



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2904
Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, June 22, 2020 at 6:00 PM
GoToMeeting Teleconference

Agenda

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens may join the meeting online or by phone. Please go to <https://global.gotomeeting.com/join/116424117> to join the meeting online or call into the meeting by dialing 1.877.309.2073 and enter access code 116-424-117.

WRITTEN PUBLIC COMMENTS may be made in writing in advance of the meeting. Written comments should be directed to the Department of Community Development at least 2 hours prior to the meeting by email at DCD1@ci.mequon.wi.us addressed to the intended committee. Written public comment may also be deposited in the drop box at City Hall on 11333 N. Cedarburg Road, Mequon at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to Planner Pa Phouala Vang at pvang@ci.mequon.wi.us or by leaving a message at 262.236.2904 no later than 2 hours prior to the meeting.

1) Call to Order, Roll Call

- a) Approval of Minutes from May 11, 2020

2) Regular Business

- a) William & Catherine Chavez. The applicant is seeking a 1-lot certified survey map approval to update the property description for the parcel located at 8549 Highland Road.
- b) Athlete Performance. The applicant is seeking landscape plan approval for a new 35, 526 sq. ft. athletic facility with accessory business tenants for the property located northwest of Executive Drive.

3) Policy

- a) RESOLUTION 3695. A Resolution Amending the City of Mequon's Standard Specifications for Land Development to Update Figure 5 (Acceleration/Deceleration & Bypass Lanes) and Include a Template Development Agreement

4) Announcements

5) Adjourn

Dated: June 19, 2020

/s/ John Wirth, 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
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, May 11, 2020
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair John Wirth
 Alderman Andrew Nerbun
 Commissioner James Baka
 Commissioner Martin Choren
 Commissioner Rick Lemke
 Commissioner Rebecca Schaefer
 Commissioner James Schaefer
 Commissioner John Stoker
 Alternate Greg Bach
 Alternate Dan Gentges
 Alternate Stephanie Hawley

a) Approval of Minutes from April 27, 2020

Action

Commissioner Stoker made a motion to approve the meeting minutes from April 27, 2020.
 Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed 8-0

RESULT:	APPROVED [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Wirth, Nerbun, Baka, Choren, Lemke, J. Schaefer, R. Schaefer, Stoker

Attachment: DRAFT PC_05.11.2020 (5248 : Minutes from May 11, 2020)

2) Public Hearing

- a) Design 2 Construct for Athlete Performance. The applicant is seeking conditional use grant and building and site plan approval to construct a new 35,526 sq. ft. athletic facility with accessory business tenants for the property located northwest of Executive Court.

Action

Commissioner Lemke made a motion to open a public hearing.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed 8-0

Mayor Wirth read a letter from Frank Reed that was submitted to the Commission.

Action

Commissioner Stoker made a motion to open a public hearing.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed 8-0

Planner Vang stated that this item was before the Commission for a consultation regarding this project earlier in the year and they are back requesting conditional use grant (CUG) and building and site plan approval. A CUG is required for a fitness center in the B-5 district. She stated that all of the activities will take place indoors and will be monitored by staff at all times. The land use plan designates the site as Business Park and the surrounding properties to the south, west and east are zoned B-5/PUD. The properties to the north are zoned R-3/PUD. Planning Commission has previously approved this type of use in the Business Park.

The applicant is proposing daily operations from 8:00 a.m. to 9:00 p.m. but staff revised the proposed hours of operation to be extended to 10:00 p.m. to allow the staff time to clean and close the facility after scheduled activities. The site will host showcase tournaments and during the tournaments a parking agreement will be required. Teams/spectators will be shuttled in from Brown Deer and Homestead High Schools. Staff included the shared parking agreement as a condition of approval.

The site plan matches the plan shown at the consultation and meets all the B-5 zoning requirements. As discussed at the consultation, the site plan does show areas for potential future additions. If they add on to the building, they will need to borrow land from the outlot in order to meet the open space requirement. This is allowed per the development agreement due to the outlot not being buildable land. The site plan meets the parking requirements of the code as well as the daily peak parking requirements as supplied by the applicant. The max peak occupancy is 121 occupants during the peak time hours of 8:00 a.m. to 5:00 p.m.

The building design is similar to the plan shown at the consultation with the main change that the mezzanine has been eliminated from the plan. The building materials have remained the same as well as the building height of 30 feet, which meets the code requirement.

The lighting plan needs to be reduced to meet the parking lot code requirements of an average 2 foot candle. The landscape plan was recently resubmitted with revisions and the review from the

landscape consultant was not available in time for staff review and packet production; it will be back in front of the Commission for approval at a later date. Staff does approve the building and site plan and the conditional use grant.

The applicant, Mark Hertzfeldt; architect from Design 2 Connect and representing Steve Becker; owner of Athlete Performance, stated that they had spent about ½ hour with the neighbor addressing their concerns at the previous Commission meeting. Regarding the HVAC concerns, he explained that the building is located further back from the residences than the code requires. He explained that the roof top units over the basketball tournament areas are 340 feet away from the residences and the other ones are about 280 feet away. He stated that these units do not generate much noise and with the distance to the homes, they should not be able to hear them at all.

Steve Becker explained that the basketball tournaments and showcases are not their main function at the facility. They mostly provide skills training and some league play. They are unable to host major showcases as they will only have 3 courts at the facility. If they are able to host more tournaments than they anticipate, the tournaments would most likely be held about 2 - 3 weekends during the months of December through July. They are mostly youth tournaments which will not extend during the nighttime; with only 3 courts this does not allow for many teams and they do not have bleachers available for many fans. He stated they will provide security detail during the tournaments to prevent any congregation or noise from people outside the facility. He stated that the leagues are mostly adults and there should not congregating outside.

Feedback from the Commission reinforced that idea of security being provided at tournaments. There was some discussion regarding the colors of the panels which the blue/gray is preferred over a bright blue color and the lighter canopy color is preferred. The Aurora building decorative brick colors were questioned. Mayor Wirth suggested that as part of the motion it should include the Commission architects to be included in the review of the samples provided to staff for approval.

Mr. Hertzfeldt confirmed that the panels will be the bluish/gray color and they will supply samples to staff as well as the brick samples for the Aurora portion. He clarified a correction to the staff report that labeled the center area as fiber cement panels and that they are an EIFS accent material.

A Commission architect requested to see where the joints will be located so the lower efface does not get damaged by landscaping.

Mr. Hertzfeldt replied that they intend to have the efface at least 6" from grade to avoid landscape damage.

Mayor Wirth suggested the following three conditions of approval:

1. The noise from the mechanical units should be no more than 65 dba at the lot line.
2. Owner has responsibility for conduct on the property; could affect CUG.
3. Landscaping Plan needs Planning Commission approval.

Mr. Hertzfeldt stated that they will set up an auto set for the lighting so that the lights do not run all night and will have less impact on neighbors to the north. Additionally, their current lighting proposal is for their parking lot lights to be at 2.17; with most of the lights down the center of the parking lot, with very few lights on the lot edges. They prefer to keep the center of the lot as well-lit as possible for safety reasons and request to keep the lighting as proposed.

Planner Vang responded that the difference (2.2) will not be noticeable and that the Commission has previously allowed for lighting to be slightly over the code requirement.

Action

Mayor Wirth made a motion subject to staff conditions, the three conditions he added, changing the foot candles to 2.2 and Commissioners Choren and Jim Schaefer review and work with staff to approve final architectural details.

Commissioner J. Schaefer seconded the motion.

A voice vote was taken; vote passed 8-0

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	John Wirth, Chair
SECONDER:	James Schaefer, Commissioner
AYES:	Wirth, Nerbun, Baka, Choren, Lemke, J. Schaefer, R. Schaefer, Stoker

3) Regular Business

- a) Fadi Haddad. The applicant is seeking sign waiver approval for a new business sign for the property located at 9850 W. Wasaukee Road (Northern Exposure Landscaping).

Planner Vang showed an aerial of the site and stated that Northern Exposure Landscape is requesting a waiver for free-standing sign. The B-5 zoning allows for a free-standing sign for each principal building per the sign code. Their hardship is that the current west property line runs through the center of the parking lot and there is no area to place the sign on the property. If they were to meet the required 10-foot setback from each property line and driveway right-of-way; their sign would be placed 60 feet from Wasaukee Road. She stated the Commission has approved right-of-way signs in the past and staff has prepared a waiver for the applicant to sign which holds the city harmless from any damage to their sign or if the sign needs to be relocated due to widening of the road. Based on their hardship, staff does recommend approval of this sign waiver request.

Action

Commissioner Becky Schaefer made a motion to approve the sign waiver.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed 8-0

RESULT:	APPROVED [8 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	John Stoker, Commissioner
AYES:	Wirth, Nerbun, Baka, Choren, Lemke, J. Schaefer, R. Schaefer, Stoker

- b) ICAP Development. The applicant is seeking building and site plan approval of the northeastern most portion of the site for a 5,400 sq. ft. commercial building for the property located at 10865-10911 N. Port Washington Road.

Asst. Dir. Zader showed the revised site plan and stated that the building and site plan was tabled at the March meeting due to parking and design concerns. The revised site plan shows the dumpster location flipped to the north side of the building and reduction of the parking stall width from 9 feet from 10 feet; based on previous feedback from Commission. Now there are 26 stalls which is one less that required based on square footage. There is not a current tenant for this building, but staff feels comfortable approving the proposed parking at this time as each individual tenant will be reviewed as they come forward in the future to ensure adequate parking based on their use.

One issue of concern is the stalls located on the north side as they abut a private road which serves as the sole access for the property to the north. Typically, stalls are discouraged from discharging directly onto a main thoroughfare but in this case as there was not much option, staff has recommended these stalls be limited to staff use only as that will reduce the number of trips in and out.

The revised building plan changed dramatically since the last meeting and the applicant has worked with staff and the Commission architects on the proposed plan. It is mostly a brick design with incorporated fiber cement panels. Staff approves the revised plan but recommends that on the north and south elevations that the EIFS shown to match the fiber cement be carried through on the entire building as all sides are in the public view.

There are two private easements on the property which the city is not a party to. One easement (the sidewalk easement) shows that it runs through the building. Staff recommends that it be modified or removed as a condition of approval. The applicant has expressed that they would like some flexibility to work on this issue with the neighbor to the north. If they cannot work out an agreement, they would possibly need to shrink the building down. Asst. Dir. Zader spoke with the neighbor to explain that staff would not support the sidewalk easement going through the natural area with specimen trees and prefer to keep that area natural without impervious surface. Staff supports relocating the sidewalk area from that location as part of any future discussions or agreements between the two parties.

The driveway easement width is wider than the actual driveway and the dumpster area and some of the parking would be located within that easement area. Normally a condition of approval would be that both easements be resolved but the city does not have involvement in either case. The applicant believes that the language of the easement allows for improvements within the easement area that does not affect access to the site.

Staff is requesting minor changes to the lighting plan and the landscaping plan. Staff does recommend approval of the building and site plan subject to the conditions in the report.

Feedback from the Commission is that they like the changes to the revised plan and support the recommendation from staff to continue the EIFS throughout the entire building. There was more discussion regarding the 2 easements as there was some concern about these issues from the Commission. Mayor Wirth stated that the easement issues are between the two property owners and the city should not be involved and suggested that language be added that they city not take a position.

The applicant, Jerad Protasky; representative from ICAP Development, stated that they have a concern regarding condition #12 regarding the sidewalk easement and would like it to be removed as a condition from the report.

Action

Ald. Nerbun made a motion to approve the building and site plan per staff conditions and with language added that the city not take position regarding the easements.

Commissioner J. Schaefer seconded the motion.

A voice vote was taken; vote passed 8-0

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Andrew Nerbun, Alderman
SECONDER:	James Schaefer, Commissioner
AYES:	Wirth, Nerbun, Baka, Choren, Lemke, J. Schaefer, R. Schaefer, Stoker

4) Announcements

The next meeting is Monday, June 22nd at 6:00 p.m.

5) Adjourn

Action

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed 8-0

Respectfully Submitted,

Jac Zader



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: PA PHOUALA VANG, PLANNER
DATE: June 22, 2020
SUBJECT: William & Catherine Chavez. The applicant is seeking a 1-lot certified survey map approval to update the property description for the parcel located at 8549 Highland Road.

Applicant:	William & Catherine Chavez
Status of Applicant:	Owner
Requested:	Final Land Division Approval
Existing Zoning:	R -1 (5-acre single-family)
Land Use Plan:	Residential 5-Acre
Lot size:	6.84 acres
Location:	8549 W. Highland Road
Tax Key:	#14-016-05-009.00
District:	#3

Background:

The applicant requests certified survey map approval for the property located at 8549 W Highland Road. In May 2019, the Planning Commission approved a rezoning request for the property located at 8601 W Highland Road due to ongoing litigation involving four parcels that share an existing driveway. To resolve the issue, the area of land (.6 acres) that includes the driveway was transferred to parcel at 8549 W Highland Road. Planning Commission approved the rezoning from R-1 to R-1B for 8601 Highland Road since the transfer of property containing the driveway would result in a substandard lot. Earlier this year, a deed transfer was completed. The owner of 8549 W Highland Road is requesting approval of the one-lot CSM to update the parcel's legal description.

Zoning District Standards and Site Conditions:

The proposed certified survey map is consistent with the current zoning designation of R-1, requiring a five (5) acre minimum lot size and 300 minimum average lot width and depth.

Site Conditions:

Lot 1 is 6.84 acres with access off Highland Road. Lot 1 contains an existing single-family dwelling and asphalt driveway which is shared by four lots. The CSM references a 36-foot-wide and 25-foot-wide access easement for Lot 2 of CSM 3387.

Engineering Report:

Bridget Henk, Assistant City Engineer, has reviewed the application and has the following comments:

A shared access easement has been recorded for the shared driveway. An affidavit of correction has also been recorded to correct the CSM number in the shared access agreement. The

easement reference on the proposed CSM is consistent with CSM #3387. The width of the easement is the same in both documents. Wetlands do not appear to be present on site. The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that there are likely no wetlands present. A wetland delineation is not required for this CSM.

Other Technical Corrections:

The Engineering Division performed a technical review of the CSM. No corrections are required.

Staff Recommendation:

Planning staff recommends approval of the land division subject to the following conditions:

1. Final staff review and approval of CSM.
2. Compliance with the Tree Preservation Ordinance.
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. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2015 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 83).

Attachments:

Packet Docs (PDF)

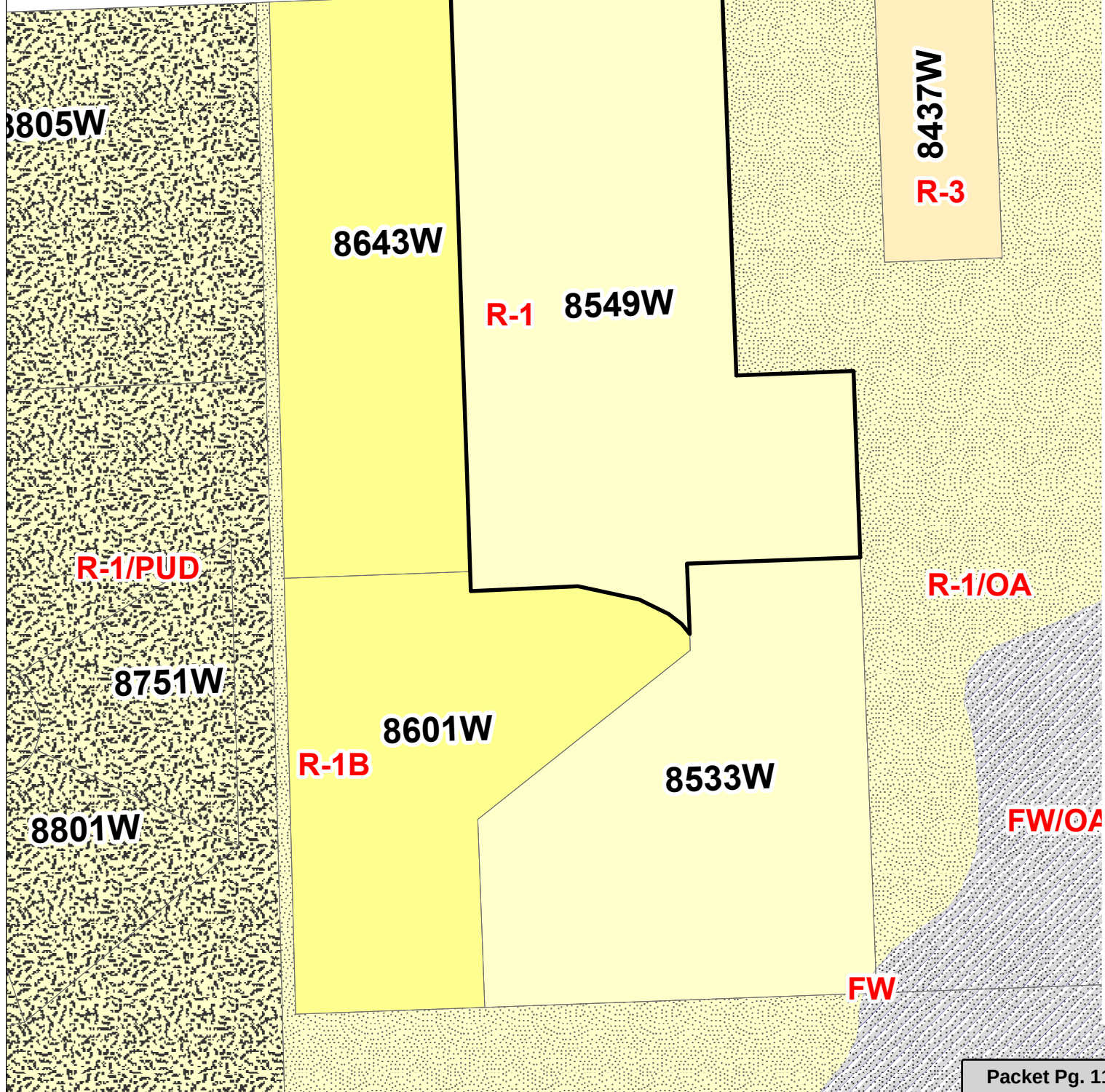
Chavez CSM

AC Arrival Corridor
A-1 Agricultural Preserve
A-2 General Agricultural
B-1 Neighborhood Business
B-2 Community Business
B-3 Office & Service Business
B-4 Business Park
B-5 Light Industrial
B-6 Rural Industrial
B-7 Rural Business
C-1 Shoreland/Wetland Conservancy
C-2 General Conservancy
CGO Central Growth Overlay
FFO Flood Fringe Overlay
FW Floodway
IPS Institutional & Public Service

LTD Limited Use
OA Agricultural Overlay
PUD Planned Unit Development Overlay
P-1 Park & Recreation
R-1 Single-Family Residential (5 Ac. Min.)
R-1B Single-Family Residential (2.5 Ac. Min.)
R-2 Single-Family Residential (2.0 Ac. Min.)
R-2B Single-Family Residential (1.5 Ac. Min.)
R-3 Single-Family Residential (1.0 Ac. Min.)
R-4 Single-Family Residential (3/4 Ac. Min.)
R-5 Single-Family Residential (1/2 Ac. Min.)
R-6 Single-Family Residential (4 du/Ac)
RM Multi-Family Residential
TC Town Center
TDR Transfer of Development Rights

2.a.a

HIGHLAND ROAD 128N



Attachment: Packet Docs (5250 : William & Catherine Chavez)

Planning Commission Application
City of Mequon
11333 N Cedarburg Road 60W
Mequon, WI 53092

Dear Ms. Buzzell,

The attached application to the Planning Commission for their approval of the enclosed Certified Survey Map, conducted by Rick Hillman of Continental Surveying Services LLC.

The purpose for the new CSM is to incorporate the subdivision of CSM #3387, 8601 W. Highland Road, into the property description for CSM #2216 at 8549 Highland Road, Mequon WI, 53097. The division of CSM #3387 was completed through a deed transfer in February, 2020, and as corrected in May, 2020.

The new CSM will result in a consolidated and singular property description to simplify any future real estate transactions.

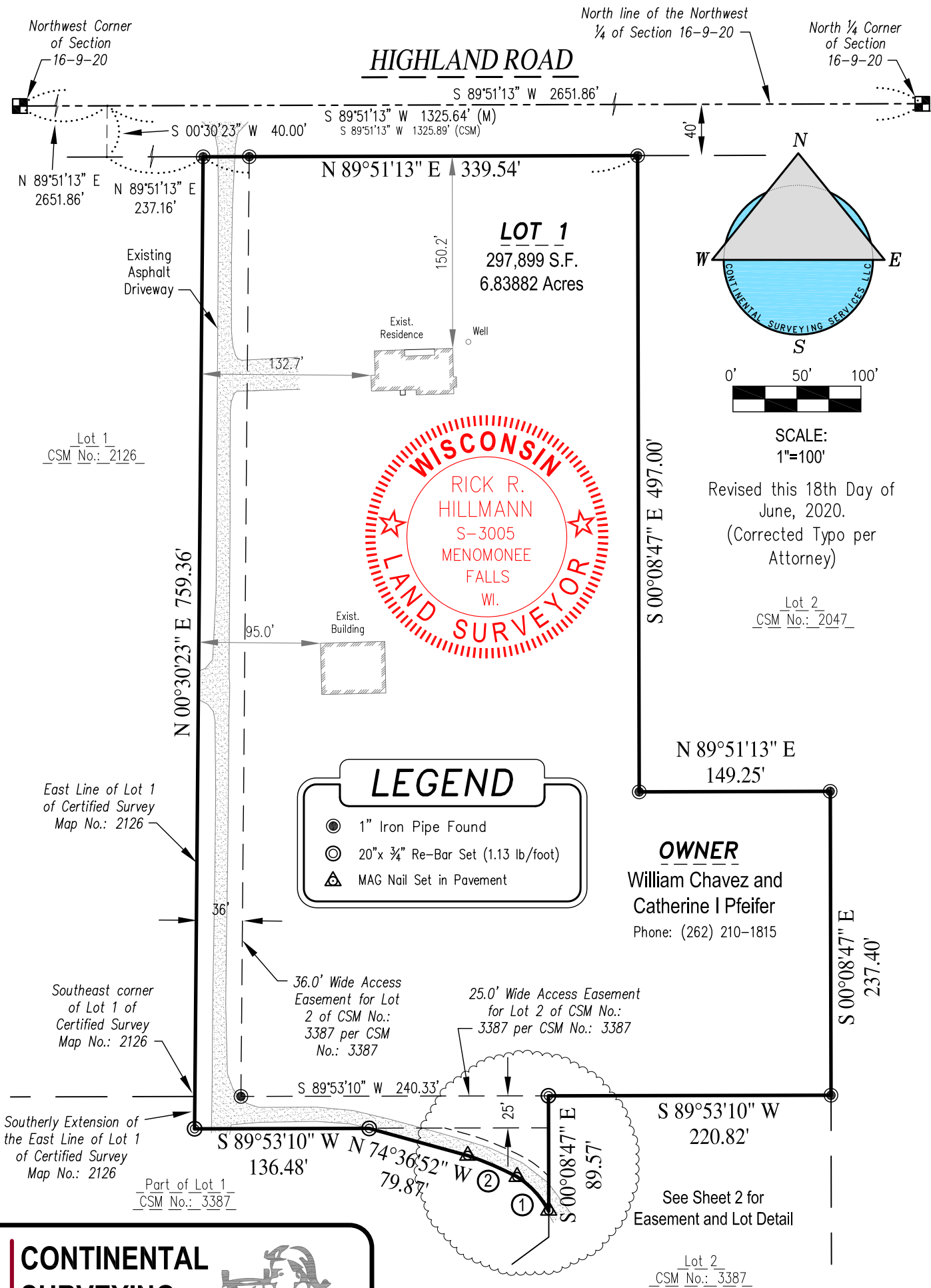
Sincerely,

William Paul Chavez

Attachment: Packet Docs (5250 : William & Catherine Chavez)

Certified Survey Map

A Redivision of Lot 2 of Certified Survey Map No.: 2126, and Lot 1 of Certified Survey Map No.: 3387, all being a part of the Northeast ¼, of the Northwest ¼ of Section 16, Township 9 North, Range 21 East, located in the City of Mequon, Ozaukee County, Wisconsin.



Attachment: Packet Docs (5250 : William & Catherine Chavez)



Certified Survey Map

A Redivision of Lot 2 of Certified Survey Map No.: 2126, and Lot 1 of Certified Survey Map No.: 3387, all being a part of the Northeast ¼, of the Northwest ¼ of Section 16, Township 9 North, Range 21 East, located in the City of Mequon, Ozaukee County, Wisconsin.



LEGEND

●

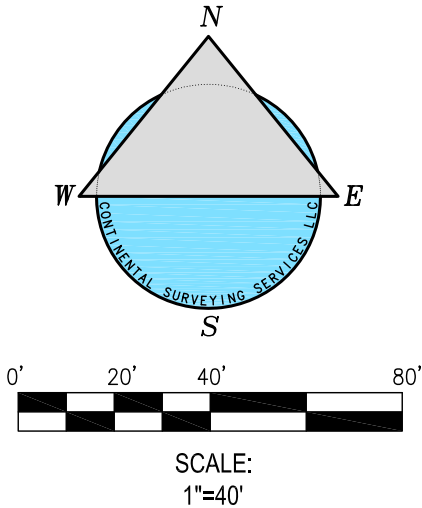
1" Iron Pipe Found

○

20"x ¾" Re-Bar Set (1.13 lb/foot)

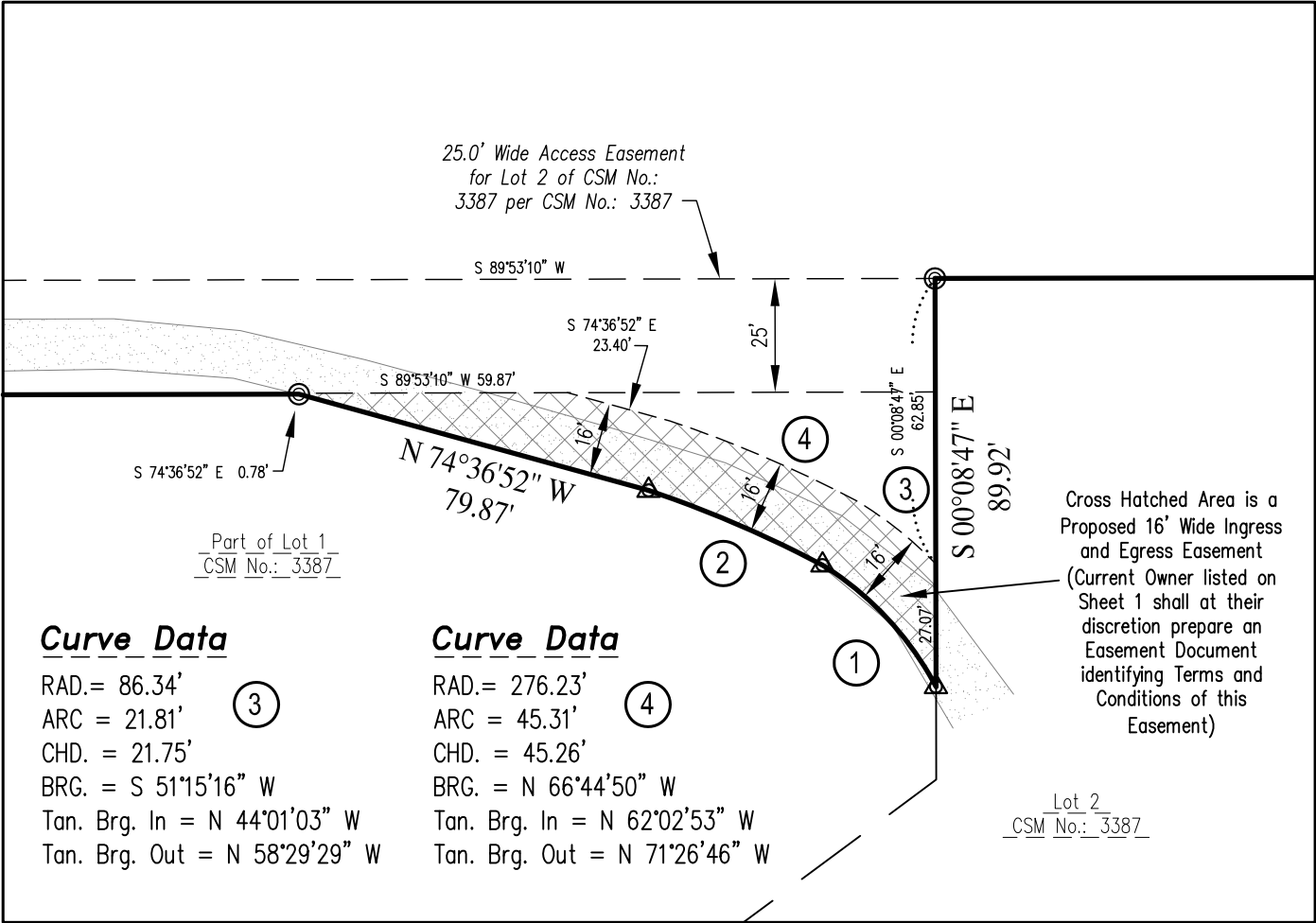
▲

MAG Nail Set in Pavement



Revised this 18th Day of June, 2020.
(Corrected Typo per Attorney)

Easement and Lot Detail



CONTINENTAL
SURVEYING
SERVICES LLC



Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com

Curve Data

RAD.= 70.34' ①
ARC = 37.07'
CHD. = 36.64'
BRG. = N 43°00'19" W
Tan. Brg. In = N 27°54'23" W
Tan. Brg. Out = N 58°05'52" W

Curve Data

RAD.= 260.23' ②
ARC = 41.73'
CHD. = 41.69'
BRG. = N 66°45'21" W
Tan. Brg. In = N 62°11'27" W
Tan. Brg. Out = N 71°22'48" W

NOTE: All bearings are referenced to the North line of the NW ¼ of Section 16, Township 9 North, Range 21 East which bears S 89°51'13" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 21st day of April, 2020
Sheet 2 of 5



Certified Survey Map

A Redivision of Lot 2 of Certified Survey Map No.: 2126, and Lot 1 of Certified Survey Map No.: 3387, all being a part of the Northeast $\frac{1}{4}$, of the Northwest $\frac{1}{4}$ of Section 16, Township 9 North, Range 21 East, located in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a parcel of land being a redivision of Lot 2 of Certified Survey Map No.: 2126, and Lot 1 of Certified Survey Map No.: 3387, all being a part of the Northeast $\frac{1}{4}$, of the Northwest $\frac{1}{4}$ of Section 16, Township 9 North, Range 21 East, located in the City of Mequon, Ozaukee County, Wisconsin, now being bound and described and follows:

Commencing at the North $\frac{1}{4}$ Corner of said Section; thence South 89°51'13" West on and along the North line of said $\frac{1}{4}$ Section, 1325.64 feet (previously recorded as 1325.89 feet), thence South 00°30'23" West, 40.00 feet to a point on the South Line of Highland Road; thence North 89°51'13" East on and along said South Line, 237.16 feet to the Northwest Corner of Lot 1 of Certified Survey Map No.: 3387 and the Point of Beginning of lands hereinafter described;

Thence continuing North 89°51'13" East on and along said South Line, 339.54 feet to the Northeast corner of Lot 2 of Certified Survey Map No.: 2126; thence on and along said Lot 2 the following calls:
South 00°08'47" East, 497.00 feet to a point; thence North 89°51'13" East, 149.25 feet to a point; thence South 00°08'47" East, 237.40 feet to a point; thence South 89°53'10" West to the Northwest Corner of Lot 2 of Certified Survey Map No.: 3387; thence South 00°08'47" East on and along the West Line of said Lot 2, 89.57 feet to a point on a curve; thence along the Arc of a curve 37.07', whose Center lies Southwesterly, whose Radius is 70.34 feet, whose Chord bears North 43°00'19" West, 36.64 feet to a point, said point is the beginning of another Arc; thence along the Arc of a curve 41.73 feet, whose Center lies Southwesterly, whose Radius is 260.23 feet, whose Chord bears North 66°45'21" West, 41.69 feet to a point; thence North 74°36'52" West, 79.87 feet to a point; thence South 89°53'10" West, 136.48 feet to a point that is on the the Southerly extension of the East line of Lot 1 of Certified Survey Map No.: 2126 and is 25.21 feet South of the Southeast Corner of said Lot 1; thence North 00°30'23" East on and along said Southerly extension and the East line of Lot 1 of Certified Survey Map No.: 2126, 759.36 feet to the place of beginning of this description.

The gross area of said parcel contains 297,899 Square feet or 6.83882 Acres of land more or less.

That I have made such survey, land division and map by the direction of William Chavez and Catherine I Pfeifer, owners of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of Mequon in surveying, dividing and mapping same.

Dated this _____ day of _____, 20_____.

Rick R. Hillmann PLS
Professional Land Surveyor S-3005

**CONTINENTAL
SURVEYING
SERVICES LLC**



Main Office:
2059 Hwy 175, Suite "A"
Richfield Wl. 53076

Phone: (262) 389-9200
Website: www.csss-surveys.com
Email: survey@cssssurveys.com



Revised this 18th Day of June, 2020.
(Corrected Typo per Attorney)

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 21st day of April, 2020
Sheet 3 of 5



Certified Survey Map_____

A Redivision of Lot 2 of Certified Survey Map No.: 2126, and Lot 1 of Certified Survey Map No.: 3387, all being a part of the Northeast ¼, of the Northwest ¼ of Section 16, Township 9 North, Range 21 East, located in the City of Mequon, Ozaukee County, Wisconsin.

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and ordinances of the City of Mequon, this _____ day of _____, 20_____.

William Chavez

Catherine I Pfeifer

STATE OF WISCONSIN)
) SS
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named William Chavez and Catherine I Pfeifer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Print Name_____

Notary Public, _____ County, WI.

My Commission Expires: _____

**CONTINENTAL
SURVEYING
SERVICES LLC**



Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com



Revised this 18th Day of June, 2020.
(Corrected Typo per Attorney)

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Sheet 4 of 5



Certified Survey Map_____

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CITY OF MEQUON PLAN COMMISSION APPROVAL:

Approved by the Plan Commission of the City of Mequon on this_____ day of _____, 20_____.

John Wirth, Plan Commission Chairman and Mayor

Caroline Fochs, Clerk

Revised this 18th Day of June, 2020.
(Corrected Typo per Attorney)

CONTINENTAL
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Email: survey@csssurveys.com



NOTE: All bearings are referenced to the North line of the NW $\frac{1}{4}$ of Section 16, Township 9 North, Range 21 East which bears S 89°51'13" W.

This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 21st day of April, 2020

Sheet 5 of 5

Attachment: Packet Docs (5250 : William & Catherine Chavez)





TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: June 22, 2020
SUBJECT: Athlete Performance. The applicant is seeking landscape plan approval for a new 35, 526 sq. ft. athletic facility with accessory business tenants for the property located northwest of Executive Drive.

Applicant:	Design 2 Construct for Athlete Performance
Status of Applicant:	Agent
Requested:	Landscape Plan
Existing Zoning:	B-5 (Light Industrial District) PUD (Planned Unit Development)
Land Use Plan:	Business Park
Lot size:	1.4 acres
Location:	Northwest corner of N. Executive Drive
Tax Key:	#14 027-09-017.00
District:	#4

Background:

The applicant is requesting landscape plan approval for a proposed 35,526 square foot athletic facility with accessory tenants at the northwest corner of N Executive Court. The Planning Commission approved building and site plan and conditional use grant for a fitness center its May 2020 meeting. As part of that approval, the Planning Commission requested that the landscape plan return to the Commission for final review and approval.

Landscape Plan:

The landscape plan was submitted at the time of building and site plan approval but had not been reviewed by the landscape consultant. Based upon the review comments made by the landscape consultant, staff made several recommendations to the applicant. The landscape plan included in the packet addresses all of staff's recommendation. Staff supports the plan and recommends approval of the plan as submitted.

The applicant did submit pictures of the existing landscape buffer to the north. These images are also included in the packet.

Staff Recommendation:

Planning staff recommends **approval** of the landscape plan based on the following conditions:

1. The applicant shall submit final plans within 60 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. If final plans are not submitted within such time period, or the plans are not approved by staff, the plan(s) shall be submitted to Planning

Commission for additional review and action and applicant shall be responsible for all city-imposed fees associated with such additional review.

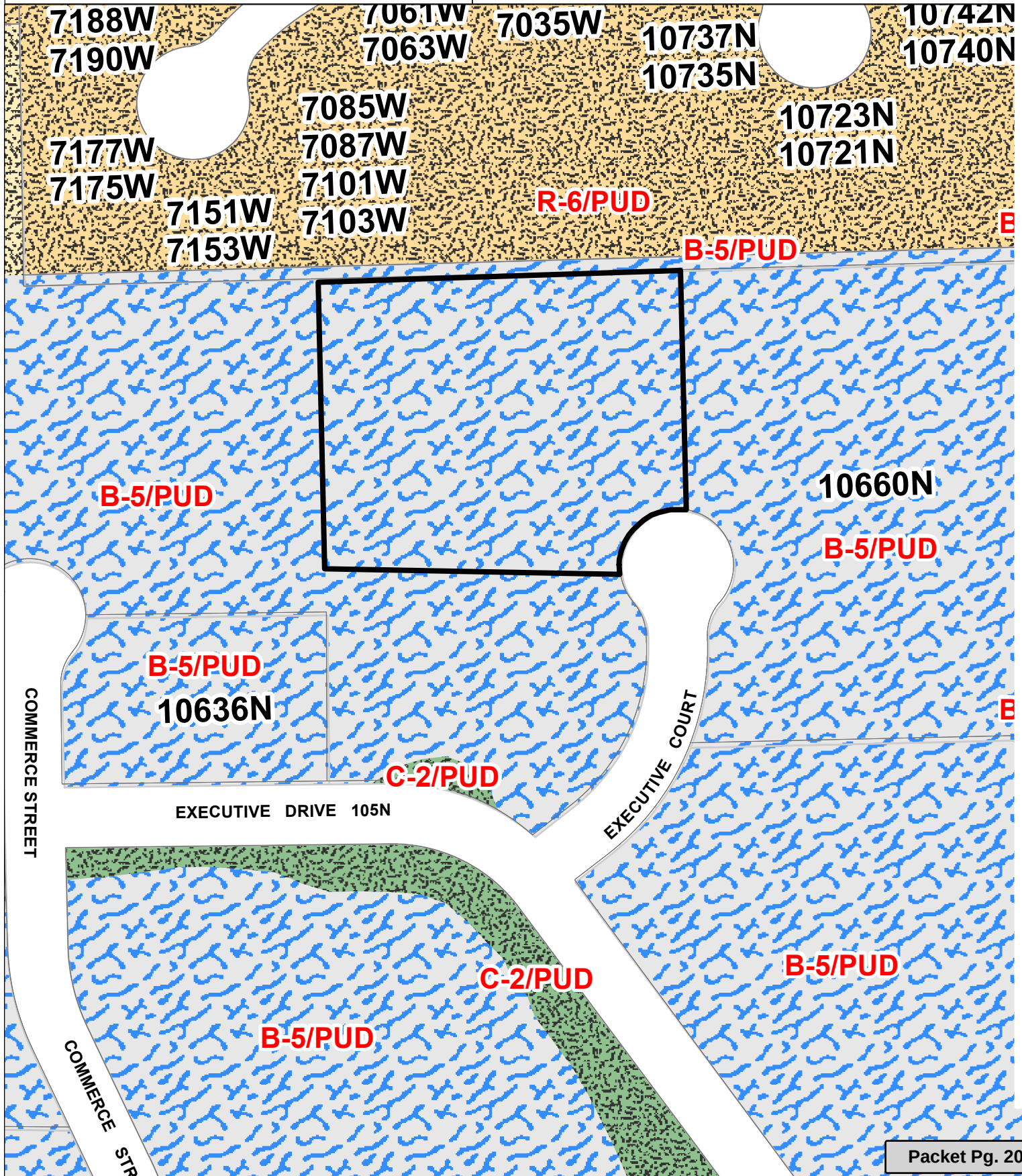
2. All proposed trees shall have a minimum 3" caliper.
3. All coniferous trees shall have 7' height minimum.
4. A landscaping escrow equal to 125% of the improvement costs for installation of landscaping by a licensed contractor and an escrow equal to 25% of the landscape contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the applicant.

Attachments:

AP Packet Docs (PDF)

Athlete Performance

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		



TREE PROTECTION NOTES:

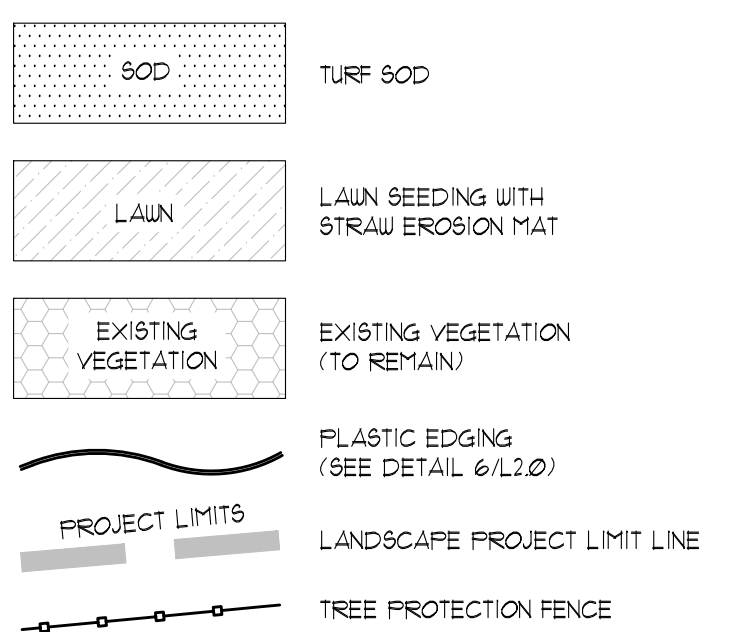
DURING CONSTRUCTION, REASONABLE STEPS NECESSARY TO PREVENT THE DESTRUCTION OR DAMAGING OF TREES (OTHER THAN THOSE SPECIFIED TO BE REMOVED) SHALL BE TAKEN, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING.

- TO PROTECT AND PRESERVE THE TREES INDICATED TO REMAIN, THE CONTRACTOR SHALL INSTALL ORANGE CONSTRUCTION FENCE NO CLOSER TO THE TRUNK THAN 1 FOOT FOR EVERY 1 DBH (TREE DIAMETER AT 4.5 FEET HEIGHT) OF TREE TO REMAIN. ADDITIONALLY, SIGNS SHALL BE POSTED INFORMING THE PUBLIC AND SITE WORKERS THAT THE AREA FENCED IS A PROTECTED ZONE AND THE ZONE SHALL BE LEFT UNDISTURBED. THE GRADE SHALL NOT BE CHANGED IN THE PROTECTED ZONE. NO TREE PROTECTION FENCE IS REQUIRED WHERE EXISTING PAVEMENT IS WITHIN THE PROTECTED AREA.
- NO CONSTRUCTION ACTIVITY, MOVEMENT AND/OR PLACEMENT OF EQUIPMENT PARKING OF VEHICLES OR MATERIAL OR SOILS STORAGE SHALL BE PERMITTED WITHIN THE TREE PRESERVATION AREA. NO EXCESS SOIL, ADDITIONAL FILL, LIQUIDS OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE CRITICAL ROOT ZONE (CRZ) OF ANY TREE THAT IS INDICATED TO BE PRESERVED.
- ALL REQUIRED PROTECTIVE FENCING (PLASTIC ORANGE CONSTRUCTION FENCING) OR OTHER PHYSICAL BARRIER MUST BE IN PLACE AROUND THE TREE PRESERVATION AREA AND/OR TREES PRIOR TO BEGINNING CONSTRUCTION. THE FENCING OR OTHER PHYSICAL BARRIER MUST REMAIN IN PLACE DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FENCING MUST BE SECURED TO METAL POSTS DRIVEN INTO THE GROUND DEEP ENOUGH TO REMAIN VERTICAL AND PLUMB, AND SHALL BE SPACED NO FURTHER THAN TEN FEET (10') APART.
- NO ATTACHMENTS, FENCES OR WIRES, OTHER THAN THOSE APPROVED FOR BRACING, GUYING OR WRAPPING, SHALL BE ATTACHED TO TREES DURING THE CONSTRUCTION PERIOD.
- DRAINAGE OF THE SITE SHALL BE DESIGNED SO THAT AFTER CONSTRUCTION, THE SAME AMOUNT OF WATER AND RATE OF DISCHARGE WILL REACH THE TREES AS IT DID PRIOR TO CONSTRUCTION.
- WHEN TRENCHING ALONGSIDE EXISTING TREES IS UNAVOIDABLE, THE TRENCH MUST BE 1 FOOT FOR EVERY 1 INCH DBH AWAY FROM THE BASE OF THE EXISTING TREE TO BE PROTECTED.
- CONSTRUCTION PRUNING AND ROOT PRUNING OF TREES DIRECTLY IMPACTED BY CONSTRUCTION MAY BE REQUIRED FOR PRESERVATION OF EXISTING TREES.

GENERAL NOTES:

- LOCATE ALL PRIVATE AND PUBLIC UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY DIGGING/CLEARING OPERATIONS.
- ALL PLANTING BEDS NOT ADJACENT TO ASPHALT, CONCRETE OR CURBS SHALL HAVE PLASTIC EDGING AS INDICATED ON THE PLAN. ALL PLANTING BEDS SHALL BE TOPDRESSED WITH DOUBLE SHREDDED HARDWOOD BARK MULCH AS INDICATED ON THE PLAN.
- THE PLANT SCHEDULE IS ON SHEET L2.0. IT IS PROVIDED FOR CONVENIENCE ONLY. PLANT QUANTITIES SHALL BE VERIFIED BY THE CONTRACTOR. WHEN DISCREPANCIES BETWEEN THE SCHEDULE LABELS AND THE PLAN OCCUR, THE QUANTITY DRAWN ON THE PLAN SHALL BE THE OFFICIAL QUANTITY.
- WATER PLANTS IMMEDIATELY AFTER INSTALLATION.
- GUARANTEE ALL PLANTINGS FOR 1 YEAR FROM THE DATE OF INSTALLATION.
- SEE PLANTING DETAILS ON SHEET L2.0 FOR PLANT INSTALLATION REQUIREMENTS.
- ALL AREAS INDICATED AS "LAWN" SHALL BE SEEDED AS SPECIFIED. AREAS INDICATED AS "SOD" SHALL BE SODDED.
- PROPOSED LIGHT POLE LOCATIONS ARE NOT KNOWN AT THIS TIME. SEE SITE LIGHTING PLAN FOR OFFICIAL LOCATIONS OF LIGHT POLES. COORDINATE TREE LOCATIONS TO AVOID LIGHT POLES AS NECESSARY.
- SEE CIVIL PLANS FOR OFFICIAL SITE UTILITIES AND EROSION MAT LOCATIONS. SITE UTILITIES SHOWN ON THIS PLAN ARE FOR CONVENIENCE ONLY.
- LANDSCAPE CALCULATIONS FOR THE CITY OF MEQUON ARE FOUND ON SHEET L2.0.

LANDSCAPE LEGEND



GRASS SEED MIX

GRASS SEED SHALL CONSIST OF THE FOLLOWING VARIETIES (OR APPROVED EQUAL):

- 20% KENTUCKY BLUEGRASS (SOD QUALITY)
- 10% MERCURY KENTUCKY BLUEGRASS
- 20% KENBLUE KENTUCKY BLUEGRASS
- 25% CREEPING RED FESCUE
- 15% WICKED PERENNIAL RYEGRASS
- 10% FIESTA 4 PERENNIAL RYEGRASS

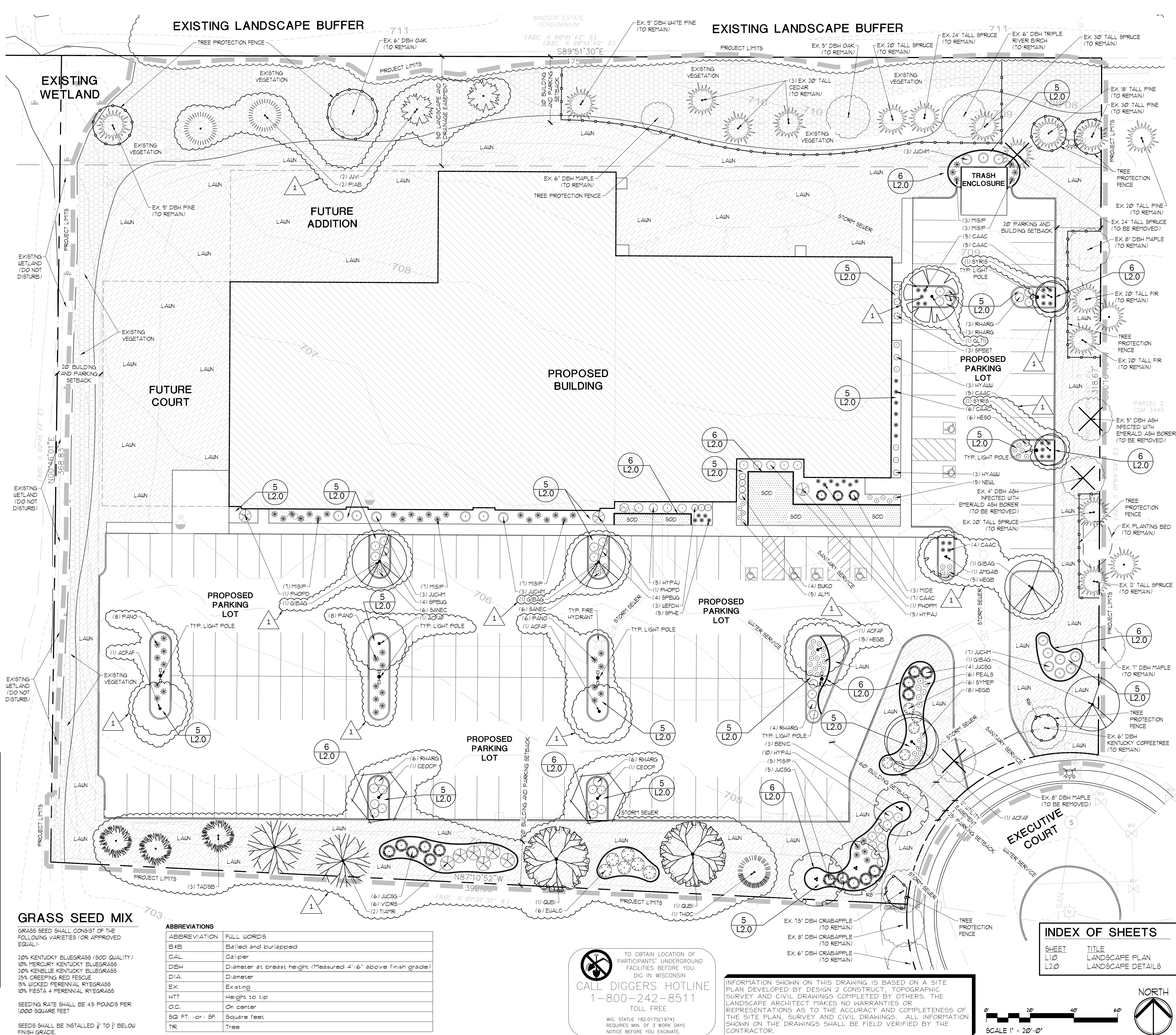
SEEDING RATE SHALL BE 4.5 POUNDS PER 1000 SQUARE FEET

SEEDS SHALL BE INSTALLED 1/2" TO 1" BELOW FINISH GRADE.

ABBREVIATIONS

ABBREVIATION	FULL WORDS
B+B	Balled and burlapped
CAL	Caliper
DBH	Diameter at breast height (Measured 4'-6" above finish grade)
DIA	Diameter
EX	Existing
HTT	Height to tip
O.C.	On center
SQ. FT. -or- SF	Square feet
TR	Tree

LANDSCAPE DETAILS ON SHEET L2.0.
PLANT SCHEDULE ON SHEET L2.0.
LANDSCAPE CALCULATIONS ON SHEET L2.0.



- SITE DESIGN •
- LANDSCAPE ARCHITECTURE •
- PLANNING •

2776 North Sholes Avenue
Milwaukee, WI 53210
Tel: 414.449.1555
Fax: 414.449.2425
www.paragondg.com

PROJECT NAME
MEQUON SPORTS FACILITY

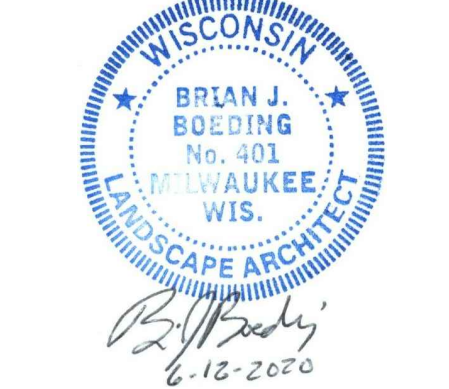
PROJECT LOCATION
EXECUTIVE COURT
MEQUON, WI 53092

CLIENT NAME & ADDRESS

SHEET TITLE
LANDSCAPE PLAN

REVISIONS
Date: 6-12-2020 (Mequon revisions) BJB

PROFESSIONAL SEAL



USE OF INFORMATION

THESE DRAWINGS, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF PARAGON DESIGN GROUP, LLC. ANY CHANGES, PUBLICATION OR UNAUTHORIZED USE IS PROHIBITED UNLESS EXPRESSLY APPROVED.

FILE NAME: Mequon Sports LA

DRAWN BY: BJB

CHECKED BY: BJB

PDG PROJECT #: 19-807

DATE: 4-13-2020

SHEET NO.

L1.0
Packet Pg. 21



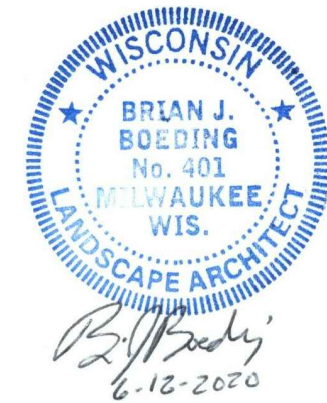
TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE

WIS. STATUTE 182.0175(1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE.

INFORMATION SHOWN ON THIS DRAWING IS BASED ON A SITE PLAN DEVELOPED BY DESIGN 2 CONSTRUCT, TOPOGRAPHIC SURVEY AND CIVIL DRAWINGS COMPLETED BY OTHERS. THE LANDSCAPE ARCHITECT MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY AND COMPLETENESS OF THE SITE PLAN, SURVEY AND CIVIL DRAWING INFORMATION SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.

SCALE 1" = 20'-0"





THESE DRAWINGS, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF PARAGON DESIGN GROUP, LLC. ANY CHANGES, PUBLICATION OR UNAUTHORIZED USE IS PROHIBITED UNLESS EXPRESSLY APPROVED.

PLANT SCHEDULE

CANOPY TREES (INSTALL IN ACCORDANCE WITH DETAIL 1/L2.0 OR DETAIL 2/L2.0 FOR MULTI-STEM TREES)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
ACFAF	Acer x freemanii 'Autumn Fantasy'	Autumn Fantasy Maple	5	3" Cal. B4B	H-50', W-30'
BENIC	Betula nigra 'Cully'	Heritage River Birch	3	3" Cal. B4B and 16' tall, multi-stem	H-50', W-35'
CEOCF	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	2	3" Cal. B4B	H-50', W-45'
GIBAG	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo (male)	4	3" Cal. B4B	H-50', W-30'
GLTII	Gleditsia triacanthos inermis 'Impcole'	Imperial Honeylocust	1	3" Cal. B4B	H-40', W-35'
QUBI	Quercus bicolor	Swamp White Oak	2	3" Cal. B4B	H-60', W-60'
TADSB	Taxodium distichum 'Mickelson'	Shawnee Brave Bald Cypress	3	3" Cal. B4B	H-60', W-20'
TIAMR	Tilia americana 'Redmond'	Redmond Linden	2	3" Cal. B4B	H-50', W-30'

ORNAMENTAL TREES (INSTALL IN ACCORDANCE WITH DETAIL 1/L2.0 OR DETAIL 2/L2.0 FOR MULTI-STEM TREES)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
AMGAB	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	1	3" Cal. B4B and 16' tall, multi-stem	H-20', W-15'
SYRIS	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2	3" Cal. B4B	H-25', W-15'

EVERGREEN TREES (INSTALL IN ACCORDANCE WITH DETAIL 3/L2.0)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
JUVI	Juniperus virginiana	Eastern Red Cedar	2	1" Tall B4B	H-50', W-35'
PIAB	Picea abies	Norway Spruce	2	1" Tall B4B	H-55', W-30'
THOC	Thuja occidentalis	American Arborvitae	1	1" Tall B4B	H-60', W-40'

EVERGREENS / BROADLEAF EVERGREEN SHRUBS (INSTALL IN ACCORDANCE WITH DETAIL 4/L2.0)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
BUKO	Buxus koriana 'Green Velvet'	Green Velvet Boxwood	4	15" Tall Pot	H-3', W-3'
JUCHM	Juniperus chinensis 'Mountbatten'	Mountbatten Chinese Juniper	16	4" Tall B4B	H-12', W-5'
JUCSG	Juniperus chinensis 'Sea Green'	Sea Green Juniper	15	18" Spread Pot	H-4', W-6'
MIDE	Microbiota decussata	Russian Cypress	3	18" Spread Pot	H-18', W-8'

DECIDUOUS SHRUBS (INSTALL IN ACCORDANCE WITH DETAIL 4/L2.0)

CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	MATURE SIZE
EUALC	Euonymus alatus 'Compactus'	Dwarf Burning Bush	6	24" Tall B4B	H-5', W-1'
HYALW	Hydrangea arborescens 'NCHA5' PPAF	Invincible Wee White Hydrangea	6	15" Tall Pot	H-25', W-25'
HYPAJ	Hydrangea paniculata 'Jane'	Little Lime Hydrangea	20	18" Tall Pot	H-4', W-4'
PHOPD	Physocarpus opulifolius 'Dart's Golden'	Dart's Golden Ninebark	2	3" Tall B4B	H-6', W-1'
PHOPM	Physocarpus opulifolius 'Monie'	Purple Leaf Ninebark	1	3" Tall B4B	H-1', W-8'
RHARG	Rhus aromatica 'Gro-Low'	Gro-Low Sumac	22	18" Spread Pot	H-2', W-5'
SPBET	Spiraea betulifolia 'Tor'	Tor Birchleaf Spirea	3	18" Tall Pot	H-3', W-3'
SPBUG	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	8	18" Tall Pot	H-3', W-4'
SYMEP	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	6	2" Tall B4B	H-5', W-1'
WEFDH	Weigela florida 'Dark Horse'	Dark Horse Weigela	3	18" Tall Pot	H-3', W-3'
VIDRS	Viburnum dentatum 'Ralph Simon'	Autumn Jazz Viburnum	6	3" Tall B4B	H-10', W-8'

PERENNIALS / GRASSES / VINES

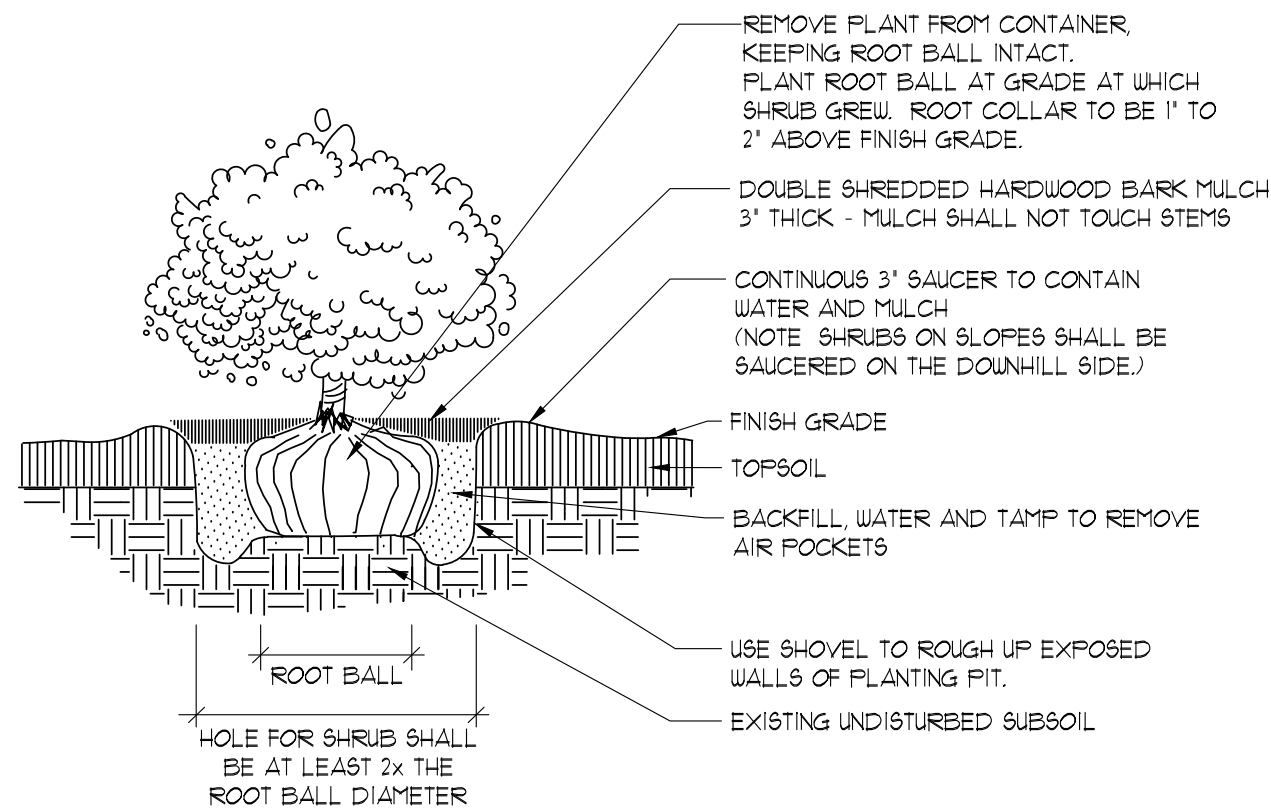
CODE	SCIENTIFIC NAME	COMMON NAME	QTY.	PLANTING SIZE	SPACING
ALMI	Allium x 'Millennium'	Millennium Globe Lily	5	#1 Pot	18" O.C.
CAAC	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	32	#1 Pot	24" O.C.
HEGB	Hemerocallis 'Going Bananas'	Going Bananas Daylily	28	#1 Pot	18" O.C.
HEBO	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	6	#1 Pot	18" O.C.
MISIP	Miscanthus sinensis purpurascens	Flamegrass	32	#1 Pot	36" O.C.
NEWL	Nepeta x 'Walker's Low'	Walker's Low Catmint	5	#1 Pot	24" O.C.
PANO	Panicum virgatum 'Northwinds'	Northwinds Switch Grass	22	#1 Pot	24" O.C.
PEALS	Pervovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	6	#1 Pot	18" O.C.
SANEC	Salvia nemorosa 'Caradonna'	Caradonna Meadow Sage	12	#1 Pot	18" O.C.
SPHE	Sporobolus heterolepis	Prairie Dropseed	5	#1 Pot	18" O.C.

SHRUB PLANTING NOTES

1. PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.

2. PLANTING - ALL SYNTHETIC MATERIAL SHOULD BE REMOVED FROM THE ROOTS, TRUNK, OR CROWN OF PLANT. SET THE PLANT SO IT WILL BE AT ITS ORIGINAL DEPTH SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SPECIFIED SOIL MIX.

3. WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANT MATERIAL SHOULD BE WATERED AS BACKFILLING IS DONE SO THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.



SHRUB PLANTING DETAIL

SCALE: NOT TO SCALE

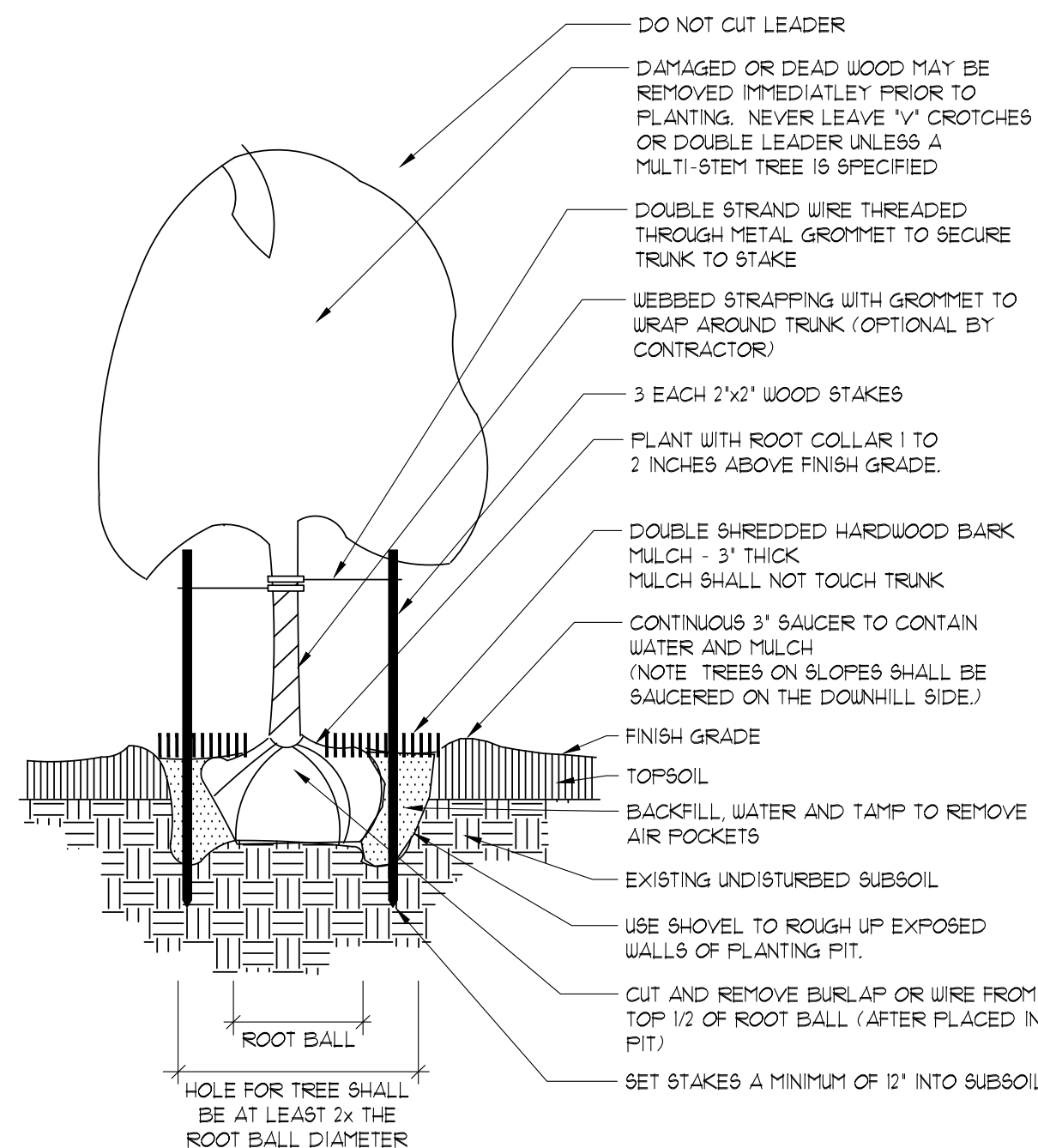
TREE STAKING AND PLANTING NOTES

1. STAKING - ONLY TREES THAT ARE UNABLE TO REMAIN UPRIGHT AFTER PLANTING SHALL BE STAKED. TREES WILL BECOME STRONGER FASTER WHEN THE TOP 2/3 OF THE TREE IS FREE TO SWAY. TIE WEBBED STRAPPING TO THE TREE 1/3 UP THE TRUNK AND WIRE TO THREE STAKES POSITIONED EVENLY AROUND THE TREE. STAKES SHOULD BE DRIVEN DEEPLY INTO THE GROUND TO PREVENT DISLODGING. CHECK AT LEAST EVERY THREE MONTHS FOR BINDING OR OTHER PROBLEMS. STAKES AND TIES SHOULD BE REMOVED SIX MONTHS TO ONE YEAR AFTER PLANTING.

2. PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.

3. PLANTING - ALL SYNTHETIC MATERIAL SHOULD BE REMOVED FROM THE ROOTS, TRUNK, OR CROWN OF PLANT. SET THE PLANT SO IT WILL BE AT ITS ORIGINAL DEPTH SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SPECIFIED SOIL MIX.

4. WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANT MATERIAL SHOULD BE WATERED AS BACKFILLING IS DONE SO THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.



DECIDUOUS TREE PLANTING

SCALE: NOT TO SCALE

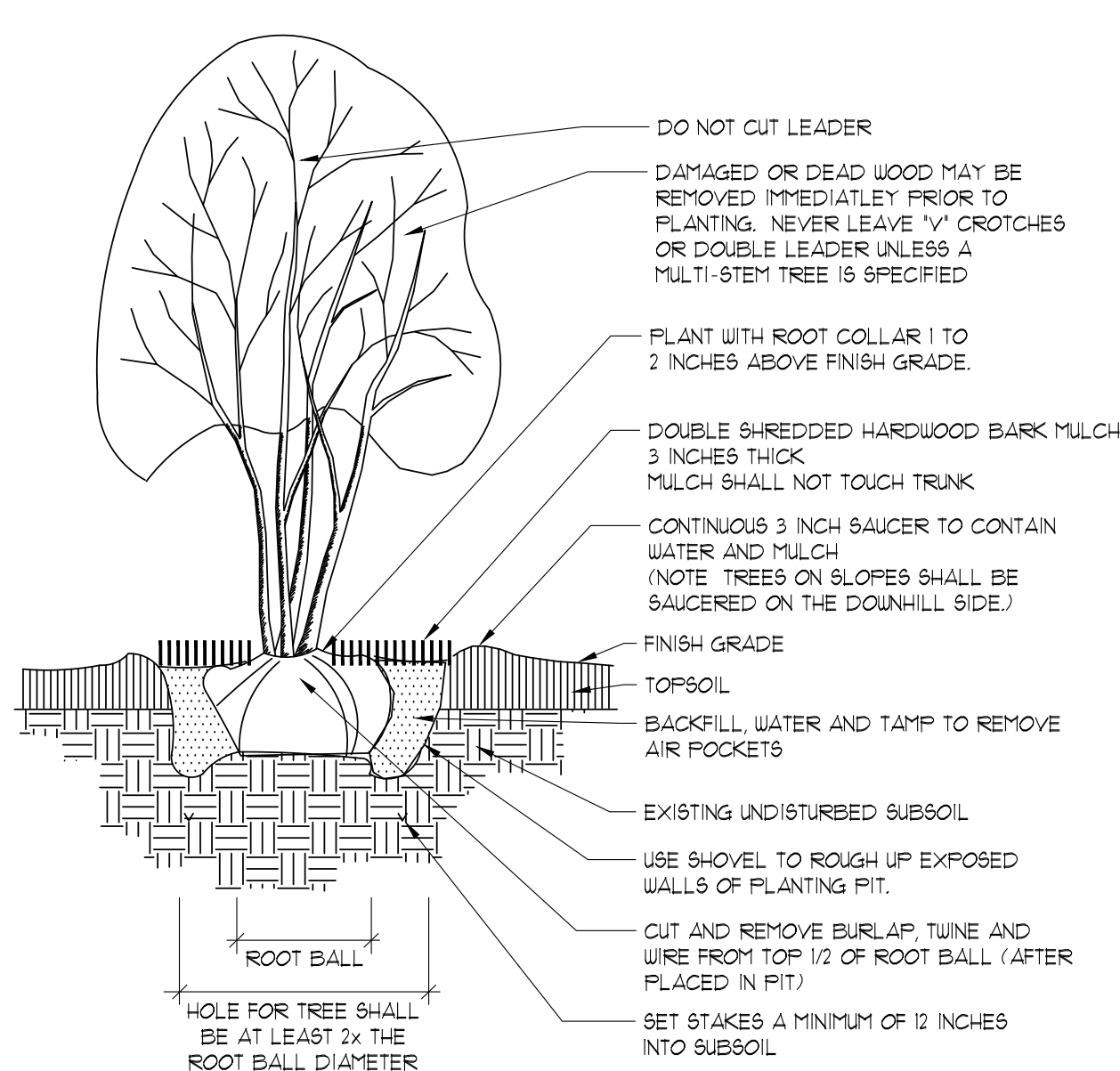
MULTI-STEM TREE STAKING AND PLANTING NOTES

1. STAKING - MULTI-STEM TREES SHALL NOT BE STAKED. TREES WILL BECOME STRONGER FASTER WHEN THE TOP 2/3 OF THE TREE IS FREE TO SWAY.

2. PRUNING - CLEANLY PRUNE DAMAGED BRANCHES AND ROOTS AT THIS TIME. ADDITIONAL PRUNING SHOULD BE ONLY FOR SHAPING PURPOSES.

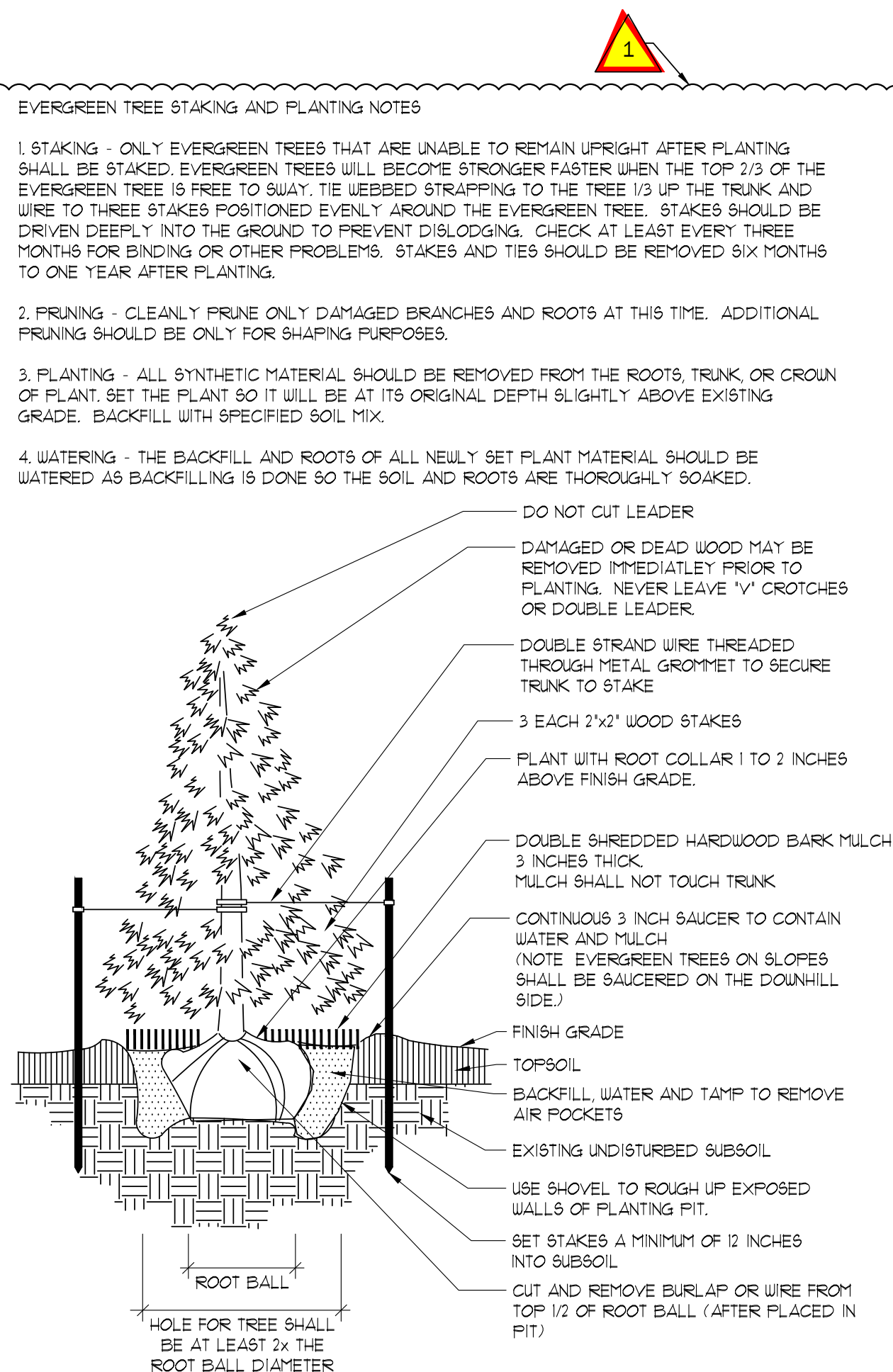
3. PLANTING - ALL SYNTHETIC MATERIAL SHOULD BE REMOVED FROM THE ROOTS, TRUNK, OR CROWN OF PLANT. SET THE PLANT SO IT WILL BE AT ITS ORIGINAL DEPTH SLIGHTLY ABOVE EXISTING GRADE. BACKFILL WITH SPECIFIED SOIL MIX.

4. WATERING - THE BACKFILL AND ROOTS OF ALL NEWLY SET PLANT MATERIAL SHOULD BE WATERED AS BACKFILLING IS DONE SO THE SOIL AND ROOTS ARE THOROUGHLY SOAKED.



MULTI-STEM TREE PLANTING

SCALE: NOT TO SCALE



EVERGREEN TREE PLANTING

SCALE: NOT TO SCALE





May 19th, 2020

Ms. Kim Tollefson, Dir. of Community Development
11333 N. Cedarburg Road 60W
Mequon, WI 53092-1930

Dear Ms. Tollefson:

I appreciate the opportunity to assist the City of Mequon with landscape architectural review services. The following is a review of the landscape submittal for Mequon Sports Facility, a proposal for a commercial development located on Executive Court, of the Mequon Business Park. This is the first review of the landscape plan dated 04/07/20. The landscape plans were submitted by Paragon Landscape Design Group.

The nature of this review will be to assess the landscape plan for completeness; the plan must address both, aesthetic design and buffering that addresses the site/location. The landscape standards are well established for proposals within the Mequon Business Park. This landscape plan will assess how the proposed plant palette and proposed design addresses the Planning Commission's request for greater buffering/treatments at the following site zones/adjacencies: 1. Street Frontage/ROW Zone; 2. Property Line Buffer Zone; 3. Parking Lot & Interior Drives; 4. Building Envelope Zones; 5. Open Spaces; 6. Detention/Retention Basins & Storm Run-off structures; 7. Refuse/Recycle station buffer.

Proposal Overview: Plan set is Dated 04/07/20; the plan sheets are titled: L1.0 Landscape Plan, L2.0 Landscape Details & Civil drawing sheets: C1.0-Site Grading Plan.

- ❖ The plans are currently sealed & signed by a WI RLA, as required by code.
- ❖ The submitted Landscape Sheets L1.0 is provided at a very readable 1"= 20' scale. Both of the landscape sheets are visibly clean and the information provided is clearly discernable. This proposal rightfully intends to protect/use 20 existing trees (7 deciduous, 13 conifer) to meet aspects of the City of Mequon landscape codes, the review also utilized Civil drawing sheets: C1.0-Site Grading Plan to help determine the viability of the existing trees shown on site.
 - o The landscape plan proposal includes a table titled, "Mequon Business Park 2 – Landscape Design Requirements". Please note, the Mequon Business Park internal covenants do not supersede or replace the City of Mequon Zoning Landscaping codes. The City of Mequon review will assess how the proposed plant palette and proposed design addresses the Planning Commission's request for greater buffering/treatments at the following site zones/adjacencies: 1. Street Frontage/ROW Zone; 2. Property Line Buffer Zone; 3. Parking Lot & Interior Drives; 4. Building Envelope Zones; 5. Open Spaces; 6. Detention/Retention Basins & Storm Run-off structures ; 7. Refuse/Recycle station buffer.
 - o Please note: when reviewing a proposal's compliance to meet required Plant Sizes, the City of Mequon does not distinguish between ornamental tree species, multi-trunk species and, or non-ornamental species. Please see the enclosed notes below regarding City of Mequon requested caliper sizes. Additionally, the plant sizes stipulated below have precedent as the

typical City of Mequon required size standards, enforced in multiple Mequon Business Park applications. (See size comments below; amend the proposal's Plant Schedule accordingly.)

- Re: The plant schedule provided on sheet L2.0. Please see the enclosed Plant Schedule & Plant Size notes below. Please amend the enclosed Plant Schedule, per the enclosed notes below. All review notes citing the proposed "Plant Schedule's" use of undersized "Planting Size", "SHALL" be revised.
- The three-sheet plan set is nicely composed and the proposed landscape design is a minimalist approach. With that stated, the comments provided below states required revisions and forwards recommendations to improve the submission. All commentary provided is provisional per are per the City of Planning Staff direction.

❖ Existing Trees depicted to remain on the plans:

- ❖ Sheet L1.0 depicts & notes 7 deciduous trees and 13 conifer trees to be saved. The proposal calls for protection fence and, or other protection measures to be applied. In addition, the plans provide "Tree Protection Notes" that provide adequate steps addressing how the contractor is to save the trees depicted to remain. This revision is a commensurate action, as requested in the review of the December 4, 2019 submission.

❖ The submittal specifies seed TURF;

- ❖ The notes provide the turf will be seeded. Please provide the total seeding area SYD. Currently, plan notes outlines seeding, amend plans to also specify: 1. Define which contractor is responsible for fine grading and define the performance level of the finished surface prior to seeding. 2. The City of Mequon applies a performance criterion for approving TURF acceptance. 3. Please note the seeding will require & The OWNER accepts, multiple over seeding applications to meet the performance requirements of turf. 4. Failure to meet the TURF performance criteria is grounds for withholding permit of occupancy, or forfeiture of bonding requirements. 5. Failure to implement seeding without enough time to establish a turf that meets the performance criteria, is the OWNER's responsibility. Additionally, a lack of Turf performance "may" necessitate the OWNER to: A) re-perform final grading & Turf establishment, B) removal of soil from storm pipes/inlets & C) Excavation of detention/retention basins. The City has the right to require the execution of fine grading and turf implementation until the performance standards are met. 6. The OWNER may wish to apply SOD if fine grading is not complete in time to support turf establishment by seed.
- ❖ The plan fails to define the SYD of the proposed Turf areas. Amend plan to include the SYD of both sod & Seeding. Note- Sodding in commercial applications provide the least amount of establishment time and cost. The City of Mequon has a performance-based acceptance. Seeded turf will require long term watering, multiple fertilizer applications and often, multiple over seeding.

❖ **Landscape Schedule Review: Sheet L2.0**

➤ **Outline of the proposed plant types and quantities:**

- Three deciduous Tree Species, (Total proposed deciduous trees –5)
- One Coniferous Tree Species, (Total proposed conifer trees –16)
- Nine Deciduous Shrub Species, (Total proposed decid. shrubs –71)

- Three Coniferous Shrub Species, (Total proposed conifer shrubs --16)
- Six Perennials, Bulbs/corms, Groundcover Species, (Total proposed groundcovers/perennials --62)
- Four Decorative Grass species, (Total proposed grasses -- 99)
- Zero vines - (Total proposed vines --0)

➤ **Sheet L2.0 - Plant Schedule Comments:**

- ◆ All the plant species proposed have the ability to perform in the local soils. Considering the proposal is a commercial/business proposal, the plant palette provided is limited provides a nice level of variation across the plan.
- ◆ Sheets L1.0 & L2.0 Plant Schedule requires the following amendments:
 1. As required for the past several years – I would recommend the proposed plant sizes to be revised to the following size standards:
 - The plant schedule shall be amended to specify all:
 - All Deciduous trees shall have a minimum of a 3.5 inch caliper @ 16” above the root ball. A nursery tree with a 3-3.5” caliper sizing has a high percentage chance to not meet the size requirements. The City of Mequon reserves the right to reject a tree for “Cause”.
 - The proposed Conifer tree shall be provided at the required minimum of 7ft height (from the top of the root ball, to the top lateral branch, not to the top of the central leader). The juniper tree shall have a full form, per the proposed code.
- ◆ With zero trees provided in the interior p-lot planters, the proposed planting plan fails to begin to address the City of Mequon 30% P-lot shade coverage requirement.
- ◆ The proposed plant palettes are commonly reused throughout Ozaukee Co. None of the proposed plants are listed in the 2016 Wisconsin/NCRS Invasive species <prohibited or regulated lists>.

➤ **Sheets L1.0 & L2.0 - Zone Review/Comments:**

- ❖ This review is organized by and provides analysis of the following zones: 1. Street Frontage/ROW Zone; 2. Property Line Buffer Zone; 3. Parking Lot & Interior Drives; 4. Building Envelope Zones; 5. Open Spaces; 6. Detention/Retention Basins & Storm Run-off structures; 7. Refuse/Recycle station buffer.
- **Street Frontage/ROW:**
The Proposed ROW Code requires <1 tree per each 35feet of ROW line length>.
 - Executive Court cul-de-sac ROW: Plan FAILS address the PWR ROW with street trees, the submittal FAILS the proposed street Tree code. The Planning Department should consider the ROW configuration provides a limited planting terrace. *Plan fails to meet this review requirement, Action by City Staff/Planning Commission.*
- **Property Line Buffer:** The plan fails to addresses three of the four PL edges adequately; the eastern PL edge somewhat meets the buffering requirements. The western and southern property lines are adjacent to like uses and require no treatments per the proposed buffering requirements. The northern property line is adjacent to residential zoning/use. The northern PL should be fully addressed with a mix of conifer and deciduous trees. Ideally, west ½ of the northern PL should have equal plant densities as the eastern ½ of the northern PL. *This area partially meets code, any additional actions as recommended by City Planning staff.*

- o **The Parking Lot Buffering:** The plan does not maintain a 25' setback off the Eastern, Western or the Southern Property Lines. Other than the Eastern PL edge buffer, the plan fails meets buffering code requirements. *This area fails, and needs to be addressed; does not meet requirements, action by City staff.*
- o **Parking Periphery Buffer:** The proposed Landscape Code requires 1 tree per each 30 linear feet of parking adjacent to Private Drive/ROW's (not counting street trees).
This area fails, and needs to be addressed; does not meet requirements, action by City staff.

Interior Parking Lot:

Parking Lot Interior Zone:

- o The parking lot meets the 25' setback/buffer from the Executive Court ROW.
- o The plan provides adequate interior landscaped islands within the P-lots. Although, the plan fails to propose any trees, within the interior P-lot islands. Because the plan fails to provide trees within the islands, the plan fails to achieve the 30% P-lot shade requirement. *This area fails, and needs to be addressed; does not meet requirements, action by City staff.*
- o **Building Foundation Plantings** – The proposal provides a minimum treatment on two sides of the foundation design (L1.0 & L2.0). The proposed palette will provide a minimalist, no maintenance approach.
- o **Loading Dock:** N/A. None shown on plans.
- o **Trash Enclosure:** The Refuse/Recycle bin is shown on site", the proposed code requires either a fully opaque plant buffer of trees and shrub groupings or, a 6' height architectural screen structure (using proposed building materials) is required. **Unknown if the plan meets the standards, no refuse wall/enclosure detail provided.** Minimally. Without an architectural solution, Plan requires 5-6 7' height spreading conifer trees to address buffering from the North. I am unaware if the existing buffer on the existing Condominium development (along the Northern adjacent property is adequate). If it is, then I would support no action to be required. *This area fails, and needs to be addressed; does not meet requirements, action by City staff*

Additional Landscape Observations:

- ❖ It is this reviewer's opinion, the Planning Commission/City Staff should require:
 - 1) Revise the Deciduous Tree sizing to 3.5" caliper. Amend the multi-trunk tree sizes to meet the Min. Tree size the equals 3.5" Caliper Diam...Typically 14' height.
 - 2) Revise the plant calipers in plant schedules, as outlined.
 - 3) It is recommended the plans are amended to provide Turf notes and area calculations of the proposed turf treatments, as outlined.
 - 4) It is recommended the plans are amended to provide Urban tolerant, medium/large canopy street trees to meet the 30% P-lot shade requirements.
 - 5) It is recommended the plans are amended to provide P-lot buffer trees < 1 tree/30' length> the adjacent to Western & Southern edge of the P-lot.
 - 6) It is recommended the plans are required to fully address the Northern PL buffer. Amend plans to provide a balanced tree density & pattern across the full length of the North PL.

This concludes the landscape review of the revised submittal for the Mequon Sports Facility. I hope City of Mequon planning staff and the commission finds the information presented and recommendations useful.

Sincerely,



M. Terry Higgins, RLA, AICP, PMP, MBA

TO: Planning Commission
FROM: KIM TOLLEFSON, DIRECTOR OF COMMUNITY DEVELOPMENT
DATE: June 22, 2020
SUBJECT: RESOLUTION 3695. A Resolution Amending the City of Mequon's Standard Specifications for Land Development to Update Figure 5 (Acceleration/Deceleration & Bypass Lanes) and Include a Template Development Agreement

Background

The Planning Commission has discussed certain policy matters related to the City's standard development agreement as a result of some recent residential developments. While the Commission discussed focused policies including model homes and accel/decel lanes, it was suggested that staff take this opportunity to review the entire template. The template is being reviewed for consistency with our land development specifications, the actions taken by Planning Commission and Council over the recent years and provides standard, alternative language to accommodate the diversity of development circumstances.

The Planning Commission should primarily focus its review of the development agreement on model homes and accel/decel lanes. There are still legal updates to address and formatting that will continue after the Commission acts but before the item is presented to the Common Council. Certainly, if Commission find any other provision inconsistent with previous actions or a provision that is of interest, staff welcomes that feedback as well.

Attachments:

MEMO_1 (DOC)
RESOLUTION 3695 (PDF)
Figure 5 (PDF)
Development Agreement - JMW - KBL - 200619 FINAL (DOCX)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
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www.ci.mequon.wi.us

Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: May 11, 2020
SUBJECT: RESOLUTION 3695 A Resolution Amending the City of Mequon's Standard Specifications for Land Development to Update Figure 5 (Acceleration/Deceleration & Bypass Lanes) and Include a Template Development Agreement as Exhibit G

Background

In January, the Planning Commission held a policy discussion regarding the City's administration of Development Agreements. An increase in the number of developer requests for waivers to the City's standard agreement resulted in a request for a broader discussion. The Planning Commission gave direction to staff to formulate a way to standardize the City's requirements to reduce the number of requests for consideration on a case-by-case basis.

The staff report for the Planning Commission policy discussion is attached for reference.

Analysis

The result of the policy discussion was a request for staff to complete the following action items:

1. Modify the City's template development agreement to include standards outlined in the policy memo, in addition to providing terms and conditions for varying types of development (public and private roads, public and private utilities, fire cistern and payment in lieu of, etc.).
2. Incorporate the template development agreement as an exhibit to the Standard Specifications for Land Development and present such to the Planning Commission and subsequently the Public Works Committee for recommendation and the Common Council for approval.
3. Once adopted, require that applicants provide a populated version of the template agreement at the time of application. The developer will be required to identify and substantiate any request for a deviation to the standard agreement.

Attached to this memo is a draft template agreement for review and consideration. Please note that in addition to the action items described, staff also took the opportunity to reformat the document. While the majority of the content remains the same, the layout is intended to be clearer for both the developer and subsequent home owners associations to follow.

Once approved, the template agreement will be added to the Standard Specifications for Land Development as Appendix G. The update will result in the 12th amendment to the document. In addition to creating a fillable document that encompasses the language specific to condominiums

Attachment: MEMO_1 (5251 : RESOLUTION 3685 Amendments)

or subdivisions, consolidates template language for both private and public infrastructure, the template development agreement includes the following modifications:

- Inclusion of a table defining the number of model homes allowed for the development, based upon the total number of units/lots.
- Allowance of one model home prior to installation of the asphalt road binder course (first layer), if the timing of the development does not allow for paving per the Standard Specifications.
- Replace Figure 5 Acceleration/Deceleration & Bypass Lanes with an updated version (attached) that includes scaled construction based upon the density of the development, and consideration of the elimination of bypass lanes based upon average daily traffic of the through road.

Fiscal Impact

There is no direct fiscal impact to the City for the proposed updates to the standard specifications. While there are some implied cost savings to the developer relative to these proposed amendments, staff makes no representation that the changes will result in reduction in development cost.

Recommendation

Staff recommends that the Planning Commission and Public Works Committee favorably endorse and the Common Council approve the resolution amending the Standard Specifications for Land Development to update Figure 5 and to include a Template Development Agreement as Exhibit G.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3695

A Resolution Amending the City of Mequon's Standard Specifications for Land Development to
Update Figure 5 (Acceleration/Deceleration & Bypass Lanes) and Include a Template
Development Agreement as Exhibit G

A. The City of Mequon maintains Standard Specifications for Land Development, a document which establishes the engineering design standards for development within the City.

B. Figure 5 within the City's Standard Specifications for Land Development provides the requirements for construction of an access to a development, including consideration of bypass, acceleration and deceleration lanes.

C. The Planning Commission in a policy discussion requested an update to Figure 5, to include consideration of when each type of lane is required.

D. The Planning Commission also requested incorporation of a template development agreement, to provide transparency to applicants and to define the City's expectations for such an agreement.

E. Once the template development agreement is approved, staff may make minor language changes, clarifications or corrections, but policy related amendments shall be approved by the appropriate body.

F. The Planning Commission reviewed Figure 5 and the template development agreement at its May 11, 2020 meeting.

G. The Public Works Committee further reviewed Figure 5 and the template development agreement at its June 9, 2020 meeting.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

1. Figure 5 shall be updated as shown in the attached document.
2. Exhibit G is hereby established and shall consist of the template development agreement in the attached document.

Approved by: John Wirth, Mayor

Date Approved: July 14, 2020

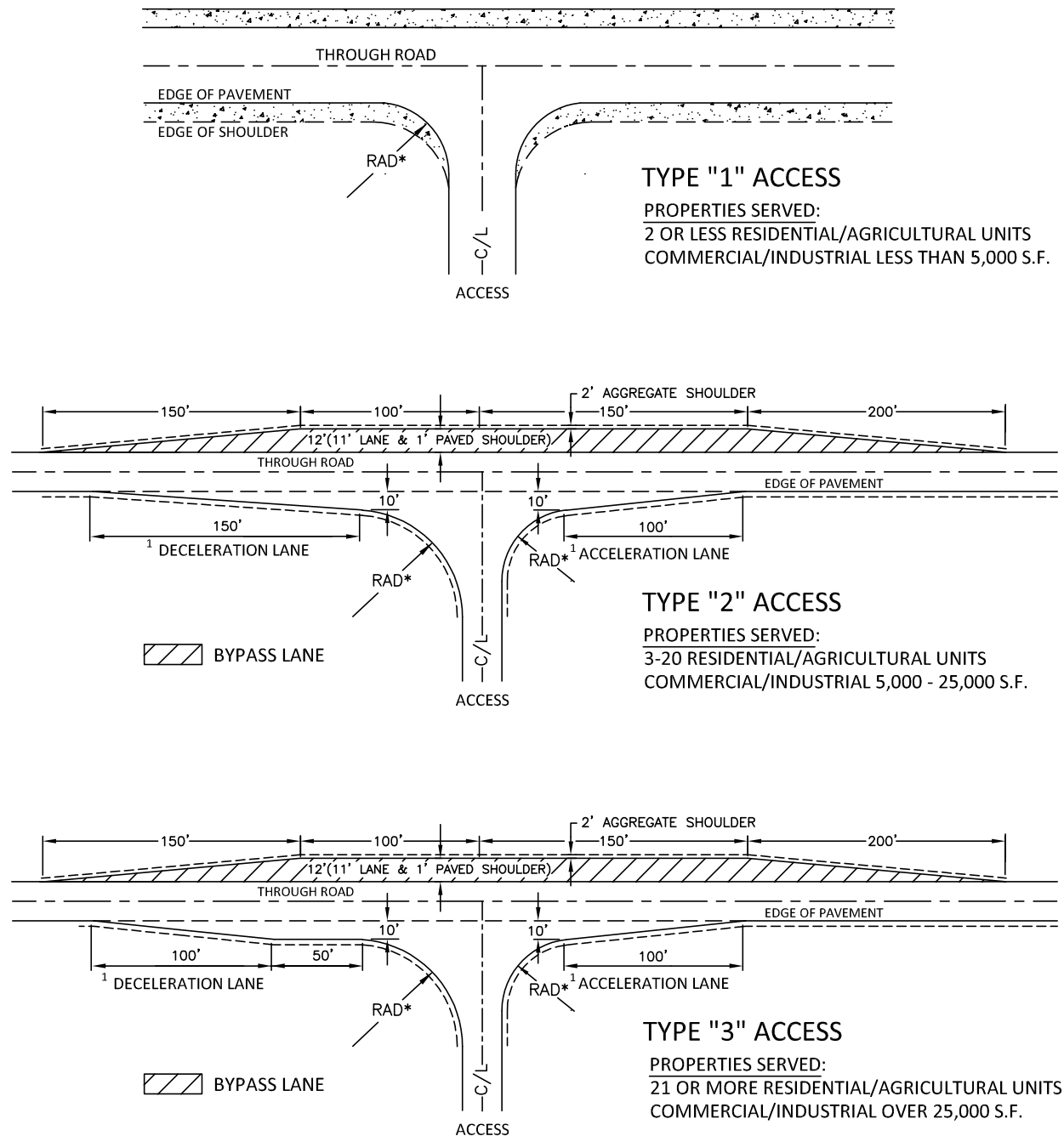
Attachment: RESOLUTION 3695 (5251 : RESOLUTION 3685 Amendments)

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on July 14, 2020.

Caroline Fochs, City Clerk

Attachment: RESOLUTION 3695 (5251 : RESOLUTION 3685 Amendments)

FIGURE 5



* TO DETERMINE PAVEMENT RADII, SEE WISDOT FACILITIES DEVELOPMENT MANUAL, CHAPTER 16, FIGURE S.D.D. 9A 1-11A

1. ACCELERATION AND DECELERATION LANES REQUIRED ON ALL CITY ROADS CLASSIFIED AS MINOR ARTERIAL OR HIGHER WHEN PEAK TRAFFIC DEMAND AND ACCESS LOCATION WARRANT.
2. BYPASS LANE REQUIRED WHEN THE A.D.T. OF THE THROUGH ROAD IS 1500 OR MORE, OR WHEN IN THE JUDGEMENT OF THE CITY ENGINEER, PEAK TRAFFIC VOLUME DEMAND AND/OR LOCATION OF ACCESS WARRANT.

DEVELOPMENT AGREEMENT

Development Name

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of _____, 20____, by _____ (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.

“Public Improvements” means all improvements in the Development that are to be dedicated to the City or the applicable public utility including, public streets, sidewalks, and paths, sanitary sewer facilities, water supply facilities, and related improvements (signage, street trees, and the like).

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

[USE THE FOLLOWING PROVISIONS FOR SUBDIVISION PLATS]

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on _____. 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.

[USE THE FOLLOWING PROVISIONS FOR ALL OTHER APPROVALS]

The proposed development plan was granted approval or conditional approval by the Planning Commission on _____.

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.

(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.
- (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.

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 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 at the time of Preliminary Plat approval.

11. Sanitary Sewer System Plans.

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PUBLIC]

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.

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PRIVATE]

The Development will require a Private On-Site Waste Treatment System ("POWTS"). Plans shall include the location of soil borings and designated areas for the POWTS.

12. Water System Plans.

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PUBLIC]

(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.

[USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PRIVATE]

The Development will not be served by public water; instead, private wells will be installed. The type of and plans for a fire protection system 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. 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 to be used.

(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.

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 be made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

(e) **[USE THIS PROVISION IF THE WATER SYSTEM WILL BE PUBLIC]** 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.

[USE THIS PROVISION IF THE WATER SYSTEM WILL BE PRIVATE] If the Fire Chief has required a cistern for fire protection, the Developer shall install the cistern pursuant to the requirements of the Fire Chief. If the Fire Chief has allowed deferral of installation, the Developer and the City shall establish the Fire Protection Escrow as described below.

MODEL HOMES

27. Model Homes.

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

[INSTRUCTION FOR COMPLETING THE NUMBER OF STRUCTURES: The number of principal structures (models) allowed shall be determined pursuant to the following table:

Land Division	Model Homes		Land Division	Model Homes
1-10 lots	1		51-60 lots	6
11-20 lots	2		61-70 lots	7
21-30 lots	3		71-80 lots	8
31-40 lots	4		81-90 lots	9
41-50 lots	5		91 or more lots	10

*The City may consider a deviation in the number of model homes, up to 10% of the number of lots included in the land division (rounded to the nearest whole number), for special circumstances. Special circumstances must be presented and justified by the Developer at the time of application.]

(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

28. 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 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.

29. 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; (c) monument and entrance signs; and (d) 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.

30. 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.

31. 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.

(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

(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 an escrow or letter of credit (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).

(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.

32. 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 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

33. 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.

34. 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.

35. 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.

[USE THE FOLLOWING PROVISION ONLY IF THERE WILL BE PUBLIC SEWER]

36. 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.

[USE THE FOLLOWING PROVISION ONLY IF THE WATER SYSTEM WILL BE PRIVATE; DELETE (b) IF THE DEVELOPER WILL BE INSTALLING A CISTERN]

37. Private Water. The Development will be developed with private wells in accordance with NR812 and permitted through the DNR. The private wells shall be installed and maintained by the respective property owner. Through the permitting process, the well digger must follow proper procedures with respect to the draw down effect on adjacent wells.

(a) The Developer and City shall establish an escrow fund which shall be in the total amount of \$50,000 when fully funded (the "Fire Protection Escrow"). The Fire Protection Escrow shall be used for the installation of a fire cistern at the Development or as the City may otherwise decide to use the Escrow for fire protection purposes for the Development. At such time the owner of a lot in the Development applies for a building permit, in addition to all other fees and costs that are due, the owner shall pay \$(50,000/XX lots) to the City (the "Fire Protection").

Fee”). The Fire Protection Fee shall be deposited into the Fire Protection Escrow. The City may withdraw the funds from the Fire Protection Escrow and use the funds either, as determined by the City in its sole discretion, for a cistern or for other fire protection for the Development.

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 guarantees 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 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 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 _____, 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.

Unless otherwise specified within this Agreement or any Regulation, all financial guaranties required under this Agreement shall be released upon certification by the City Engineer that the improvement for which the guaranty is provided has been completed, or the condition for which the guaranty is provided has been met.

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). Such costs shall be determined by the City based 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, 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 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 street trees. Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace street trees that die 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, 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 _____, 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 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 bond 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, in any event on or before _____, 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. Lot Pipe Guarantee. The Developer shall provide to the City a performance bond, letter of credit or cash bond or deposit in an amount equal to \$100 per lot or unit (the "Lot Pipe Guarantee"). The Lot Pipe Guarantee is to secure the receipt by the City of 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 Guarantee shall be acceptable to the City Attorney. If the Lot Pipe 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 provide the required certification on or before _____, the City may draw on demand the full amount of the Lot Pipe Guarantee to defray the costs of obtaining the certification. 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. The City will release the Lot Pipe Guarantee upon receipt of the required certification.

52. 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 \$_____ (XX lots or units @ \$200 per lot or unit) prior to Final Plat approval.

53. 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.

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 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. 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:

(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.

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]

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
 John Wirth
 Mayor

By: _____
 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____
 _____, 20____, by John Wirth, Mayor of the City of Mequon.

 Name: _____
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) _____

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____
 _____, 20____, by Caroline Fochs, Clerk of the City of Mequon.

 Name: _____
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) _____

Approved by: _____
 Brian C. Sajdak, City Attorney

Attachment: Development Agreement - JMW - KBL - 200619 FINAL (5251 : RESOLUTION 3685 Amendments)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____
_____, 20____, by _____, as _____ of _____.

Name: _____
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) _____

Attachment: Development Agreement - JMW - KBL - 200619 FINAL (5251 : RESOLUTION 3685 Amendments)

**EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND**

Development Name

Legal Description

Attachment: Development Agreement - JMW - KBL - 200619 FINAL (5251 : RESOLUTION 3685 Amendments)