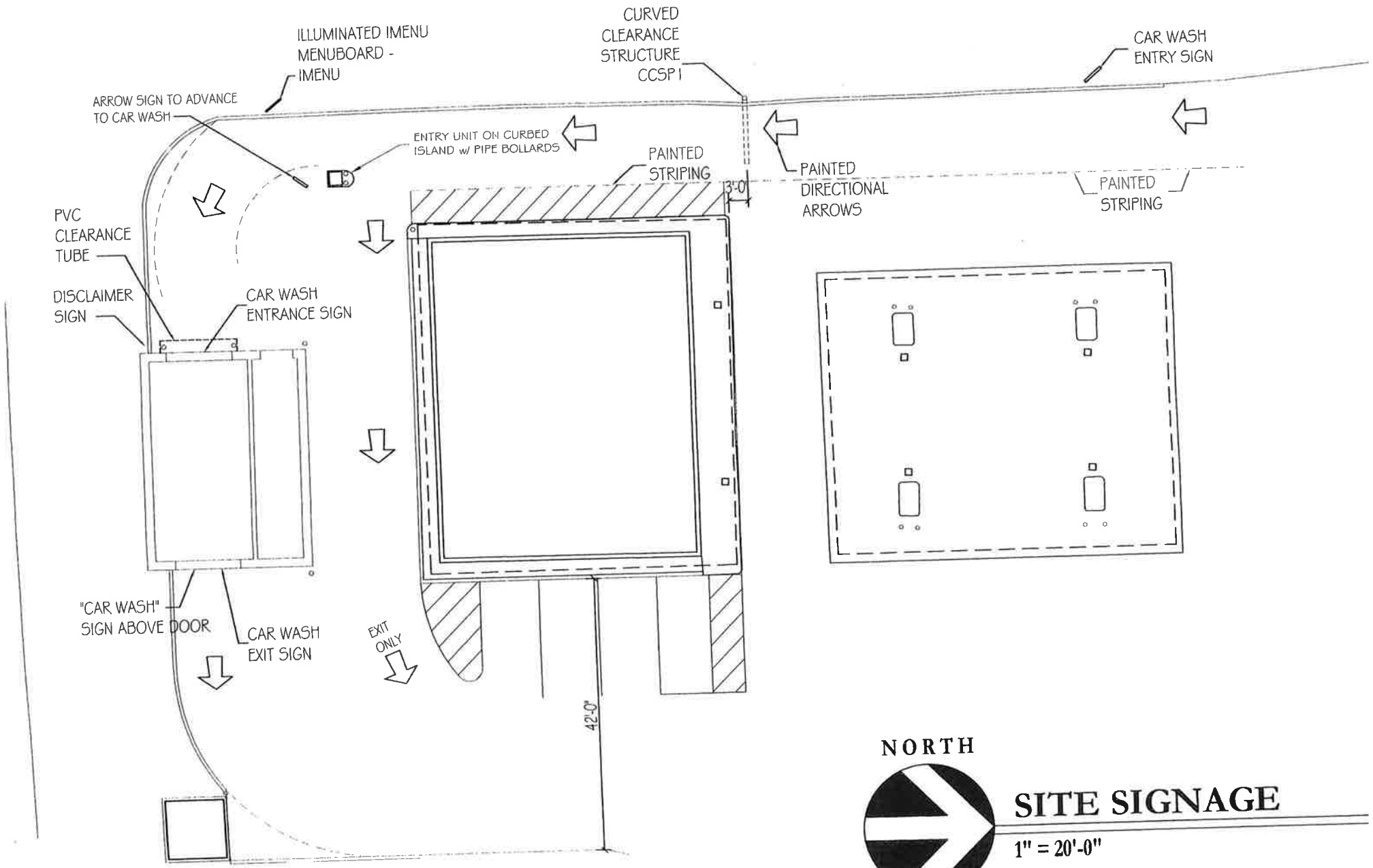
Menomonee Falls Signarama
N84W15787 Menomonee Ave, Ste 1,. Menomonee Falls, WI 53051 (262) 251-4300

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Approved by: E-mail:
X:\Roettgers\2024\Arc Car Wash - Mequon
File: Mequon - Car Wash.fs

will@SignsWithImpact.com

Date: 5/24/2024



SITE SIGNAGE

1" = 20'-0"

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

Action
Ald. Strzelczyk made a motion to open a public hearing.
Commissioner Schaefer seconded the motion.
A *voice vote was taken; vote passed*

No public comment

Action
Commissioner Stoker made a motion to close the public hearing.
Commissioner Hawley seconded the motion.
A *voice vote was taken; vote passed*

Consent items 2a, 3b and 3e will remain on the consent agenda.

Action
Ald. Strzelczyk made a motion to approve the 3 consent agenda items.
Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

b) David Roettgers for Mobil. The applicant is seeking expansion of a non-conforming use and building and site plan amendment approval to allow for a previously approved car wash and ancillary facilities for the property located at 11155 N. Wauwatosa Road.

Action
Ald. Strzelczyk made a motion to open a public hearing.
Commissioner Schaefer seconded the motion.
A *voice vote was taken; vote passed (8-0)*

No public comment

Action
Commissioner Stoker made a motion to close the public hearing.
Commissioner Hawley seconded the motion.
A *voice vote was taken; vote passed (8-0)*

Ald. Strzelczyk stated that the dates in condition #4 need to be corrected (packet page 23).

Director Tollefson stated that the original date of May 2023 was given to get the brush and trim of the existing landscaping removed and she believes that some of the trimming and vegetation cleanup has occurred but an extended completion date, due to the new approval date of June 30, 2025, can be modified.

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

Action
Ald. Strzelczyk made a motion to approve with the amendment to the date change to June 30, 2025, in condition #4.
Commissioner Schaefer seconded the motion.

The applicant, Mike Roettgers, stated he has some minor changes to the amount of asphalt needed on site.
The mayor stated this issue can be handled at staff level as the impervious surface is the same.

Mr. Roettgers also stated that on the southeast corner of the building that the landscape planter proposed there causes a sight impairment for customers to see around it.

Mayor Nerbun stated that an amendment to the motion to that the pavement plan and the landscape plan modification shall be handled at staff level.
Ald. Strzelczyk accepted this amendment to the motion.
Commissioner Hawley also accepted the amendment.
A *voice vote was taken; vote passed (8-0)*

RESULT:	**APPROVED WITH CONDITIONS [8 TO 0]**
MOVER:	Andrew Nerbun, Chair
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Stoker, Urbani

3) Consent

a) Alex Leykin. The applicant is seeking minor request approval to allow for an accessory structure exceeding 1,000 sq. ft. for the property located at 14207 N. Birchwood Lane

Commissioner Barnes commented that he prefers that the birch trees on site be avoided when constructing the proposed accessory structure.

Asst. Dir. Zader commented that unless there are specimen trees the property owner can do what they want on their property.

The applicant, Alex Leykin, stated that he intends to keep the birch trees. He explained that he is waiting for a report regarding the wetlands in hope that the Army Corp of Engineers can approval a waiver for the 50-ft setback there.

Action
Ald. Strzelczyk made a motion to approve the accessory structure.
Commissioner Choren seconded the motion.
A *roll call vote was taken; vote passed (8-0)*

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

Meeting minutes from May 22, 2023

c) Fifth-Main. The applicant is seeking sign design approval for the property located at 1550 W. Mequon Road.

Dir. Tollefson stated the application for approval is strictly for design. The sign otherwise technically complies with the sign code. She explained that the sign was modified in the fall of last year which made it non-conforming to its sign permit. There was a lot of public feedback regarding the design of the sign, and it has been modified in advance of this approval request. A pink outline detail was added to each of the tenant panels. The sign code requires that the color scheme of the sign match the colors of the principal building or attributes of the property. Staff does not believe the tone of pink matches anything on the structure of the building. When staff does not believe compliance with the design standards can be achieved within the code, the item shall be advanced to the Planning Commission for final decision.

She further commented that another option would be for a contrasting color be used for the sign but the applicant would be required to submit a proposal that shows that the contrasting color is incorporated throughout the site or the building. The city's architectural review standards as it relates to structures address colors being consistent with the building or surroundings and must have a significant visual impact.

The applicant stated that they incorporated new branding and that the pink color is part of their website and other marketing for their business. Their customers communicate that their location is difficult to find, and the unique coloring of the sign helps their customers find their building. They believe there are different hues of pink in the building stone.

There was discussion among the Commission that the color is not acceptable and that it is not believed to be part of their branding or their logo (upon review of their website). The feedback is that there is not coloring in the building that matches the tone of the pink sign and it is not cohesive with the surrounding area.

Action
Alderman Strzelczyk made a motion to deny this item.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (5-1) (No: Schaefer)

RESULT:	**DENIAL [5 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Urbani, Nerbun, Strzelczyk, Choren, Hawley
ABSENT:	Gentges, Stoker
DEEMED NO:	Schaefer

d) Gerald Nell, Inc. for Roettgers Company. The applicant is seeking expansion of a non-conforming use and building and site plan amendment approval to allow for a car wash and ancillary facilities for the property located at 11155 N. Wauwatosa Road (Mobil). REMOVE FROM TABLE

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

Action
Commissioner Choren made a motion to remove the item from the table.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (6-0)

Dir. Tollefson stated that this item has been before the Commission at the last few meetings as there were a number of unresolved issues related to the site as well as operational issues. All of the matters have been resolved as detailed in the staff report except for one which is the proposal for the location of the vacuums. Some of the issues resolved include:

- Curbing location confirmed along the queue lane to help protect the landscaping and control run off from the site.
- Dumpster location will be in the southeast corner of the site where there are fewer constraints.
- Parking lot repairs will be made to portions of the site and sealed.
- Landscaping will be coordinated with neighboring properties, in fill of species where needed and street trees will be included.

She reminded the Commission that service-oriented features are typically not located at the front of the site.

The applicant explained the style of vacuum they are proposing.

The Commission provided feedback that most of the Commissioners prefer ground level vacuums without the canopy arms and that landscaping must be present to help shield the vacuum bank. They agree that due to the limited size parcel that the vacuums need to be located at the front of the site.

Action
Commissioner Choren made a motion to approve 3 ground level vacuums, under 6 feet in height, they must be well-screened by landscaping and aluminum in color.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (6-0)

RESULT:	**APPROVED WITH CONDITIONS [6 TO 0]**
MOVER:	Martin Choren, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Urbani, Nerbun, Strzelczyk, Choren, Hawley, Schaefer
ABSENT:	Gentges, Stoker

3) **Policy**

1) Chapter 58 Zoning Code Text Amendment Related to the Storage of Recreational Vehicles

Asst. Dir. Zader stated that he incorporated feedback from the Commission and drafted a revised ordinance for Recreational Vehicles on residential properties. The proposed changes allow for one vehicle under 20 feet in length and one vehicle, not to exceed 27 feet in length, be allowed on residential properties from May 15 through October 31st. Vehicles greater than 27 feet in length are allowed temporarily from May 15 through October 31 for up to 7 days with approval from the

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

Meeting minutes from April 24, 2023

2) Public Hearing

a) GABO Investments, LLC for Paul Reilly Company. The applicant is seeking conditional use grant approval to allow for warehousing for the property located at 1100 W. Glen Oaks Lane.

Action
Commissioner Choren made a motion to open a public hearing.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (8-0)

No Public Comment

Action
Commissioner Choren made a motion to close the public hearing.
Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

Action
Commissioner Stoker made a motion to approve the conditional use grant per conditions in the staff report.
Commissioner Choren seconded the motion.
A voice vote was taken; vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	John Stoker, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Barnes, Choren, Hawley, Lemke, Parrish, Schaefer, Stoker
ABSENT:	Gentges

b) Gerald Nell, Inc. for Roettgers Company. The applicant is seeking expansion of a non-conforming use and building and site plan amendment approval to allow for a car wash and ancillary facilities for the property at 11155 N. Wauwatosa Road (Mobil). REMOVE FROM TABLE

Action
Commissioner Stoker made a motion to remove the item from the table.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

Action
Commissioner Stoker made a motion to open a public hearing.
Commissioner Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0)

No Public Comment

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

Action
Commissioner Stoker made a motion to close the public hearing.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

Planner Laurie Miller stated that this request is for an expansion of a non-conforming use and was before the Commission at the March 20, 2023, meeting. She discussed many items included in the updated proposal outlining many of the staff's concerns which are detailed in the staff report.

The applicant stated glass block windows are standard for car washes and are most efficient to allow for light. He discussed the trash collection schedule as a concerning issue as well as the location for the trash dumpster. He explained the vacuum location options and he offered that they could be located next to the building. The curbing was discussed as the applicant is only offering to provide curbing for a portion of the site. The applicant agrees to provide new asphalt for a portion of the site and to do repairs on some of the site, but not to replace the entire site. They do agree with the recommended operating hours and to the decibel volume.

Director Kim Tollefson stated that it has been a long-standing policy that service-oriented features are not located along public streets; especially as this is a high-volume trafficway and gateway corner to the city.

The Planning Commission provided feedback that they are supportive of the glass block windows and believe there will not be high visibility from the street due to the existing landscaping. There was some discussion regarding trash collection and potential issues with how it would affect the queue for the car wash. There was feedback that ground level vacuums are preferred (instead of overhead vacuums) and some support that repair and resealing of the asphalt in certain areas would be acceptable.

The items discussed were summarized as following:

- A revised plan/operating plan that addresses the trash collection issue be submitted.
- Final location of the vacuums to be agreed upon.
- Consistent landscaping along the west property line is required (no gap).
- Asphalt repair and resealing is acceptable in certain areas.
- Glass block window is acceptable.
- The limited curbing proposal needs to be addressed and agreed upon.

Action
Commissioner Schaefer made a motion to table the item.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (7-1) (No: Stoker)

Attachment: Packet Docs_Mobil_MSP_01.27.25 (9997 : David Roettgers for Roettgers Company)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655
www.ci.mequon.wi.us
Department of Community Development

TO: **Planning Commission**

FROM: **JAC ZADER, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT**

DATE: **January 27, 2025**

SUBJECT: **Brixmor SPE 1 LLC. The applicant is seeking minor request for master sign plan approval for the property located at 10906-11116 N. Port Washington Road (Mequon Pavilions).**

Applicant:	Brixmor SPE 1 LLC
Status of Applicant:	Owner
Requested:	Master Sign Plan Amendment
Existing Use:	Shopping Center
Existing Zoning:	B-2 (Community Business District)
Land Use Plan:	Community Commercial
Lot size:	19.7 Acres
Location:	10902-11116 N. Port Washington Road
Tax Key Number:	#15-029-06-010.00
District:	#8

Background:
The applicant is requesting a master sign amendment for the Pavilions Shopping Center located at 10902-11116 North Port Washington Road. The applicant has been working with the city on a more significant change to the Master Sign Plan based on façade changes that occurred several years ago to the development. The amendment process has been more complicated that initially contemplated and is expected to be resolved in the coming months. In the meantime, the applicant is requesting a minor change to the plan to address an immediate concern for one of the new tenants (Sierra). The amendment is related to the size limitations of a logo as part of the overall sign package.

Master Sign Plan Amendment:
The proposed sign plan amendment is related to the size of a logo as part of the overall sign design. The current regulations state the following:

- Maximum logo height and width shall follow the same restraints as the letters.
- Logos are included in the total square footage of the sign and are permitted up to 20% of the allowable square footage of the sign or 12 square feet, whichever is less.

The current language was proposed by the owner during the last MSP amendment in 2019. It is important to note that prior to 2012 the MSP did not restrict the square footage of the logo and the current sign code for the city does not differentiate between logos and signs. The change to the MSP in 2019 relating to logos created several nonconforming signs in the shopping center, most notably the Sendiks sign (see attached picture). In addition, it restricted new signs from

having a larger logo like the recently installed Sierra sign (see attached picture).

The new, proposed language states that a logo shall be permitted as part of the sign on the front facing façade of each space, provided that it complies with the following:

- The logo height shall not exceed 150% of the height of the sign lettering for such space,
- The logo shall not exceed 50% of the total sign area,
- The logo shall be considered part of the sign and meet all other size and location requirements.

Staff is supportive of the proposed amendment since it does not increase the size of the overall sign area and will address all of the current nonconforming situations. Based on the new language the applicant has submitted a sign design for the Sierra tenant space to show what the new sign will look like (see attached picture).

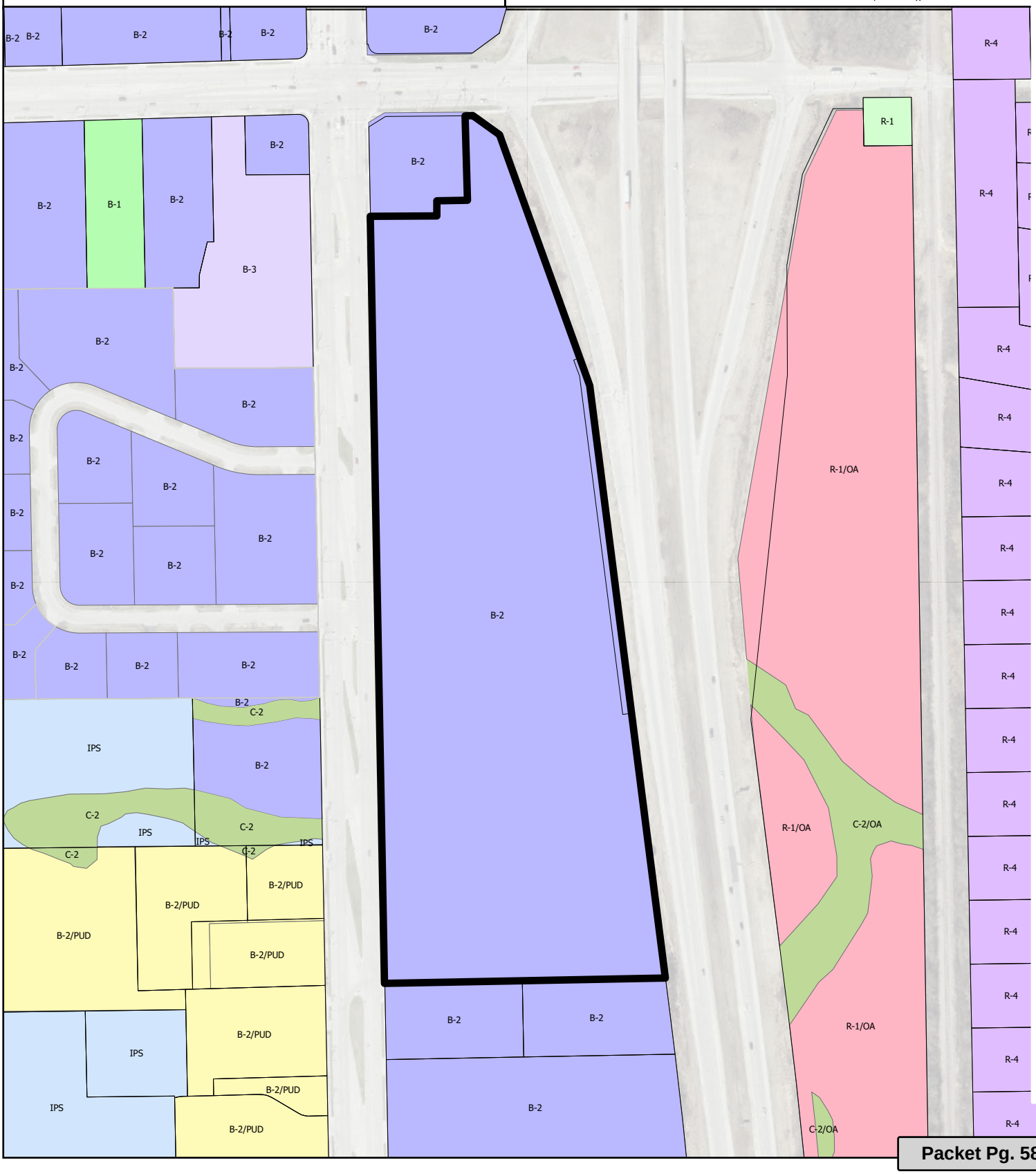
Staff Recommendation:
Staff recommends **approval** of the master sign plan amendment subject to the following conditions:

1. Staff review of final master sign plan.
2. Final sign plan shall be submitted within 180 days of Planning Commission action. Such final plans shall be subject to staff review and approval prior to issuance of permits. Approval shall be based on consistency with applicant's application and the requirements of the Planning Commission's approval.

Attachments:
PacketDocs_Brixmor_01.27.25 (PDF)

BRIXMOR (MSP)

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



Attachment: PacketDocs_Brixmor_01.27.25 (9996 : Brixmor SPE 1 LLC)

Master Sign Plan Amendment – Pavilions Shopping Center

Old Language

G) Trade Insignia/Logo: Maximum height and width shall follow the same restraints as the letters. Logos are included in the total square footage of the sign and are permitted up to 20% of the allowable square footage of the sign or 12 square feet, whichever is less.

New language

G) Logo: A logo shall be permitted as part of the sign on the front facing façade of each space, provided that it complies with the following: (i) logo height shall not exceed 150% of the height of the lettering for such space, (ii) the logo shall not exceed 50% of the total sign area, (iii) the logo shall be considered part of the sign and meet all other size and location requirements.

Attachment: PacketDocs_Brixmor_01.27.25 (9996 : Brixmor SPE 1 LLC)



Attachment: PacketDocs_Brixmor_01.27.25 (9996 : Brixmor SPE 1 LLC)



Attachment:



24'-11" (75% OF STOREFRONT HEIGHT)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655
www.ci.mequon.wi.us
Department of Community Development

TO: **Planning Commission**

FROM: **JAC ZADER, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT**

DATE: **January 27, 2025**

SUBJECT: **Technical Engineering Consultants, LLC. The applicant is seeking final plat, development agreement and concept plan approval to allow for a 37-lot subdivision for the property located at 1310 W. Highland Road (Highland Road Meadows).**

Applicant:	Technical Engineering Consultants, LLC
Status of Applicant:	Agent
Requested:	Final Plat Development Agreement Amendment Concept Plan Amendment Open Space Plan Street Plan
Existing Zoning:	UCRC (Ulao Creek Residential Cluster District)
Land Use Plan:	Residential 1 Acre
Lot size:	32.72 Acres
Location:	1310 W. Highland Road
Tax Key Number:	#15-007-16-002.00
District:	#5

Background: The applicant is requesting several actions for Highland Meadows subdivision located at 1310 W Highland Road, a subdivision consisting of 37 single family lots ranging from 15,005 to 27,690 square feet. The requested approvals are as follows:

- Concept Plan Amendment
- Street Tree Open Space and Landscape Plan
- Development Agreement Amendment
- Final Plat

Concept Plan:
The applicant is requesting an amendment to the original concept plan approved on May 20, 2024, as it relates to the lot coverage requirement. The Ulao Creek zoning district limits the amount of the lot that can be covered by buildings and structures to 20 percent unless approved by Planning Commission. The applicant states that it is difficult to meet the requirement on smaller lots that contain a ranch home. For example, the smallest lot in the development (Lot 18) would be limited to 3,000 square feet of lot coverage. With most new homes including a three-car attached garage that is approximately 700 square feet, it doesn't allow for a dwelling large enough to meet current customer demand. The applicant is requesting an amendment that would increase the lot coverage requirement to 23% for lots under 18,000 square feet that are

constructing a single-story home. There are 13 lots of the 37 lots that are less than 18,000 square feet. The applicant has also agreed to prohibit accessory buildings as part of the Homeowners Restrictions. This would alleviate potential future problems on lots where the home utilizes the entire lot coverage requirement permitted under the code. Staff recommends a condition of the Development Agreement address this restriction to ensure compliance over time regardless of HOA actions that could modify their covenants.

Street Tree and Open Space Plan:
The proposed street tree plan was reviewed and approved by the Tree Board on October 8, 2024. The landscape plan includes plantings in the open space areas, along Port Washington and Highland Road, and adjacent to the asphalt path the connects to the existing path in front of Ascension Medical. The open space plan includes a tot lot playground area with a fire pit and asphalt and grass trails throughout the site. The open space plan complies with the requirements of the UCRC zoning district. Staff has no objection to the street tree and landscape plan.

Development Agreement Amendments:
The developer is requesting two development agreement (DA) amendments. The first is related to the sanitary sewer flow restrictor system components, and the second is related to sidewalk installation.

Staff recommends approval of the language included in the DA amendment drafts. If the DA amendment drafts are not approved as written, engineering staff does not recommend approval of final plat as the conditions of the original development agreement have not been met. If changes are requested to the draft amendments, staff recommends tabling both the final plat approval and the DA amendment items to allow staff and legal review.

Sanitary Sewer Flow Restrictor System:
The existing DA requires sanitary sewer facilities to be constructed prior to final plat approval. The developer has experienced material delays for delivery and installation of the electronic components needed to fully operate the restrictor system. The developer and City have developed a draft amendment that would allow the developer to obtain final plat prior to installation. The amendment requires the developer to deposit a guarantee and operate the system until completion along with other requirements as shown in the attached DA amendment.

Public Sidewalk:
The existing DA requires sidewalk to be fully constructed prior to final plat approval. Currently, the developer has not installed sidewalk in the development and is unable to due to current weather conditions. The amendment would require the developer to deposit a guarantee and install the sidewalk prior to June 30th, 2025, along with other requirements as shown in the attached DA amendment. The developer is only able to obtain building permits on 21 of the 37 lots until the sidewalk is completed. Building permit issuance would be prohibited on lots (specified lots are listed in the DA) with drive access through a sidewalk area until the sidewalk is constructed and approved by the City.

Final Plat:
The developer requests final plat approval for this subdivision, which includes 37 single-family lots with outlots that contain open space, asphalt path with lights and storm water detention facilities. The final plat is consistent with the approved preliminary plat granted on January 23, 2023, and later amended in May 2024. Since there will be no dwellings completed until spring, staff agreed to delay the installation of the open space features including landscaping, street

trees, path lights and play areas until June 30, 2025. The open space area also includes the extension of the illuminated path along Port Washington Road. Based on complaints from residents in the area, the light fixture has been modified to reduce the amount of glare coming off the fixture. Staff has replaced one of the existing lights in front of the Ascension Medical clinic and in the future will be replacing the remaining five.

Engineering Report:
Cole McCraw, Assistant City Engineer, has reviewed the application and has the following comments:

The Developer must fulfill all requirements of the Development Agreement (DA) prior to the recording of the final plat. The applicant was provided with a project checklist of items required to be complete prior to final plat approval at Common Council and before recording the final plat document.

Final grading is still needed for the public roads that are interior of the site and will be deemed as City (public) right-of-way. Except where modified by DA amendment (i.e. grading for delayed installation of the public sidewalk), all grading shall be completed, and the full site shall be stabilized prior to final plat recording.

The developer shall provide proof of payment in full for the installation of the utilities prior to final plat recording.

Staff Recommendations:
Planning Staff recommends **approval** of the concept plan amendment, street tree and open space plan subject to the following conditions:

1. Lot coverage shall not exceed 23% for lots under 18,000 square feet where a single-story home is constructed.

Staff recommends **approval** of the development agreement amendments subject to the following conditions:

1. Common Council approval of the development agreement amendments.
2. City Attorney review of the development agreement amendment language, subject to any clerical, legal, or technical changes.
3. The Development Agreement shall include a provision that prohibits accessory structures on all lots in the development.

Staff recommends **approval** of the final plat subject to the following conditions:

1. Common Council approval of the Final Plat.
2. Payment of all necessary fees and or escrows including landscaping, street trees and open space features that have not been installed. The escrows shall equal 125% of the cost of materials and installation.
3. A 14-month bond for street trees and an escrow equal to 25% of the landscape contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the applicant. The timeline shall begin at the time of installation.

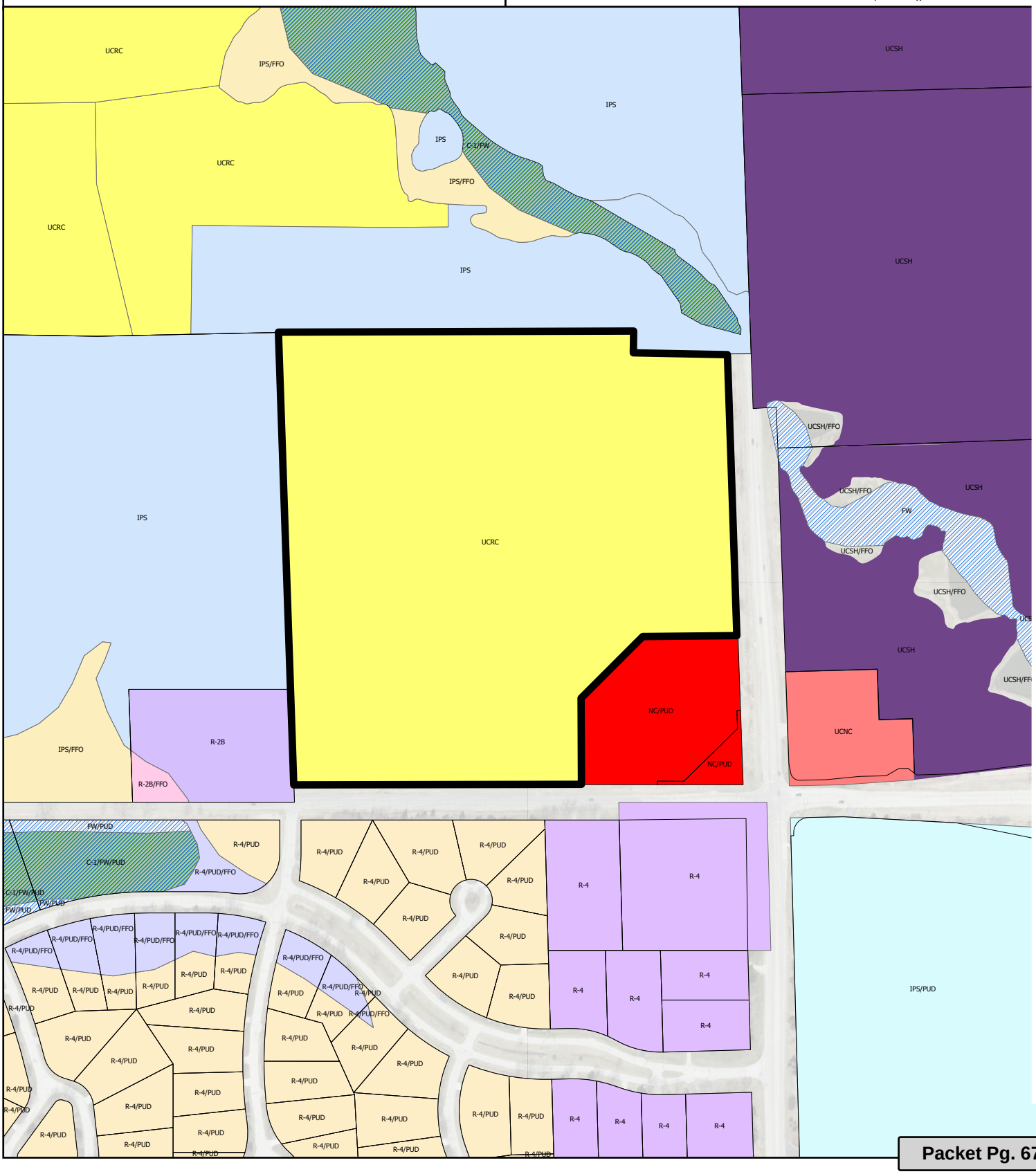
4. All improvements not installed at the time of the recording of the plat shall be completed and installed by June 30, 2025.
5. Final legal documents include an Open Space Agreement and Public Access Easement for the paths are subject to City Attorney review and approval prior to recording.
6. All buildings shall maintain a minimum building setback of 30’ from the public road right-of-way and a minimum 10/20’ offset from the side and rear property lines. Offsets to wetlands as established by the Department of Natural Resources (DNR).
7. Architectural design of residential buildings shall comply with the Architectural Board’s publication entitled “Guidelines for Residential Structures” and are subject to the Architectural Review Board.
8. Completion of remaining Project Checklist items prior to final plat recording.
9. City Engineer certification that the terms of the Development Agreement have been complied with and that the plat is ready for recording. Restored areas must be stabilized prior to final plat recording.
10. Any remaining punch list items must be completed by final plat recording.
11. Any technical corrections identified by staff shall be made to the final plat.

12. Engineering review and approval of the water main, sanitary sewer and grading record drawings in accordance with the approved construction plans. The applicant shall provide the City with AutoCAD files and hard copies of all approved record drawings prior to recording of the final plat.

Attachments:
Packet Docs_HighlandMeadows_01.27.25 (PDF)

HIGHLAND MEADOWS

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



Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

THE VICTORY COMPANIES

A triumph in home-building excellence

N118 W18531 Bunsen Drive
Germantown, WI 53022

262-252-7100
262-252-7109
victorycompaniesofwisconsin.com

1/15/25

To: Jac Zader

The Victory Companies, Inc. would like to request an exception to the maximum lot coverage area to those lots that are 18,000 square feet or less in the Highland Meadows Subdivision. Our request is to increase the maximum coverage area to 23% on the lots that are less than 18,000 square feet for ranch homes only! We have found that ranch homes that customers are looking to build are exceeding the current 20% rule when they add three car garages and/or any covered porch. We kindly ask for exception to the current 20% rule found in Section 58-249 of the Code ordinances of the city of Mequon, Wisconsin.

Respectfully submitted,

John H. Stoker

President – The Victory Companies, Inc.

262-252-7100 Ext. 225

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

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

Certified _____, 20____

Department of Administration

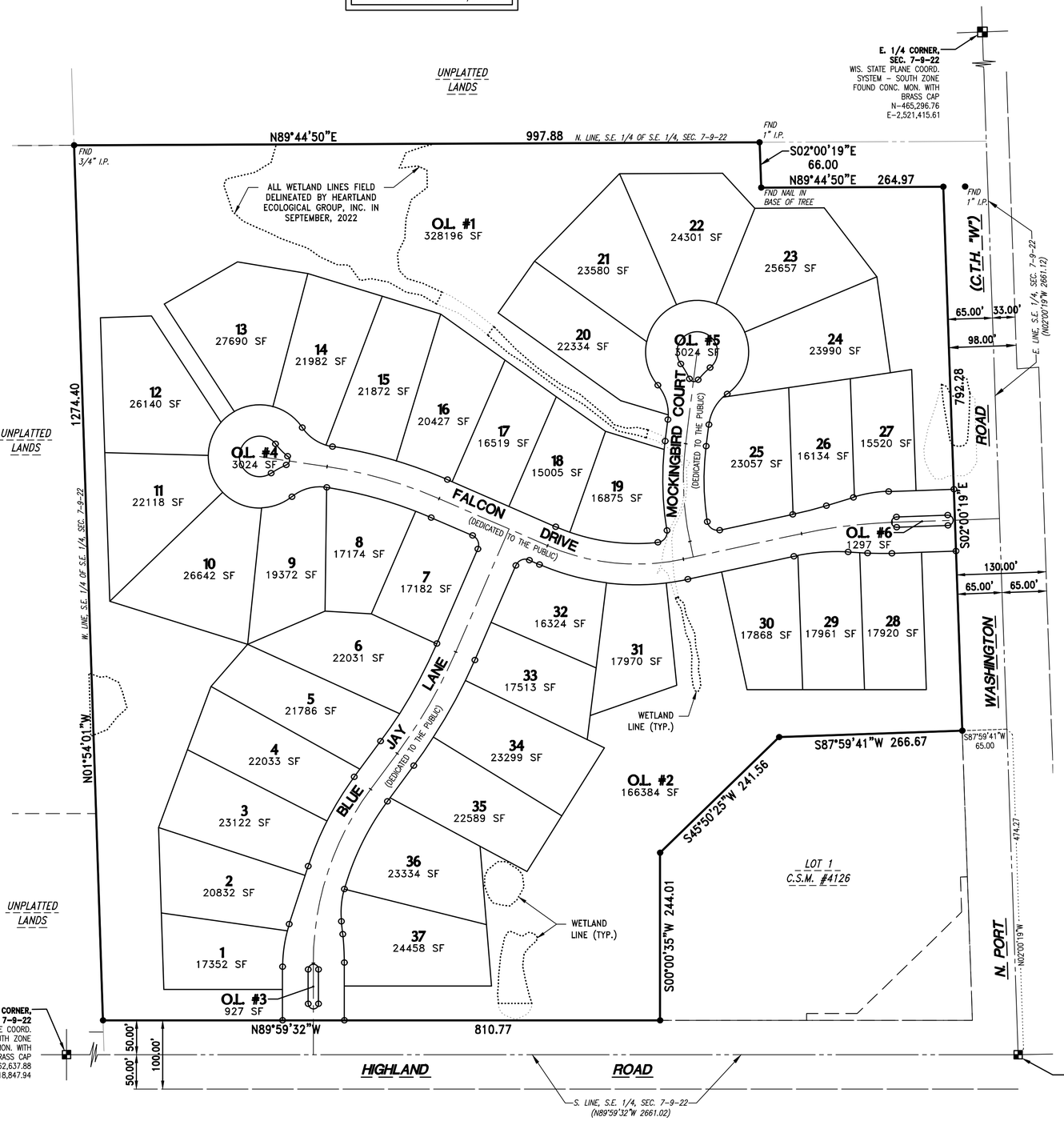
OWNER:
HIGHLAND ROAD, LLC
N118 W18531 BUNSEN DRIVE
GERMANTOWN, WI 53022

DESIGN CRITERIA:
ZONING: UCRC
MINIMUM FRONT YARD SETBACK = 30 FT.
MINIMUM SIDE YARD SETBACK = 10 FT.
MINIMUM REAR YARD SETBACK = 20 FT.
LOT COVERAGE = 20% BUILDING/STRUCTURE

HIGHLAND MEADOWS

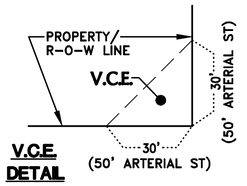
BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

OVERALL DETAIL SHEET



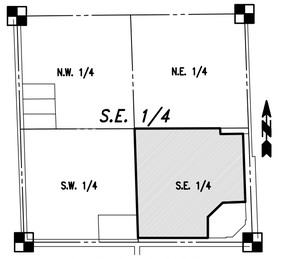
SCALE: 1"=100'
0 50 100 200

VISION CORNER EASEMENT: (V.C.E.)
Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 36 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.



V.C.E. DETAIL

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



LOCALITY MAP:
S.E. 1/4, SEC. 7, T. 9 N., R. 22 E.
SCALE: 1"=1000'

GENERAL NOTES:

1. Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
2. Indicates Found 0.75" Reinforcing Bar unless otherwise noted.
3. All linear measurements have been made to the nearest one-hundredth of a foot.
4. All angular measurements have been made to nearest second and computed to the nearest half-second.
5. All bearings are referenced to the Grid North of the Wisconsin State Plane Coordinate System (NAD 1983/2011 datum) – South Zone, in which the East line of the S.E. 1/4 of Section 7, Town 10 North, Range 22 East, is taken to bear North 02°00'19" West.
6. The Easements for Storm Sewer, Drainage, Stormwater, Watermain, Sanitary Sewer and Public Access and Maintenance are herein granted to the City of Mequon.
7. The Owners of the residential Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1, 2, 3, 4, 5 and 6 of this Subdivision. Ozaukee County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
8. Stormwater Management Facilities are located on Outlots 1 and 2 of this Subdivision. The Owners of all Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
9. The Sanitary Sewer System, Water Distribution System, and Storm Sewer System located within the Right-of-Way areas are hereby dedicated for public use as an action of recording this Final Plat.
10. All Lots that are less than 18,000 Square Feet shall have a 23% Maximum Lot Coverage Ratio. All lots greater than 18,000 Square Feet shall comply with Sec. 58-249 of the Code of Ordinances of the City of Mequon, Wisconsin.

BASEMENT RESTRICTION - GROUNDWATER NOTE:

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

WETLAND AREA RESTRICTIONS:

Those areas identified as Wetland on this Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited except in connection with the construction of a proposed Trail System, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and land Use-Planning and Zoning Division shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

VISION CORNER EASEMENT: (V.C.E.)

Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 36 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.

WETLAND DELINEATION NOTE:

Wetland boundaries shown herein are based on a field delineation and Wetland Delineation Report prepared by Heartland Ecological Group, Inc. conducted in September of 2022.
Per proposed WDNR wetland permitting as illustrated.

WETLAND PROTECTIVE AREAS:

Per City of Mequon Sec. 58-675(i):
- –Highly Susceptable Wetland Setback: 50'
- –Less Susceptable Wetland Setback: 10% of average width, but no less than 10' or more than 30'.

H:\C900\953\09016-01-HIGHLAND ROAD SUB\SURVEY\PLATS\166FPL01.DWG

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

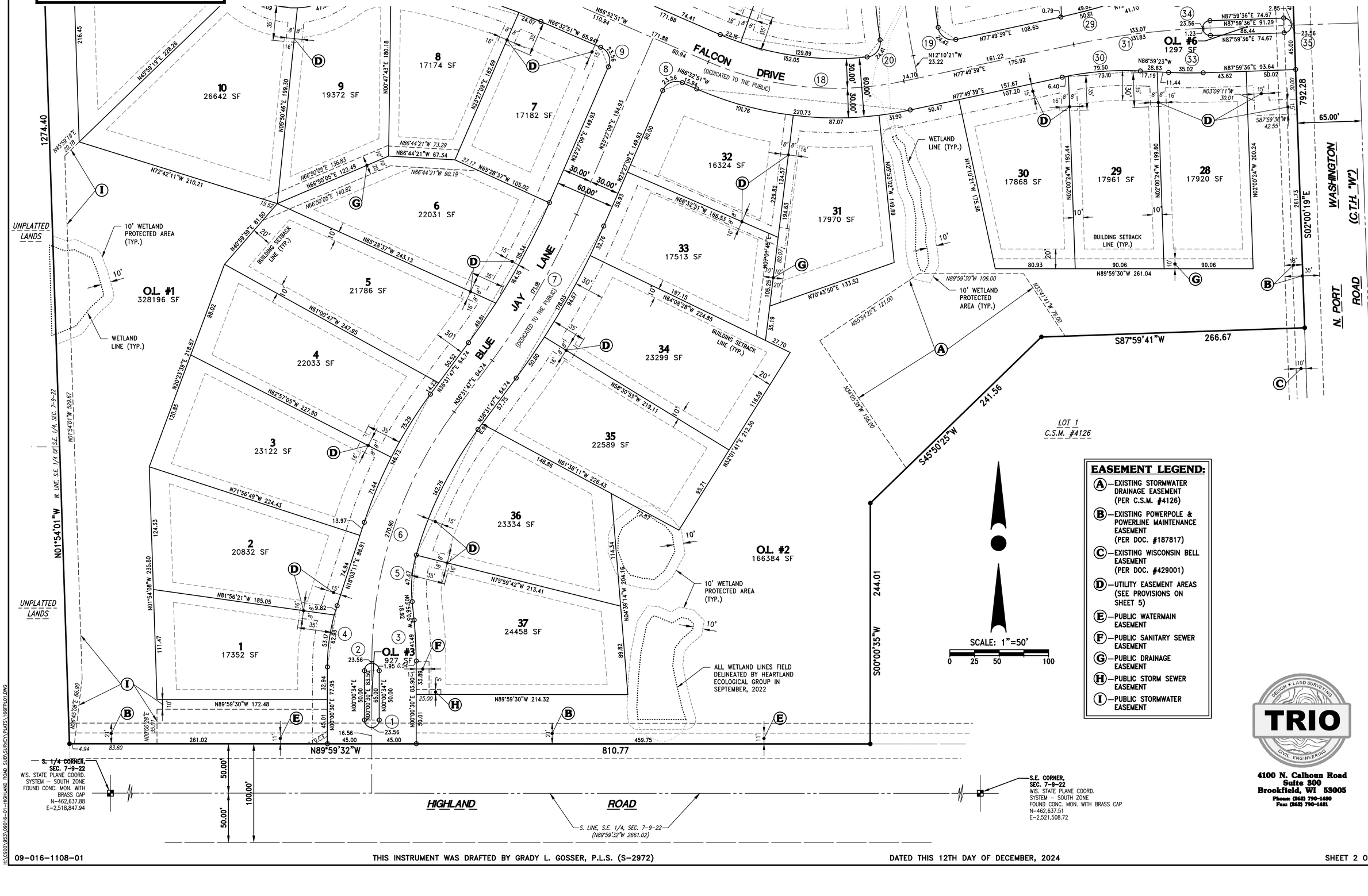
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



EASEMENT LEGEND:

- (A) — EXISTING STORMWATER DRAINAGE EASEMENT (PER C.S.M. #4126)
- (B) — EXISTING POWERPOLE & POWERLINE MAINTENANCE EASEMENT (PER DOC. #187817)
- (C) — EXISTING WISCONSIN BELL EASEMENT (PER DOC. #429001)
- (D) — UTILITY EASEMENT AREAS (SEE PROVISIONS ON SHEET 5)
- (E) — PUBLIC WATERMAIN EASEMENT
- (F) — PUBLIC SANITARY SEWER EASEMENT
- (G) — PUBLIC DRAINAGE EASEMENT
- (H) — PUBLIC STORM SEWER EASEMENT
- (I) — PUBLIC STORMWATER EASEMENT

S. 1/4 CORNER, SEC. 7-9-22
WIS. STATE PLANE COORD. SYSTEM – SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N–462,637.88
E–2,518,847.94

S.E. CORNER, SEC. 7-9-22
WIS. STATE PLANE COORD. SYSTEM – SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N–462,637.51
E–2,521,508.72

S. LINE, S.E. 1/4, SEC. 7-9-22 (N89°59'32"W 2661.02)

TRIO ENGINEERING
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

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Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

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

Certified _____, 20____

Department of Administration

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SCALE: 1"=50'
0 25 50 100

E. 1/4 CORNER, SEC. 7-9-22
WIS. STATE PLANE COORD. SYSTEM – SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N-465,296.76
E-2,521,415.61

S.E. CORNER, SEC. 7-9-22
WIS. STATE PLANE COORD. SYSTEM – SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N-462,637.51
E-2,521,508.72

09-016-1108-01 | THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) | DATED THIS 12TH DAY OF DECEMBER, 2024 | SHEET 3 OF 5

H:\C900\953\09016---01--HIGHLAND ROAD SUB\SURVEY\PLATS\166FPL01.DWG

Attachment: Packet Docs. HighlandMeadows. 01.27.25 (10000 : Technical Engineering Consultants, LLC)

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	O.L. 3	7.50	180°00'00"	23.56	15.00	N89°59'30"W	S00°00'30"W	N00°00'30"E
2	O.L. 3	7.50	180°00'00"	23.56	15.00	S89°59'33"E	N00°00'27"E	S00°00'27"W
3	37	400.00	5°56'35"	41.49	41.47	N02°57'47.5"W	N00°00'30"E	N05°56'05"W
4	WEST	200.00	18°02'41"	62.99	62.73	N09°01'50.5"E	N00°00'30"E	N18°03'11"E
	2	200.00	2°48'43"	9.82	9.81	N16°38'49.5"E	N15°14'28"E	N18°03'11"E
	1	200.00	15°13'58"	53.17	53.02	N07°37'29"E	N00°00'30"E	N15°14'28"E
5	37	125.00	21°45'25"	47.47	47.18	N04°56'37.5"E	N05°56'05"W	N15°49'20"E
6	C/L	425.00	36°31'17"	270.90	266.34	N18°16'08.5"E	N00°00'30"E	N36°31'47"E
	36	395.00	20°42'27"	142.76	141.98	N26°10'33.5"E	N15°49'20"E	N36°31'47"E
	WEST	455.00	18°28'36"	146.73	146.09	N27°17'29"E	N18°03'11"E	N36°31'47"E
	4	455.00	9°28'52"	75.29	75.21	N31°47'21"E	N27°02'55"E	N36°31'47"E
	3	455.00	8°59'44"	71.44	71.36	N22°33'03"E	N18°03'11"E	N27°02'55"E
7	C/L	750.00	13°04'38"	171.18	170.81	N29°59'28"E	N36°31'47"E	N23°27'09"E
	EAST	780.00	13°04'38"	178.03	177.64	N29°59'28"E	N36°31'47"E	N23°27'09"E
	33	780.00	2°24'23"	32.76	32.76	N24°39'20.5"E	N25°51'32"E	N23°27'09"E
	34	780.00	6°57'13"	94.67	94.61	N29°20'08.5"E	N32°48'45"E	N25°51'32"E
	35	780.00	3°43'02"	50.60	50.60	N34°40'16"E	N36°31'47"E	N32°48'45"E
	WEST	720.00	13°03'46"	164.15	163.80	N29°59'54"E	N36°31'47"E	N23°28'01"E
	6	720.00	9°10'44"	115.34	115.22	N28°03'23"E	N32°38'45"E	N23°28'01"E
	5	720.00	3°53'02"	48.81	48.80	N34°35'16"E	N36°31'47"E	N32°38'45"E
8	32	15.00	90°00'00"	23.56	21.21	N68°27'09"E	N23°27'09"E	S66°32'51"E
9	7	15.00	90°00'00"	23.56	21.21	N21°32'51"W	N23°27'09"E	N66°32'51"W
10	C/L	650.00	15°00'07"	170.19	169.71	N74°02'54.5"W	N66°32'51"W	N81°32'58"W
	NORTH	680.00	14°43'44"	174.81	174.32	N73°54'43"W	N66°32'51"W	N81°16'35"W
	16	680.00	6°39'53"	79.10	79.06	N69°52'47.5"W	N66°32'51"W	N73°12'44"W
	15	680.00	8°03'51"	95.71	95.63	N77°14'39.5"W	N73°12'44"W	N81°16'35"W
	SOUTH	620.00	14°38'14"	158.39	157.96	N73°51'58"W	N66°32'51"W	N81°11'05"W
	7	620.00	2°13'26"	24.07	24.06	N67°39'34"W	N66°32'51"W	N68°46'17"W
	8	620.00	12°24'48"	134.32	134.06	N74°58'41"W	N68°46'17"W	N81°11'05"W

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
11	NORTH	65.00	46°59'58"	53.32	51.84	N57°46'36"W	N81°16'35"W	N34°16'37"W
	15	65.00	8°14'15"	9.35	9.34	N77°09'27.5"W	N81°16'35"W	N73°02'20"W
	14	65.00	38°45'43"	43.97	43.14	N53°39'28.5"W	N73°02'20"W	N34°16'37"W
12	9	65.00	47°37'35"	54.03	52.49	N75°00'07.5"E	N51°11'20"E	S81°11'05"E
13	TOTAL	75.00	274°32'03"	359.36	101.79	S08°27'21.5"W	N34°16'37"W	N51°11'20"E
	14	75.00	40°56'39"	53.60	52.46	N54°44'56.5"W	N34°16'37"W	N75°13'16"W
	13	75.00	44°01'16"	57.62	56.22	S82°46'06"W	N75°13'16"W	S60°45'28"W
	O.L. 1	75.00	19°17'16"	25.25	25.13	S51°06'50"W	S60°45'28"W	S41°28'12"W
	12	75.00	40°02'23"	52.41	51.35	S21°27'00.5"W	S41°28'12"W	S01°25'49"W
	11	75.00	45°26'30"	59.48	57.94	S21°17'26"E	S01°25'49"W	S44°00'41"E
	10	75.00	48°12'01"	63.09	61.25	S68°06'41.5"E	S44°00'41"E	N87°47'18"E
	9	75.00	36°35'58"	47.91	47.10	N69°29'19"E	N87°47'18"E	N51°11'20"E
14	O.L. 4	29.50	266°10'49"	137.05	43.09	N08°27'34.5"E	S55°22'10"W	S38°27'01"E
15	O.L. 4	122.50	11°43'30"	25.07	25.02	N44°18'46"W	N50°10'31"W	N38°27'01"W
16	O.L. 4	7.50	117°16'10"	15.35	12.81	N08°27'34"E	N67°05'39"E	N50°10'31"W
17	O.L. 4	122.50	11°43'29"	25.07	25.02	N61°13'54.5"E	N55°22'10"E	N67°05'39"E
18	C/L	325.00	35°37'30"	202.08	198.84	N84°21'36"W	S77°49'39"W	N66°32'51"W
	NORTH	295.00	29°31'52"	152.05	150.37	N81°18'47"W	S83°55'17"W	N66°32'51"W
	19	295.00	25°13'36"	129.89	128.84	N83°27'55"W	S83°55'17"W	N70°51'07"W
	18	295.00	4°18'16"	22.16	22.16	N68°41'59"W	N70°51'07"W	N66°32'51"W
	SOUTH	355.00	35°37'30"	220.73	217.19	N84°21'36"W	S77°49'39"W	N66°32'51"W
	O.L. 2	355.00	5°08'54"	31.90	31.89	S80°24'06"W	S77°49'39"W	S82°58'33"W
	31	355.00	14°03'12"	87.07	86.86	N89°59'51"W	S82°58'33"W	N82°58'15"W
	32	355.00	16°25'24"	101.76	101.41	N74°45'33"W	N82°58'15"W	N66°32'51"W
19	25	15.00	93°17'08"	24.42	21.81	N55°31'47"W	S77°49'39"W	N08°53'13"W
20	19	15.00	93°14'41"	24.41	21.81	N37°17'56.5"E	N83°55'17"E	N09°19'24"W
21	C/L	425.00	19°16'27"	142.97	142.29	N02°32'07.5"W	N12°10'21"W	N07°06'06"E
	25	395.00	15°59'19"	110.23	109.87	N00°53'33.5"W	N08°53'13"W	N07°06'06"E
	WEST	455.00	16°25'30"	130.44	129.99	N01°06'39"W	N09°19'24"W	N07°06'06"E
	O.L. 1	455.00	1°31'38"	12.13	12.13	N06°20'17"E	N05°34'28"E	N07°06'06"E
	19	455.00	14°53'52"	118.31	117.98	N01°52'28"W	N09°19'24"W	N05°34'28"E

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
22	EAST	65.00	47°16'04"	53.62	52.12	N30°44'08"E	N07°06'06"E	N54°22'10"E
	24	65.00	6°53'35"	7.82	7.82	N50°55'22.5"E	N47°28'35"E	N54°22'10"E
	25	65.00	40°22'29"	45.80	44.86	N27°17'20.5"E	N07°06'06"E	N47°28'35"E
23	WEST	65.00	47°16'05"	53.62	52.12	N16°31'56.5"W	N07°06'06"E	N40°09'59"W
	20	65.00	41°03'19"	46.58	45.59	N19°38'19.5"W	N00°53'20"E	N40°09'59"W
	O.L. 1	65.00	6°12'46"	7.05	7.04	N03°59'43"E	N07°06'06"E	N00°53'20"E
24	TOTAL	75.00	274°32'09"	359.37	101.79	N82°53'54.5"W	N54°22'10"E	S40°09'59"E
	24	75.00	77°05'58"	100.92	93.48	N15°49'11"E	N54°22'10"E	N22°43'48"W
	23	75.00	45°24'30"	59.44	57.90	N45°26'03"W	N22°43'48"W	N68°08'18"W
	22	75.00	45°21'03"	59.37	57.83	S89°11'10.5"W	N68°08'18"W	S66°30'39"W
	21	75.00	54°42'24"	71.61	68.92	S39°09'27"W	S66°30'39"W	S11°48'15"W
	20	75.00	51°58'14"	68.03	65.72	S14°10'52"E	S11°48'15"W	S40°09'59"E
25	O.L. 5	29.50	266°10'59"	137.05	43.09	N82°53'54.5"W	N50°11'35"E	S35°59'24"E
26	O.L. 5	122.50	11°43'26"	25.07	25.02	N44°19'52"E	N38°28'09"E	N50°11'35"E
27	O.L. 5	7.50	117°15'54"	15.35	12.81	N82°53'54"W	S38°28'09"W	N24°15'57"W
28	O.L. 5	122.50	11°43'27"	25.07	25.02	S30°07'40.5"E	S35°59'24"E	S24°15'57"E
29	NORTH	600.00	4°49'59"	50.61	50.60	N75°24'39.5"E	N77°49'39"E	N72°59'40"E
	26	600.00	4°45'28"	49.82	49.81	N75°22'24"E	N77°45'08"E	N72°59'40"E
	25	600.00	0°04'31"	0.79	0.79	N77°47'23.5"E	N77°49'39"E	N77°45'08"E
30	SOUTH	300.00	15°10'58"	79.50	79.26	N85°25'08"E	N77°49'39"E	S86°59'23"E
	29	300.00	13°57'40"	73.10	72.92	N86°01'47"E	N79°02'57"E	S86°59'23"E
	30	300.00	1°13'18"	6.40	6.40	N78°26'18"E	N77°49'39"E	N79°02'57"E
31	C/L	750.00	10°09'57"	133.07	132.89	N82°54'37.5"E	N77°49'39"E	N87°59'36"E
	C/L-EAST	750.00	0°05'40"	1.23	1.23	N87°56'46"E	N87°53'56"E	N87°59'36"E
	C/L-WEST	750.00	10°04'17"	131.83	131.66	N82°51'47.5"E	N77°49'39"E	N87°53'56"E
32	NORTH	200.00	14°59'56"	52.36	52.21	N80°29'38"E	N72°59'40"E	N87°59'36"E
	27	200.00	14°29'47"	50.60	50.47	N80°44'42.5"E	N73°29'49"E	N87°59'36"E
	26	200.00	0°30'09"	1.75	1.75	N73°14'44.5"E	N72°59'40"E	N73°29'49"E
33	28	400.00	5°01'01"	35.02	35.01	S89°29'53.5"E	S86°59'23"E	N87°59'36"E
34	O.L. 6	7.50	180°00'00"	23.56	15.00	N02°00'24"W	S87°59'36"W	N87°59'36"E
35	O.L. 6	7.50	180°00'00"	23.56	15.00	N02°00'24"W	N87°59'36"E	S87°59'36"W

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

Certified _____, 20____

Department of Administration

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

H:\C900\853\09016-01-HIGHLAND ROAD SUB\SURVEY\PLATS\166PL01.DWG

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have Surveyed, divided and mapped a redivision of Lot 2 of Certified Survey Map No. 4126, Recorded in the Office of the Register of Deeds for Ozaukee County on December 17, 2020 as Document No. 1108327, being located in a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

Said Parcel contains 1,425,247 Square Feet (or 32.7192 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of HIGHLAND ROAD, LLC, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Subdivision Regulations of the City of Mequon in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 _____.

_____
Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

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

APPROVING AGENCIES:

1. City of Mequon

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration

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

HIGHLAND ROAD, LLC

_____
John Stoker, _____

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

Personally came before me this ____ day of _____, 20____, the above named John Stoker, _____ of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE:

SUMMIT CREDIT UNION, a Corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of SUMMIT CREDIT UNION, LLC, owner, this _____ day of _____, 20 _____.

SUMMIT CREDIT UNION

_____
Name _____
Title _____

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

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

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

UTILITY EASEMENT PROVISIONS:

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

HIGHLAND ROAD, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Spectrum Mid-America, LLC and Wisconsin Bell, Inc, doing business as AT&T Wisconsin, a Wisconsin corporation, Grantee, AND

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

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

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

Certified _____, 20_____

Department of Administration

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Sandra Tretow, being duly elected, qualified and acting Treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "HIGHLAND MEADOWS".

Dated this _____ Day of _____, 20 _____.

_____
Sandra Tretow, County Treasurer

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Brenda Arnett, being duly appointed, qualified and acting City of Mequon Director of Finance, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "HIGHLAND MEADOWS".

Dated this _____ Day of _____, 20 _____.

_____
Brenda Arnett, Director of Finance

CITY OF MEQUON CERTIFICATE:

Resolved, that the plat known as "HIGHLAND MEADOWS", being a Subdivision of a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, HIGHLAND ROAD, LLC, owner, having been approved by the City of Mequon Planning Commission is hereby approved conditionally by the Common Council.

APPROVED AND SIGNED:

Dated this _____ Day of _____, 20 _____.

_____
Andrew Nerbun, Mayor

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Mequon, and that all conditions of approval have been met as of this _____ Day of _____, 20 _____.

Dated this _____ Day of _____, 20 _____.

_____
Caroline Fochs, City Clerk

DESIGN • LAND SURVEYING
TRIO
CIVIL ENGINEERING

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

H:\2900\953\09016-01-HIGHLAND ROAD SUB\SURVEY\PLATS\166FPL01.DWG
Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)
Packet Pg. 73

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

HIGHLAND MEADOWS

OPEN SPACE PLAN

SCALE: 1" = 40' (36X48) | 1" = 80' (18X24)

DATE: 11/18/2024

DRAWING #

NORTH

Technical Engineering Consultants



OPEN SPACE
WETLANDS
PONDS
PEDESTRAIN PATH
PEDESTRAIN PATH LIGHT
NO MOW TRAIL
EXISTING TREES

LEGEND:

QTY.	CODE	NAME	SIZE
TREES			
14	EGB	AESCULUS, EARLY GLOW BUCKEYE	9" B&B
14	AFM	ACER, FREEMAN MAPLE	9" B&B
2	ABS	AMELANCHER, AUTUMN BRILLIANCE, MULTI	8' B&B
9	CAT	CATALPA, NORTHERN CATALPA	9" B&B
19	CH	CELTIS, COMMON HACKBERRY	9" B&B
25	KCT	GYMNOCLADI, KENTUCKY COFFEE TREE	9" B&B
9	LTT	LIRIODENDRON, TULIP TREE	9" B&B
6	MAC	MALUS, ADIRONDACK, CRABAPPLE	9" B&B
22	EP	PLANTANUS, EXCLAMATION PLANETREE	9" B&B
2	SWO	QUERCUS, SWAMP WHITE OAK	9" B&B
6	SSL	TILIA, STERLING SILVER LINDEN	9" B&B
21	NWS	SPRUCE, NORWAY	6' B&B
15	BHS	SPRUCE, BLACK HILLS	6' B&B
16	SS	SPRUCE, SERBIAN	6' B&B
SHRUBS			
24	AFD	CORNUS, ARCTIC FIRE DOGWOOD	24" POT
22	CIH	CORNUS, IVORY HALO DOGWOOD	
8	TH	HYDRANGEA, TARDIVA	24" POT
12	SGJ	JUNIPER, SEA GREEN	18" POT
12	SWM	PHYSOCARPUS, SUMMER WINE NINEBARK	36" POT
20	LDN	PHYSOCARPUS, LITTLE DEVIL NINEBARK	24" POT
46	GS	SPIREA, GOLDFLAME SPIREA	18" POT
8	GFS	SPIREA, GREFSHEIM SPIREA	18" POT
36	MKS	SYRINGA, MISS KIM LILAC	24" POT
64	RGL	RHUS, LOW-GROW SUMAC	24" POT
23	AWV	VIBURNUM, ARROWWOOD DENTATUM	36" POT
25	REV	VIBURNUM, RED FEATHER	36" POT
ORNAMENTAL GRASSES			
30	CA	CALAMAGROSTIS, AVALANCHE	1 GAL
74	KFG	CALAMAGROSTIS, KARL FORESTER	1 GAL
92	PSG	MISCANTHUS, PURPLE SILVER	1 GAL
42	PCG	MICHAUXIANA, PRAIRIE CORDGRASS	1 GAL
PERENNIALS			
15	RS	PEROVSKIA, RUSSIAN SAGE	1 GAL
42	BSB	RUDBECKIA, SUMMER BLAZE	1 GAL
24	MWS	SALVIA, MAY NIGHT	1 GAL

Attachment: Packet Docs_Highlandmeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

HIGHLAND MEADOWS
LANDSCAPE DESIGN

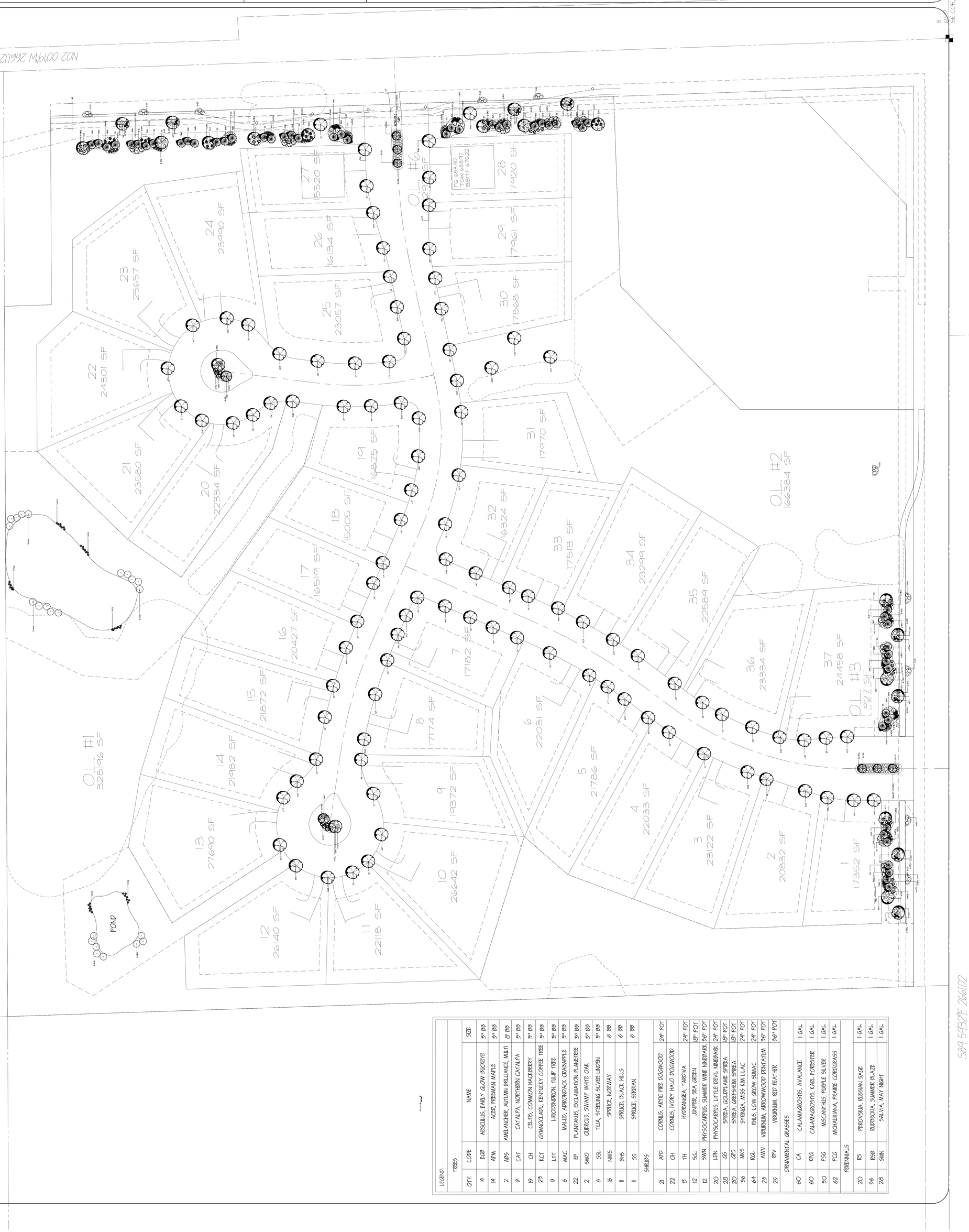
D. FATLA

SCALE	DATE	DRAWING #
1"=40'	10.24.24	

NORTH

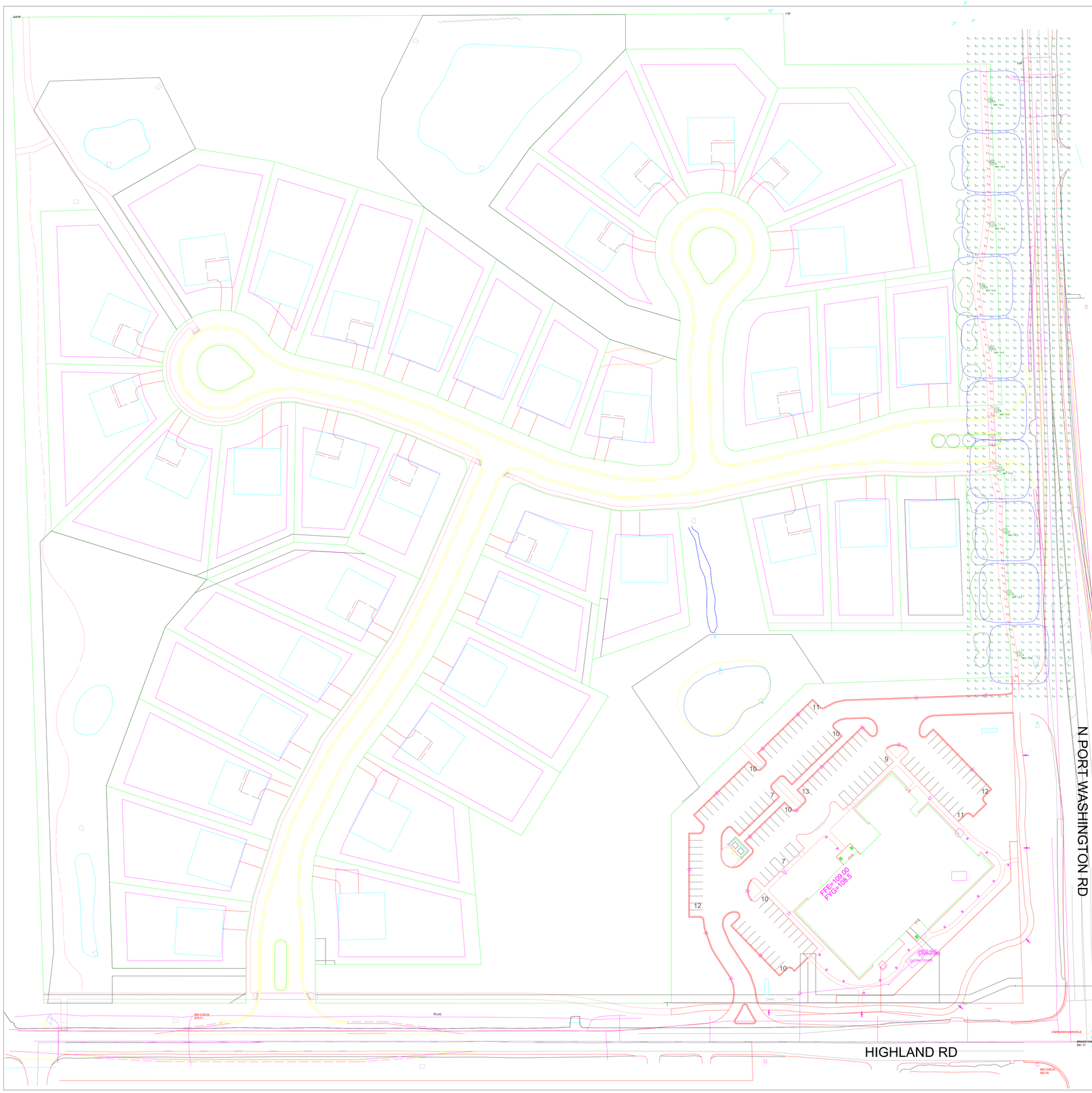
M.J.S. LANDSCAPING SERVICES, LLC

Note: This plan is the sole property of MJS Landscaping Services, and is not to be used in any way without written consent.



LEGEND:

QTY.	CODE	NAME	SIZE
TREES			
14	AESO	AESCULUS, EARLY GLOW BUCKEYE	3" B&B
14	AFM	ACER, FREEMAN MAPLE	3" B&B
2	AMB	AMELANCHER, AUTUMN BRILLIANCE, MULTI	8' B&B
9	CAT	CATALPA, NORTHERN CATALPA	3" B&B
19	CH	CELTIS, COMMON HACKBERRY	3" B&B
25	KCT	GYMNOCLADU, KENTUCKY COFFEE TREE	3" B&B
9	LTT	LIRIODENDRON, TULIP TREE	3" B&B
6	MAC	MALUS, ADIRONDACK CRABAPPLE	3" B&B
22	PP	PLANTANUS, EXCLAMATION PLANETREE	3" B&B
2	SWO	QUERCUS, SWAMP WHITE OAK	3" B&B
6	SSL	TILIA, STERLING SILVER LINDEN	3" B&B
16	NWS	SPRUCE, NORWAY	6' B&B
11	BHS	SPRUCE, BLACK HILLS	6' B&B
11	SS	SPRUCE, SERBIAN	6' B&B
SHRUBS			
21	MPD	CORNUS, ARCTIC FIRE DOGWOOD	24" POT
22	CH	CORNUS, IVORY HALO DOGWOOD	
8	TH	HYDRANGEA, 'TARDIVA	24" POT
12	SGJ	JUNIPER, SEA GREEN	18" POT
12	SWN	PHYSOCARPUS, SUMMER WINE NINEBARK	36" POT
20	LDN	PHYSOCARPUS, LITTLE DEVIL NINEBARK	24" POT
28	GS	SPIREA, GOLDFLAME SPIREA	18" POT
20	GFS	SPIREA, GREEFSHEIM SPIREA	18" POT
56	MKS	SYRINGA, MISS KIM LILAC	24" POT
64	RGA	RHUS, LOW-GROW SUMAC	24" POT
25	AWV	VIBURNUM, ARROWWOOD DENTATUM	36" POT
25	BEV	VIBURNUM, RED FEATHER	36" POT
ORNAMENTAL GRASSES			
60	CA	CALAMAGROSTIS, AVALANCE	1 GAL.
60	KFG	CALAMAGROSTIS, KAR. FORESTER	1 GAL.
30	PSG	MISCANTHUS, PURPLE SILVER	1 GAL.
62	PGG	MICHAUXIANA, PRAIRIE CORDGRASS	1 GAL.
PERENNIALS			
20	RS	PEROVSKIA, RUSSIAN SAGE	1 GAL.
56	RSG	RUDBECKIA, SUMMER BLAZE	1 GAL.
28	SWN	SALVIA, MAY NIGHT	1 GAL.



CENTER OF LIGHT SOURCE SHOWN AS "MH" IN FEET ABOVE FINISHED GRADE
12' POLE + 1' EXPOSED CONCRETE BASE

Luminaire Schedule							
Symbol	Label	Qty	Manufacturer	Description	Luminaire Watts	Luminaire Lumens	LLF
⊙	A	10	1682	SRT1-3A-C4-60W3K-U-S-N-T1-N-F-BK + DLP512-4-12-S-.125-T300-BK-LAB	60	5781	0.890

MAINTAINED LIGHT LEVELS SHOWN AT GRADE

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Path Calc Pts	Fc	1.03	1.6	0.3	3.43	5.33
Surrounding Calc Pts	Fc	0.37	1.8	0.0	N.A.	N.A.

ERi ENGINEERED REPRESENTATION INC.
www.engineeredrepinc.com
262.542.6285 Wauwatosa
920.751.3922 Neenah
apps@eriwi.com

Date:8/19/2024	Scale: 1"=50'	0 50	Layout By: Andy

Project: HIGHLAND MEADOWS - MEQUON, WI

Filename: 240818TE1AKC.AGI

LIGHT LEVELS SHOWN ARE STRICTLY FOR PURPOSES OF ESTIMATING BILL OF MATERIALS AND THE RESULTS ARE BASED ON PROJECT DETAILS GIVEN TO ENGINEERED REPRESENTATION INC. / WALLOCK DAVIES & COMPANY LLC. BEFORE OCCUPANCY OF SPACE, ALL PROJECT DETAILS AND LIGHT LEVELS SHOULD BE VERIFIED TO COMPLY WITH SAFETY AND MUNICIPAL CODES.

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

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

Certified _____, 20____

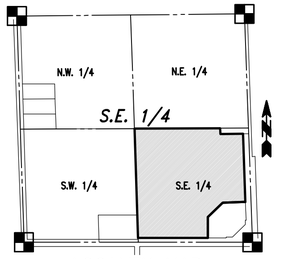
Department of Administration

OWNER:
HIGHLAND ROAD, LLC
N118 W18531 BUNSEN DRIVE
GERMANTOWN, WI 53022

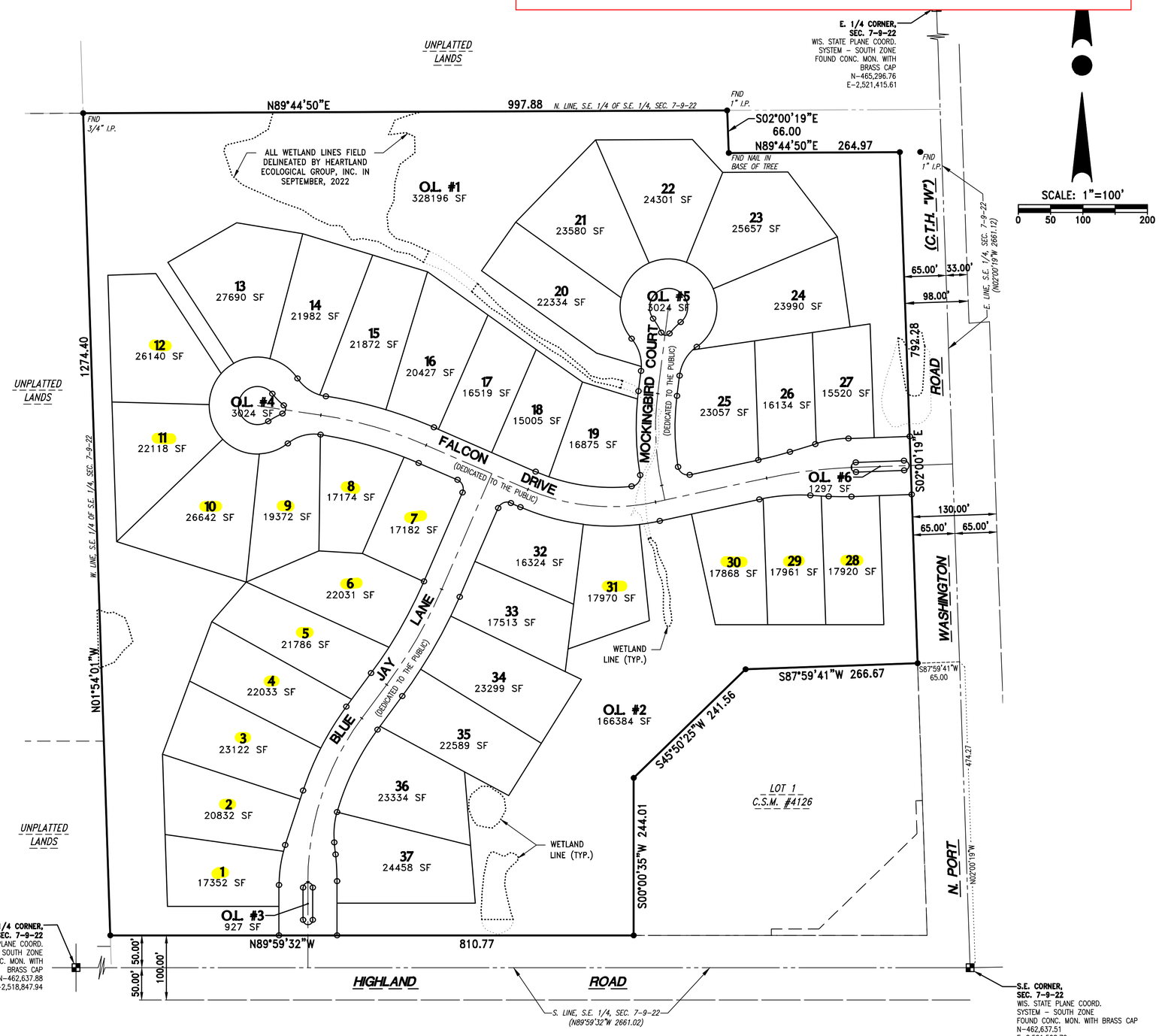
DESIGN CRITERIA:
ZONING: UCRC
MINIMUM FRONT YARD SETBACK = 30 FT.
MINIMUM SIDE YARD SETBACK = 10 FT.
MINIMUM REAR YARD SETBACK = 20 FT.
LOT COVERAGE = 20% BUILDING/STRUCTURE

BUILDING PERMIT RESTRICTED ON LOTS 1-12 AND 28-31 (HIGHLIGHTED) UNTIL SIDEWALK IS INSTALLED AND ACCEPTED DUE TO DRIVE ACCESS THROUGH SIDEWALK AREA

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



LOCALITY MAP:
S.E. 1/4, SEC. 7, T. 9 N., R. 22 E.
SCALE: 1"=1000'



H:\C900\853\09016-01-HIGHLAND ROAD SUB\SURVEY\PLATS\166FPL01.DWG

09-016-1108-01 | THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) | DATED THIS 12TH DAY OF DECEMBER, 2024 | SHEET 1 OF 5

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Phone: (262) 236-2934
Fax: (262) 242-9819
engineering@ci.mequon.wi.us
www.ci.mequon.wi.us
Public Works/Engineering

Highland Meadows Project Checklist
Engineering Requirements
January 22, 2025

This is a project-specific checklist. All items on this checklist must be submitted/completed for the project as outlined below. Items with an empty box (☐) are incomplete and require either submittal, approval or completion, and items with a checked box (☒) are complete and require no further action. Please note that some items require multiple steps for completion. The City will update the checklist and issue updates as the project progresses through the Engineering approvals.

In PDF form, the links can be clicked to find more information on each item including ordinance references, templates, and other informational documents. For engineering-related project questions or questions on this checklist, please contact Cole McCraw, Assistant City Engineer, at cmccraw@ci.mequon.wi.us.

PROJECT COMPLETION – REQUIRED PRIOR TO APPEARING ON MEETING AGENDAS FOR FINAL PLAT:
Required prior to appearing on public meeting agendas for final plat. All items must be completed 8 business days prior to meeting:

☐ Construction of public improvements (Section 1 & Section 54 of DA)
- ☒ Construction of public streets
- ☐ Construction of sidewalk *(pending DA amendment)*
- ☒ Construction of street
- ☐ Construction of street/regulatory signs
- ☐ Construction of sanitary sewer facilities *(pending DA amendment)*
- ☒ Construction of sanitary sewer restriction system
- ☒ Construction of water supply facilities
- ☒ Construction of storm sewer
- ☒ Construction of sump collection lines
- ☒ Construction of street trees and required landscaping in the ROW (or as covered through section 46-49) (DCD requirement)
- ☒ Site restoration/stabilization

☒ Construction of private improvements (Section 1, 26 & 55 of DA)
- ☒ Construction of gas utilities
- ☒ Construction of electrical utilities

☒ Utility Testing
- ☒ Clean Water Test
- ☒ Sewer Pressure Test

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

☒ CCTV Sanitary Sewer

PROJECT COMPLETION – REQUIRED PRIOR TO PLAT RECORDING:
Required prior to City Engineer/DCD certification of improvements, and City execution / recording of the final plat.

☐ Final Plat
- ☒ Technical review in conformance with Chapter 236
- ☒ All easements for Public Improvements shall be represented on the Final Plat
- ☐ Verification of all required easement documents
  - ☒ Submittal of Stormwater Maintenance and Easement Agreement (See template on City website)
    - ☐ City Attorney Approval of Stormwater Maintenance and Easement Agreement
    - ☐ Developer Executed Stormwater Maintenance and Easement Agreement
  - ☒ Submittal of Sewer Easement (holding tank)
    - ☐ City Attorney Approval of Sewer Easement
    - ☐ Developer Executed Sewer Easement
    - ☐ Sewer Easement Recording
  - ☒ Submittal of Water Distribution Easement (main along Highland)
    - ☐ City Attorney Approval of Water Easement
    - ☐ Developer Executed Water Easement
    - ☐ Water Distribution Easement Recording
- ☐ Inclusion of Preliminary Plat Planning Commission conditions of approval
- ☒ Inclusion of the wetland boundary and wetland setbacks/protective area on the face of the Final Plat (More info)
- ☒ The following note is included on the Final Plat with the wetland information:
  Wetland delineation by WETLAND SCIENTIST on DATE with WDNR Concurrence on DATE

☐ Record Drawings – Water
- ☒ Submittal of Record Drawings
- ☐ Engineering Approval of Record Drawings
- ☐ Upon Completion of Review Comments, Applicant Shall Provide:
  - ☐ .pdf of all Record Drawings
  - ☐ AutoCAD file of all Record Drawings
  - ☐ Signed, stamped Hard Copy of all Record Drawings

☐ Record Drawings – Sanitary Sewer
- ☒ Submittal of Record Drawings
- ☐ Engineering Approval of Record Drawings
- ☐ Upon Completion of Review Comments, Applicant Shall Provide:
  - ☐ .pdf of all Record Drawings
  - ☐ AutoCAD file of all Record Drawings
  - ☐ Signed, stamped Hard Copy of all Record Drawings
- ☐ City staff upload Record Drawings to MMSD Portal

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

☐ Record Drawings – Storm Sewer
- ☒ Submittal of Record Drawings
- ☐ Engineering Approval of Record Drawings
- ☐ Upon Completion of Review Comments, Applicant Shall Provide:
  - ☐ .pdf of all Record Drawings
  - ☐ AutoCAD file of all Record Drawings
  - ☐ Signed, stamped Hard Copy of all Record Drawings

☐ Record Drawings – Grading
- ☒ Submittal of Record Drawings
- ☒ Engineering Approval of Record Drawings
- ☒ Upon Completion of Review Comments, Applicant Shall Provide:
  - ☒ .pdf of all Record Drawings
  - ☐ AutoCAD file of all Record Drawings *if stormwater facilities present*
  - ☐ Signed, stamped Hard Copy of all Record Drawings

☐ Project Closeout

The final plat will not be certified by the City Engineer until conditions of the development agreement are met:
- ☐ Design Engineer Notice of Completion
- ☐ Completion of Staff Punchlist Items
- ☐ Submittal of Lien Waivers from all Contractors for Public Improvements
- ☒ Submittal of Sewer Connection Charge
- ☐ Contributed Capital Form (Link)
- ☐ Notice of Termination – Erosion Control (Can be downloaded from application packet)
- ☐ Notice of Termination – Fill Permit (Can be downloaded from application packet)
- ☐ Submittal of signed/stamped letter from professional engineer indicating that the site complies with the approved stormwater management plan.
- ☐ Utility As Builts
- ☐ Grading Certification/As Built
- ☐ Stormwater Compliance Reports (Link)
  - ☐ Release of Drainage Financial Guarantee
- ☐ Lot Pipe Certification stamped and signed by a Wisconsin PLS
  - ☐ Release of Lot Pipe Guarantee *(TBD)*
- ☐ Road Bond Inspection/Bond Release - surface
- ☐ One (1) full-size 22" x 30" copy of the final plat on 4 mil thick double matte mylar conforming to Section 236.25 (2)(c) and (d) of the Wisconsin Statutes shall be submitted to the City within 10 days of recording. Copies shall be a black line mylar.
- ☐ A digital file compatible with AutoCAD LT 2015 in DWG format shall also be submitted.
- ☐ Payment of all invoicing
- ☐ City-issued Project Closeout Letter

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

AMENDMENT TO DEVELOPMENT AGREEMENT TO ADDRESS UNAVILABILITY OF SANITARY FLOW RESTRICTOR COMPONENTS

This Amendment to Development Agreement to Address the Unavailability of Sanitary Flow Restrictor Components (the "Flow Restrictor Amendment") is entered into by and between Highland Road, LLC (the "Developer"), and the City of Mequon, a Wisconsin municipal corporation (the "City"), as of _____, 2025.

RECITALS

A. The parties to this Flow Restrictor Amendment entered into a Development Agreement on August 31, 2023 (the "Development Agreement").

B. **T**he parties are desirous of amending the Development Agreement, in order to amend and restate certain terms and obligations.

IN CONSIDERATION OF the foregoing recitals, the following agreements, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. All defined terms in the Development Agreement shall have the same meaning in this Flow Restrictor Amendment unless otherwise specified herein.

2. Section 11(f)(i)6. of the Development Agreement is stricken and replaced with the following:

11(f)(i)6. Dedication of Flow Restrictor.

A. If the electronic control components of the flow restrictor are not fully operational at the time of Final Plat approval, the City will agree to provide Final Plat approval provided that the Developer retains title to the sanitary flow control system (flow restrictor equipment and holding tank) and also makes a deposit in the form of a letter of credit or cash deposit to guarantee the good faith execution and installation of the remaining components for the approved restrictor valve control plans by June 15, 2025. The amount of the deposit shall be equal to 1.5 times

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the value of the electronic control components and installation costs as certified by the project engineer.

B. Until the electronic control components are fully operational, the Developer shall manually redirect the sanitary flow from the restrictor valve to the sanitary holding tank to prevent gravity flow to the City's sanitary sewer infrastructure leading to the Sewer Utility-owned lift station known as Riverdale Park Lift Station "F".

C. Until the electronic control components are fully operational, the Developer shall, at Developer's sole expense without reimbursement by the City/Sewer Utility, pump the temporarily stored effluent in the sanitary holding tank prior to the tank reaching 2/3 capacity and a final pumping prior to transferring title of the system to the City.

D. Once the electronic control components are fully operational, the restrictor valve shall be opened to allow flow into the public sanitary sewer system.

E. If the electronic control components are not installed, inspected, operational and accepted by June 15, 2025, the Sewer Utility shall have the right, but not the obligation, to utilize the deposit to purchase and install the components directly.

F. Once the electronic control components are fully operational, the Developer shall transfer title to the City and the Sewer Utility utilizing such documentation as deemed necessary and appropriate by the City Attorney.

3. Except as amended in the Flow Restrictor Amendment, all other terms and provisions of the Development Agreement shall remain in full force and effect.

CITY OF MEQUON

_____
Andrew Nerbun, Mayor

_____
Carline Fochs, City Clerk

HIGHLAND MEADOWS, LLC

By:_____
Bryan Lindgren, EVP of Neumann Developments, Inc,
Its sole Member

DRAFT

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

AMENDMENT TO DEVELOPMENT AGREEMENT TO ADDRESS SIDEWALK COMPLETION

This Amendment to Development Agreement to Address Sidewalk Completion (the "Sidewalk Amendment") is entered into by and between Highland Road, LLC (the "Developer"), and the City of Mequon, a Wisconsin municipal corporation (the "City"), as of _____, 2025.

RECITALS

A. The parties to this Sidewalk Amendment entered into a Development Agreement on August 31, 2023 (the "Development Agreement").

B. The parties are desirous of amending the Development Agreement, in order to amend and restate certain terms and obligations.

IN CONSIDERATION OF the foregoing recitals, the following agreements, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. All defined terms in the Development Agreement shall have the same meaning in this Sidewalk Amendment unless otherwise specified herein.

2. Section 25(d) of the Development Agreement is stricken and replaced with the following:

25(d) Roadside sidewalk.

(i). If the roadside sidewalk is not installed, inspected, operational and accepted prior to Final Plat approval, the City will agree to provide Final Plat approval provided that the Developer makes deposit in the form of a letter of credit or cash deposit to guarantee the good faith execution and installation of the roadside sidewalk and landscaping restoration within the right-of-way by June 30, 2025. The amount of the deposit shall be equal to 1.5 times the value of the sidewalk materials and installation costs as certified by the project engineer.

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(ii). Until the roadside sidewalk is dedicated to the City, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.

(iii). The City will not issue building permits for any properties with drive access through a sidewalk before all sidewalk is installed, inspected, operational, and accepted by the City. This includes lots 1 through 12 and 28 through 31 in the subdivision.

(iv). The Developer shall be responsible for seeding and restoring all disturbed area within the right-of-way within 14 days of sidewalk completion.

(v). If the roadside sidewalk is not installed, inspected, operational and accepted by June 30, 2025, the City shall have the right, but not the obligation, to utilize the deposit to bid and install the roadside sidewalk directly. If the deposit funds are inadequate to defray the City's costs, the balance shall be special charged evenly against all lots within the Development.

(vi). Once the roadside sidewalk is fully operational, or on June 30, 2025, whichever is soonest, the Developer the Developer shall transfer title to the City utilizing such documentation as deemed necessary and appropriate by the City Attorney.

3. Except as amended in the Flow Restrictor Amendment, all other terms and provisions of the Development Agreement shall remain in full force and effect.

CITY OF MEQUON

_____
Andrew Nerbun, Mayor

_____
Carline Fochs, City Clerk

HIGHLAND MEADOWS, LLC

By:_____
Bryan Lindgren, EVP of Neumann Developments, Inc,
Its sole Member

DRAFT

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

Document Number	**DEVELOPMENT AGREEMENT** Document Name

DocId:6604585
Tx:4429716
1153250
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
10/16/2023 11:42 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 23
EXEMPT #:

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

$30

Parcel Identification Number
15-007-16-002.00

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of August 31, 2023 by Highland Road, LLC (the "Developer") and the City of Mequon, a municipal corporation (the "City").

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the "Property").

B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the "Code") provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements.

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer's proposed development on the Property (the "Development"), the Private Improvements, as defined below, and other terms and conditions of the Development.

D. The schedule for the City's Public Works Department, and the City's budget, do not provide for installation of the Public Improvements, and absent this Agreement, there would be a considerable delay in the installation of the Public Improvements.

E. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Improvements. As defined in this Agreement, the following terms and phrases have the following meanings:

"Improvements" means the Private Improvements and the Public Improvements.

"Private Improvements" means all improvements in the Development required by this Agreement other than the Public Improvements.

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"Public Improvements" means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statues as Public Improvements.

2. Proposed Development Plan. The Development as proposed is depicted on the Developer's proposed development plan.

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on January 23, 2023. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the "Plans") prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below. The Developer shall not commence the Improvements until the Plans are reviewed and approved.

4. Corrections to Plans. The City Engineer may, at any time prior to Final Plat approval, require changes to approved Plans for any of the Improvements to the extent such changes are necessary to correct oversights, omissions or errors, to compensate for changing site conditions or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work necessitated by any such change entirely at its expense without any claim for reimbursement.

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City's Standard Specifications for Land Development and all applicable provisions of the Code and state and federal laws (each a "Regulation") in place at the time of preliminary approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

6. Changes in Regulations. Should any Regulation change within two years of the preliminary approval, the Developer may choose which version of the Regulation to follow if material work on the applicable Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

7. Grading, Drainage and Erosion Control Plans. The Developer shall submit grading, drainage and erosion control plans that:

(a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.

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(b) Show 2' contours for both existing and proposed grades for building pads and any culverts and storm sewers.

(c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.

(d) Show minimum setback and offset dimensions and building grades approved by the City.

(e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.

(f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.

(g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes shown on the approved specimen tree plan and approved finished yard grades.

8. Stormwater Drainage Plans. The Developer shall submit stormwater drainage plans that:

(a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.

(b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.

(c) Show drainage easements by dimension and detailed cross-section.

(d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.

(e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.

(f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

(g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.

(h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

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(i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

(j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.

(k) Include, if the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

(a) The Developer shall submit a street tree plan which shall conform to the City's street tree ordinance. The street tree plan shall be subject to review and approval of the Tree Board and Planning Commission.

(b) The Developer shall submit landscape plans for all entryways, open spaces, public street cul-de-sacs and detention basin and retention pond buffers. Such plans shall be designed by a licensed landscape architect and shall be subject to review and approval of the Planning Commission. The City may have a licensed landscape architect review the submitted landscaping and open space plans.

(c) Pedestrian and bike paths may be required by the City. If so, pedestrian and bike path plans shall address the public use of the paths and maintenance. Details of such paths shall be subject to review and approval of the City Engineer. The location and use of such paths shall be subject to review and approval of the Planning Commission. Any public access path shall be subject to a ten foot (10') wide pedestrian and bike path easement. An eight-foot (8') wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

(d) The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission.

(e) An asphalt multi-use path of 8 feet in width is required on the west side of North Port Washington Road and along Highland Road. The path shall include the approved Ulao Creek light fixture, including any future modifications to reduce glare, at approximately 120-foot intervals. The path shall be illuminated from dusk to 9:00 PM in the months from September to June and to 10:00 PM in the months of June through September.

10. Street Plans.

(a) The Developer shall submit plans for all public and private roads, driveways and roadside sidewalks (if any). Such plans shall be subject to review and approval by the City Engineer and Fire Chief.

(b) Unless otherwise approved by the City, all public and private streets shall satisfy the following requirements:

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be

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constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied following the construction of the binder course.

(ii) To the extent the Development will be constructed in phases, the plans shall show all cross connections being constructed in each phase. A temporary turnaround shall be shown on the plans for any street connecting into a future phase and for any street leading to any adjoining property.

(c) The plans shall show street name signs and regulatory/public safety signs (speed limit signs, stop signs and so forth) as required by the City Engineer. Street names shall be approved by the Planning Commission.

11. Sanitary Sewer System Plans.

The Development will have a public sanitary sewer system. The plans for the system shall:

(a) In addition to the City's Standard Specifications for Land Development, conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.

(b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.

(c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.

(d) Show all sanitary sewer lateral locations.

(e) Be designed so the public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

(f) Developer acknowledges, based upon the City's hydraulic analysis, the capacity of the existing public sanitary sewer infrastructure is restricted during wet weather events. The City has ongoing work to reduce wet weather impacts to the public sanitary sewer collection system. If the Developer requests connection to discharge sanitary sewer flow into the public sanitary sewer system prior to the completion of the City's work, the flow shall be restricted when the City's lift station critical minimum wet well fill times is met, above which the flow restrictor will activate. This City-owned lift station is also known as Riverdale Park Lift Station "F". Accordingly:

(i) A flow restrictor shall be installed to control the gravity sanitary sewer serving this Development.

1. Capacity. Developer to design an adequately sized sanitary sewer system storage facility that will contain flow from its 37-lot subdivision, until the Riverland lift station F high alarm is attenuated.

2. Location. Location of storage may be allowed in median area at entrance to subdivision/connecting road at Highland Road. However, if due to regulatory utility offsets where storage facilities may not fit in dedicated right-of-way, an alternate location is to be established, such as an outlot. For location of storage facility outside of right-of-way, a dedicated easement must be established by Developer to allow storage facilities.

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3. Plan Development. Developer, City staff and City's consultant to develop and/or review construction plans for preferred location. If elected by Developer, City may issue Request For Proposals for consultant to design storage facility for Developer to include the plans in the Developer's bid set, per Code of Ordinances Section 58-640(b).

4. Construction. The Developer may construct storage facilities or wait until the City's completion of infrastructure improvements for wet weather management in accordance with one of the following processes:

   A. Build/contribute. The Developer will design and construct the storage facilities to City requirements and transfer title with the Public Improvements with the Final Plat.

   B. The Developer may request compensation for the storage facilities in accordance with Section 58-640(b) and Section 5 below.

5. Bid / Payment. Sewer utility to reimburse Developer for costs incurred as bid and constructed in the field. The bid and construction shall conform to the current City of Mequon Code of Ordinances Section 58-640(b) or as amended by ordinance, which currently reads, "All sanitary sewer construction projects in which the city is paying any portion of the costs shall be publicly advertised by the city, bids received and the contract awarded by the city. No such contract shall be awarded until the subdivider has deposited with the city an amount of money not to exceed 125 percent of the estimated cost to the subdivider. Preparation of plans and specifications for such sanitary sewer construction may be done by the subdivider's engineer or by the engineering division of the department of public works. In either case, such engineering costs shall be paid for by the developer, except for that portion attributable to the city's share of the construction costs. Upon completion of the construction, final determination of the developer's cost shall be made by the city engineer and any monies remaining in the developer's deposit after charging such costs against the deposit shall be refunded to the subdivider. If such costs exceed the deposit, the subdivider shall, upon demand of the city engineer, immediately pay the difference to the city."

6. Dedication of Flow Restrictor. Prior to Final Plat, the Developer shall execute a Transfer of Title document to deed the flow restrictor to the Sewer Utility to own, operate and maintain.

7. Abandonment of Flow Restrictor. Upon completion of the City work to address wet weather impacts, the City reserves the right to abandon the flow restrictor.

(ii) As a condition of the issuance of a building permit, backflow prevention shall be placed on each building sewer lateral.

(iii) The Developer may wait until the City has completed the following infrastructure system improvements for wet weather management, after which no flow restriction is required. Those improvements include projects identified in the 5-year capital improvement budget, anticipated to potentially be in operation in 2025 following:

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1. Design and Construct Lift Station E Replacement in Laguna Drive

2. Design and Construct Sewer Capacity Improvements in Basin ME4001, LS F Area

3. Design and Construct Sewer Capacity Improvements in Basin ME4001, LS G Area

12. Water System Plans.

(a) Supply System. The plans shall satisfy the following requirements:

(i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.

(ii) All water mains to be installed in a City road right-of-way or easement shall be subject to review and approval of the City Engineer.

(iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.

(iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

(v) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.

(vi) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require twelve-inch (12") pipe for the dead end main.

(vii) Dead end mains must be terminated with a public hydrant and phasing plans.

(b) Fire Protection.

(i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.

(ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

13. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

CONSTRUCTION REQUIREMENTS

14. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

15. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans.

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The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

16. Direction by City Engineer. The Improvements shall be constructed in strict accordance with the requirements and direction of the City and the City Engineer or the City Engineer's authorized representative and shall be under and subject to constant inspection by the City Engineer or the City Engineer's representative.

17. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents. The Developer shall repair or replace, at the Developer's cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City and Final Plat approval.

18. Lien Waivers. As a condition of final certification by the City Engineer, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City paid receipts and lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

19. No Lot Assessments for Improvements. The costs and value of the Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any future lot assessment for the Improvements.

20. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.

21. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and setbacks shall be identified on the plat. Wetland boundary markers shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

22. Additional Erosion and Runoff Control Requirements.

(a) With respect to erosion and sedimentation control, the Developer shall install and construct the Improvements in compliance with the requirements of the Ozaukee County Land Conservation Guidelines (SCS) and the DNR's "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements. Temporary stormwater quality measures during construction activities shall include, at a minimum, the installation of silt fence and temporary sediment basins.

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if ground is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method is to be used.

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(c) The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

(d) The Developer shall protect all exposed soils with mulches, temporary annual grasses or erosion matting.

(e) The Developer shall not pile or permit excavated soil to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

(f) The Developer will periodically inspect the above-described systems and control measures, including after each rain event, and shall promptly maintain, repair and replace them to their originally approved condition.

23. Topsoil. Excess topsoil shall only be removed from the Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.

24. Additional Stormwater Drainage Requirements. Stormwater facilities shall be installed before impervious surfaces.

25. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for establishing the level of damage that occurs as a result of the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the cost, as determined by the City, for the estimated repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below.

(c) At the time of any extension of any street in the Development for which a temporary turnaround was constructed, the Developer shall remove the temporary turnaround and restore the area.

(d) The roadside sidewalk shall be installed at the time of street construction. Until Final Plat approval, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.

(e) The Developer shall provide and install street name signs and regulatory/public safety signs required by the Plans in the form required by the City.

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26. Additional Utility Requirements.

(a) The Final Plat shall include easements for sanitary, drainage, gas, electric, sewer, water, phone, cable television, internet and other utilities for provision of services to and from the Development.

(b) All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the Developer's expense. These documents shall be subject to review and approval of the City and shall be required at the time of Final Plat approval.

(c) The Developer shall provide proof of payment in full for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

(e) The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

27. Lot Pipe Certification. The Developer shall, prior to Final Plat approval, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

MODEL HOMES

28. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for __3__ principal structures to be used as sales models prior to approval and recording of the Final Plat.

(b) If the Developer is unable, despite reasonable efforts, as determined by the City in its sole discretion, to satisfy the paving requirements of Section 3.6 of the Standard Specifications for Land Development, the City will, upon application of the Developer and satisfaction of all other requirements for a building permit, issue a building permit for one model home prior to the installation of the binder course of asphalt in the adjacent dedicated public road or private access easement. The City shall not issue the building permit for such model home until stone base is installed and such stone base has successfully passed a proof roll. The stone base shall allow, as determined by the City in its sole discretion, access for inspections and emergency personnel. The City may cancel inspections if adequate access is not provided to inspections staff.

(c) The Developer shall not transfer title to any lot containing a model home until the Final Plat is approved and recorded as described below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

29. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement. The Developer shall provide the City a description of

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the organization of the proposed Association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements, including commonly owned outlots. Such documents shall be subject to review and approval of the City for consistency with the requirements of this Agreement. The Association shall be operating (with financial subsidization by the Developer, if necessary) before the sale of any part of the Development. All owners of any property in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. The Association shall have the power and authority to assess property owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the Association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association's responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

30. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; and (e) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property, The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

31. Temporary Turnarounds. If any street constructed as part of the Development has a temporary turnaround for any future extension of the street beyond the Development, the Association shall remove such turnaround and restore the area in a manner acceptable to the City at the time the street is extended beyond the Development.

32. Stormwater Best Management Practices Maintenance Agreement. The Developer and the City shall enter into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

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(b) The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be adhered to by Developer and Developer's assigns and successors in interest:

(i) Provide normal and customary cleaning and maintenance to the detention basins and ponds (whether one or more) located in the Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.

(ii) Dredging of the storm water facilities shall require permits and approvals under Wisconsin Statutes Section 30.20 to remove materials from the bed of a pond ultimately connected to Lake Michigan from the DNR.

(iii) All weed, algae and other biological control utilizing chemical treatments shall be made consistent with the regulatory requirements that apply to the use of EPA/State Registered Chemicals in detention basins and ponds or lakes and regulations of the DNR. With few exceptions, a permit must be filed with, and approved by, the DNR prior to chemical treatment. In certain circumstances, a representative of the DNR will monitor or supervise the chemical treatment. Developer should contact the DNR for additional information.

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring ownership to the Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

(v) Initial certification of the detention basins and pond (whether one or more) shall be submitted with an as-built record drawing.

(vi) All detention basins and ponds shall be inspected in compliance with the inspection report form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions
- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

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(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the "Stormwater Guarantee") to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities upon submission of a certification in accordance with Section 58-678(h) of the Code.

(viii) Not less than 90 days prior to the final expiration of the Developer's Stormwater Guarantee obligations, or at such time as the Developer shall convey the outlots or common areas in or on which are located the stormwater drainage and storage facilities, including detention basins and ponds, to the Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basins and ponds recertified as described above.

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

(x) The City Engineer has the authority to stop work, amend or alter remediation measures to the detention basins and ponds. Failure to comply will result in the issuance of a municipal citation with a forfeiture as prescribed by law, an action for injunction or mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.

(xi) The Association shall be responsible for recertifying the detention basins and ponds as and when required under the Code, to correct all deficiencies in such facilities and to comply with all other provisions of the Code related to such facilities.

(xii) The agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, personal representatives, successors and assigns, including without limitation the Association. The agreement shall specifically include this language and shall not be incorporated by reference. The agreement shall be recorded with the Ozaukee County Register of Deeds.

33. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the "Covenants"). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed

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on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

(b) Notify future lot owners of the obligations set forth below.

OBLIGATIONS OF BUILDER/LOT OWNER

34. Compliance with Grading Plan. Any person who constructs a building in the Development shall be responsible for siting the principal building and rough and fine grading the building pad to comply with the master grading plan.

35. Sump Pump Discharge and Roof Drainage Plan. Any person who constructs a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with Storm Water Management Plan approved by the City Engineer.

36. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

37. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City. As a condition of the issuance of a building permit, backflow prevention shall be placed on each building sewer lateral.

WARRANTIES AND INDEMNIFICATIONS

38. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City's acceptance of the dedication, and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the warranty period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. The Developer guaranties each repair or replacement performed pursuant to this paragraph for one year from completion. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

39. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that

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contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

40. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

41. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

42. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

43. Special Assessments. No special assessments are contemplated in connection with the Development.

44. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

45. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate

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the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City on or before June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

46. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

47. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts or as otherwise required by Wisconsin Statutes Section 236.13. The letter of credit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

48. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and

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apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

49. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to $1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

50. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined above, prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

51. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of $7,400 (37 lots or units @ $200 per lot or unit) prior to Final Plat approval.

52. Developer's Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer's election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

53. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

54. Final Plat Approval

(a) The Common Council shall grant Final Plat approval upon certification by the City Engineer that (i) all of the Improvements have been satisfactorily inspected by the City Engineer and the Department of Community Development which have found that the Improvements have been satisfactorily constructed, installed and completed in accordance with this Agreement; (ii) the Developer has satisfied its financial obligations, including providing required letters of credit and other guarantees; and (iii) the Developer

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has satisfied all other requirements of this Agreement and the Development and Final Plat meet the requirements of this Agreement, the Code and applicable state laws.

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain of the Improvements not being completed provided escrows have been established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

55. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

56. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

57. Events of Default. The occurrence of any of the following shall constitute an "Event of Default":

(a) Payments. The Developer fails to pay any amounts payable under this Agreement to the City when due.

(b) Non-Monetary. The Developer fails to observe or perform as and when required or breaches any of the covenants or agreements contained in this Agreement and, except as described below, such failure continues for 15 days after notice from the City of the failure (except as described for letters of credit). The City shall not be required to provide notice, or may shorten or eliminate the 15-day cure period, if the City determines in its discretion that the failure constitutes an imminent danger to health or safety or would constitute such an imminent danger in less than 15 days. The City may, in its sole discretion, provide in the notice for a cure period of longer than 15 days if the City determines that such longer cure period is warranted.

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

(d) Creditors' Actions. Any involuntary proceeding is filed against the Developer that seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 30 days of the date filed.

58. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

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(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.

(g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.

(h) Exercise all other rights and remedies available to it at law or in equity,

59. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

60. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

61. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

62. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

63. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

64. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

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65. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

66. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

67. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

68. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

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[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
Andrew Nerbun
Mayor

By: _____
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on October 2, 2023, by Andrew Nerbun, Mayor of the City of Mequon.

CARRIE ENEA NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Carrie Enea
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 8/10/25

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on October 2, 2023, by Caroline Fochs, Clerk of the City of Mequon.

CARRIE ENEA NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Carrie Enea
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 8/10/25

Approved by: _____
Brian C. Sajdak, City Attorney

Attachment: Packet Docs_HighlandMeadows_01.27.25 (10000 : Technical Engineering Consultants, LLC)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

By: Highland Road, LLC
Name: ~~Steve DeCleene~~ Bryan Lindgren
Title: ~~President,~~ Neumann Developments Inc., Sole Member Executive Vice President

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on 31st of August, 2023, by Bryan Lindgren, as Executive Vice President of Neumann Developments Inc..

MELISSA BOCK NOTARY PUBLIC STATE OF WISCONSIN

Melissa Bock
Name: Melissa Bock
Notary Public, ~~Ozaukee~~ Waukesha County, Wisconsin
My Commission (expires) (is) 2/25/27

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EXHIBIT A

to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
____Highland Road, LLC__

Highland Meadows

LEGAL DESCRIPTION:

Lot 2 of Certified Survey Map No. 4126, recorded in the office of the Register of Deeds for Ozaukee County on December 17, 2020, as Document No. 1108327, being located in a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Town 9 North, Range 22 Ease, in the City of Mequon, Ozaukee County, Wisconsin.

Said Parcel contains 1,425,302 Square Feet (or 32.7204 Acres) of land, more or less.

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RESULT:	**APPROVED [8 TO 1]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Nancy Urbani, Commissioner
AYES:	Nerbun, Strzelczyk, Choren, Gentges, Hawley, Schaefer, Stoker, Urbani

b) Neumann Development, Inc. for Highland Road, LLC. The applicant is seeking concept plan and preliminary plat approval to allow for a 37-lot subdivision for the property located at 1310 W. Highland Road (Highland Meadows subdivision).

Commissioner Stoker recused himself from this item.

Mayor Nerbun stated that this was approved a year ago and 4 months ago but has come back with very minor changes to the preliminary plat to accommodate side access garages which are required.

Assistant Director Jac Zader stated that they are required to connect to the sanitary sewer service. He also commented that the applicant must match the existing light fixtures in the neighborhood. He further commented that there is a new version of the light fixture that may alleviate some of the current glaring issues.

Action
Ald. Strzelczyk made a motion to approve the item.
Commissioner Hawley seconded the motion.

Asst. Eng. McCraw added that if the applicant plans to phase the development, that an amendment to condition #13 (packet page 62) should be made as part of the approval motion, so that it could be superseded later with a development agreement amendment approval.

The applicant, Brian Lindgrin, explained that there is no change to the 37 proposed lots. He explained that the eastern part of the site needs some fill dirt. If they are able to phase the development, they can use some of the dirt from basement digs as well as bring in additional clean fill. The phasing also spreads out the expenditures for the developer.

An amendment was added to the motion to add clarifying language to condition #13 or as amended with DA approval.
This was accepted by both Commissioners that made the motion.

A *roll call vote was taken; vote passed (8-0)*

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building will provide a buffer for golf balls from the nearby tee boxes and the cars located on the west side of the building.

The city has a 20-foot offset requirement for drive aisles to provide room for landscaping and buffering between the buildings, roads and adjacent properties. The 50-foot ultimate ROW was created to allow for future road expansion as well as bike and pedestrian accommodations.

Staff recommends denial of the CUG waiver and ROW waiver as staff believes there is sufficient open space to construct a parking lot to the south of the proposed building and buffering could be achieved from the golf balls with landscaping and fencing.

Should the Commission approve the parking lot to exceed the 20-foot setback and encroachment into the ultimate ROW; staff recommends that a ROW waiver for the parking stalls location be executed and recorded including the following conditions listed in the staff report, including the property owner removing that portion of the parking lot and installs landscaping in accordance with the code.

Mayor Nerbun stated there was confusion at the last meeting regarding the number of parking stalls that were approved but agrees that there was guidance not to cut down any trees.

Forester Gies stated that the two trees proposed for removal on the north end are not due to the parking lot. He explained there is a small grouping of trees and two white spruces, that are both in poor condition, that are approved to be removed. The two proposed specimen trees to be removed are located west of the building. Both trees are western red cedars, and they are not in desirable condition.

Action

Ald. Strzelczyk made a motion to approval with the parking lot as proposed in the packet including the alternate conditions made by staff (all 14 conditions on pages 144 & 145).
Commissioner Choren seconded the motion.
A voice vote was taken, vote passed (8-0)

RESULT:	**APPROVED WITH CONDITIONS [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Choren, Gentges, Lemke, J. Schaefer, R. Schaefer, Stoker

d) Neumann Development, Inc. The applicant is seeking concept plan, preliminary plat, fill permit and development agreement approval to allow for a 37-lot subdivision for the property located at 1310 W. Highland Road (Highland Meadows).

Asst. Dir. Zader stated that this request is for concept plan, preliminary plat and fill approval This was in front of the Commission in February of 2022, but the concept plan has changed to

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37-lots due to sewer service on the parcel. An updated plan was submitted after the packet was published which addresses some of staff's concerns. The plan complies with the new Ulao Creek Residential Cluster District which requires at least 30% open space, this plan shows roughly 34% open space as well as designated lots to have side-loading garages. Staff requested a no-mow path to extend around the entire property as a requirement. The applicant added a tot lot as required as well; a final plan will need to be approved. There has been some feedback about the glare from the lights at the medical clinic and staff has been trying to work with the electrician that installed the lights to resolve the issue. One issue that needs to be modified is that the no-mow path is required to continue through the development. He explained that per the Development Agreement they are allowed to build three spec homes before the final plat is approved. All the other conditions of the zoning district have been met and staff recommends approval.

Commission feedback includes support for the project although there is strong response that the lights are an issue that need to be addressed. Staff commented that the lights will be checked to ensure the correct colored bulbs were installed. The Commission requested that the grading plan be reviewed and that the neighbor (Weyenberg) be consulted regarding the proposed development plan. Overall, the Commission is supportive of this proposed development. There was a discussion regarding bypass lanes, and it was reported by staff that the traffic count does trigger a bypass lane on Highland Road, and it will be included as part of this development as well as acceleration/deceleration lanes.

Action
Ald. Strzelczyk made a motion to approve with the modification to condition #1 that the color and temperature of the lights be reduced at Ascension, the no-mow path be continued through the entire development and final plans of the pocket park be required.
Commissioner Choren seconded the motion.
A voice vote was taken, vote passed (8-0)

RESULT:	**APPROVED WITH CONDITIONS [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Choren, Gentges, Lemke, J. Schaefer, R. Schaefer, Stoker

e) St. Johns Evangelical Lutheran Church. The applicant is seeking certified survey map approval to allow for modified property lines and rezoning recommendation approval from R-4 zoning to B-1 and IPS zoning for the property located at 1600-17174 W. Mequon Road.

Planner Miller stated that the applicant is proposing to split the parcel so that one lot is 1.55 acres and to rezone this to B-1 to be used for an insurance company. They plan to retrofit the existing barn and house on site for that use. The remaining 4.36 acres will retain the existing childcare center, church and home. The childcare center is currently zoned R-4 and is requested to be rezoned to IPS to match the remaining zoning on that parcel and dissolve the split-zoning there.

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