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

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, June 27, 2022
6:00 PM
Christine Nuernberg Hall

Agenda

1) Call to Order, Roll Call

2) Approval of Meeting Minutes from May 23, 2022

1) Meeting Minutes from May 23, 2022

3) Public Hearing / Consent

a) Kolbrook Design Inc for Brixmor SPE1 LLC. The applicant is seeking conditional use grant approval to allow for a restaurant for the property located at 10990 N. Port Washington Road (Tropical Smoothie Cafe).

4) Regular Business/ Consent

a) Peter Budnik. The applicant is seeking fill permit approval to allow for 4,850 C.Y. for the property located at 11701 W. Freistadt Road.

b) Rob Oldenbury for East Mequon IVA, LLC. The applicant is seeking master sign plan amendment to allow for sign location modifications for the properties located at 12100 & 12200 N. Corporate Parkway (The Pointe).

c) Gan Ami Mequon. The applicant is seeking building and site plan amendment approval to allow for a 638 sq. ft. addition to the existing building for the property located at 10813 N. Port Washington Road.

5) Regular Business

1) An Ordinance Amending Chapter 58, Zoning Code, as it Relates to Permitted Uses in Table 58-301-1 of the Town Center (TC) Zoning District to Allow Event Planning Services with Facilities

2) Kwik Trip. The applicant is seeking minor request approval to allow for a fence for the property located at 10360 N. Cedarburg Road.

3) K&B Investment Group, LLC. The applicant is seeking building and site plan amendment approval to allow for a new to lease a portion of the building for the property located at 10903 N. Weston Drive (L & A Crystal).

4) Michael Perlewitz. The applicant is seeking preliminary plat, development agreement and specimen tree removal approval to allow for a new 7-lot conservation subdivision for the property at the southwest corner of Villa Grove and Freistadt Road (The Green at Mequon).

6) Policy

1) - An Ordinance Amending Chapter 58 of the Mequon Municipal Code as it Relates to Stormwater Facilities (Maintenance Responsibility and Green Infrastructure).

7) Announcements

8) Adjourn

Dated: /s/ Andrew Nerbun, Chair

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

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

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

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PLANNING COMMISSION
Regular Meeting
Monday, May 23, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:
Chair Andrew Nerbun
Alderman Robert Strzelczyk
Alternate Greg Bach
Commissioner Martin Choren
Commissioner Dan Gentges
Alternate Stephanie Hawley
Commissioner Rick Lemke
Commissioner Rebecca Schaefer
Commissioner James Schaefer - **Absent**
Commissioner John Stoker - **Absent**

Mayor Nerbun called the meeting to order at 6:00 p.m.

2) Approval of the Meeting Minutes from April 25, 2022

Action
Ald. Strzelczyk made a motion to approve the meeting minutes from April 25, 2022. Commissioner R. Schaefer seconded the motion.
A voice vote was taken, vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Nerbun, Strzelczyk, Bach, Choren, Gentges, Hawley, Lemke, R. Schaefer
ABSENT:	J. Schaefer, Stoker

DRAFT

Attachment: PC_05.23.22_DRAFT (7438 : Meeting Minutes from May 23, 2022)

3) Public Hearing / Consent

a) Arc Central LLC for Omri Ben Yaich. The applicant is seeking conditional use grant approval to allow for an accessory dwelling unit for the property located at 10564 W. Sunset Woods Lane.

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

No public comment.

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

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rick Lemke, Commissioner
AYES:	Nerbun, Strzelczyk, Bach, Choren, Gentges, Hawley, Lemke, R. Schaefer
ABSENT:	J. Schaefer, Stoker

b) Mequon Storage. The applicant is seeking conditional use grant amendment and building and site plan amendment approval to allow for two storage buildings for the property located at 6829-7033 W. Donges Bay Road.

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

No public comment.

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

Attachment: PC_05.23.22_DRAFT (7438 : Meeting Minutes from May 23, 2022)

4) Consent

a) James Schneider for Lewenauer. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the properties located at 2015 & 2049 W. Martin Way and 13804 N. Martin Way.

Mayor Nerbun stated that a late entry Public Comment card was submitted by Cassi and Andy Corey – 10508 W. Sunset Woods Lane in support of item 3a but they do not wish to speak.

Action
Ald. Strzelczyk made a motion to approve the three consent agenda items.
Commissioner Lemke seconded the motion.
A roll call vote was taken, vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Rick Lemke, Commissioner
AYES:	Nerbun, Strzelczyk, Bach, Choren, Gentges, Hawley, Lemke, R. Schaefer
ABSENT:	J. Schaefer, Stoker

5) Public Hearing

1) Jeremy Wilmot for Cheddarhead Holdings-6, LLC. The applicant is seeking conditional use grant approval to allow for fast-food restaurant for the property located at 10990 N. Port Washington Road (Jersey Mike's Subs).

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

No public comment.

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

Asst. Dir. Zader stated that this request is for Jersey Mikes Subs to go into half of the former Hong Anh space in The Pavilions. There is an expansion of the outdoor patio which staff has

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included a condition that the patio area does not exceed further out than the edge of the building (inside the light pole). There is an additional doorway being added in place of an existing window which is required to match the existing building. Staff recommends approval.

The applicant stated that all the conditions in the staff report are acceptable.

Ald. Strzelczyk stated he believes this is a great addition to the community and the location is ideal for this type of business.

Action
Ald. Strzelczyk made a motion to approve the CUG subject to all the conditions in the staff report.
Commissioner Bach seconded the motion.
A voice vote was taken, vote passed (8-0)

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Greg Bach, Alternate
AYES:	Nerbun, Strzelczyk, Bach, Choren, Gentges, Hawley, Lemke, R. Schaefer
ABSENT:	J.Schaefer, Stoker

2) Jilly's Car Wash. The applicant is seeking conditional use grant and building and site plan approval to allow for car a wash facility for the property located at 10829 N. Port Washington Road.

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

Public Comment

Michael DiSteton – 1431 W. Winding Hollow Lane – he is a board member of the Winding Hollow Condominiums, and he is opposed to this business. He is concerned about public safety as it is a heavily populated area. The neighbors are concerned about the noise from this use and they do not believe that 70 dBA is acceptable and it should be a lower decibel. They also believe the hours of operation are too lengthy. The noise from the mechanicals, vacuums and the garage doors are of concern.

Gary Balcerzak – 1451 W. Winding Hollow Lane – he is the President of the Winding Hollow Condominiums, and he is opposed to this proposed use. He stated that a petition included in the board packet was signed by 100% of the owners located in the state. His concerns include:

- Endangerment of Public Welfare – the public walk in this area and there is not a sidewalk available.

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- Not harmonious to neighborhood – concerns that the equipment will cause constant noise and that the allowable decibel level is too high.
- Landscape Plan is inadequate and does not supply adequate buffering to mitigate year-round noise.
- Hours of Operation are excessive.
- Injury to property values due to the proximity of the residences to this business.
- There are two carwashes less than 1 mile away. They oppose the location of this business.

He urges the Commission to deny this request for approval.

Howard Myers – 1521 W. Winding Hollow Lane – he stated that Ordinance 58-303 contains specific language regarding design standards and development guidelines regarding carwashes. He does not believe the use is permissive or harmonious to the surrounding area.

Jerad Protasky -he is the owner of 10911 N. Port Washington Road and represents I Mequon 1 LLC and I Mequon II LLC. He explained that this site was rezoned to B-2/PUD with the intent of attracting uses just like Jilly's Car Wash. He stated that the business is owned by consciousness local residents. They have proposed an extremely attractive building design and are committed to being good neighbors.

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

Asst. Dir. Zader clarified that the reference about the Ordinance 58-303 applies to the Town Center and Arrival Corridor zoning districts only. He added that when these parcels were rezoned, the back portion of this parcel was designated with limited uses due to the proximity of Winding Hollow (no restaurants allowed, or high volume uses). Any uses of the B-2 zoning district, permitted or conditional, would be allowed in the front portion. Typical land use patterns of buffering are in place.

He showed the site plan and explained that staff worked with the applicant on several iterations and the proposed plan is the best one for this difficult small parcel. The building is moved as close to Port Washington Road as possible, and the equipment is shielded from public view. The proposal does comply with all the district regulations except for the open space ratio. This parcel is at 36.6% ratio, but the vacant parcel will well exceed the required 40% ratio and the entire development will be compliant.

The Code Enforcement Officer took several sound readings over the past several days. The ambient noise is between 62-100 dBA due to the varying levels of traffic on Port Washington Road. Asst. Dir. Zader stated that anything lower than 65 dBA will be difficult to maintain due to the ambient noise being louder than the car wash.

He explained that the window treatment information was excluded from the board packet; the windows will be translucent except for the windows adjacent to the mechanical room and the

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upper transoms which will be spandrel glass. Staff has made recommendations to address the southern property line with some landscaping and some lighting recommendations have already been addressed. Staff believes the hours of operation are acceptable and are consistent with neighboring businesses.

The applicant, Jon Zimmerman, President of Jilly's Car Wash stated they are residents of the north shore and know the community. They have received numerous emails from Mequon residents requesting they open a business here. This location will be their fifth location and they have never had a noise issue. The other locations are located closer to residential housing. They have received support from the JCC who owns the Gan Ami preschool next door. The vacuums only run when they are in use. He stated that they are completely agreeable to not play any music. The doors can be opened and closed after every car except in the summertime. They have no problem meeting the 70 dBA limitation from the property line. They choose to exceed the building standard designs because they want to provide an attractive building and business in this community.

The architect clarified that the windows will be a satin finish which is translucent and obscures the view from the interior mechanicals.

Many of the Commissioners agree that the proposed hours should be allowed for the business to be successful. Additional landscape buffering (evergreens) is recommended to help mitigate the noise. There is agreement that music not played at the location. There is appreciation for the architecture design as it exceeds the standard requirements.

Action

Commissioner Lemke made a motion to approve the item with added requirements for additional landscape buffering (evergreens) on the west and south property lines and that no music shall be piped in at this location.
Commissioner Hawley seconded the motion.
A roll call vote was taken, vote passed (7-1)(No: Bach)

RESULT:	**APPROVED WITH CONDITIONS [7 TO 1]**
MOVER:	Rick Lemke, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Nerbun, Strzelczyk, Choren, Gentges, Hawley, Lemke, R. Schaefer
NAYS:	Bach
ABSENT:	J. Schaefer, Stoker

6) Regular Business

a) Christ Alone Ev. Lutheran Church. The applicant is seeking minor request approval to allow for a temporary tent for the property located at 10001 N. Cedarburg Road.

Dir. Tollefson stated that Christ Alone Church is located on Cedarburg Road and has had previous approvals in the summers for temporary use permits for tent events to allow for various outdoor activities on site; Vacation Bible Camp, soccer camp, 1 time a month outdoor Sunday

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service and an annual picnic. The Sunday morning service and the annal picnic are the events that may require some overflow parking. Upon review, staff is supportive of the tent events but does not support overflow parking in the open space. The police department historically has not allowed week in and week out street parking, but for a one-time event it is something that the applicant can pursue.

The applicant is appealing the one condition regarding the overflow parking. Staff recommended that the tent be moved into the open space area which would free up about 16 parking stalls. Staff also recommended that the applicant work with staff to create a more efficient parking lot configuration in an effort to provide more parking stalls year-round.

Dir. Tollefson explained that the soil in the open space area, if used too often, can be negatively impacted, and could become compacted and act as impervious space which could trigger stormwater management requirements. Pollutants from the cars can also be detrimental to the open space.

The applicant stated that they are requesting a tent due to Covid concerns so that congregants can worship outside. There are 7 outdoor worship events planned for the season as well as various additional events. They believe only two events will require overflow parking.

He stated that they notify their neighbors of the events taking place ahead of time. They do not believe that moving the tent is doable as elderly congregants would need to navigate uneven terrain and that area can accumulate ankle deep water. He offered that they could rotate the cars around for each event so that they would not be parked in the same area for each event.

He stated that they have been good neighbors and have accommodated the city when parking was needed as well as for Taste of Mequon each year.

Action

Ald. Strzelczyk made a motion to approve the request with the additional requirements that the applicant submit the 10 dates in which the overflow parking shall be allowed, rotate the location of the overflow cars to maintain the grass and keep the tent located in the same location as the previous year.
Commissioner Lemke seconded the motion.
A voice vote was taken, vote passed (8-0)

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

b) Christian Pressley for Ilan Hang. The applicant is seeking building and site plan amendment approval to allow for a new building for the property located at 10328 N. Wauwatosa Road (Big Shots Sports).

Asst. Dir. Zader stated this is for the driving range facility located on Wauwatosa Road. There is an existing club house which the applicant plans to tear down and to build a new one about 60 feet to the east. The tee line will also need to be shifted about the same distance to accommodate the new building. The new location of the building will be further away from the road and will be more compliant with the setback. The tee boxes will be about 300 feet to the property line to the east where there is a tree line so there should not be any issues with balls going to the property line.

There is also an existing red barn on the site. The proposed renderings are different colors and style, and condition that the existing barn be painted within 1 year of occupancy to match the proposed building colors.

The proposed building will have LP Smartside siding, with brick around the entrance ways. The rear elevation, east elevation, is a blank wall because the five simulators are located along that wall. Staff has recommended some additional treatments to that elevation to break up the solid blank wall. Some vines or greenery or yardage markers were suggested as the building will be constructed with ICF. Staff recommends approval.

The applicant explained they are proposing seating along the east elevation wall in the shade. They are agreeable to working with staff to make it more aesthetic appeasing. The existing red barn will be next to a mini golf course and the applicant believes that the red color will add to the aesthetic appeal in that area.

There was some feedback from the Commission that the red barn is desirable and that it does not need to match the coloring of the proposed new club house building. The design of the building is not well received, and some additional features are needed to be more aesthetically pleasing. It is thought to be too plain with too many straight lines. It was discussed that the applicant will work with the Commission architects to tweak the building.

Action

Ald. Strzelczyk made a motion to allow the existing barn to remain red in color and that the Commission architects work with the applicant to make modifications to the proposed building design.
Commissioner Bach seconded the motion.
A voice vote was taken, vote passed (8-0)

Attachment: PC_05.23.22_DRAFT (7438 : Meeting Minutes from May 23, 2022)

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

c) Point Real Estate for Orchards of Mukwonago LLC. The applicant is seeking rezoning recommendation from R-3/C-2 (single-family) to R-3/C-2 with TDR-PUD (transfer of development rights-planned unit development) and concept plan approval to allow for a 17-lot, single-family residential cluster development for the property located on the north side of Donges Bay Road, approx. 800' west of Wauwatosa Road (Burr Oak Estates).

Asst. Dir. Zader stated that this item was in front of the Commission for a consultation in February. There was discussion about using the TDR credits and working to comply with the requirements of the CGO. The applicant has submitted an updated plan that addresses most of the critiques from staff and feedback from the Commission.

The connection to the Enclave was adjusted to save the Burr Oak. The open space was also increased. The density is higher due to it being a TDR site. Staff supports the changes made and recommends approval.

The applicant, Joe Bukavich from Point Real Estate, stated that the area behind Lots 2 & 3 is at 20 feet of open space because they abut a property owned by Wisconsin Gas that is used as a metering location for their high-pressure gas main. He explained that the water main from the southeast property line to Wauwatosa Road will be constructed by the applicant and the Water Utility will reimburse them.

The Commission discussed that a TDR policy discussion should take place.

Asst. Dir. Zader stated that the property could be sold at some point and staff recommends the additional 10 feet be included.

Action
Ald. Strzelczyk made a motion to approve the item.
Commissioner Gentges seconded the motion.
A roll call vote was taken, vote passed (8-0)

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RESULT:	**APPROVED [8 TO 0]**
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Dan Gentges, Commissioner
AYES:	Nerbun, Strzelczyk, Bach, Choren, Gentges, Hawley, Lemke, R. Schaefer
ABSENT:	J. Schaefer, Stoker

7) Announcements

The next meeting is Monday, June 27, 2022, at 6:00 p.m.

8) Adjourn

Action
Commissioner Lemke made a motion to adjourn the meeting.
Commissioner R. Schaefer seconded the motion.
A voice vote was taken, vote passed (8-0)

The meeting concluded at 7:40 p.m.

Respectfully Submitted,

Jac Zader

Attachment: PC_05.23.22_DRAFT (7438 : Meeting Minutes from May 23, 2022)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
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Department of Community Development

TO: **Planning Commission**

FROM: **LAURIE MILLER,**

DATE: **June 27, 2022**

SUBJECT: **Kolbrook Design Inc for Brixmor SPE1 LLC. The applicant is seeking conditional use grant approval to allow for a restaurant for the property located at 10990 N. Port Washington Road (Tropical Smoothie Cafe).**

Applicant:	Kolbrook Design Inc. for Brixmor SPE1 LLC
Status of Applicant:	Agent
Requested:	Conditional Use Grant
Existing Use:	Shopping Center
Existing Zoning:	B-2 (Community Business)
Land Use Plan:	Community Commercial
Lot size:	19.7 acres
Location:	10990 N. Port Washington Road
Tax Key Number:	#15-029-06-007.00
District:	#8

Background:
The applicant requests a conditional use grant to operate Tropical Smoothie Cafe in the Pavilions Shopping Center located at 10990 North Port Washington Road. The restaurant will occupy 1,491 square feet of the shopping center in the space previously occupied by Hong Anh restaurant. The parcel is zoned B-2 which allows restaurants as a conditional use.

Site Plan:
No changes will occur to the site plan.

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

1. **The proposed use should not endanger the public health, safety or general welfare of the city and the immediate neighborhood.**

State and city health departments regulate the restaurant. The use should not have a negative impact on the public health, safety and general welfare.

2. **The proposed use should not injure the value of adjoining or abutting property.**

Staff believes the proposed restaurant will continue to stimulate the economic viability of the shopping center and the city in general. The proposed hours of operation are:

- Monday through Friday, 7:00 a.m. to 9:00 p.m.;
- Saturday, 8:00 a.m. to 9:00 p.m.; and
- Sunday, 9:00 a.m. to 9:00 p.m.

The proposed hours of operation are consistent with other food related businesses in the shopping center. The applicant states that the maximum number of employees at any given shift will not exceed four. The proposed tenant space will have an interior seating capacity of 28.

The original approval for the shopping center included a transportation analysis to determine traffic impacts and total parking demand. The analysis considered a variety of potential uses to direct developers and staff on site and parking designs. Because this analysis has been completed and because restaurant, service and retail uses operate at this site, staff does not believe introducing a new restaurant should create a negative impact on parking or traffic.

3. The proposed use shall be harmonious or compatibility with the area in which it is located.

The subject site is located in the B-2 (Community Business) district. Restaurants are conditional uses in the B-2 district. Adjacent uses are also located in B-2 district and include restaurants, retail stores, a grocery store and offices. These B-2 uses, and associated activities are compatible with each other. Planning staff believes that if the conditions of approval listed below and within the attached conditional use grant document are met, the proposal should be harmonious with the surrounding uses.

4. Will be general conformity with the Land Use Plan, Transportation Plan, Environmental Plan, Park and Recreation Plan or other officially adopted plan.

The Land Use Plan map designates the subject site as Community Commercial; the proposal is conforming and is appropriately located on Port Washington Road, the City's major commercial corridor.

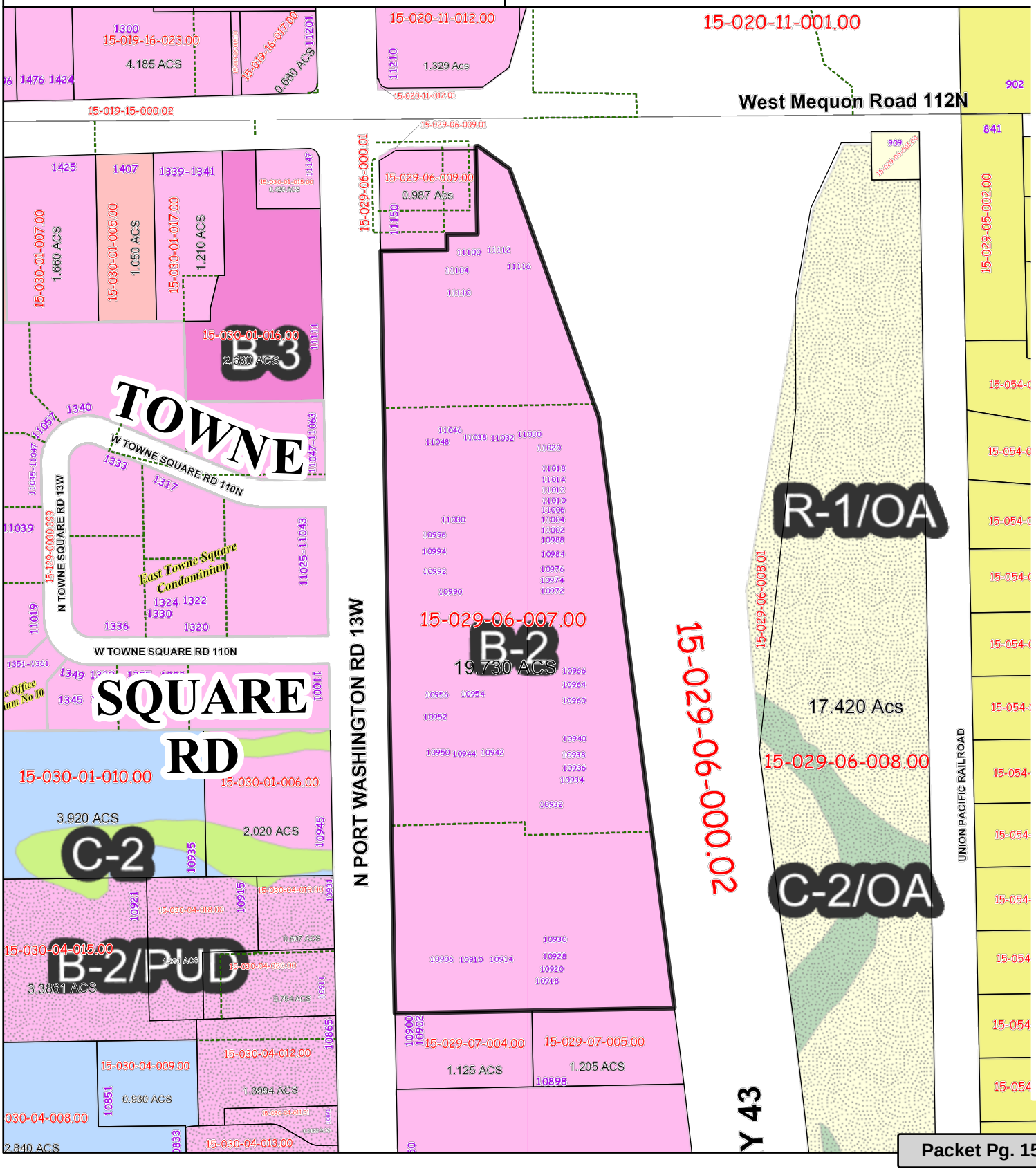
Staff Recommendation:
Since the proposal meets the Zoning Code and Land Use Plan, planning staff recommends **approval** of the conditional use grant based on the following condition(s):

1. Staff review and approval of final floor plans prior to issuance of permits. The applicant shall submit such plan within 60 days of Planning Commission action or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.
2. Staff review and approval of final floor plans.
3. Signage for the proposed use shall comply with the Master Sign Plan for the development.

Attachments:
PacketDocs_TropicalSmoothie (PDF)

TROPICAL SMOOTHIE CAFE

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



Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)

kolbrook design

May 10, 2022

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

Re: Tropical Smoothie Cafe
10992 N Port Washington Rd
Mequon, WI 53092

Kolbrook Project No.1674.014

Planning Commission,

Please accept this correspondence as a Conditional Use request for a commercial restaurant at the location referenced above. The space is currently a vacant tenant space, (B-Business) occupancy. The proposed use of the space is for a Tropical Smoothie Café as mentioned above (B-Business).

Tropical Smoothie Café is a fast casual restaurant that makes and sells smoothies, sandwiches, and salads as well as chips, fruits & cookies. Due to the limited fare at these locations, all ingredients are pre-cooked and assembled on site.

The hours of operation for this location will be Mon. - Fri. 7AM - 9PM, Sat. 8AM - 9PM, Sun. 9AM - 9PM. The busiest time of the week is 11AM - 12AM daily. Maximum number of employees during a shift will be 4 employees. The most customers expected at this time would be about 4 customers every 15 minutes during this hour.

Please find attached (3) copies of the proposed floor plan, application, and a $717.00 check for Planning Commission review.

Please contact me if you have any questions.

Respectfully Submitted,

Steven Brooks, AIA, LEED-AP
Principal
Kolbrook Design, INC.
sbrooks@kolbrook.com
847 492 1992 ex. 22

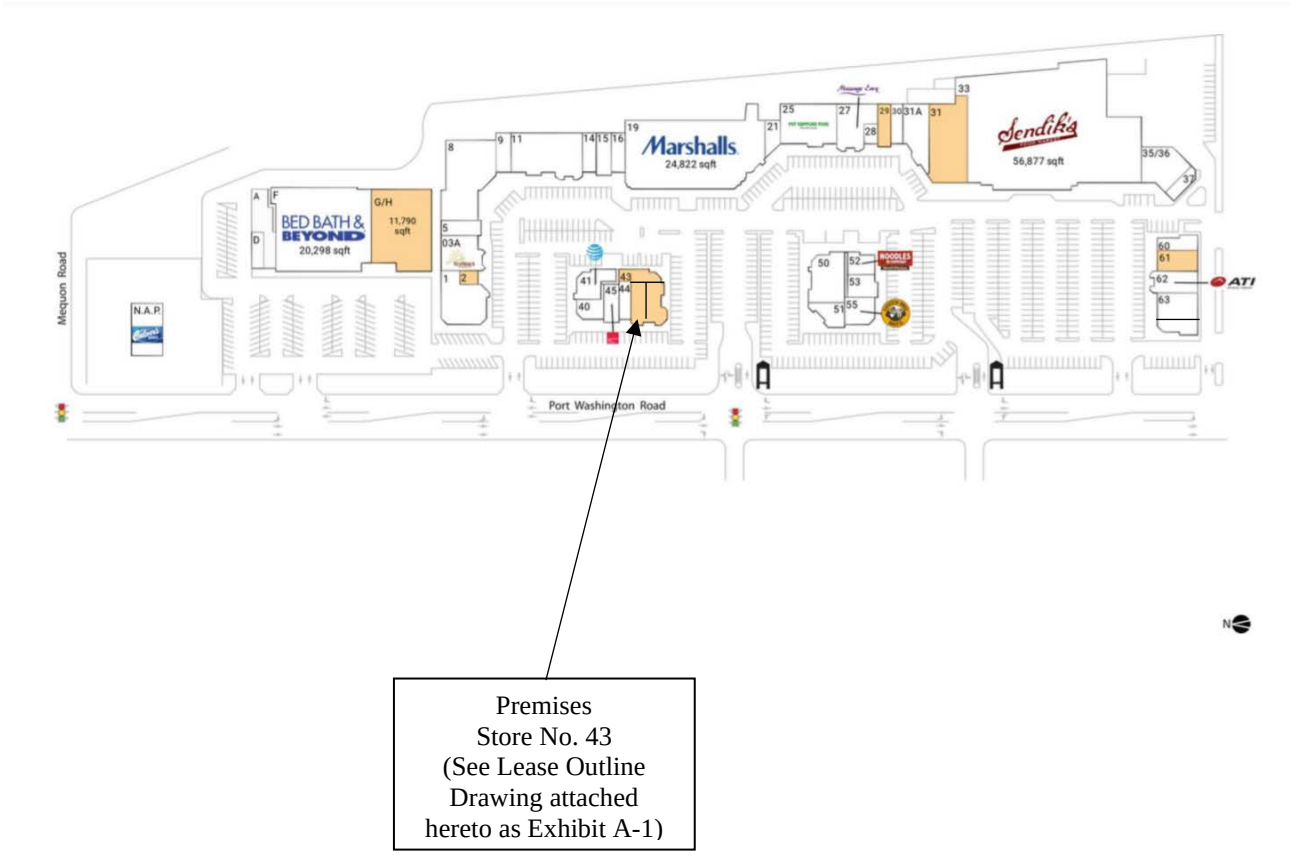
828 Davis Street
Suite 300
Evanston, IL 60201

www.kolbrook.com

Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)

DocuSign Envelope ID: 9215B86C-CE35-40FF-8F03-8051F5B7FDC5

EXHIBIT A: SITE PLAN

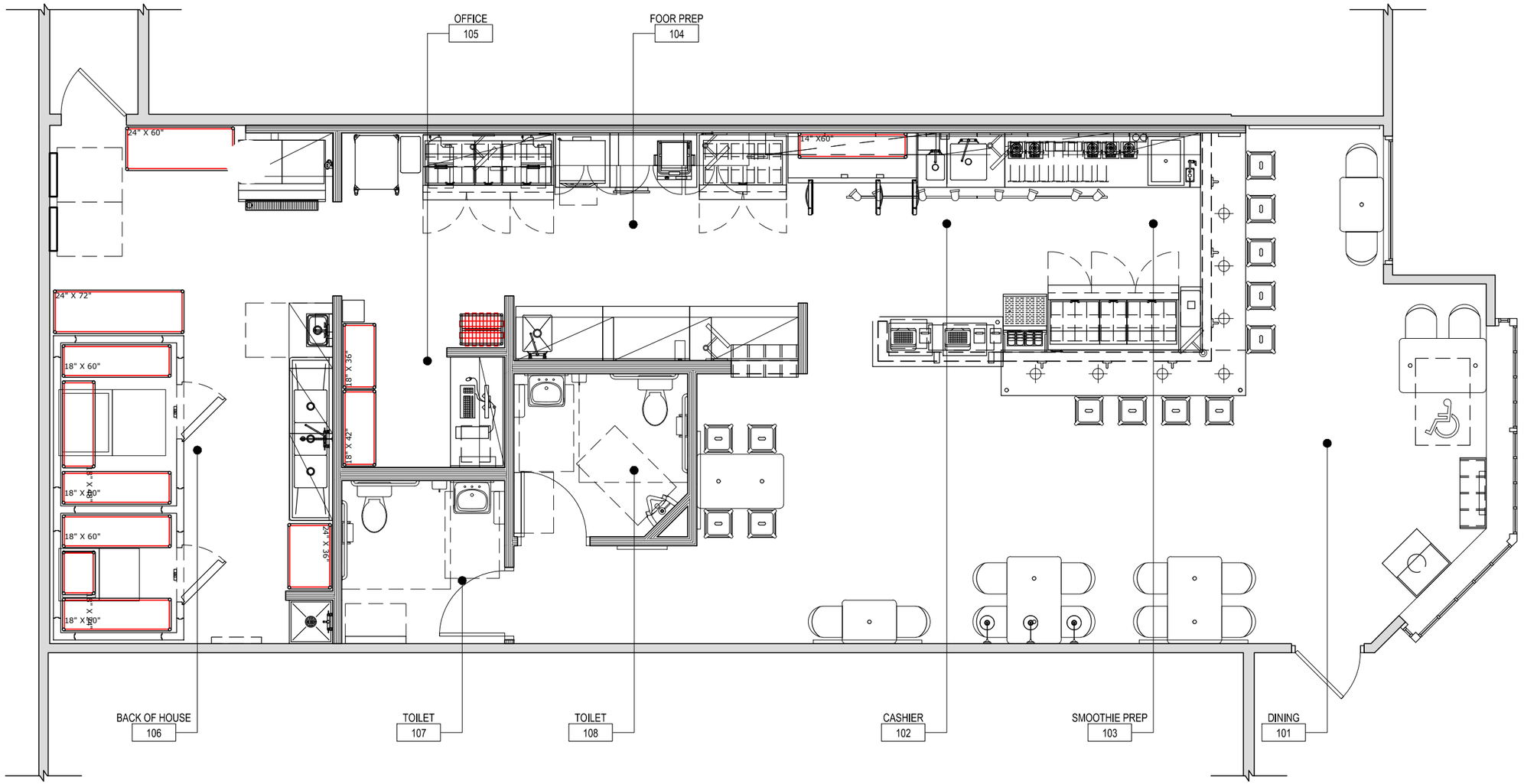


Premises
Store No. 43
(See Lease Outline Drawing attached hereto as Exhibit A-1)

NOT TO SCALE

The foregoing site plan is attached to show the approximate location of the Premises and general layout of the Shopping Center. Unless otherwise expressly set forth this Lease, Landlord makes no representation or warranty that the Shopping Center will be exactly as depicted herein or that the tenants shown will remain in occupancy during the Term. The Shopping Center excludes the parcel(s) of land shown as "N.A.P", which are owned and/or controlled by a party (or parties) other than Landlord.

Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)



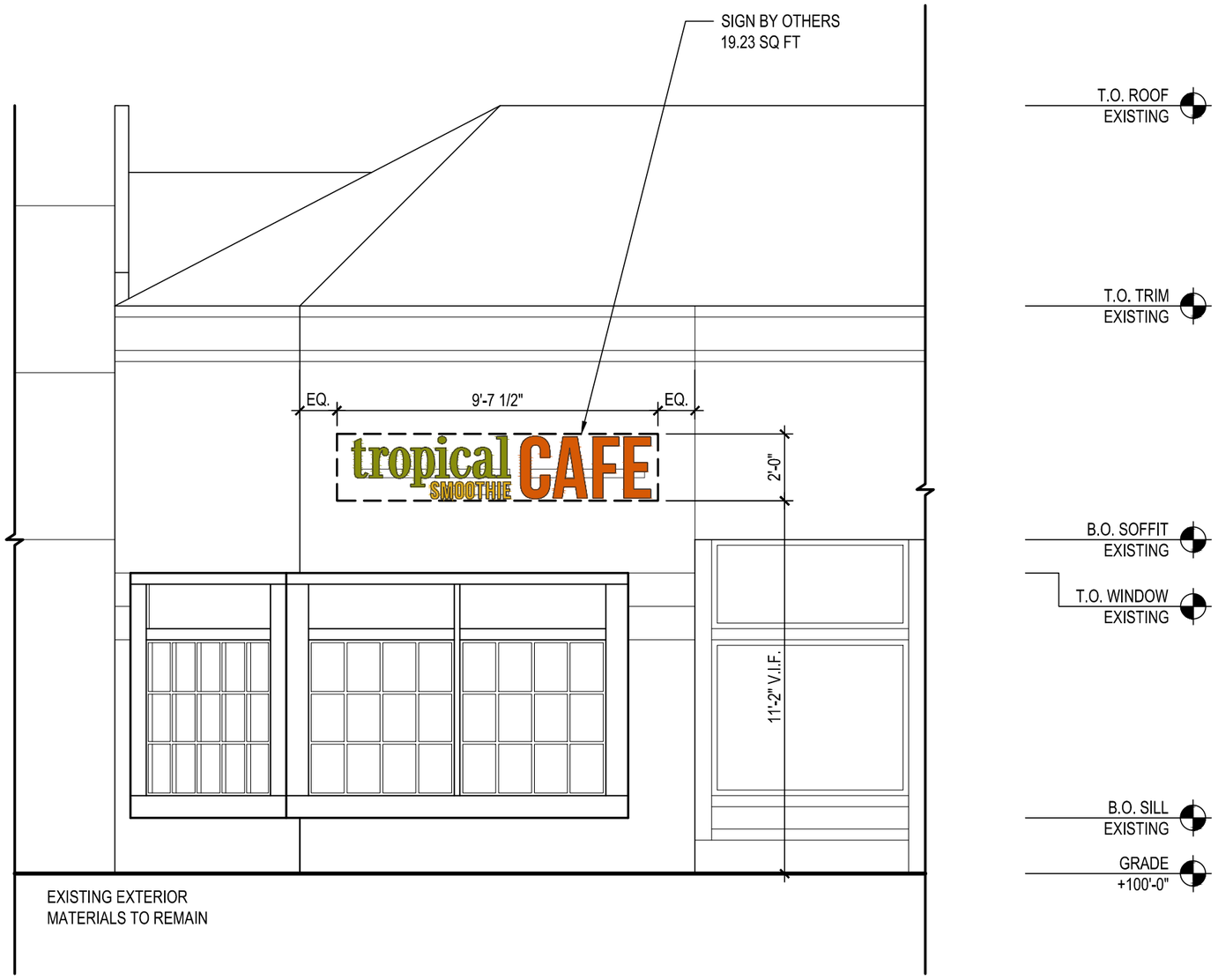
1 PROPOSED FLOOR PLAN
SCALE: 3/16" = 1'-0"

Architect:
kolbrook design
828 DAVIS ST. SUITE 300 EVANSTON, IL 60201
OFFICE: 847.492.1992 | FAX: 312.453.0699

Copyright © 2022 Kolbrook Design, Inc.

Project Title:	Tropical Smoothie Cafe	Project #:	1674.014
Project Address:	10992 N Port Washington RD, Mequon, WI 53092	Date:	05/10/2022
Project Description:	Proposed Floor Plan	Sheet:	

Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)



1 EXTERIOR ELEVATION (FRONT VIEW)
SCALE: 1/4" = 1'-0"

Architect:
kolbrook design
828 DAVIS ST. SUITE 300 EVANSTON, IL 60201
OFFICE: 847.492.1992 | FAX: 312.453.0699

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Project Title:	Tropical Smoothie Cafe	Project #:	1674.014
Project Address:	10992 N Port Washington RD, Mequon, WI 53092	Date:	06/13/2022
Project Description:	Exterior Elevation	Sheet:	

Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)

CONDITIONAL USE GRANT

Articles of Agreement made and entered into this 27th day of June, 2022 by and between CENTRO BRADLEY SPE 1, LLC owners of the property located at 10990 N Port Washington Road and the City of Mequon Planning Commission.

Before the Planning Commission of the City of Mequon, Ozaukee County, Wisconsin, in regard to the premise located in Section 29, Range 22 East, in Township 9 North, Ozaukee County, State of Wisconsin, further

described as follows:

LEGAL DESCRIPTION

Exhibit A-1

RETURN TO:

City of Mequon
11333 North Cedarburg Road 60W
Mequon, WI 53092

PARCEL NO.:
15-029-06-007.00

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statues, provide that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the Planning Commission of the City of Mequon having determined that by reason of the particular nature, character, and circumstances of the proposed use, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, **IT IS GRANTED**, subject to compliance with the terms and conditions hereinafter stated that the Premises may be used for the purpose of restaurant (Tropical Smoothie Cafe).

GRANTED by action of the Planning Commission of the City of Mequon this 27th day of June 2022.

_____

Andrew Nerbun, Mayor, Planning Commission Chairperson

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2022, the above named _____, Mayor, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

_____

Planning Commission Secretary

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2022, the above named _____, Planning Commission Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)

The **CONDITIONS** of this Grant are:

1. This grant shall become effective upon the execution and recording by the owners and operators of the Premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.

2. This grant shall expire and become void unless, pursuant to the building and zoning codes of the City, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of Planning Commission approval noted above, or actual construction is commenced within twelve (12) months of the date on which the building permit was issued.

3. This grant is subject to amendment and termination in accordance with the provisions of the Zoning Code of this municipality.

4. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant, and annexed hereto.

5. Any of the conditions of this Grant which would normally be the responsibility of tenants of the Premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.

6. This grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.

7. The Grantee and its successors in interest shall hold the City of Mequon harmless from any claims or losses to the City or its residents including reasonable attorney fees arising from or related to use of the facilities.

8. Any change to the approved use or change to the building or site plan will require an amendment to the Conditional Use. Minor changes to the building and site plan shall be approved by the Department of Community Development.

9. **Conditions on the Operations:**

   a. Hours of operation: Monday through Friday 7:00 a.m. to 9:00 p.m., Saturday 8:00 a.m. to 9:00 p.m., Sunday 9:00 a.m. to 9:00 p.m.

   b. Performance standards relating to parking, noise, vibration, odor, smoke, dust, and light: As per City ordinance and as further designated under letter (e.) below.

   c. Water supply requirements:

      Public

   d. Provisions for sewage disposal:

      Public

   e. Other:

   - If the conditional use shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or if material problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten health or safety or to become a nuisance condition, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, or in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.

   - If, despite efforts to prescribe conditions which render the conditional use harmonious in the surrounding neighborhood, problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten the peace and enjoyment of neighboring properties, or shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or shall threaten health or safety, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, and in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.

10. **Conditions of the structures:**

a. Site Plan: per original site plan

b. Landscaping Plan: N/A.

c. Elevations: N/A

d. Sign: As on file with Community Development Department, City of Mequon

e. Floor Plan: Exhibit A

f. Exterior lighting of the site and building: As on file with Community Development Department, City of Mequon

g. Fence / Wall / Dumpster plan details: As on file with Community Development Department, City of Mequon

Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)

h. The building shall comply with the building code.

11. **Conditions on the site:**

a. Street access (number, location, design): Per original site plan.

b. Off-Street Parking (location and design including screening thereof): Per original site plan.

c. Outside storage of materials, products or refuse (location and screening thereof): Per original site plan.

d. Parking, exterior lighting of the site, location design and power: Per original site plan.

e. Other:

1. Staff review and approval of final floor plans prior to issuance of permits. The applicant shall submit such plan within 60 days of Planning Commission action or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.
2. Staff review and approval of final floor plans.
3. The patio fence shall only extend out to the west end of the building.
4. The door to the patio shall be the same material of the adjacent windows on the south elevation.
5. Any additional lighting of the patio will require staff review and approval.
6. Signage for the proposed use shall comply with the Master Sign Plan for the development.

Owner

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2022, the above named_____, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Ozaukee County, Wisconsin

Receipt of a true Copy of this instrument on behalf of the petitioner acknowledged the _____ day of _____, 2022

Attachment: PacketDocs_TropicalSmoothie (7450 : Kolbrook Design Inc for Brixmor SPE1 LLC)

11333 N. Cedarburg Rd
Mequon, WI 53092-1930
Phone: 262-236-2902
Fax: 262-242-9655

www.ci.mequon.wi.us **Department of Community Development**

TO: **Planning Commission**

FROM: **COLE MCCRAW, ASSISTANT CITY ENGINEER**

DATE: **June 27, 2022**

SUBJECT: **Peter Budnik. The applicant is seeking fill permit approval to allow for 4,850 C.Y. for the property located at 11701 W. Freistadt Road.**

Applicant:	Peter Budnik
Status of Applicant:	Owner
Requested:	Minor Request for Fill
Existing Use:	Subdivision Lot
Existing Zoning:	R-1/OA
Land Use Plan:	Residential 5-acre
Lot size:	9.08
Location:	11701 W. Freistadt Road
Tax Key Number:	#14-019-05-001.00
District:	#3

Background:
The applicant requests Planning Commission approval of a minor request for earthwork in excess of 1,000 cubic yards for the construction of a single-family residence and pond. A grading plan was submitted with the application. The application requests 4,850 cubic yards of fill will be hauled in for this project.

Engineering Report:
The fill is proposed to be placed to allow for the single-family home and driveway construction.

New access is proposed on Freistadt Road west of an existing field entrance. The new access may require a driveway culvert through Mequon Department of Public Works (DPW). The existing field entrance must be removed.

The site generally drains west to east/southeast. The placement of the proposed fill maintains the existing drainage pattern and will not block drainage.

Wetlands are present on-site near existing waterways. The wetlands were delineated and the report was submitted to the City. The proposed plans show the wetland protective area/buffer. No impervious area is shown within the protective area/buffer other than the driveway which is needed for access. The waterway crossings are subject to DNR approval.

The proposed culverts in the waterways are subject to DNR review and permitting. Evidence of DNR permits will be required prior to issuance of the fill permit. Culverts shall be sized to meet or exceed Mequon Standard Specifications for Land Development requirements. Sizing calculations for the culverts should also be submitted to the City.

The proposed structure will disturb a surface area of more than 4,000 square feet and is therefore subject to a City of Mequon Erosion Control Permit. The permit is required prior to the issuance of a building permit. If disturbance exceeds 1 acre, a WRAPP permit from the DNR must be obtained. Evidence of WRAPP permit issuance must be provided to the City prior to issuance of the erosion control permit.

The construction of the home and driveway will result in a net added impervious area of greater than ½-acre and is therefore subject to a storm water management plan (SWMP). An approved SWMP is not a condition of fill permit approval, but will be required prior to driveway and home construction.

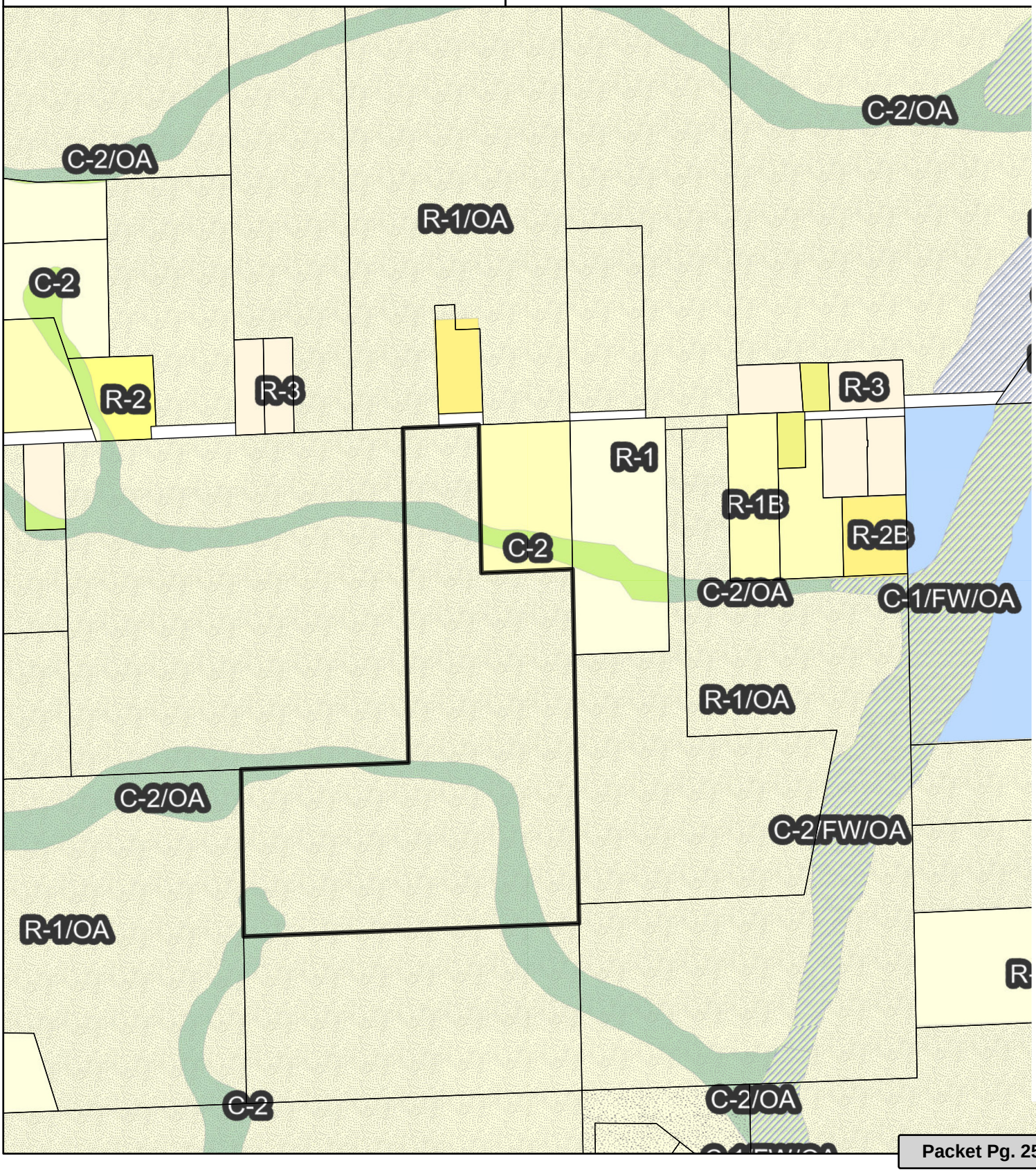
Staff Recommendation:
Staff recommends **approval** of up to 4,850 cubic yards of fill and excavation subject to the following conditions:

1. Application for a driveway culvert permit through Mequon DPW.
2. Removal of the existing field entrance.
3. Permittee must notify the Engineering Division before starting any land disturbing activity and again not more than five days after project completion.
4. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit, if applicable.
5. Permittee shall keep a copy of all permits on site at all times.
6. The City or the Wisconsin Department of Natural Resources (WDNR) may revoke the permit for non-compliance.

Attachments:
PacketDocs_Budnik (PDF)

BUDNIK FILL REQUEST

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



Attachment: PacketDocs_Budnik (7439 : Peter Budnik)

M Squared Engineering, LLC
N19W6719 Commerce Court
Cedarburg, WI 53012
P. 262.376.4246

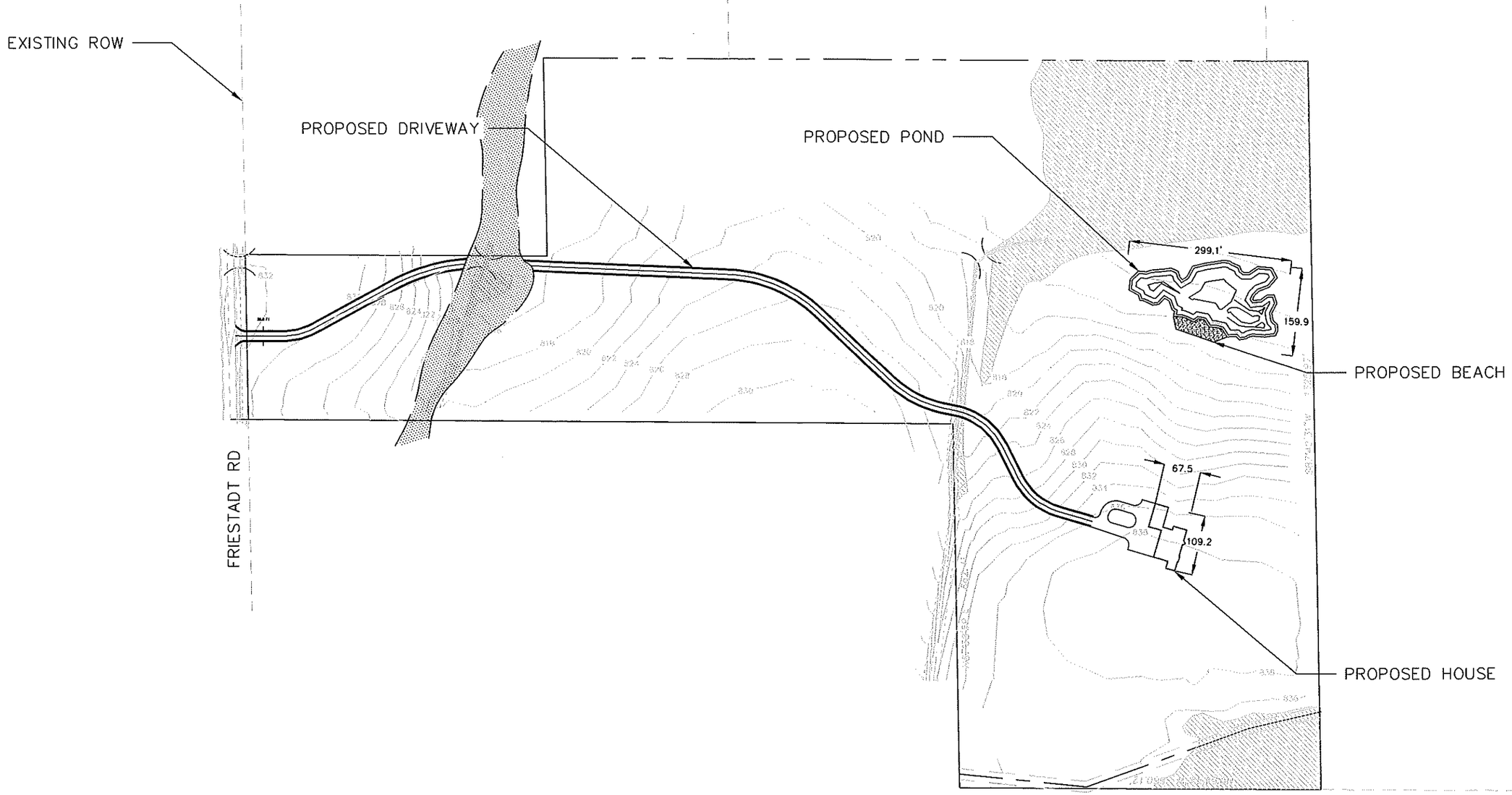
BUDNIK PROPERTY – Construction Access, Fill, Erosion Control Permit

Peter and Ariel Budnik will be constructing their new home at 11701 W. Freistadt Road in Mequon. This application packet is for both Erosion Control and for Filling, Excavating, and Berms Permit.

- The first phase of the project will be the temporary construction access. The contractor will be installing a construction access for temporary use during construction with the intention of keeping the access aggregate. This temporary access road will not encroach any grading or fill into the existing mapped floodplain. The current culverts crossing the floodplain will remain in place during construction with sheeting placed over the top for structural protection.
- The second phase of the project will be to begin construction of the house.
- At the same time, since permitting through plan commission will have been completed, the construction of the pond will also commence. The pond will serve as stormwater management for a portion of the site as well as for future recreational use.
- Stormwater management for the roadway will be obtained through grass swales on both side of the road that will provide immediate treatment. As the project construction progresses, the site will have additional vegetated areas to further provide additional treatment.
- The construction access will eventually be converted to the final driveway after all construction activities are completed and the site is vegetated. Before the driveway is completed, M Squared will perform a floodplain analysis and provide a design for culverts for the final crossing. Any FEMA, State, and City coordinated associated with this will be completed prior to the finalization of the driveway.

Currently, the Budniks are seeking approvals to proceed with installation of the construction access road mid-June and then expand the activities to construction of the house by the end of June. All three areas (construction access, house, and pond) exceed the 1000 CY requirement for meeting with the Plan Commission. We are seeking to be put on the agenda for the June 27 Plan Commission Meeting.

Attachment: PacketDocs_Budnik (7439 : Peter Budnik)



LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- GRADING BOUNDARY
- WETLAND
- PROPOSED BEACH
- FLOODPLAIN

DATE	DESCRIPTION OF REVISION

NORTH ARROW: N

PROJECT: BUDNIK SITE DESIGN
FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214
DATE: 04/21/2022
DRAWN BY: XX
CHECKED BY: M. HAHM

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

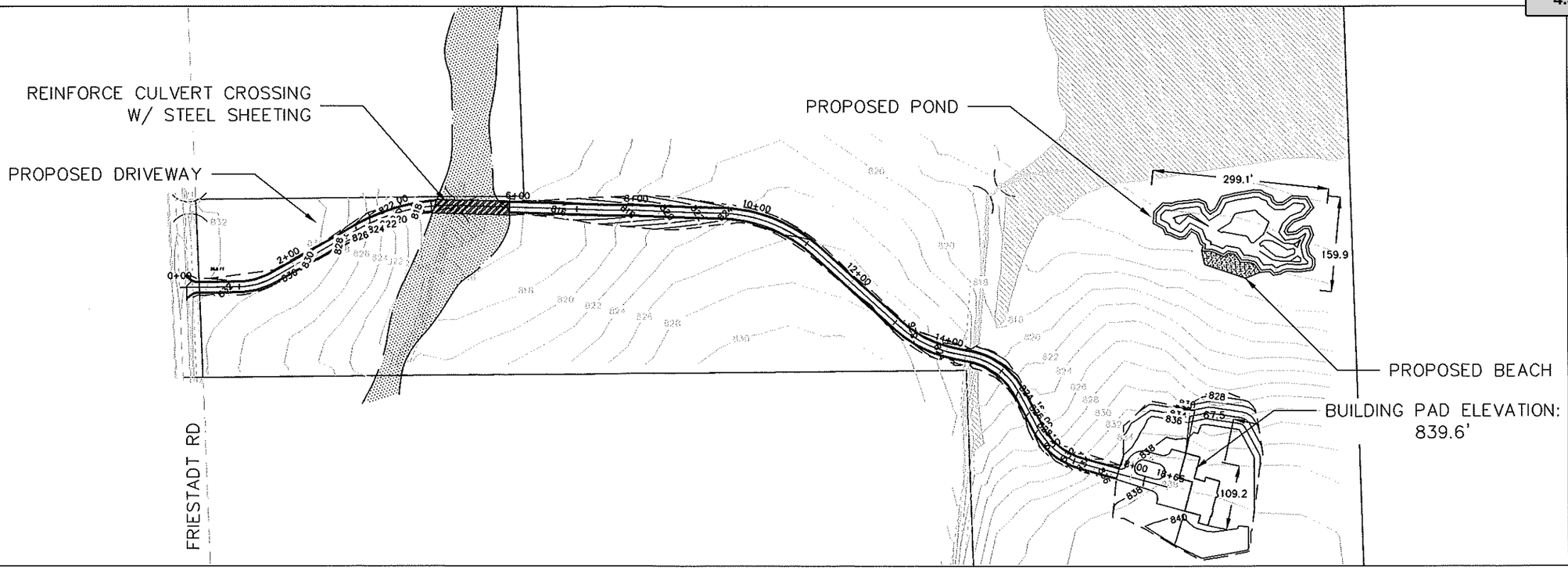
CLIENT: PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

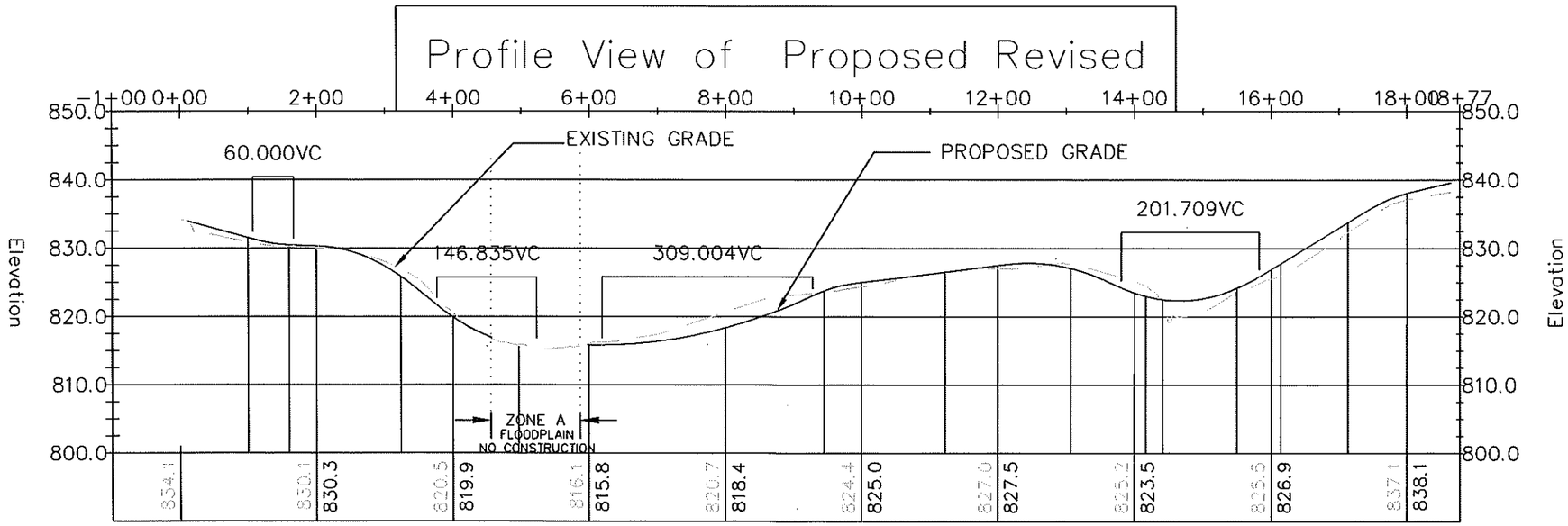
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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)





0 200 400 Feet

LEGEND

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MSQUAREDENGINEERING.COM
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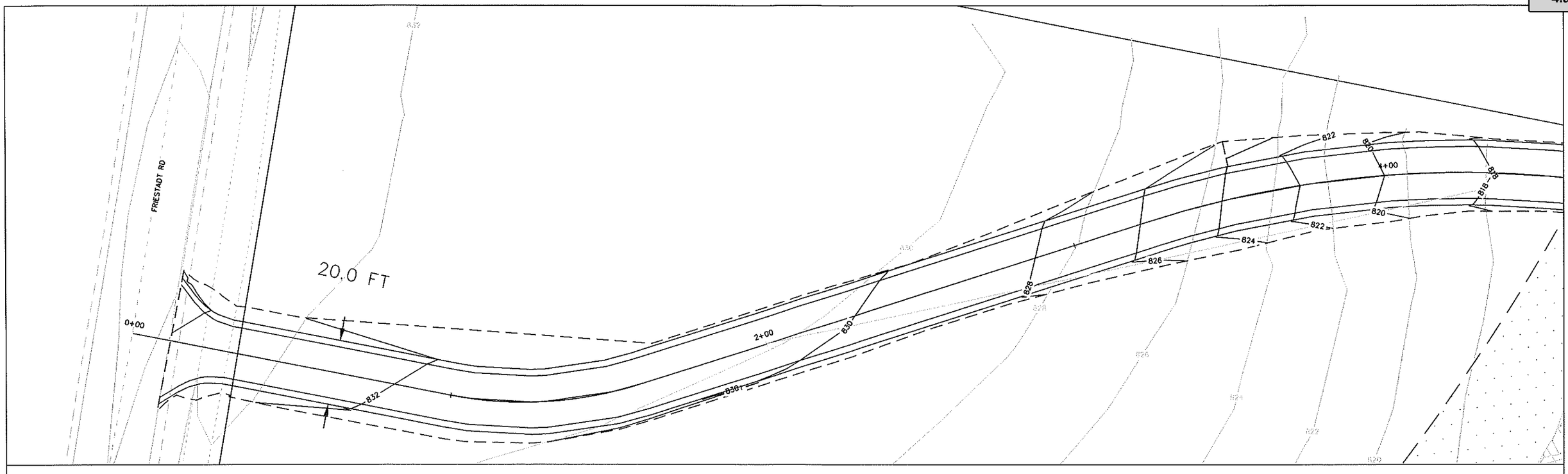
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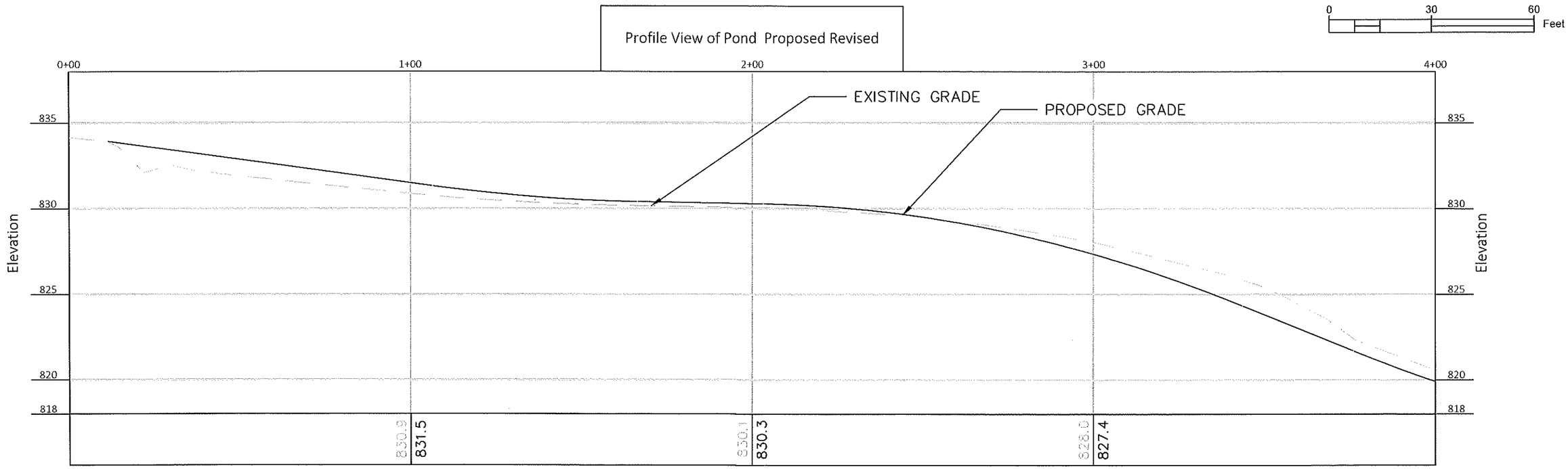
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DRIVEWAY
PLAN & PROFILE

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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)





LEGEND

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MEQUON, WI 53092

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PREPARED BY:
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MSQUAREDENGINEERING.COM
CEDARBURG - (262) 376-4246

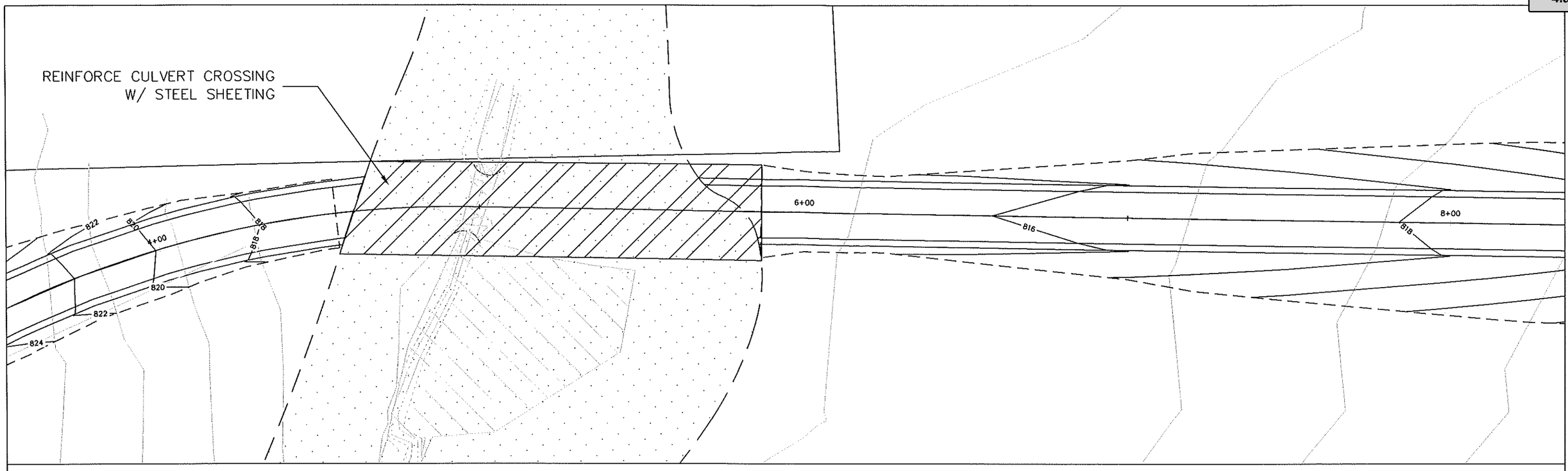
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5680 SUNNY POINT RD
GLENDALE, WI 53217

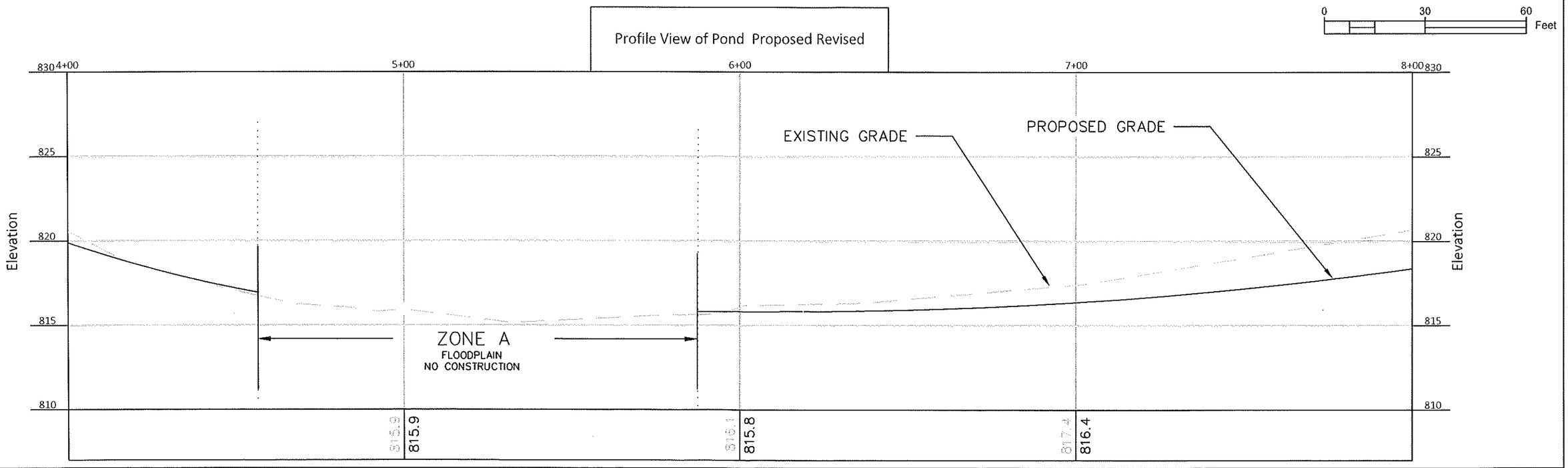
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DRIVEWAY
PLAN & PROFILE

SHEET:

Attachment: PacketDocs_Budnik (7439 : Peter Budnik)

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LEGEND

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FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214 | DATE: 04/21/2022
DRAWN BY: XX | CHECKED BY: M. HAHM

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

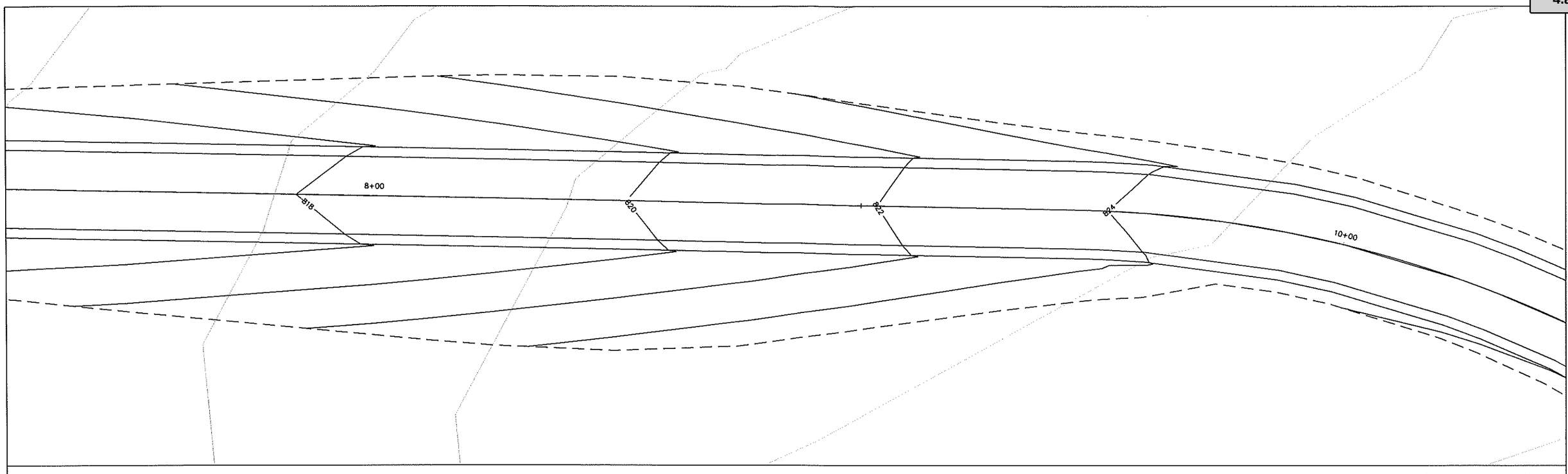
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5680 SUNNY POINT RD
GLENDALE, WI 53217

DRAWING TITLE: DRIVEWAY PLAN & PROFILE

SHEET:

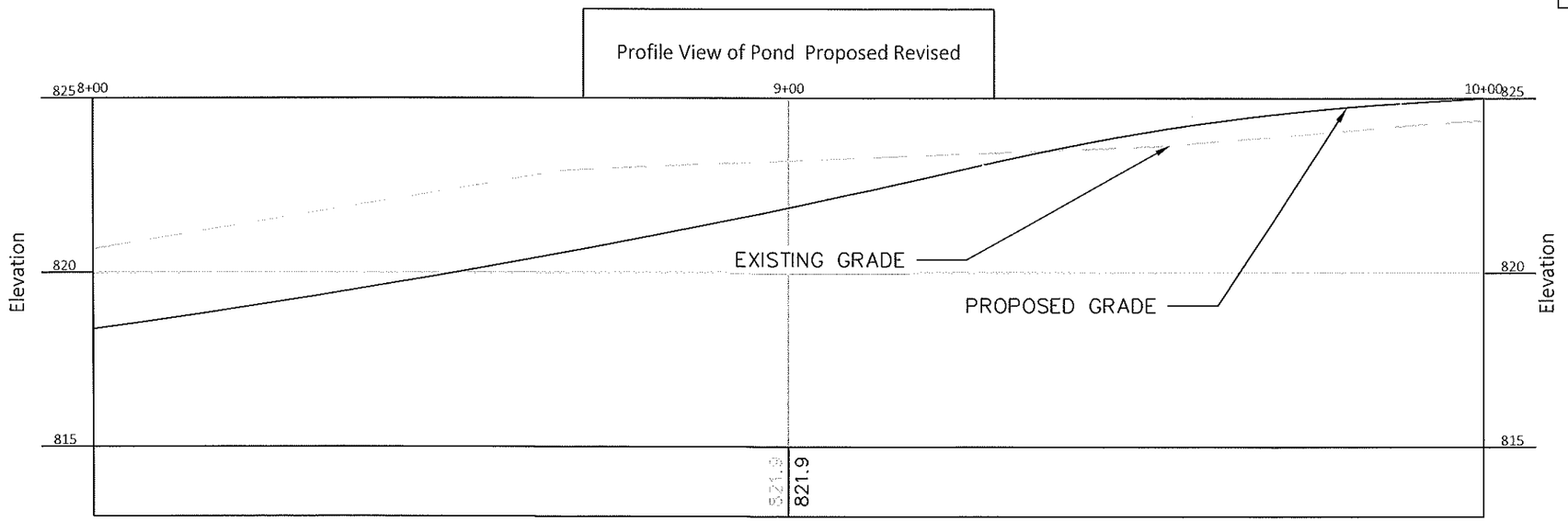
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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)



0 20 40 Feet

Profile View of Pond Proposed Revised



LEGEND

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PREPARED BY:
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MSQUAREDENGINEERING.COM
CEDARBURG - (262) 376-4248

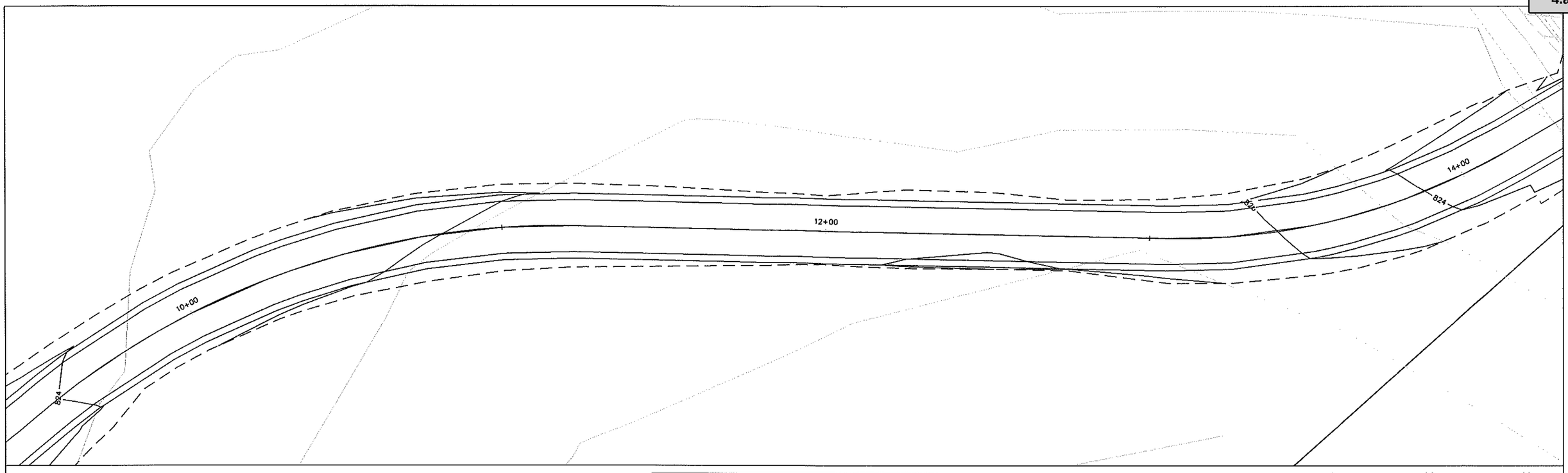
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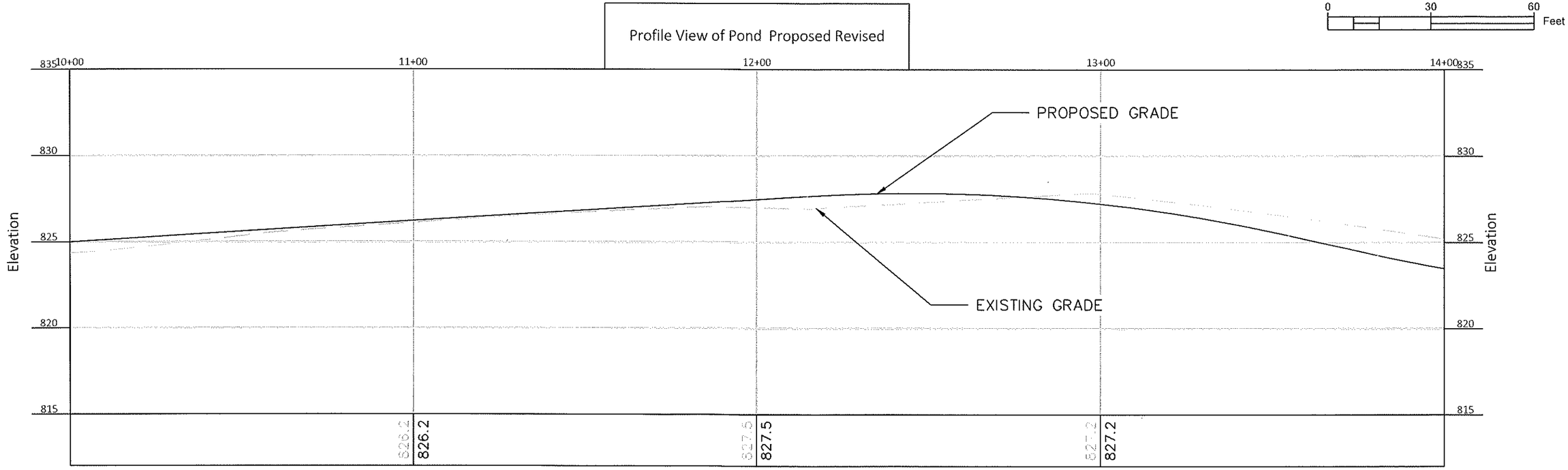
DRAWING TITLE: DRIVEWAY PLAN & PROFILE

SHEET:

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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)





LEGEND

PROPERTY LINE

UTILITY EASEMENT

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MSQUAREDENGINEERING.COM
CEDARBURG - (262) 376-4246

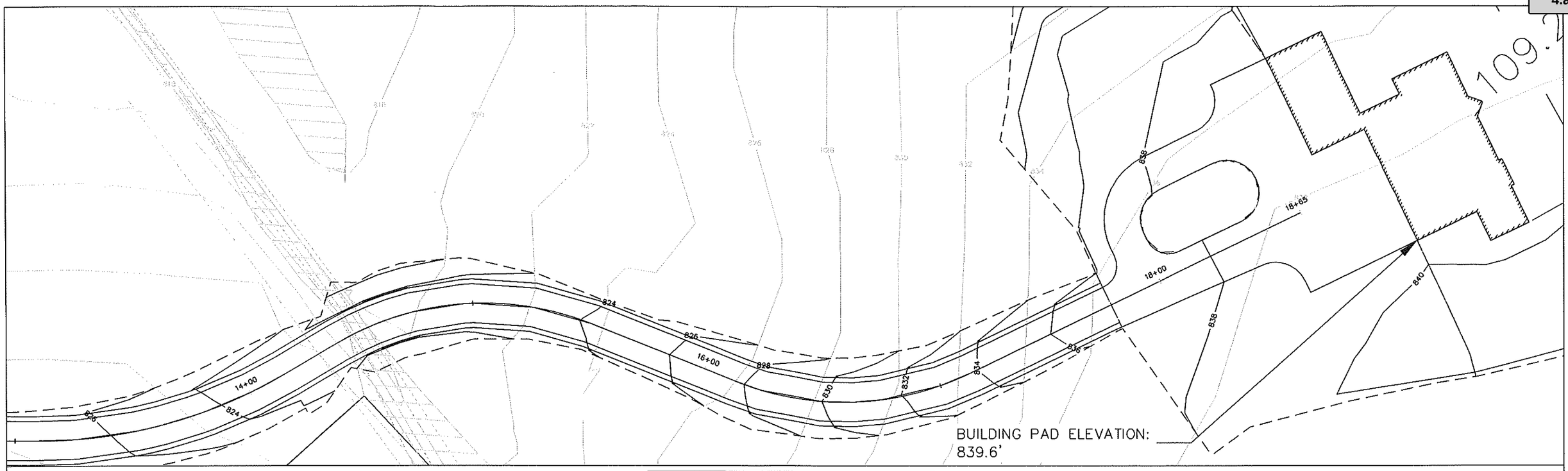
CLIENT:
PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

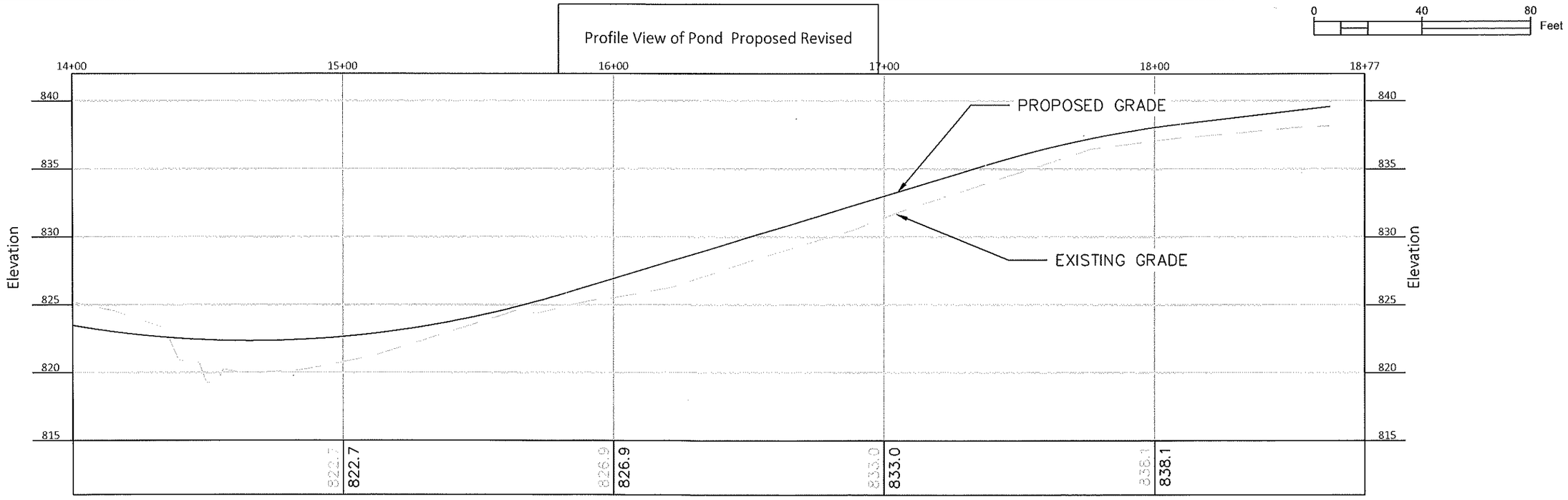
DRAWING TITLE:
DRIVEWAY
PLAN & PROFILE

SHEET:

PROJECTS\21-701-214 SMALL DESIGN PROJECTS\BUDNIK SITE DESIGN\CAD\DEVELOPMENTSHEETS\SHEETS - BUDNIK - COVER - NOTES.DWG DATE OF PLOT: 6/23/2022 3:58 PM
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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)





LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- GRADING BOUNDARY
- WETLAND
- PROPOSED BEACH
- FLOODPLAIN

DATE	DESCRIPTION OF REVISION

NORTH ARROW:

PROJECT: BUDNIK SITE DESIGN
FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214 | DATE: 04/21/2022
DRAWN BY: XX | CHECKED BY: M. HAHM

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

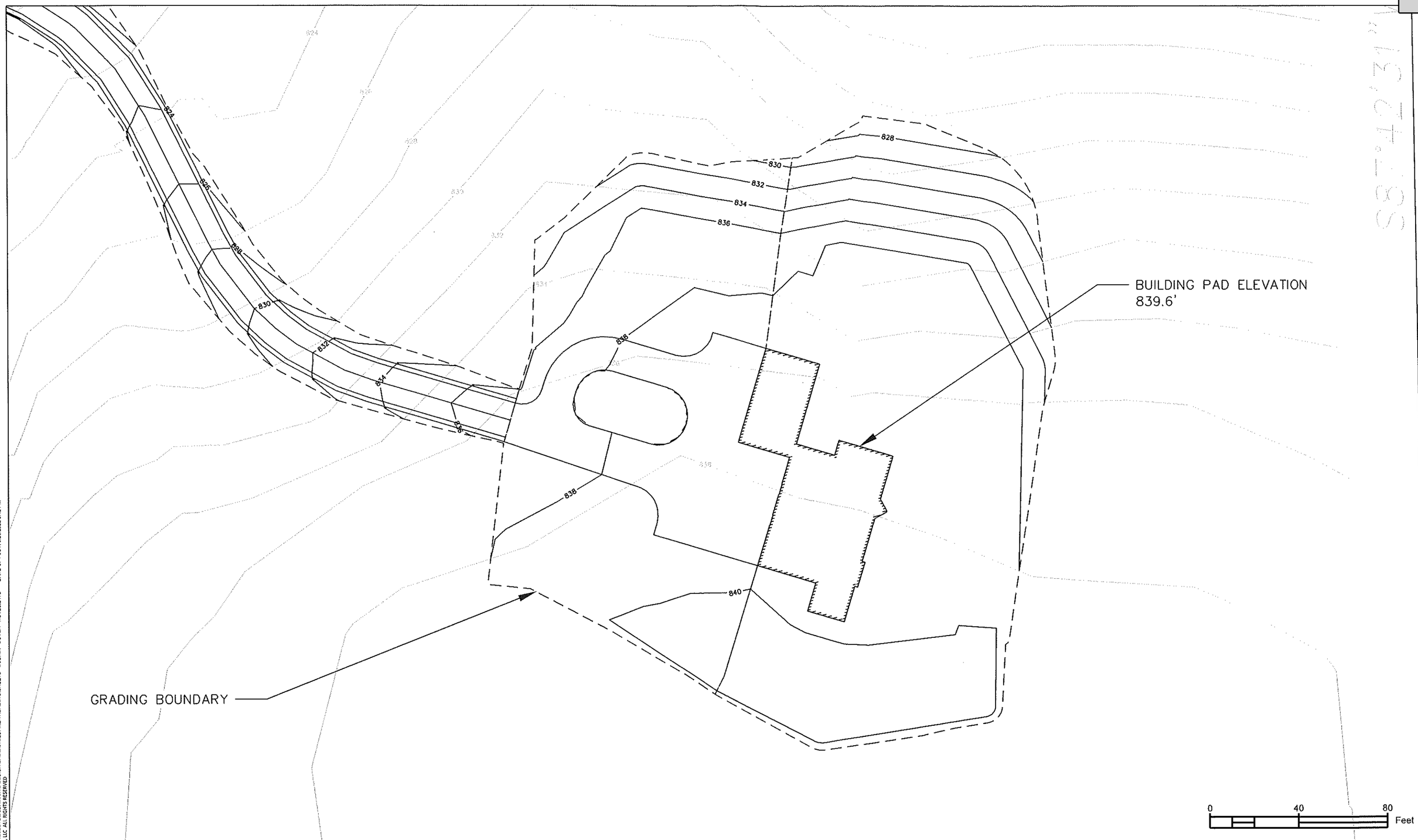
CLIENT:
PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

DRAWING TITLE: DRIVEWAY PLAN & PROFILE

SHEET:

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LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- GRADING BOUNDARY
- WETLAND
- PROPOSED BEACH
- FLOODPLAIN

DATE	DESCRIPTION OF REVISION

NORTH ARROW:

PROJECT:
BUDNIK SITE DESIGN
FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214
DATE: 04/21/2022
DRAWN BY: XX
CHECKED BY: M. HAHM

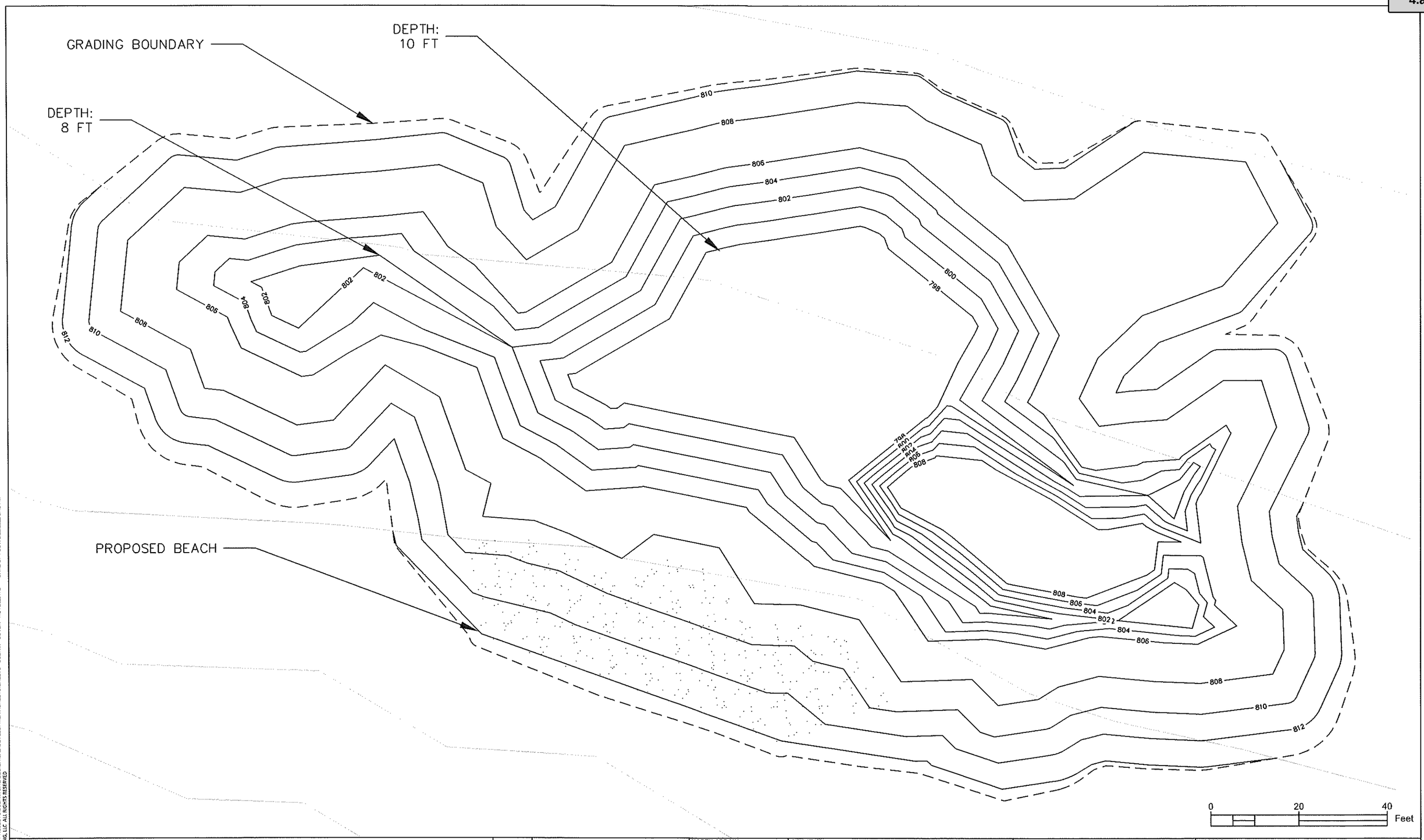
PREPARED BY:
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MSQUAREDENGINEERING.COM
CEDARBURG - (262) 376-4246

CLIENT:
PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

DRAWING TITLE: PROPOSED BUILDING GRA
SHEET:

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LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- GRADING BOUNDARY
- WETLAND
- PROPOSED BEACH
- FLOODPLAIN

DATE	DESCRIPTION OF REVISION

NORTH ARROW:

PROJECT:
BUDNIK SITE DESIGN
FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214
DATE: 04/21/2022
DRAWN BY: XX
CHECKED BY: M. HAHM

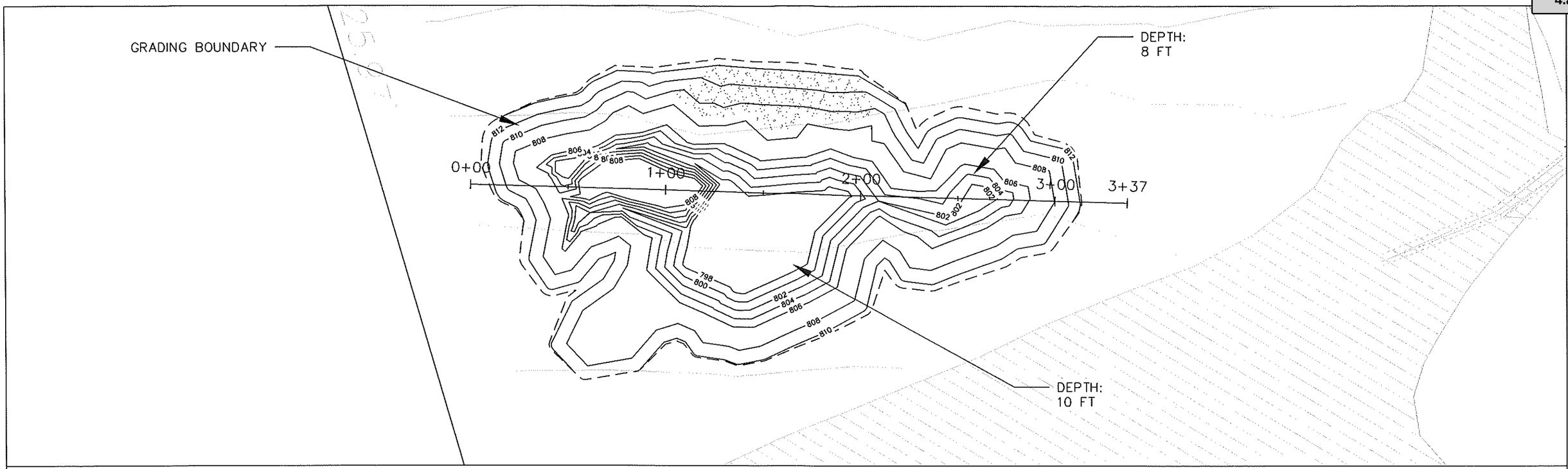
PREPARED BY:
M SQUARED ENGINEERING LLC
MSQUAREDENGINEERING.COM
CEDARBURG - (262) 376-4246

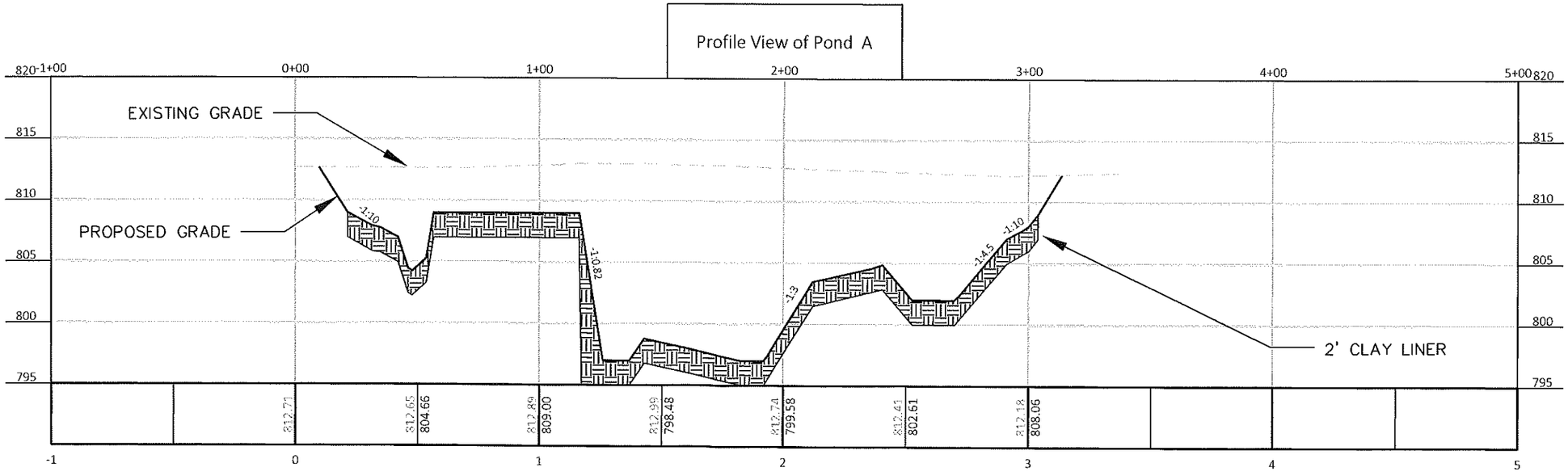
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PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

DRAWING TITLE: PROPOSED GRADING
SHEET:

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0 50 100 Feet

LEGEND

PROPERTY LINE
UTILITY EASEMENT
GRADING BOUNDARY
WETLAND
PROPOSED BEACH
FLOODPLAIN
PROPOSED CLAY LINER

DATE	DESCRIPTION OF REVISION

NORTH ARROW:

PROJECT:
BUDNIK SITE DESIGN
FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214
DATE: 04/21/2022
DRAWN BY: XX
CHECKED BY: M. HAHM

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

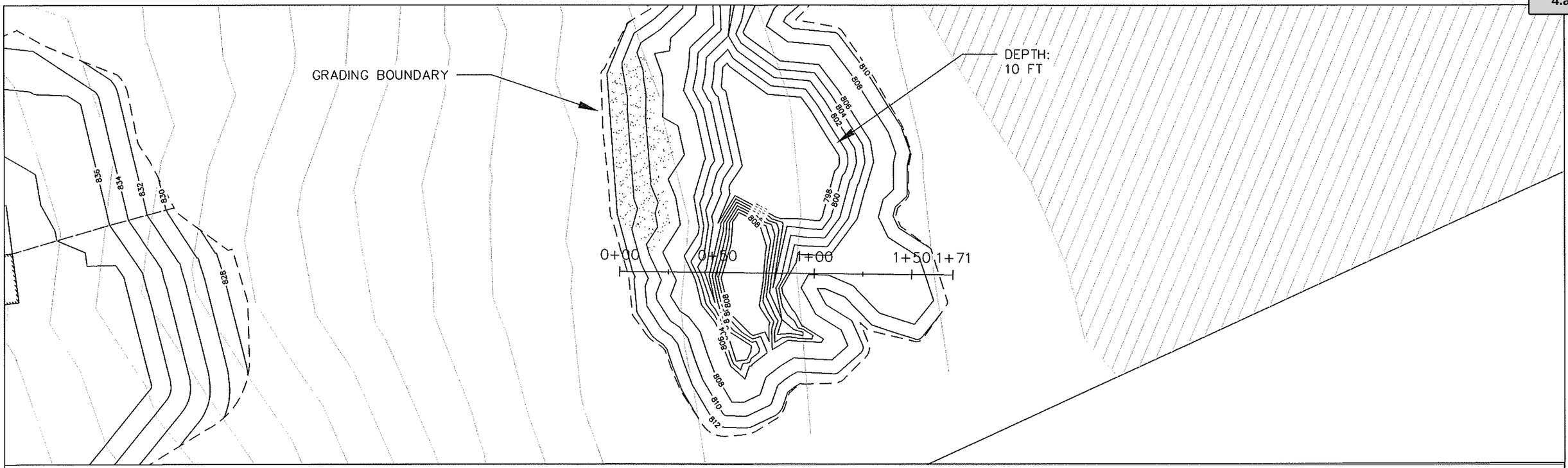
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PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

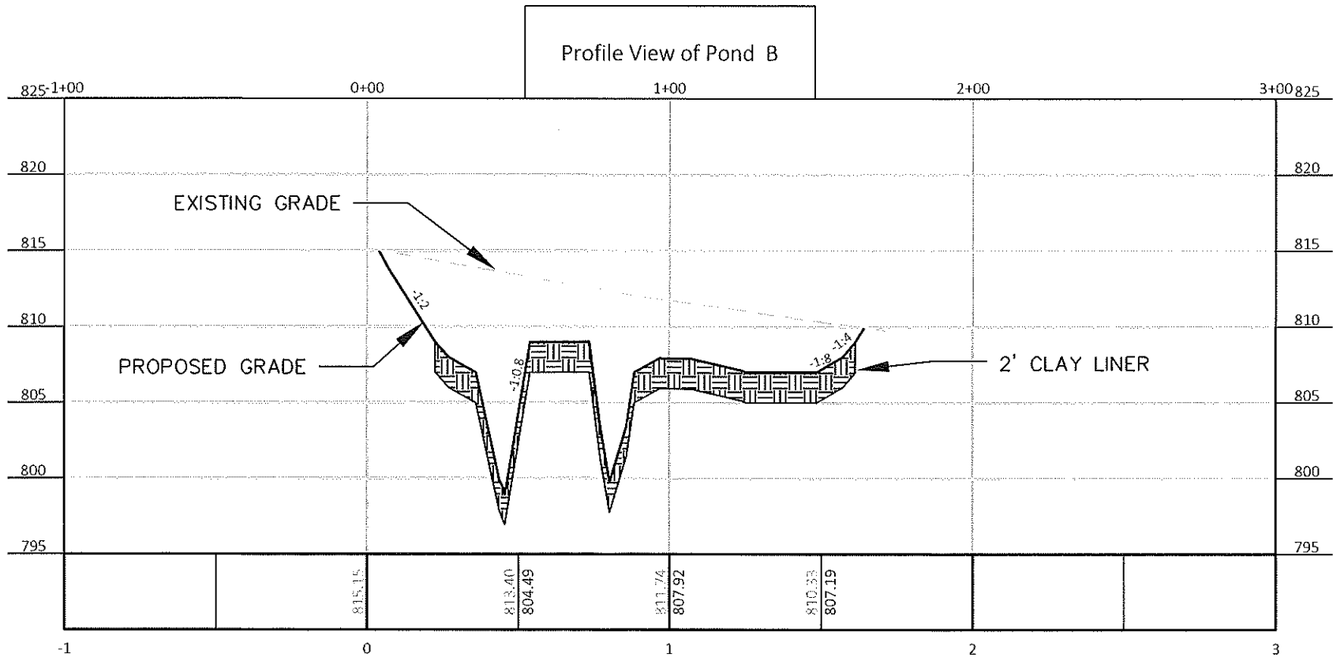
DRAWING TITLE:
POND PLAN & PROFILE (A)

SHEET:

PROJECTS\21-701-214 SMALL DESIGN PROJECTS\BUDNIK SITE DESIGN\CAD\DEVELOPMENT\SHEETS\SHEETS - BUDNIK - COVER - NOTES.DWG DATE OF PLOT: 5/23/2022 3:43 PM
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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)





0 50 100 Feet

LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- GRADING BOUNDARY
- WETLAND
- PROPOSED BEACH
- FLOODPLAIN
- PROPOSED CLAY LINER

DATE	DESCRIPTION OF REVISION

NORTH ARROW:

PROJECT: BUDNIK SITE DESIGN
FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214
DATE: 04/21/2022
DRAWN BY: XX
CHECKED BY: M. HAHM

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

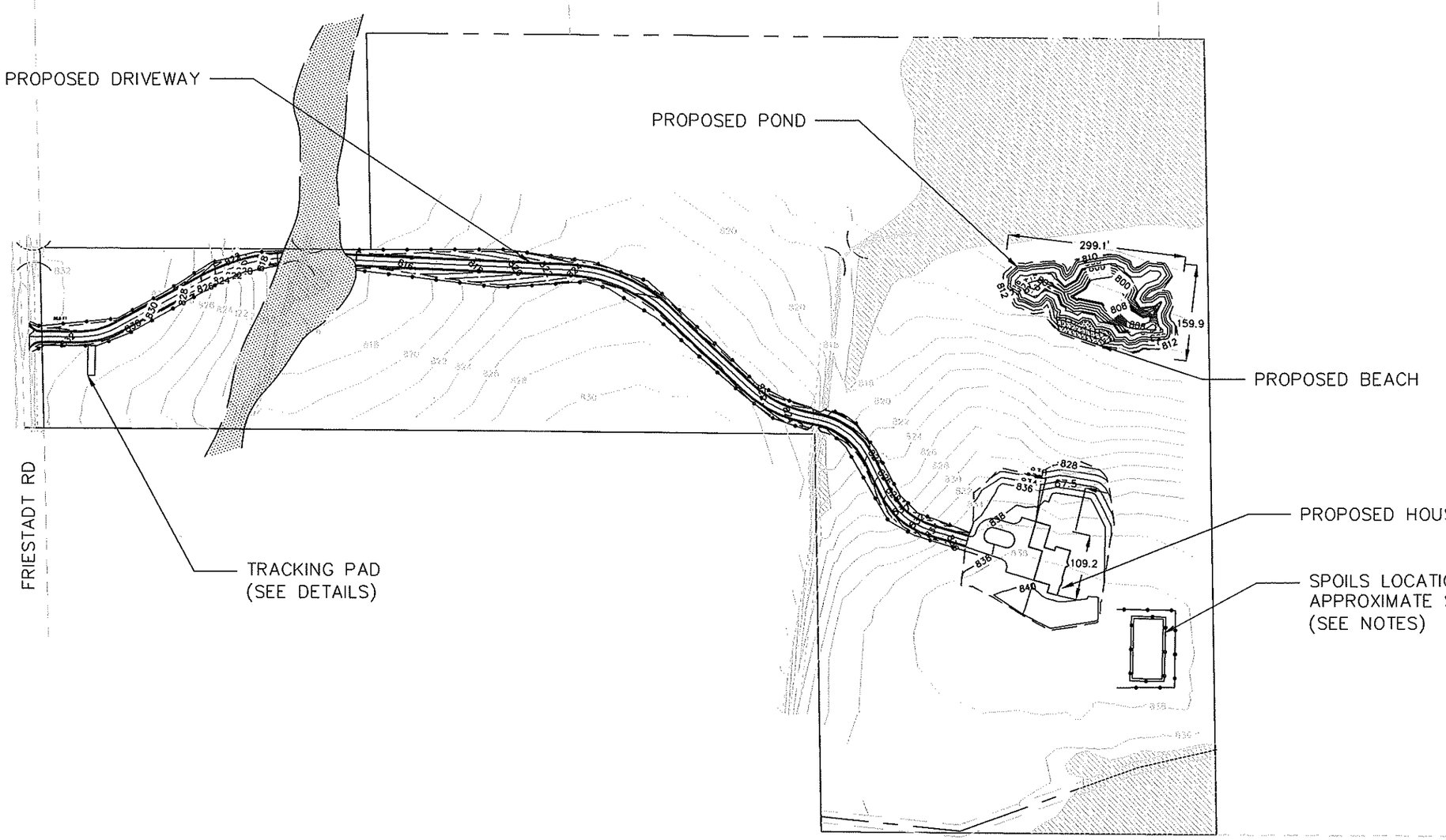
CLIENT:
PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

DRAWING TITLE: POND PLAN & PROFILE (B)

SHEET:

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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)



NOTE:
SPOIL LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY BE ADJUSTED UPON APPROVAL OF THE OWNER/ENGINEER. ALL EXCAVATION SHALL BE SPREAD ON SITE IN THE SPOIL LOCATION SHOW ON THE PLANS. MAX SLOPE OF SPOIL SHALL BE NO MORE THAN 8:1 UNLESS OTHERWISE APPROVED.

LEGEND

- PROPERTY LINE
- UTILITY EASEMENT
- GRADING BOUNDARY
- SILT FENCE
- PROPOSED BEACH
- FLOODPLAIN
- WETLAND

DATE	DESCRIPTION OF REVISION

NORTH ARROW:

PROJECT:
BUDNIK SITE DESIGN
FRIESTADT RD
MEQUON, WI 53092

PROJECT #: 21-701-214
DATE: 04/21/2022
DRAWN BY: XX
CHECKED BY: M. HAHM

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

CLIENT:
PETER AND ARIEL BUDNIK
5680 SUNNY POINT RD
GLENDALE, WI 53217

DRAWING TITLE: EROSION CONTROL PL
SHEET:

\\PROJECTS\21-701-214 SMALL DESIGN PROJECTS\BUDNIK SITE DESIGN\CAD\DEVELOPMENT\SHEETS\SHEETS - BUDNIK - COVER - NOTES.DWG DATE OF PLOT: 5/23/2022 3:44 PM
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Attachment: PacketDocs_Budnik (7439 : Peter Budnik)

City of Mequon

RECEIVED
MAY 23 2022
ENGINEERING DEPARTMENT
CITY OF MEQUON

Permit No. _____
Date Filed _____
Exp. Date _____
Fees Paid _____
Permit Closed _____

www.ci.mequon.wi.us

PUBLIC WORKS\ENGINEERING

Permit Application for Filling, Excavating and Berms

Engineering Division

PLEASE PRINT CLEARLY

Agent / Contact Name: Minal Halnn Phone #: 262-376-4246

Property Owner Name: Peter Budnik Phone #: _____

Agent Or Owner Contact Address: 5680 N. Sunny Point Rd, Glendale, WI 53209

Email Address: peterbudnik@gmail.com

Location Or Address Of Work Site: 11701 W. Friedstadt Rd.

Or: Description _____ 1/4 Section _____ T9N, R _____E

Tax Key No. _____

Subdivision _____ Lot _____ Block _____

Estimated Date Of Completion: July 2023

Reason For Fill/Removal/Excavation Residential Home Construction

Name Of Contact Other Than Applicant: Minal Halnn Phone #: 262-376-4246

FEE COMPUTATION

$60.00 – 0 – 250 C.Y.

$120.00 – 251 C.Y. – 1,000 C.Y.

PLAN COMMISSION REVIEW FEE . – > 1,000 C.Y. Total Fee $ 199

Total Cubic Yards To Be Deposited/Removed/Excavated 4,836.1 C.Y.*

** Over 1000 cubic yards and Berms greater than 4½- feet in height requires Planning Commission approval. Separate application to the next available Planning Commission meeting is necessary and review fees will be required upon submittal.*
Per Section 58-674 Erosion and Stormwater Runoff Control ordinance, any land disturbance greater than 4,000 s.f. will require an Erosion Control Permit.

SIGNED: _____ DATE: _____

Note: This is NOT a permit for work. Permit will be mailed to the applicant upon approval.

---- For Office Use Only ----

Haul Route Map Required ☐ *YES* ☐ *NO* ☐ *ATTACHED*
Erosion Control Permit Required ☐ *YES* ☐ *NO*

Department of Community Development Approval _____ *Date* _____
Engineering Division Approval _____ *Date* _____

Attachment: PacketDocs_Budnik (7439 : Peter Budnik)

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: **LAURIE MILLER,**

DATE: **June 27, 2022**

SUBJECT: **Rob Oldenbury for East Mequon IVA, LLC. The applicant is seeking master sign plan amendment to allow for sign location modifications for the properties located at 12100 & 12200 N. Corporate Parkway (The Pointe).**

Applicant:	Rod Oldenbury
Status of Applicant:	Property Owner
Requested:	Master Sign Plan Amendment
Existing Zoning:	Business Park
Land Use Plan:	Business Park
Lot size:	4.46 acres & 4.34 acres
Location:	12100 & 12200 N. Corporate Parkway
Tax Key Number:	#15-017-10-021.00 & #15-017-10-020.00
District:	#5

Background:
The applicant is requesting Planning Commission approval for a Master Sign Plan amendment for the multi-tenant building at 12100-12200 N. Corporate Pkwy (Exhibit 1). The parcel is located in the B-4 zoning district which requires Master Sign Plan approval for multi-tenant buildings with more than one wall sign. The original Master Sign Plan was approved by Plan Commission on March 9, 2020.

Master Sign Plan:
The Master Sign Plan proposes to relocate a west elevation sign area of the 12200 N. Corporate Pkwy building, from the right side to the left side of the south bank of doors. Please see Exhibit 2. No other changes have been proposed.

Staff Summary:
Staff supports the amendment to the Master Sign Plan because this will allow the sign to be located over the tenant space and closer to the tenant's shared entryway making it easier for visitors to locate the correct doorway.

Staff Recommendation:
Planning staff recommends **approval** of the Master Sign Plan based on the following:

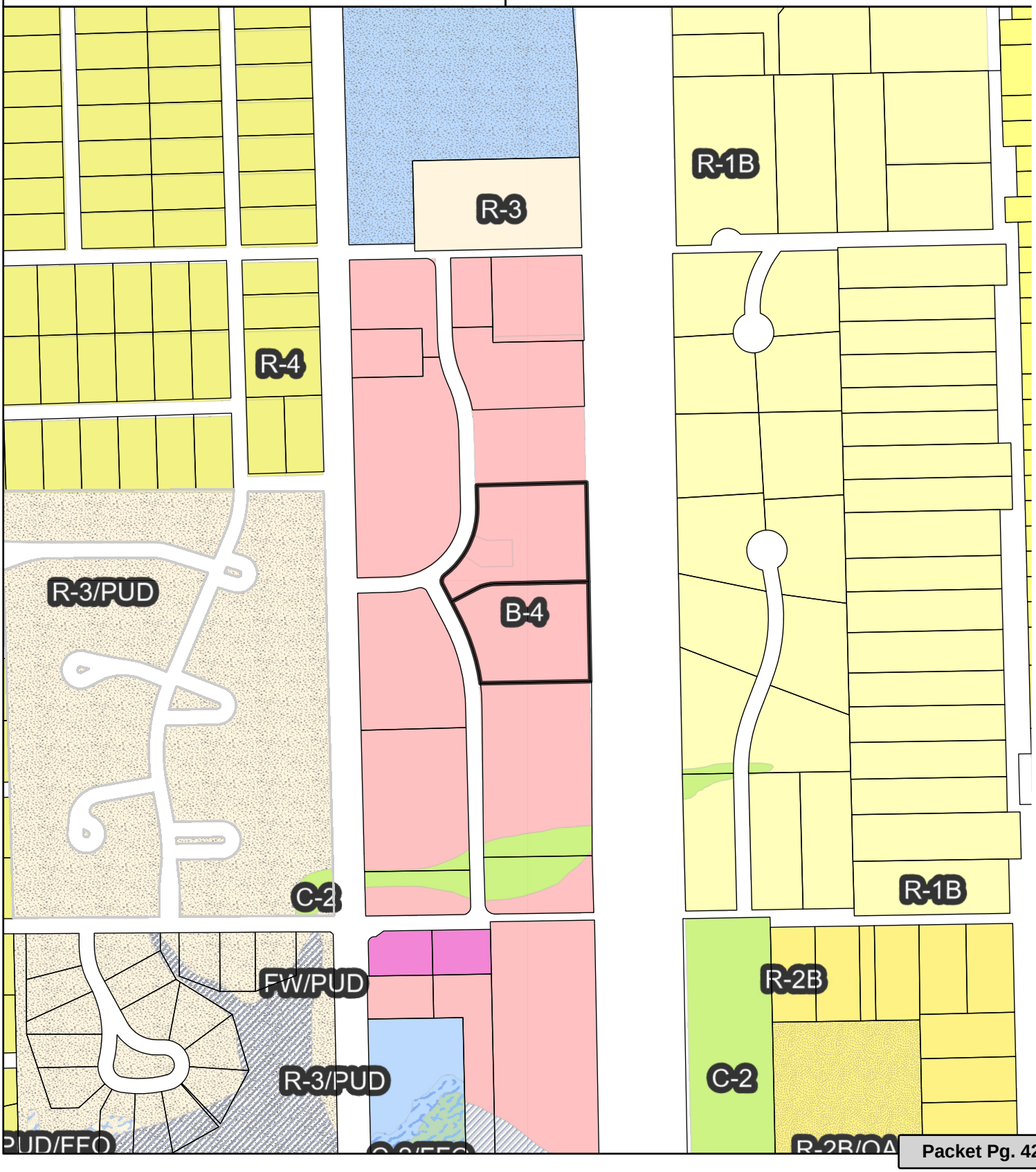
1. Sign permit approval is required for all signs.
2. All signs shall be installed per the locations shown.

3. For the tenant space with the exterior, individual entrance, one 30 square foot wall sign is permitted. For the main shared entrance, one wall sign up to 60 square feet is allowed. No additional wall signs shall be permitted on the west elevation.
4. The east façade wall signs shall not exceed 195 square feet in total.
5. All signs shall not exceed 20 feet in height (measured from grade to the top of the sign).
6. Each sign shall not exceed the “box” area shown on the plans.

Attachments:
PacketDocs_ThePointe (PDF)

THE POINTE MASTER SIGN PLAN AMENDMENT

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



Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

SIGN SPECIFICATIONS for THE POINTE (12100 & 12200 N. CORPORATE PKWY)

Wall Signage Specifications on the West Elevation:

Proposed locations, rendering and floor plan attached as **Exhibit A** (amended May 9, 2022). For the tenant space with the exterior, individual entrance, one 30 square foot wall sign is permitted. For the main shared entrance, one wall sign up to 60 square feet is allowed. No additional wall signs shall be permitted on the west elevation. All signs shall be installed per the locations shown, not to exceed the "box" area in **Exhibit A** (amended May 9, 2022) and not to exceed 20 feet in height (measured from grade to the top of the sign).

Letters: Individual upper and lower case block letters not more than 24" tall. Trademarks or logos will be allowed in conjunction with lettering. Font will be in standard tenant corporate font.

Mounting: If individual letters are used, letters shall be attached to building using channels or common raceways.

Color: Letters will be white. Logos may be in standard corporate colors.

Illumination: Individual letters and logos shall be internally illuminated.

Wall Signage Specifications on the East Elevation (I-43):

Proposed locations and rendering attached as **Exhibit A** (amended May 9, 2022). Per each building, maximum five (5) total I-43 wall signs and maximum one (1) I-43 wall sign per tenant. The east elevation wall signs shall not exceed 195 square feet in total. All signs shall be installed per the locations shown, not to exceed the "box" area in **Exhibit A** (amended May 9, 2022) and not to exceed 20 feet in height (measured from grade to the top of the sign).

Letters: Individual upper and lower case block letters not more than 24" tall. Trademarks or logos will be allowed in conjunction with lettering. Font will be in standard tenant corporate font.

Mounting: If individual letters are used, letters shall be attached to building using channels or common raceways.

Color: Letters will be white. Logos may be in standard corporate colors.

Illumination: Individual letters and logos shall be internally illuminated by halo glow method.

FREESTANDING ENTRY MONUMENT SIGNS

Each building will feature a freestanding monument sign at the driveway entry attached as **Exhibit B**.

FUTURE BUILDING (12100 N CORPOATE PARKWAY)

Since 12100 N Corporate Parkway is not yet constructed, if the building design changes, the City of Mequon reserves the right to require changes to the Master Sign Plan.

SIGN PERMITS

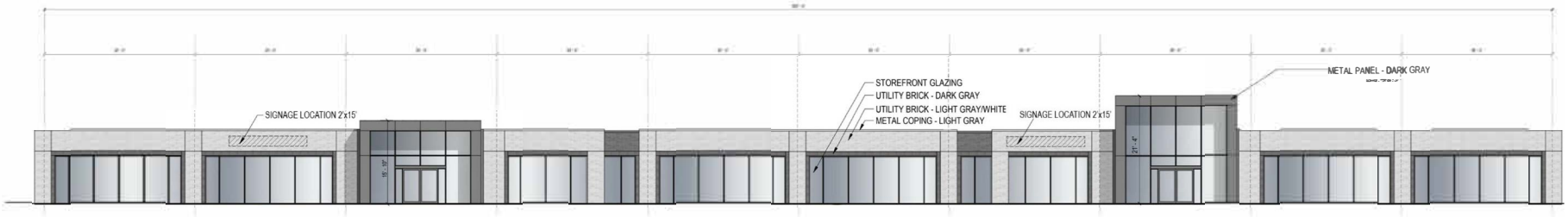
Sign permit approval is required for all signs.

Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

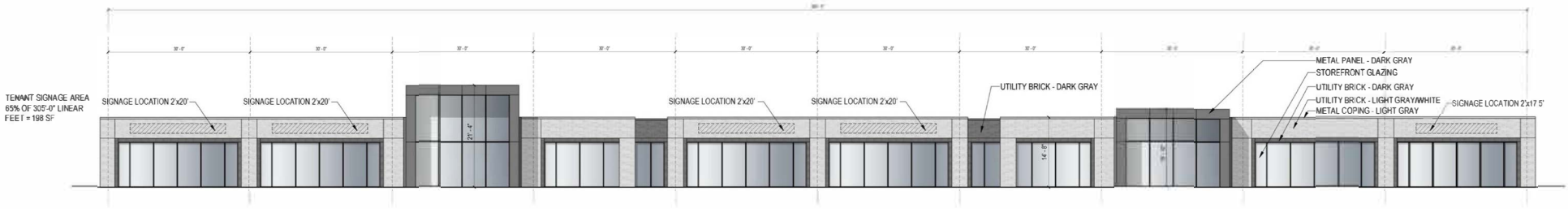
EXHIBIT A

WALL SIGNAGE

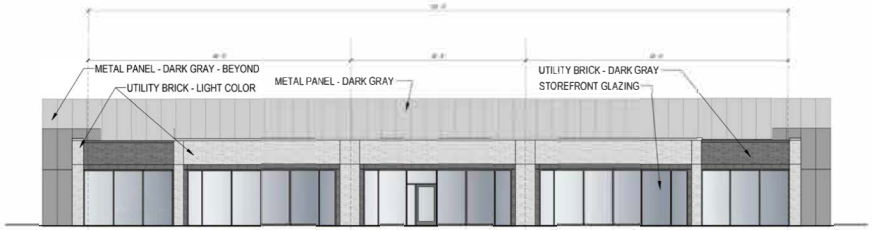
Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)



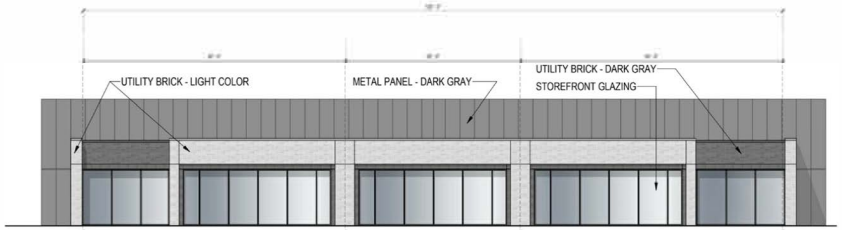
4 WEST ELEVATION
3/32" = 1'-0"



1 EAST ELEVATION
3/32" = 1'-0"



2 NORTH ELEVATION
3/32" = 1'-0"



3 SOUTH ELEVATION
3/32" = 1'-0"

12200 N. Corporate PKWY - AMENDED 5/9/22

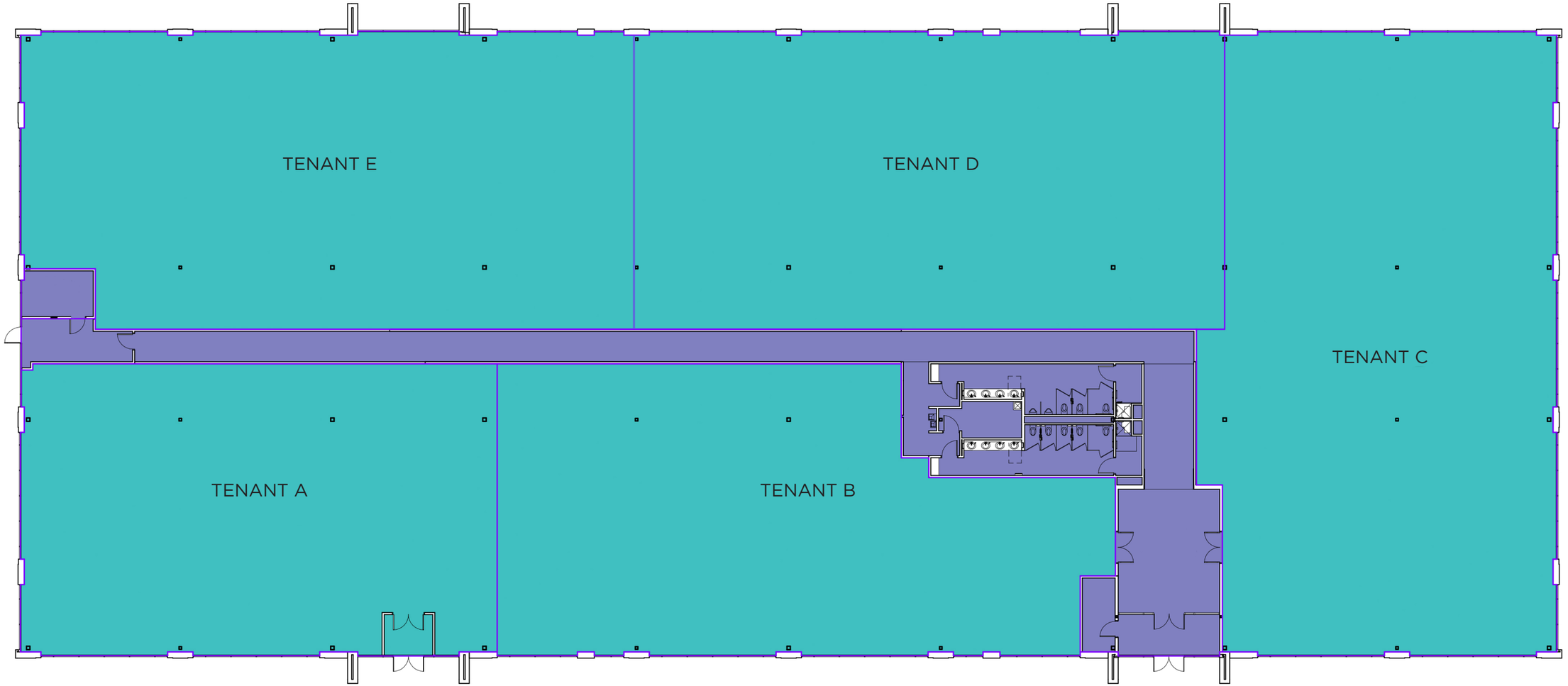
EXTERIOR ELEVATION

A002 | 04/10

Kahler Slater

Irgens
THE POINTE AT EAST MEQUON CORPORATE CENTRE

Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)



12200 N. Corporate PKWY

1 1ST FLOOR AREA PLAN
3/64" = 1'-0"

Building Common Area

Office Area

TRUE NORTH

PLAN NORTH

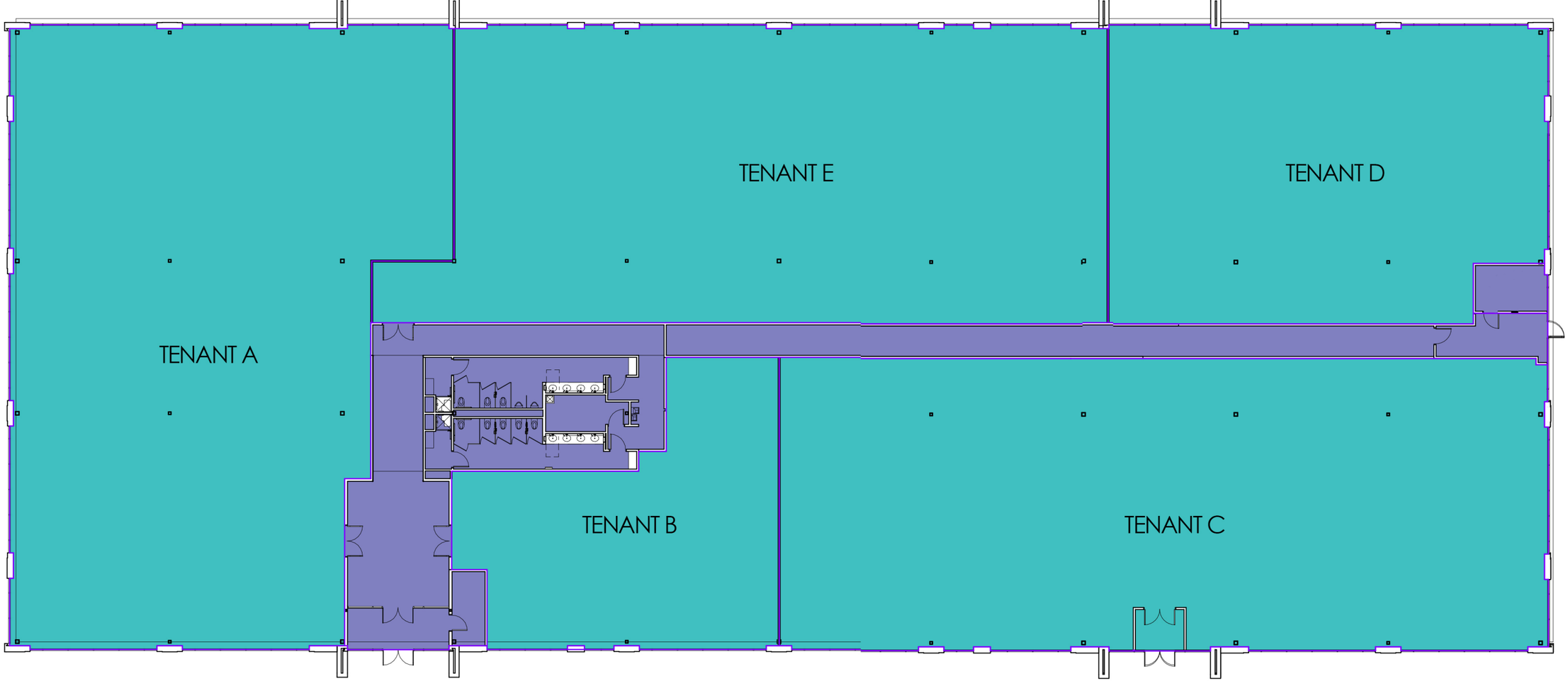
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Irgens
THE POINTE AT EAST MEQUON CORPORATE CENTRE

ASK018 | 12/31/19

Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)



12100 N. Corporate PKWY

1 1ST FLOOR
3/64" = 1'-0"

Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

HYPOTHETICAL 1ST FLOOR PLAI

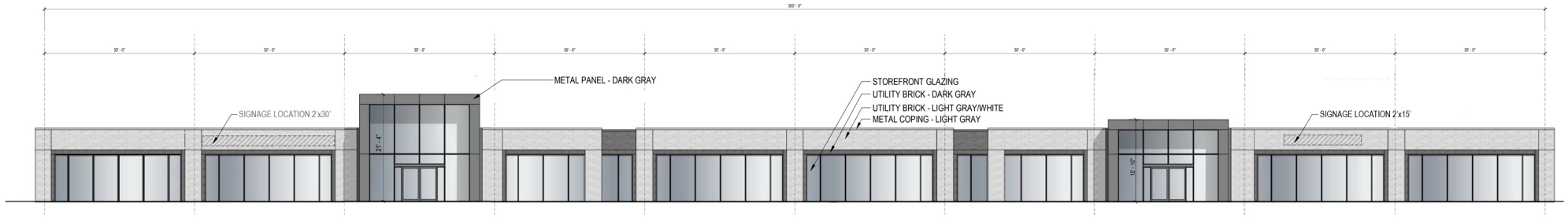
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RENDERING – WEST ELEVATION SIGNAGE (5/9/22 Amendment)

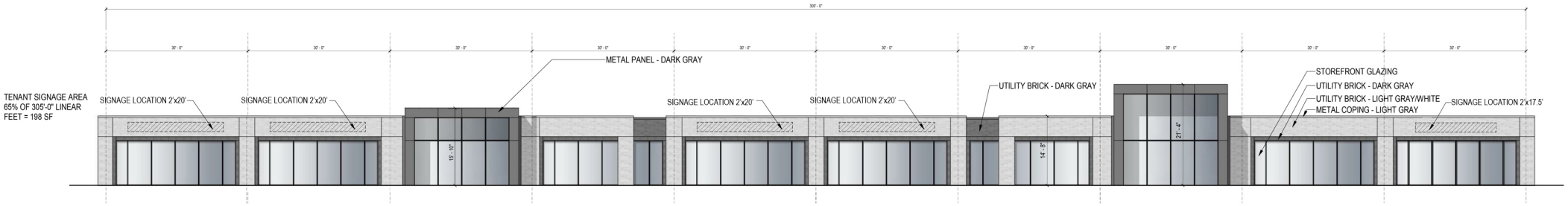
12200 N. Corporate PKWY



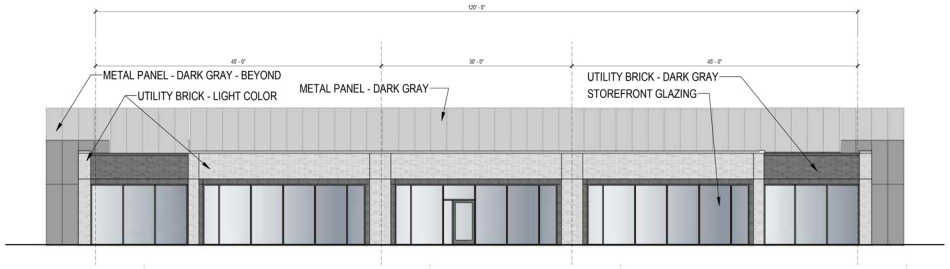
Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)



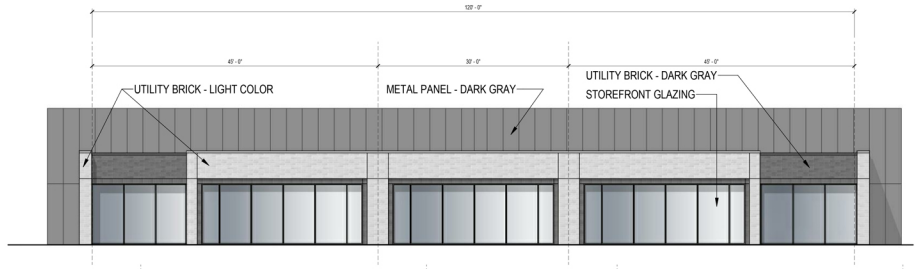
4 WEST ELEVATION
3/32" = 1'-0"



1 EAST ELEVATION
3/32" = 1'-0"



2 NORTH ELEVATION
3/32" = 1'-0"



3 SOUTH ELEVATION
3/32" = 1'-0"

12100 N. Corporate PKWY

EXTERIOR ELEVATION

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Irgens
THE POINTE AT EAST MEQUON CORPORATE CENTRE

A002 | 04/10/

Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

RENDERING – I-43 SIGNAGE

12200 N. Corporate PKWY



Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

EXHIBIT B

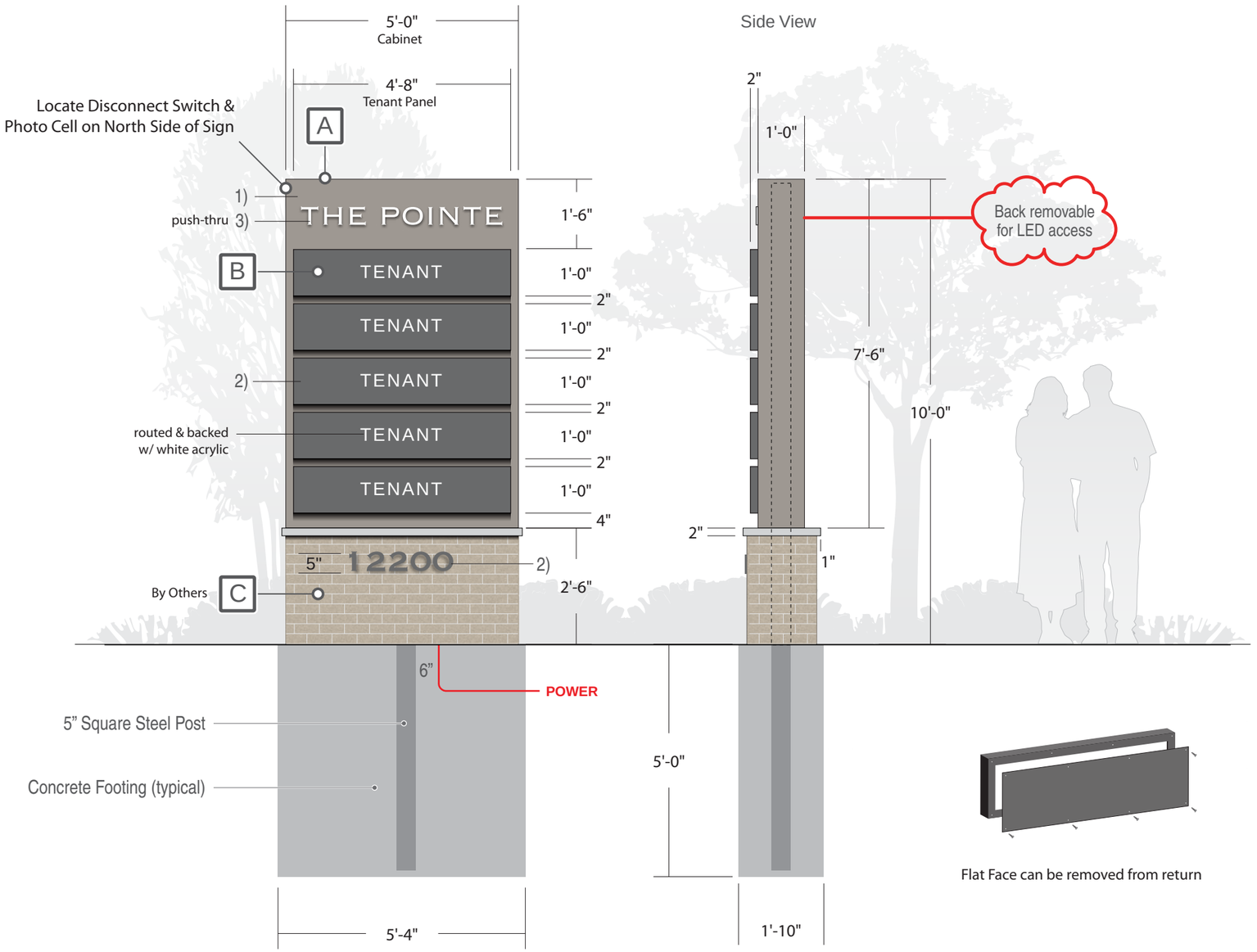
FREESTANDING ENTRY MONUMENT SIGNS

Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

Job # 1946-0699 CLIENT APPROVAL DRAWING

NOTE: This S/F Sign Faces Southwest

Typeface: Copperplate



Flat Face can be removed from return

Monument Concept #3 - Specification

One (1) Single Sided Monument Sign
Illuminated

(A) Primary Sign Cabinet:
Fabricated aluminum cabinet, 1/8" thick routed aluminum face, 3/4" thick clear acrylic push-thru header lettering with diffuser film on 1st surface, internal white LED illumination.

(B) Tenant Panels:
2" deep fabricated aluminum pan faces, 1/8" thick routed aluminum faces backed with white acrylic, internal white LED illumination

(C) Base
Masonry base provided by client. Lemberg to provide and install 1/4" thick flat cut aluminum address numerals stud mounted flush, painted to match tenant panels.

Mounting Method:
Sign cabinet to saddle mount onto 5" square steel center post. Lemberg to coordinate with masonry.

Colors:
1) Paint, "Fog Bank" MP12534
2) Paint, "Neptunian Grey" MP13915
3) 3M Diffuser Film, White 3635-70 (60%)

Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

LEMBERG SIGNS
4085 North 128th Street
Brookfield, WI 53005
p. 262-781-1500
www.LembergElectric.com

Client: Irgens / The Pointe at East Mequon Corporate Centre
Location: 12200 N. Corporate Parkway
City: Mequon, WI 53092

Sales Representative: Gary Wenzel
Project Manager: Ramona Marenda
Designer: Eric Bailey / Mark Mayzik

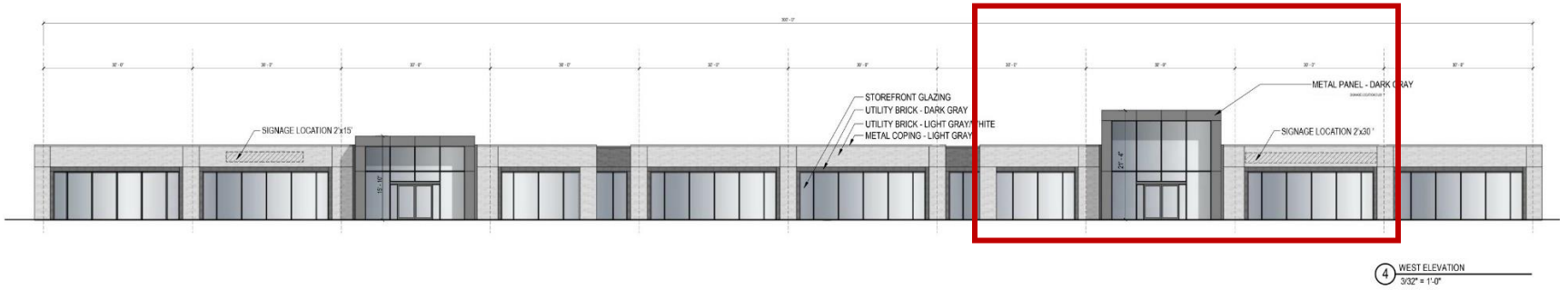
Scale: 3/8"=1'
Paper Size: 11x17
Signature / Date:

Client / Location or Project / Sign Classification / Version# or Sheet / Revision# / Drawing Status: Pointe_MON_v2_r06_CA
Date: 9-11-19

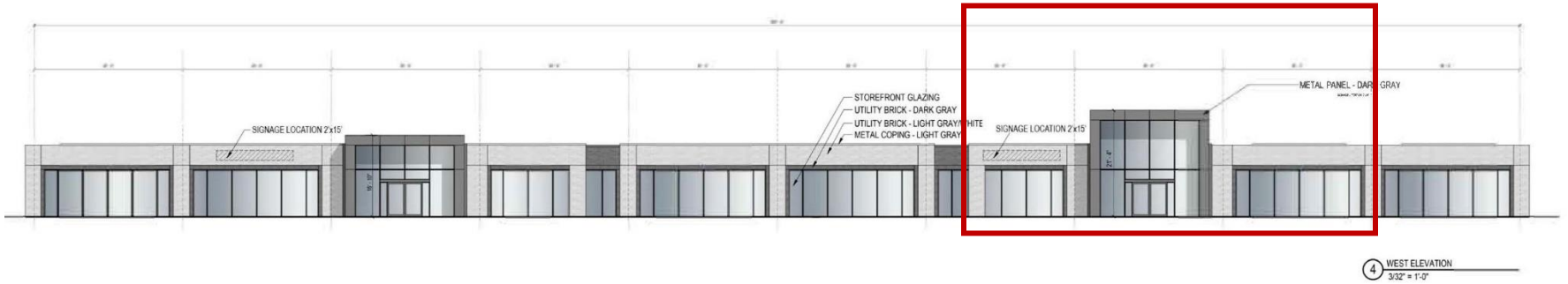
These designs are the exclusive property of Lemberg Electric Inc. Use or duplication without expressed written permission of Lemberg Electric Inc. Is prohibited. Drawings are for conceptual use only. The document represents an approximation of materials & colors. Actual product colors may va

EXHIBIT 2

West Elevation – Approved March 9, 2020



Proposed Sign Location Change for West Elevation



Attachment: PacketDocs_ThePointe (7457 : Rob Oldenbury)

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: **LAURIE MILLER,**

DATE: **June 27, 2022**

SUBJECT: **Gan Ami Mequon. The applicant is seeking building and site plan amendment approval to allow for a 638 sq. ft. addition to the existing building for the property located at 10813 N. Port Washington Road.**

Applicant:	Greg Schumacher for Cityscape Architecture
Status of Applicant:	Agent
Requested:	Building and Site Plan Amendment
Existing Zoning:	IPS (Institutional and Public Service)
Lot size:	1.33 acres
Location:	10813 N. Port Washington Road
Tax Key Number:	#15-030-04-005.00
District:	#6

Background:
The applicant is requesting building and site plan approval for an addition to the existing building at 10813 N. Port Washington Road. The addition will allow the daycare center to expand its ability to provide services to an additional eight to ten children and increase staffing by three people.

Site Plan:
The applicant has proposed a 638 square feet addition to the northwest corner of the existing building. The addition will consume a small portion of the existing playground. No additional expansion of the playground has been proposed.

No additional parking will be required to serve the increase in clients and staff.

The existing landscaping meets code requirements, and no additional landscaping will be required.

Building Design:
The existing building materials include brick on the facade, vinyl windows, and standard roof shingles. The façade, windows, and roofing materials on the addition will match the color and materials on the existing building. The roofline will tie into the existing roofline creating a seamless transition from old to new structure.

No exterior lighting is proposed for the addition.

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

No access or utility modifications are proposed with the project.

There is no indication of wetlands on the site.

The proposed addition will add 561 square feet of impervious surface. The existing impervious surface on the site is covered by a stormwater management plan. Prior to the issuance of a building permit, the applicant shall submit a technical memo, stamped by a professional engineer, confirming that the site will conform to the originally approved storm water management plan with the addition of the impervious surface.

If changes to the site's storm water management plan are required, the professional engineer should indicate what changes need to be made and the improvements will be subject to a drainage financial guarantee in accordance with City ordinance 58-677.

Prior to building permit issuance, the owner shall submit a Storm Water Maintenance and Easement Agreement for the existing BMPs on the property as well as any required modifications. A template Storm Water Maintenance and Easement Agreement will be provided to the applicant following the Planning Commission meeting.

A Filling and Excavation permit is not required unless total amount of filling and excavation exceeds 1,000 cubic yards.

If the proposed improvements disturb an area greater than 4,000 square feet, a City of Mequon Erosion Control Permit is required. The permit is required prior to the issuance of a building permit.

Staff Recommendation:

Staff Comment:
Planning staff recommends **approval** of the building and site plan approval based on the following conditions:

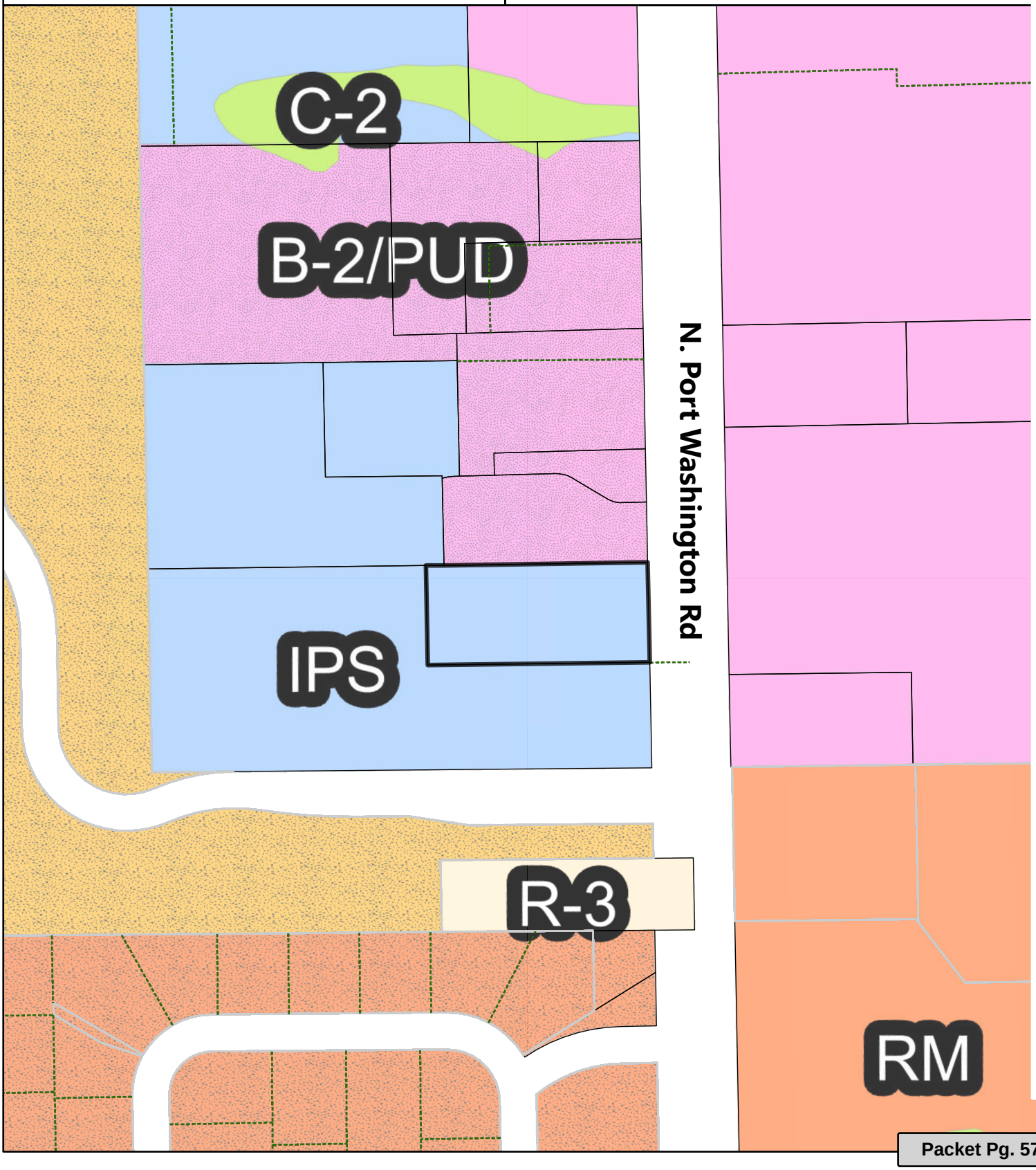
1. Staff review and approval of final site and building prior to issuance of permits. The applicant shall submit such plan within 60 days of Planning Commission action or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.
2. Submittal of a technical memo, stamped by a professional engineer, confirming that the site will conform to the originally approved storm water management plan with the addition of the impervious surface, or proposed changes to the storm water management plan including modification to the existing or addition of new Best Management Practices subject to a drainage financial guarantee and storm water management plan update. All are subject to City approval.
3. Submittal and City Attorney approval of a Stormwater Maintenance and Easement Agreement for any existing and proposed BMPs on the property.
4. Application for and approval of a City Filling and Excavation Permit, if applicable.
5. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit, if applicable.

6. If a drainage financial guarantee is required, the applicant shall deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678. The storm water management plan shall also be revised and submitted to the City.

Attachments:
PacketDocs_GanAmi (PDF)

GAN AMI MEQUON BUILDING AND SITE PLAN AMENDMENT

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



Attachment: PacketDocs_GanAmi (7453 : Gan Ami Mequon)

Harry & Rose Samson Family
Jewish Community Center
6255 N. Santa Monica Blvd. | Milwaukee, WI 53217

p 414-964-4444
f 414-964-0922
e info@jccmilwaukee.org
w jccmilwaukee.org

Harry & Rose Samson Family Jewish Community Center locations:
Karl Jewish Community Campus

Gan Ami – Karl Campus Whitefish Bay

Linda & Fred Wein Center for Gan Ami Early Childhood Mequon

Albert & Ann Deshur JCC Rainbow Day Camp

Hy & Richard Smith JCC Water Park

Daniel M. Soref Education & Retreat Center

Steve & Shari Sadek Family Camp Interlaken JCC

Jewish Community Pantry

Nancy Kennedy Barnett
Chair

Steven Arenzon
Vice Chair

David Cohn
Vice Chair

Michele Ellner
Vice Chair

Reenie Kavalar
Vice Chair

Ryan O'Desky
Vice Chair

Sheryl Rubin
Vice Chair

Alexandra Rose
Secretary/Treasurer

Mark Shapiro
President & CEO

Affiliated with the JCCA of North America, a partner in serving the community with the Milwaukee Jewish Federation and a beneficiary agency of The United Way of Greater Milwaukee and Waukesha County

To: Mequon Plan Commission

Quality early childhood education continues to be a need in our community and the demand for our services specifically at Gan Ami Mequon continues to grow each year. We are looking to expand the footprint of our school by a minimum of 8-10 children and 3 staff. This will not only to meet that demand, but also to continue to provide quality programing for our children and families. The addition will ensure a large, safe and practical large motor/multipurpose room for all ages of children to use for a variety of indoor programming options as well as additional classroom space giving us the ability to serve more families who are in need of care.

From:

Jewish Community Center
via Karen Faust

Karen M. Faust

Date: May 19, 2022

Attachment: PacketDocs_GanAmi (7453 : Gan Ami Mequon)

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ARCHITECTURE/
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13700 W. GREENFIELD AVE
BROOKFIELD, WI 53005
262-370-5865
www.cityscapearchitecture.com

June 7, 2022

To: Jac Zader
Assistant Director of Community Development
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

RE: Gan Ami Plan Commission Submittal
10813 North Port Washington Road
Mequon, WI 53092

Jac,

Gan Ami is proposing a 638 sf addition to the north west corner of the existing building. This addition will allow the day care to expand its ability to provide services to an additional eight to ten children along with 3 staff.

The exterior of the addition will match the exiting colors and materials of the existing building. The façade will be brick with vinyl windows to match existing. Soffits and fascia will be prefinished aluminum to match existing. The new roof will tie into the existing room and covered with shingles to match existing.

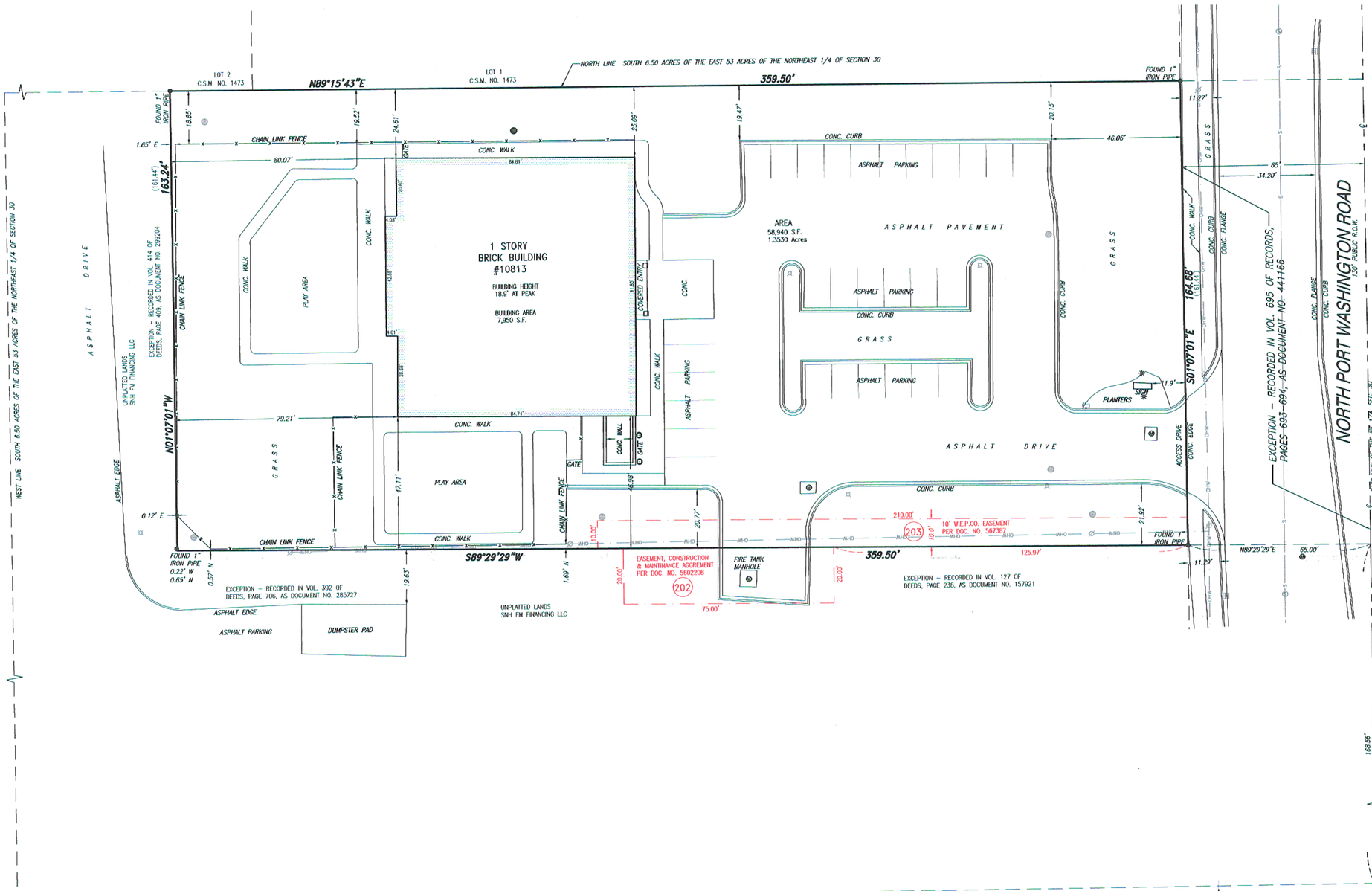
The new addition and site work will add 645 sf of additional impervious area which sets the green space area of the site at 49%. Well above the minimum required area.

Sincerely

Greg Schumacher

Attachment: PacketDocs_GanAmi (7453 : Gan Ami Mequon)

ALTA/NSPS LAND TITLE SURVEY



CLIENT
Harry and Rose Samson Family Jewish

SITE ADDRESS
10813 North Port Washington Road, City of Mequon, Ozaukee County, Wisconsin.

LEGAL DESCRIPTION
The South 6.50 acres of the East 53 acres of the Northeast 1/4 of Section 30, in Township 9 North, Range 22 East, in the City of Mequon, in the County of Ozaukee and State of Wisconsin, excepting therefrom that portion deeded to John A. Clemens and Elizabeth Clemens, husband and wife, in Volume 127 of Deeds, Page 238, as Document No. 157921; also excepting that portion deeded to John A. Clemens and Elizabeth Clemens, in Volume 392 of Records, Page 706, as Document No. 285727; also excepting that portion deeded to John A. Clemens and Elizabeth Clemens, in Volume 414 of Records, Page 409, as Document No. 299204; and also excepting that portion deeded to City of Mequon in Volume 695 of Records, Pages693-694, as Document No. 441166.

BASIS OF BEARINGS
Bearings are referenced to the Wisconsin State Plane Coordinate System (South Zone), in which the East line of the NE 1 /4 bears N01°07'01"W.

TITLE COMMITMENT
This survey was prepared based on Knight Barry Title Group Commitment No. 897033, effective date of May 19, 2017 which lists the following easements and/or restrictions from schedule B-II:

1, 5, 6, 7 & 8 visible evidence shown, if any.

2, 3, 4, 100 & 400 not survey related.

200. Utility Easement and other matters contained in the instrument recorded September 22, 1927 in Vol 7 Misc, Page 391 as Document No. 95352. Affects property by location, general in nature, cannot be plotted.

201. Utility Easement and other matters contained in the instrument recorded September 20, 1961 in Vol 20 Misc, Page 46 as Document No. 187392. Affects property by location, general in nature, cannot be plotted.

202. Easement, Construction and Maintenance Agreement and other matters contained in the instrument recorded June 26, 1996 in Vol 987, Page 318 as Document No. 560208. Amendment to Easement, Construction and Maintenance Agreement and other matters contained in the instrument recorded February 3, 1997 in Vol 1016, Page 583 as Document No. 571798. Affects property by location, shown.

203. Utility Easement and other matters contained in the instrument recorded October 29, 1996 in Vol 1005, Page 258 as Document No. 567387. Affects property by location, shown.

PARKING SPACES
There are 29 regular parking spaces marked on this site.

FLOOD NOTE
According to the flood insurance rate map of the County of Ozaukee, Community Panel No. 550079C0033E, effective date of September 26, 2008, this site falls in Zone X (Areas determined to be outside the 0.2% annual chance floodplain).

MUNICIPAL ZONING
Municipal Code: Sec. 58-353
Site is zoned: IPS (Institutional and Public Service District)
Front setback: 95 feet
Side setback: 20 feet
Rear setback: 20 feet
Maximum building height: 42 feet

LAND AREA
The Land Area of the subject property is 58,940 square feet or 1.3530 acres.

LEGEND

- INDICATES FOUND 1" IRON PIPE
- INDICATES SET 1" IRON PIPE
- INDICATES FOUND CHISELED CROSS
- SANITARY MANHOLE
- SANITARY CLEANOUT OR VENT
- M.I.S. MANHOLE
- UNKNOWN MANHOLE
- STORM MANHOLE
- INLET (ROUND)
- INLET (SQUARE)
- CURB INLET
- STORM SEWER END SECTION
- GAS VALVE
- GAS METER
- WATER VALVE
- HYDRANT
- WATER MANHOLE
- WATER SERVICE CURB STOP
- WELL HEAD
- STAND PIPE
- WALL INDICATOR VALVE
- POST INDICATOR VALVE
- LIGHT POLE
- SPOT/YARD LIGHT
- UTILITY POLE
- GUY POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE PEDESTAL
- CONTROL BOX
- FIBER OPTIC SIGN
- TRAFFIC LIGHT
- COMMUNICATION MANHOLE
- BOLLARD
- SOIL BORING/MONITORING WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- FLAGPOLE
- PARKING METER
- SIGN
- MAILBOX
- RAILROAD CROSSING SIGNAL
- HANDICAP SPACE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SANITARY SEWER
- STORM SEWER
- WATERLINE
- MARKED GAS MAIN
- MARKED ELECTRIC
- OVERHEAD WIRES
- MARKED TELEPHONE
- MARKED CABLE TV LINE
- MARKED FIBER OPTIC
- FENCE

VICINITY MAP



GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

TO: **Harry and Rose Samson Family Jewish Community Center, Inc., a Wisconsin non-stock corporation**
Knight Barry Title Group
Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(c), 8, 9, 20 and 22 of Table A thereof. The field work was completed on June 1, 2017.

Date of Map: June 2, 2017.

WISCONSIN DONALD C. CHAPUT S-1316 MILWAUKEE WI LAND SURVEYOR

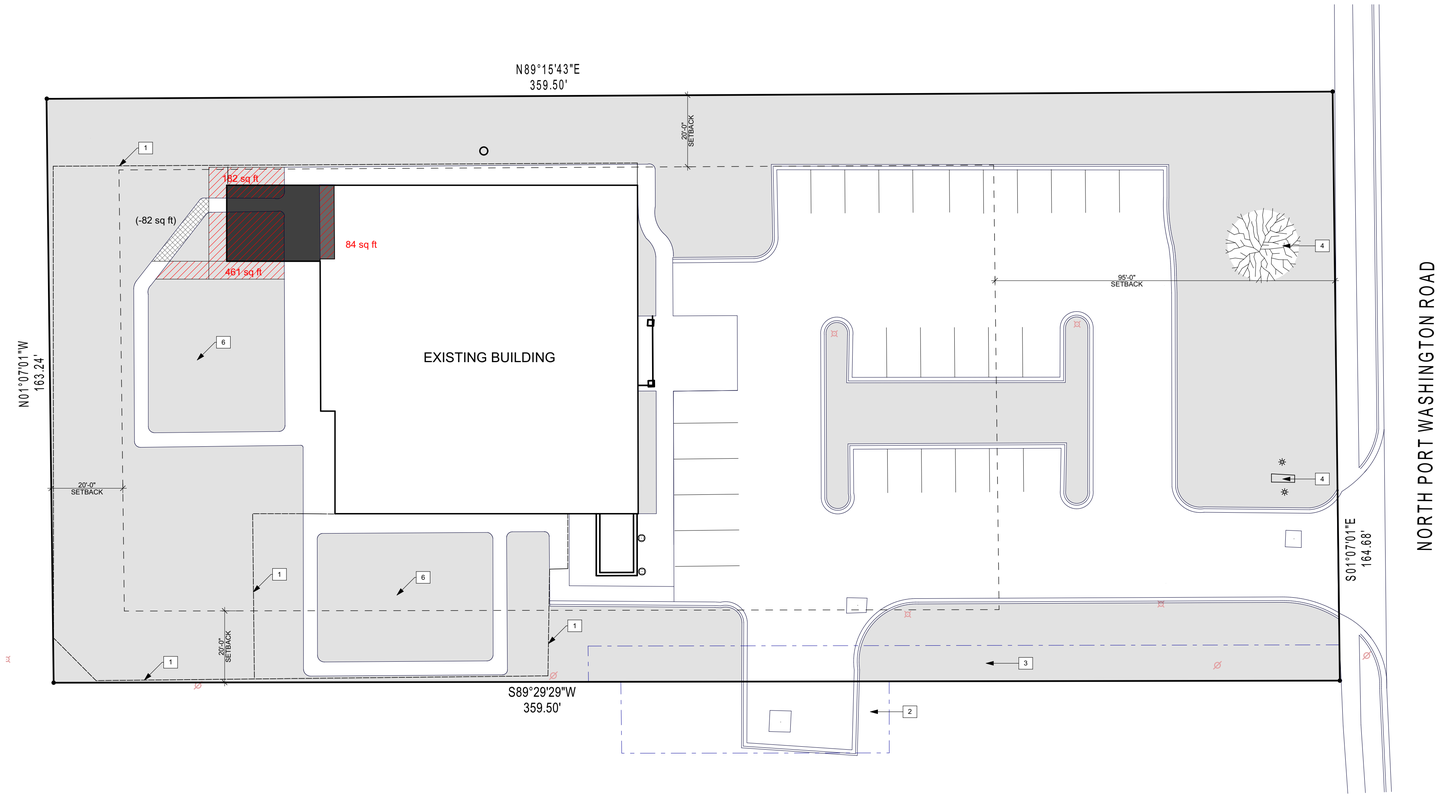
Donald C. Chaput
Professional Land Surveyor
Registration Number S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

Drawing No. 2603-far

CHAPUT LAND SURVEYS LLC

Attachment: PacketDocs_GanAmi (7453 : Gan Ami Mequon)



ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

NORTH

SITE PLAN NOTES

- EXISTING SIDEWALK TO BE REMOVED AND AREA SEEDED
- EXISTING PERVIOUS AREA TO BE COVERED WITH BUILDING ADDITION OR SIDEWALK
- EXISTING PERVIOUS AREA TO REMAIN
- NEW BUILDING ADDITION

1. EXISTING FENCING TO REMAIN
2. EXISTING EASEMENT PER DOC NO. 5602208
3. EXISTING 10' W.E.P.CO. EASEMENT PER DOC NO. 567387
4. EXISTING MONUMENT SIGN
5. NEW TREE PER MEQUON SPECIFICATIONS
6. EXISTING PLAY AREA

SITE AREA INFORMATION

ZONING = IPS

BUILDING HEIGHT MAX = 42'

SETBACK FROM STREET = 95'

SETBACK REAR AND SIDE = 20'

OPEN SPACE RATIO = 30%

EXISTING SITE AREA = 58,940 SF

PROPOSED PERVIOUS AREA = 29,106 SF (645SF ADD)

GREEN SPACE PERCENTAGE = 49%

PARKING SPACES REQUIRED = 24 (29 PROVIDED)

MAX EMPLOYEES AT PEAK TIME = 16 (16 PARKING SPACES)
MAX STUDENTS AT PEAK TIME = 47 (8 PARKING SPACES)

TOTAL BUILDING AREA INCLUDING ADDTION = 8,587 SF

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ARCHITECTURE/
DEVELOPMENT, S.C.
13700 W. GREENFIELD AVE
BROOKFIELD, WI 53005
262-370-5865
www.cityscapearchitecture.com

CONSULTANTS:

GAN AMI DAYCARE

10813 NORTH PORT WASHINGTON RD MEQUON, WI 53092

DRAWING ISSUE — DATE
PLAN COMMISSION SET — 5-11-22

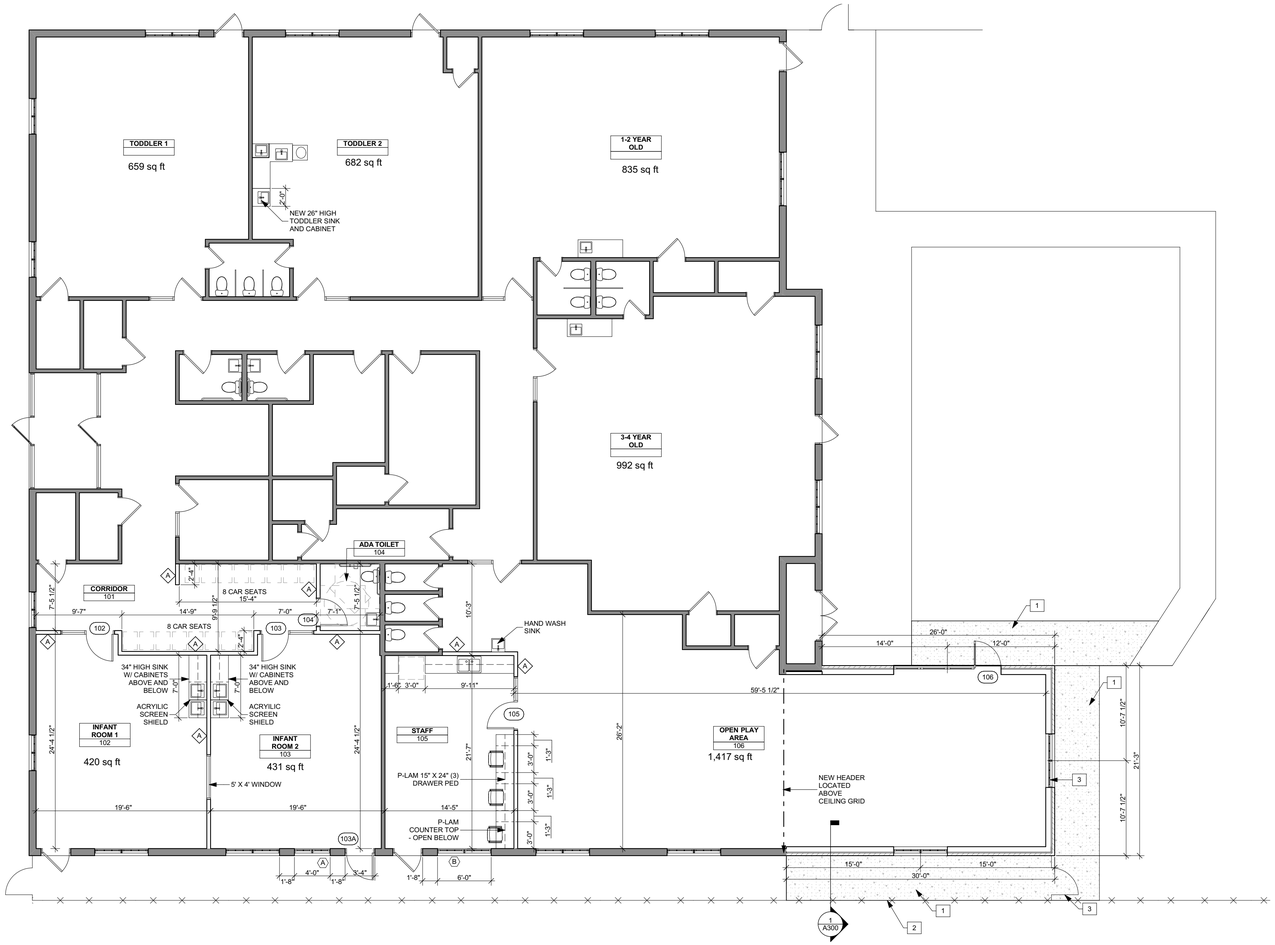
PROJECT # 22041

SITE PLAN

A001

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Attachment: PacketDocs_GanAmi (7453 : Gan Ami Mequon)



1 A100 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH

GENERAL FLOOR PLAN NOTES

1. IF ANY PORTION OF THE CONSTRUCTION DOCUMENTS ARE UNCLEAR, INCOMPLETE IN THEIR DIRECTION, OR CONFLICTS WITH OTHER PORTIONS OF THE WORK; PLEASE NOTIFY THE ARCHITECT PRIOR TO EXECUTING THAT WORK.
2. NOTIFY ARCHITECT PROMPTLY IF THE CONSTRUCTION DOCUMENTS ARE INCONSISTENT WITH ANY APPLICABLE CODES OR REGULATIONS.
3. INSTALL BLOCKING IN WALLS, CEILING AND FLOORS AS REQUIRED FOR THE ATTACHMENT OF ANY ITEMS OR EQUIPMENT SHOWN IN THE CONSTRUCTION DOCUMENTS.
4. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD PRIOR TO EXECUTION OF WORK.
5. TYPICAL FLOOR PLAN DIMENSIONS ARE SHOWN TO THE EXTERIOR FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. COORDINATE EXACT LOCATION OF LIGHT FIXTURES, ACCESS PANELS, SPEAKERS, HVAC DUCTS, GRILLS, DIFFUSERS AND OTHER SUCH CEILING ITEMS WITH MECHANICAL, ELECTRICAL, AND OTHER PERTINENT TRADES. NOTIFY ARCHITECT IF ANY LOCATIONS OR CONDITIONS CONFLICT WITH THE DESIGN INTENT SHOWN IN THESE CONSTRUCTION DOCUMENTS.

FLOOR PLAN NOTES

- EXIT SIGN
- FE — FIRE EXTINGUISHER
- EXISTING TO REMAIN
- NEW PARTITION - SEE GRAPHIC WALL SCHEDULE
- 1 — NEW CONCRETE WALKWAY
- 2 — PROVIDE NEW FENCE TO MATCH EXISTING TO END OF NEW CONCRETE WALKWAY
- 3 — RELOCATED EXISTING FENCE GATE
- 4 — EXISTING RELOCATED WINDOW

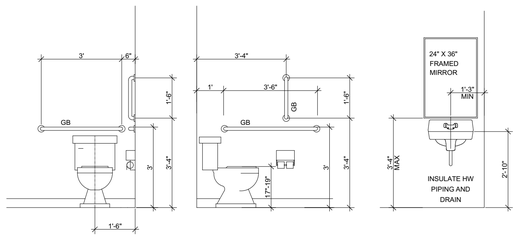
GRAPHIC WALL TYPES

SCALE: 1" = 1'-0"

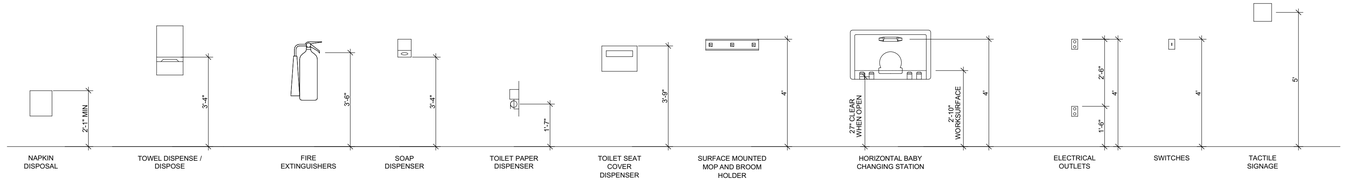
WALL TYPE - GENERAL NOTES

1. ALL DIMENSIONS TO FINISH FACE OF PARTITON
2. PROVIDE BLOCKING IN WALLS WHERE REQURIED
3. TAPE AND MUD GYPSUM WALL BOARD FULL HEIGHT ON ALL WALLS.
4. GYPSUM BOARD WALLS RECEIVING PAINT ARE TO BE FINISHED TO A LEVEL 4 FINISH
5. USE MOISTURE RESISTANT GYPSUM WALL BOARD AT ALL WATER WALLS.

TYPE A
EXTEND ENTIRE ASSEMBLY TO UNDERSIDE OF STRUCTURE ABOVE



2 A100 ADA MOUNTING HEIGHTS
SCALE: 3/8" = 1'-0"



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CONSULTANTS:

GAN AMI DAYCARE

10813 NORTH PORT WASHINGTON RD MEQUON, WI 53092

DRAWING ISSUE	DATE
PLAN COMMISSION SET	5-11-22

PROJECT # 22041

FIRST FLOOR PLAN, WALL TYPES

A100

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Attachment: PacketDocs_GanAmi (7453 : Gan Ami Mequon)

DOOR SCHEDULE

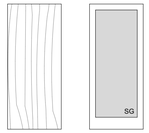
DOOR							FRAME				
ID	ROOM NAME	DOOR SIZE	TYPE	MATERIAL	FINISH	HDWR	TYPE	MATERIAL	FINISH	RATING	**NOTES**
102	INFANT ROOM 1	RELOCATED EXISTING DOOR AND FRAME				1					
103	INFANT ROOM 2	3'-0" X 7'-0" X 1-3/4"	1	SC WOOD / GLASS	STAIN	1	A	HOLLOW METAL	PAINT		
103A	INFANT ROOM 2	3'-0" X 7'-0" X 1-3/4"	1	INSUL METAL	PAINT	2	B	HOLLOW METAL	PAINT		
104	ADA TOILET	3'-0" X 7'-0" X 1-3/4"	1	SC WOOD	STAIN	3	B	HOLLOW METAL	PAINT		
105	STAFF	3'-0" X 7'-0" X 1-3/4"	1	SC WOOD / GLASS	STAIN	1	A	HOLLOW METAL	PAINT		
106	OPEN PLAY AREA	(4) 3'-0" X 7'-0" X 1-3/4"	2	ALUM / GLASS	ANODIZED	4					12' X 7' (4 PANEL) NANAWALL HSW60 SLIDING GLASS WALL WITH OPERABLE EXIT DOOR

SCHEDULE NOTES:

1. MATCH EXISTING DOOR FINISHES AND MATERIALS

HARDWARE SCHEDULE NOTES:

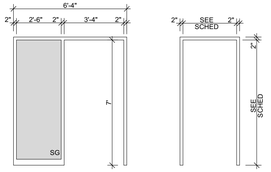
1. OFFICE LOCKSET, LEVER HANDLES, DOOR STOP
2. ENTRY LOCKSET, LEVER HANDLES, DOOR STOP, CLOSER
3. PRIVACY LOCKSET, LEVER HANDLES, DOOR STOP, CLOSER
4. PROVIDED BY NANAWALL



1 2

GRAPHIC DOOR SCHEDULE

SCALE: 1/4" = 1'-0"



A
ALUMINUM STOREFRONT TO MATCH EXISTING

B
HOLLOW METAL

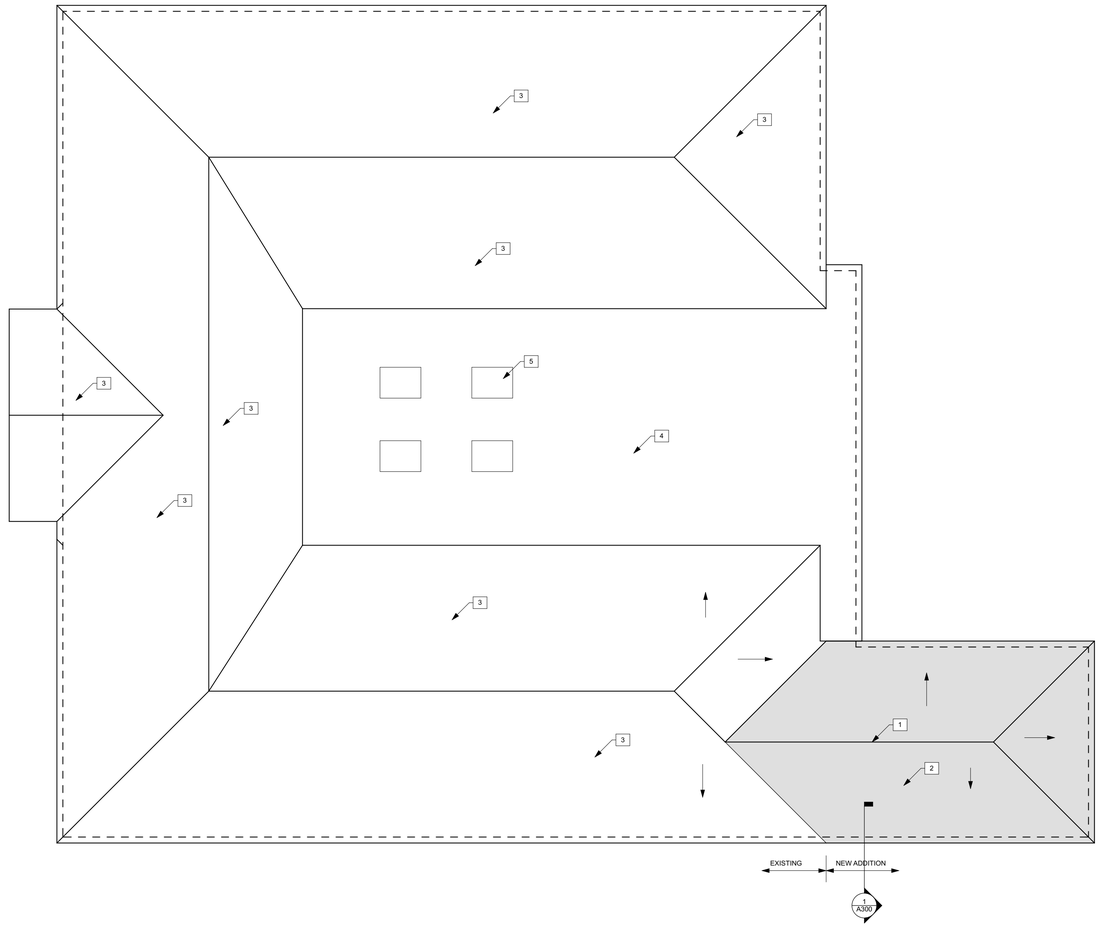
GRAPHIC FRAME SCHEDULE

SCALE: 1/4" = 1'-0"

INTERIOR FINISH SCHEDULE

ID	ROOM NAME	WALLS	FLOOR	BASE	CEILING	REMARKS
101	CORRIDOR	PAINT	LVT	4" VINYL	ACT	
102	INFANT ROOM 1	PAINT	LVT	4" VINYL	ACT	
103	INFANT ROOM 2	PAINT	LVT	4" VINYL	ACT	
104	ADA TOILET	PAINT	CER TILE	4" CER TILE	FVGB	
105	STAFF	PAINT	LVT	4" VINYL	ACT	
106	PLAY AREA	PAINT	RUBBER	4" VINYL	ACT	

FINISH SCHEDULE NOTES:



NORTH

1 A101 ROOF PLAN
SCALE: 1/8" = 1'-0"

ROOF PLAN NOTES

1. CONTINUOUS ROOF VENT
2. SHINGLES TO MATCH EXISTING
3. EXISTING SHINGLES
4. EXISTING EPDM ROOFING
5. EXISTING MECHANICAL UNITS

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BROOKFIELD, WI 53005
262-370-5865
www.cityscapearchitecture.com

CONSULTANTS:

GAN AMI DAYCARE

10813 NORTH PORT WASHINGTON RD MEQUON, WI 53092

DRAWING ISSUE | DATE
PLAN COMMISSION SET | 5-11-22

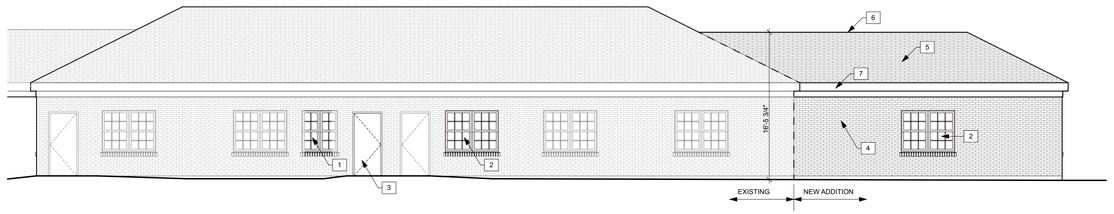
PROJECT # 22041

ROOF PLAN, DOOR SCHEDULE

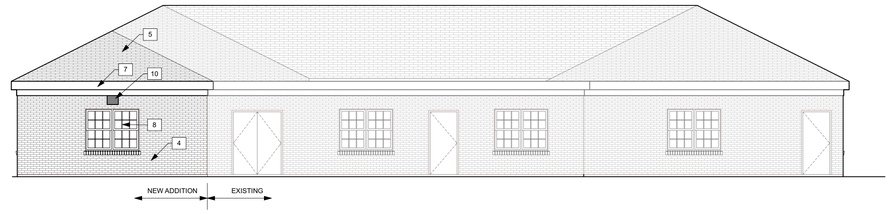
A101

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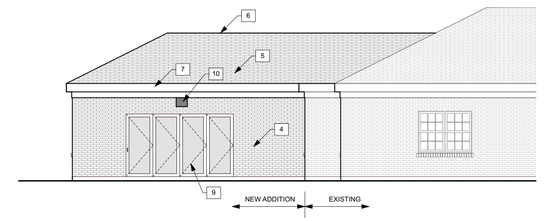
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1 A200 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 A200 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 A200 PARTIAL SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATION NOTES

1. NEW 4' X 4'-8" WINDOW TO MATCH EXISTING
2. NEW 6' X 4'-8" WINDOW TO MATCH EXISTING
3. NEW INSULATED HOLLOW METAL DOOR IN HOLLOW METAL FRAME TO MATCH EXISTING
4. NEW BRICK FACADE TO MATCH EXISTING
5. NEW SHINGLES TO MATCH EXISTING
6. CONTINUOUS RIDGE VENT
7. NEW FASCIA, TRIM BOARD GUTTER AND DOWNSPOUT TO MATCH EXISTING
8. EXISTING RELOCATED WINDOW
9. 12' X 7' (4 PANEL) NANAWALL HSW60 SLIDING GLASS WALL WITH OPERABLE EXIT DOOR
10. CUT OFF FIXTURE LOCATION

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PLAN COMMISSION SET | 5-11-22

PROJECT # 22041

EXTERIOR ELEVATIONS

A200

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Attachment: PacketDocs_GanAmi (7453 : Gan Ami Mequon)

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: **KIM TOLLEFSON, DIRECTOR OF COMMUNITY DEVELOPMENT**

DATE: **June 27, 2022**

SUBJECT: **An Ordinance Amending Chapter 58, Zoning Code, as it Relates to Permitted Uses in Table 58-301-1 of the Town Center (TC) Zoning District to Allow Event Planning Services with Facilities**

Background*:* The applicant is requesting a text amendment to allow *Event Planning Services with Facilities* as permitted in the Town Center zoning district. This request is due to interest from a perspective tenant to locate in the Riversite property located at 11120 N Cedarburg Road.

Such a use can be considered under a broader use category of performing arts, entertainment and sports or amusement and recreation. Currently, the Town Center zoning district allows the following uses that also fall withing these categories:

- Performing arts studio and schools
- Community centers
- Art supply, artistic studios or galleries
- Sports and fitness centers

There are also some similarities in operations to catering services or a tutoring service or an art/pottery studio, which are also permitted in Town Center. Event Planning Services with facilities would allow a full service venue in which customers can receive consultation, planning and coordinating, staging, storage of materials and themed decorations and a location in which to host the event.

Analysis:
Staff supports small scale operations and finds the use to be compatible with the Town Center zoning district given its similarities to other permitted uses listed above. Staff recommends the use be limited in scale to 3,000 square feet just as sports and fitness centers are and like some personal service uses are within the TC zoning district. In the interest of controlling event space versus storage and distribution, staff recommends an additional specific development standard limiting the amount of total storage square footage to no greater than 20% of the total floor area.

Staff Recommendation:
The Planning staff recommends **approval** of the text amendment.

Attachments:
Specific Development Standards (DOCX)
Table 58 301 Uses (DOCX)

Appliction Material (PDF)

Sec. 58-303. - Specific development and design standards.

(a) Purpose. Specific development and design standards are established to provide supplemental regulations to address unique characteristics of certain land uses.(b)Standards. The uses listed below are subject to the following specific development standards, in addition to all other applicable regulations:

Drug store/pharmacy. Drive-thru services shall be prohibited in the Town Center and Arrival Corridor districts. Any drive-through services approved in the Neighborhood Commercial district shall comply with the same design and development standards for coffee shops.

Event Planning Services with Facilities. An event planning service with facilities is an establishment offering a full service venue including consultation, planning and coordination, staging and storage of materials, furniture and themed decorations and includes a space in which to host the event. Any facility is limited to 3,000 square feet in total and no more than 20% of the gross floor area shall be utilized for storage and distribution of materials.

Farmer's market. A farmer's market is an establishment in which more than 50 percent of its product sold is agricultural produce. A farmer's market may be either a seasonal or year round operation and indoor or outdoor. If a farmer's market is a seasonal operation then an alternative, principal use (either permitted or conditional) shall be provided for the remainder of the year.

Attachment: Specific Development Standards (7456 : TC Text Amendment Event Planning Services w Facilities)

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Office and Clinic:		
Office	P	
Medical clinics	P	
Financial institutions	P	✓
Institutional and Public Uses:		
Public libraries	P	
Public parks	P	
Public administrative offices and service buildings	P	
Performing arts school and studios of 2,000 square feet or less	P	
Public and private schools of 2,000 square feet or less	P	
Private lodges and clubs	C	
Community center	C	
Public parking facilities, non-accessory	C	✓
Residential Uses:		

Attachment: Table 58 301 Uses (7456 : TC Text Amendment Event Planning Services w Facilities)

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Home occupations	P	
Artist's live/work units	P	✓
Multiple-family dwellings, eight units or less, if part of a mixed-use development	P	✓
Multiple-family dwellings, nine units to 16, if part of a mixed-use development* [1]	C	✓
Bed and breakfast	C	✓
Planned residential development	PUD	✓
Retail and Services:		
Stationary stores	P	
Antiques, collectibles, gift or florist stores	P	✓
Toy, hobby or game store	P	
Graphic design	P	
Interior design services	P	

Attachment: Table 58 301 Uses (7456 : TC Text Amendment Event Planning Services w Facilities)

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Paint/wallpaper store	P	
Event Planning Services with Facilities	**P**	✓
Luggage and leather goods store	P	
Art supply, artistic studios or galleries	P	
Camera and photography supply store	P	
Music and musical instrument store	P	
Optical/vision center	P	
Dry cleaning and tailors	P	
Apparel and accessories/repair	P	
Photocopying, film development, printing and publishing, packaging store of 4,000 square feet gross floor area or less	P	
Video stores of 4,000 square feet gross floor area or less	P	
Bookstores and newsstands of 2,000 square feet gross floor area or less	P	
Home furnishings/accessories 4,000 square feet or less	P	

Attachment: Table 58 301 Uses (7456 : TC Text Amendment Event Planning Services w Facilities)

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Bicycle repair and sales	P	
Computer and software store	P	
Electronic goods store	P	
Child daycare facilities and preschools	C	✓
Planned commercial development	PUD	✓
Salon and spas	P	
Sports and fitness centers of 3,000 square feet or less	P	
Farmers market	P	✓
Confectionary (chocolate, ice cream, candy) 2,000 square feet or less	P	
Specialty food stores	P	
Tobacco, cigar or nicotine product/e-cigarette shop 2,000 square feet or less	P	
Beer, wine or liquor store	P	
Convenience store w/o gas	C	
Grocery store	C	

Attachment: Table 58 301 Uses (7456 : TC Text Amendment Event Planning Services w Facilities)

Table 58-301-1 Uses in the Town Center District		
Use	Town Center	Specific Development Standards
Car wash facility	C	✓
Animal hospitals and veterinary clinics	P	✓
Food and Beverage:		
Catering services	P	
Bakeries, retail	P	
Coffeeshop of 2,000 square feet gross floor area or less	P	✓
Delicatessen of 2,000 square feet gross floor area or less	P	✓
Fast-food restaurant	P	✓
Sit-down restaurants, if part of a mixed-use development	P	✓
Nightclubs	C	
Town center breweries, micro-distilleries, micro-wineries	C	✓

Attachment: Table 58 301 Uses (7456 : TC Text Amendment Event Planning Services w Facilities)



Zoning Text Amendment

CITY OF MEQUON, WI

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Purpose of Text Amendment

- We are here to ask for a text amendment to the Town Center zoning to include our small business of party planning and studio. Although part of our business qualifies into the current zoning of office and professional services. Specific text around party and event planning and hosting events at our studio is not clearly defined in the current zone.

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Zoning Usage for 11122-A N Cedarburg Rd.

- Office & Professional Services
- Currently Zoned for above location
  - Party Staging for at Home and On Location Parties
  - Similar to **INTERIOR DESIGN** - we would use the above location as our office, and storage to plan and design our at home/location parties.
  - Consultation Meetings - we would use our office for meeting with clients and planning of events.
- Party Studio
- Not currently defined in Mequon zoning for above location.
- 884 sq ft party room
- Private - goal size is 8-12 kids or up to 30 with adults.
- Features:
  - Parent Viewing Lounge
  - Decorations to transform to desired theme
  - Tables, Chairs, and Paperware
  - Innovative tech

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

OWNER – Kim Angeli

- Thiensville resident since 1987, (Mequon for 3 years)
- Moved back after college in 2001 to raise my family in the community
- Graduate of Wilson Elementary, Steffen Middle School, and Homestead High School
- University of Wisconsin – LaCrosse graduate in Business Administration with emphasis in Marketing and Human Resources
- 22 years as certified Senior Professional in Human Resources
- Married for 20 years with 2 kids, Junior and Freshman at Homestead

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

ABOUT – Let's Celebrate

- Formed in February 2022
- NAICS Code: 812990 All Other Personal Services
  - Let's Celebration, LLC is part of the Party Planning Professional Services industry.
- Limited Liability Corporation
- Address: 11122-A N. Cedarburg Road, Mequon, WI 53092

Let's Celebrate brings the surrounding areas a new way to celebrate birthdays and other life events. We combine traditional party experiences with creativity and innovation. Our goal is to help families create lifelong memories by celebrating their loved ones.

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Why Let's Celebrate?

- The pandemic has changed how we celebrate birthdays, bridal/baby showers, and anniversaries. Granted people have found creative ways to celebrate from car parades, to zoom calls or decorating the yard. **However, now more than ever we need more celebrations!**
- Eager parents want to make up for lost time because they missed their kids' big birthday party the last couple of years. **Celebrating Birthdays and other milestones raise spirits and encourage a brighter future.**
- We can show our love and be present by creating special memories. The birthday celebration serves as a symbol of belonging and social cohesiveness and provides the celebrant with a sense of importance.

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Unique Way to Celebrate

- The current options for birthday parties involve sports or high energy expulsion.
  - My kids were always overwhelmed by these places when they were younger.
  - As a parent these were also overwhelming because they want you in and out for the next party.
  - If your child isn't into a sport or other high energy activity, options were limited.
- Let's Celebrate offers a new way to celebrate.
  - At home parties, On location and at our Party Studio
  - Themed decorations and activities to celebrate the birthday person's interest.
  - Bring out imagination and highlight other interests (art, science, creativity, etc.)

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Community Involvement

- For events that require food, we plan to use local catering such as pizza, subs and more. (i.e. Mequon Pizza Co, Dominos, Jimmy Johns, Subway, Cousins, Downtown Pizza, Cluckery, Public Market, and more)
- We plan to use local bakeries from the area to provide birthday desserts. (i.e. Mila's Bakery, Delicately Delicious, Sendiks, Truffles, Happy Dough Lucky and more)
- Guests of Kids attending the party can stay and watch or visit local area businesses such as Mr. B's, Foxtown/Annex, and Public Market

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Party "Studio"

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Example Parties to be hosted at our Studio









Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Party Studio

- Rentable Studio to host celebrations and birthday
- Small – approximately 884 sq ft
- Small events: kids birthday, milestone adult birthday, baby shower, bridal shower, baby shower, graduation, retirement, etc.
- Infuse traditional decorations with digital technology
- Party games, crafts or activities
- Incorporate photos and party favors

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Why a Party Studio?

- We take care of all the details.
- Parents won't have to buy a variety of decorations and store them.
- The mess is at our place, and we'll clean / sterilize between parties.
- Small and dedicated to one party.
- Blank Slate - Unique theme for each child, can change every year.
- Unique craft or activity to match theme.
- Customer Service and Party Host so Parents can enjoy the event and not have to manage it
- Use of digital projection / technology to enhance theme (See Ninjago theme in previous photo)

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Professional Services & Office

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Service Offering – At Home Parties

- Due to COVID, and considering those concerned with your typical current party options (large facilities with multiple parties), **we created at home parties.**
- Ozaukee County residents can hire us to bring the party to them. We bring and set-up all the supplies and decorations and clean up! It's kept in their own home with their small guests.
- Party Options: Birthday Party, Sleepover Tent Parties, Graduation Parties



Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Sleepover Tent Parties













Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Service Offering – On Location

- For Large or Small Events, we can provide a variety of services onsite such as at their home, a park, another venue. Examples include:
  - Derby Theme Decorations for MTEF at Shully's
  - Shamrock Theme Charity in Madison at a hotel
  - Graduation Party in garage at Mequon resident
- **Party Services:** Photo Booth Backdrop, Lemonade Stand, Candy Stand, Banners and Centerpieces, Balloon Garland or Stand
- **Celebration Reasons:** Charity Events, Business Openings, Bar and Bat Mitzvah, Graduation, 30th, 40th, 50th etc. Adult Birthday Parties, retirement parties, Anniversaries,
- **Location Options:** Business Openings, Parks, Hotel or Other Venue,



Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

On Location Events













Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Additional Information

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Operations

- Opening - Estimated move in date is July 1, 2022.

- Business Hours

Monday -	Closed
Tuesday -	9-4pm or by appointment
Wednesday -	9-4pm or by appointment
Thursday -	9-4pm or by appointment
Friday -	Bookings appointment, 5 - 9pm
Saturday -	Bookings appointment, 8 - 9pm
Sunday -	Bookings appointment, 8 - 4pm

- During the week we have office hours and consultation appointments. We could theoretically book evening events Monday – Thursday however unlikely or rare occurrences.

- We are planning to book one event Friday night, and two – three on Saturdays, and one – two on Sundays.

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Operations

- Low impact on parking as current building provides parking.
  - Parents of guests can drop off and explore other area businesses.
- Employees:
  - Myself, Kim Angeli, Owner
  - 1 Part-time party designer
  - Party helpers which would include 1-2 staff members to assist during an event

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Future Service Offerings

- A future service offering we'd like to offer are "holiday" programs for kids. This would involve making a craft or activity for holidays. Examples include:
  - Mother's Day Gifts
  - Friendship Bracelets for Friendship Day
  - Earth Day Craft
  - Father's Day Gifts
  - Decorations or "Make and Takes" for all Holidays

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

Thank you for your time.

Kim Angeli

Attachment: Appliction Material (7456 : TC Text Amendment Event Planning Services w Facilities)

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Mequon, WI 53092-1930
Phone: 262-236-2902
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Department of Community Development

TO: **Planning Commission**

FROM: **KIM TOLLEFSON, DIRECTOR OF COMMUNITY DEVELOPMENT**

DATE: **June 27, 2022**

SUBJECT: **Kwik Trip. The applicant is seeking minor request approval to allow for a fence for the property located at 10360 N. Cedarburg Road.**

Applicant:	Kwik Trip
Status of Applicant:	Owner
Requested:	Minor Request
Existing Zoning:	B-2
Lot size:	3.52 acres
Location:	10360 N. Cedarburg Road
Tax Key Number:	#14-050-09-030.00
District:	#4

Background: The applicant, Kwik Trip, is requesting building and site plan approval for the addition of a fence in connection with the gas station and convenience store operations located at 10360 N. Cedarburg Road. The fence is intended to provide visual screening, light pollution reduction and a barrier to debris associated with the commercial operations at the site. The applicant has proposed an eight (8) foot tall, white, powder coated fence that runs 300 feet along the site's east property line.

Since the time of application, City staff, Kwik Trip representatives and owners of neighboring properties have met to discuss operational concerns the neighbors have associated with the gas station and to discuss how certain improvements can enhance compatibility among uses in the neighborhood. Kwik Trip now wishes to make several site plan improvements.

Site Plan:
The site is compliant with its original building and site plan approval granted by the Planning Commission. The site has an existing mixture of deciduous and coniferous trees adjacent to the east property line in an area of green space immediately east of Kwik Trip's parking lot. This area is also immediately adjacent to Kwik Trip's vacuum area and car wash facility, which becomes a host for trash. There are residential properties located east and northeast of Kwik Trip, and commercial operations to north, west and south.

Kwik Trip representatives agree to the following site improvements to resolve operational concerns the neighbors are experiencing. City staff is supportive of the following:

1. Install a fence along the east property line and extend the fence to and along the northeast street frontage of Donges Bay Road and extend the fence to the southeast corner beyond the car wash facility and associated stacking lane.

The fence location has been marked after a site visit with staff and Kwik Trip representatives. The fence location was determined based on consideration of existing formal landscaping, an informal natural vegetative buffer, the locations of building and associated heights, a grade changes among and between the parking lot, car wash facility, low berms and east property line. The final staff approved site plan shall detail location of fence.

2. The natural vegetative buffer along the east property line will remain in place to provide additional screening. The ground cover adjacent to the base of the fence will include 24 inches of mulch for ease of trimming and aesthetic maintenance of the grass area.

   The final staff approved site and landscaping plan shall provide a fence landscaping base detail.

3. A mix of coniferous and deciduous trees that exist on Kwik Trips site and located immediately west of the natural vegetative buffer will frame the location of the fence, allowing the fence to undulate among this formal landscape area. This should add both visual interest and assist in the stability of fence line.

   The final staff approved site plan shall provide location and size of new landscaping features.

4. Landscaping east of the fence will be installed and shall include species with winter coverage and quick growth. Conifers will be installed immediately east of the car wash stacking lane and within other areas of the natural buffer area to reduce light trespass and reduce noise, with an interest of remediation during winter when foliage of the natural buffer area is reduced.

   The final staff approved landscaping plan shall provide location, size and species of new landscaping features.

5. Fence shall be an aluminum powder coated material in a color to match the convenience store and car wash facilities' brick features. The fence shall include posts set in concrete and sections not to exceed eight feet in length.

   A fence detail shall be provided as part of the final staff approved site plan.

6. Fence height should accomplish visual screening, light pollution screening and a barrier of debris.

   Kwik Trip's application originally requested an 8 foot tall fence. The Zoning Code limits fence height to 6 feet. Since the meeting with the neighbors, Kwik Trip and the neighbors would prefer a fence that is 10-12 feet in height. Since the staff visit, the maximum height of the fence should be limited to no greater than ten feet for the following reasons:

   - Height of car wash facility's shed roof line is approximately 10 feet.
   - Height of dumpster is approximately 9 feet.
   - Height of existing formal landscaping is well beyond 14 feet in height.

- Grade at location of fence line is lower than the set grade associated with parking curb line immediately adjacent to the existing formal landscaping area, which is at the eastern portion of the site. The grade at this location is also lower than the grade of the remainder of the site and particularly lower than the set grade at the corner of Cedarburg and Donges Bay Road.

Neighbors would prefer the fence assist in preventing debris passing the east property line and state that wind coupled with the lower grade can cause debris to land in the upper portions of tree branches within the natural vegetative buffer.

Kwik Trip would prefer the fence accomplish the neighbor's interest to the greater extent possible. The fence will be a significant investment and Kwik Trip would like resolution.

Staff would prefer the fence comply with the Zoning Code. However, in certain and limited circumstances, exceptions to the standard of six feet in height has merit. An example of a recent deviation for a fence height on a commercial property is located at the data center on N Port Washington Road due to its adjacency to a plex development immediately west of the site, but was limited to eight feet in height.

In this case, staff does not think a ten foot tall fence will be out of context from a design perspective given the location of the fence, surrounding conditions, site conditions and building conditions as listed above. A ten foot tall fence is of staff concern from a precedent setting nature however, an eight foot tall fence will be less effective to controlling debris given the grade change. Therefore, a ten foot tall fence should only be considered when accompanying the following conditions:

- No formal landscaping within the east side yard shall be removed. If any species dies or lacks foliage, it shall be replaced.
- No grade alterations shall be allowed in connection with installing the fence or in any modification of the formal landscaping area or site plan modification.
- Fence shall meet the design standards listed above in items #1-5.
- Fence section(s) approaching Kwik Trip driveway on Donges Bay Road shall be reduced to a total height of 8 feet.
- Fence upper 18-24" portion shall include a decorative, horizontal section that matches the pattern of the c-store's upper windowpane, which is a vertical glass 3- pane transom.

7. 'No Parking Signs' will be installed/enforced by City along Donges Bay Road, both on the north and south side of the first block east of the Cedarburg Road intersection.

   The Department of Public Works will manufacture and install the signs at the Department discretion for style, height, location and timing.

Building Design:
Kwik Trip representatives agree to the following building improvements to resolve light and noise issues the neighbors are experiencing. City stall is supportive of the following:

1. Car wash facility will be equipped with a padding surrounding the horn – this will deaden the loud horn noise.
2. Car wash building's interior lighting will be equipped with a motion sensor.

3. No facility will receive maintenance or receive delivery of materials and supplies during the hours of 10 pm through 7 am.

Miscellaneous:
Neighbors granted verbal permission for a Kwik Trip representative to enter their property to pick up debris. This is a private matter that can be coordinated among property owners. However, it is expected, and required, under Kwik Trip's Conditional Use Grant that the site be kept free and clear of debris.

Staff Recommendation:
Planning staff recommends **approval** of the building and site plan approval based on the following conditions:

1. Staff review and approval of final site, fence and landscaping plans prior to issuance of permits. The applicant shall submit such plan within 60 days of Planning Commission action or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.
2. The natural vegetative buffer along the east property line will remain in place to provide additional screening.
3. The ground cover adjacent to the base of the fence will include 24 inches of mulch.
4. Conifers will be installed immediately east of the car wash stacking lane and within other areas of the natural buffer area to reduce light trespass and reduce noise and provide winter screening.
5. Fence shall be an aluminum powder coated material in a color to match the convenience store and car wash facilities' brick features. The fence shall include posts set in concrete and sections not to exceed eight feet in length.
6. A ten foot tall fence shall accompany the following conditions:

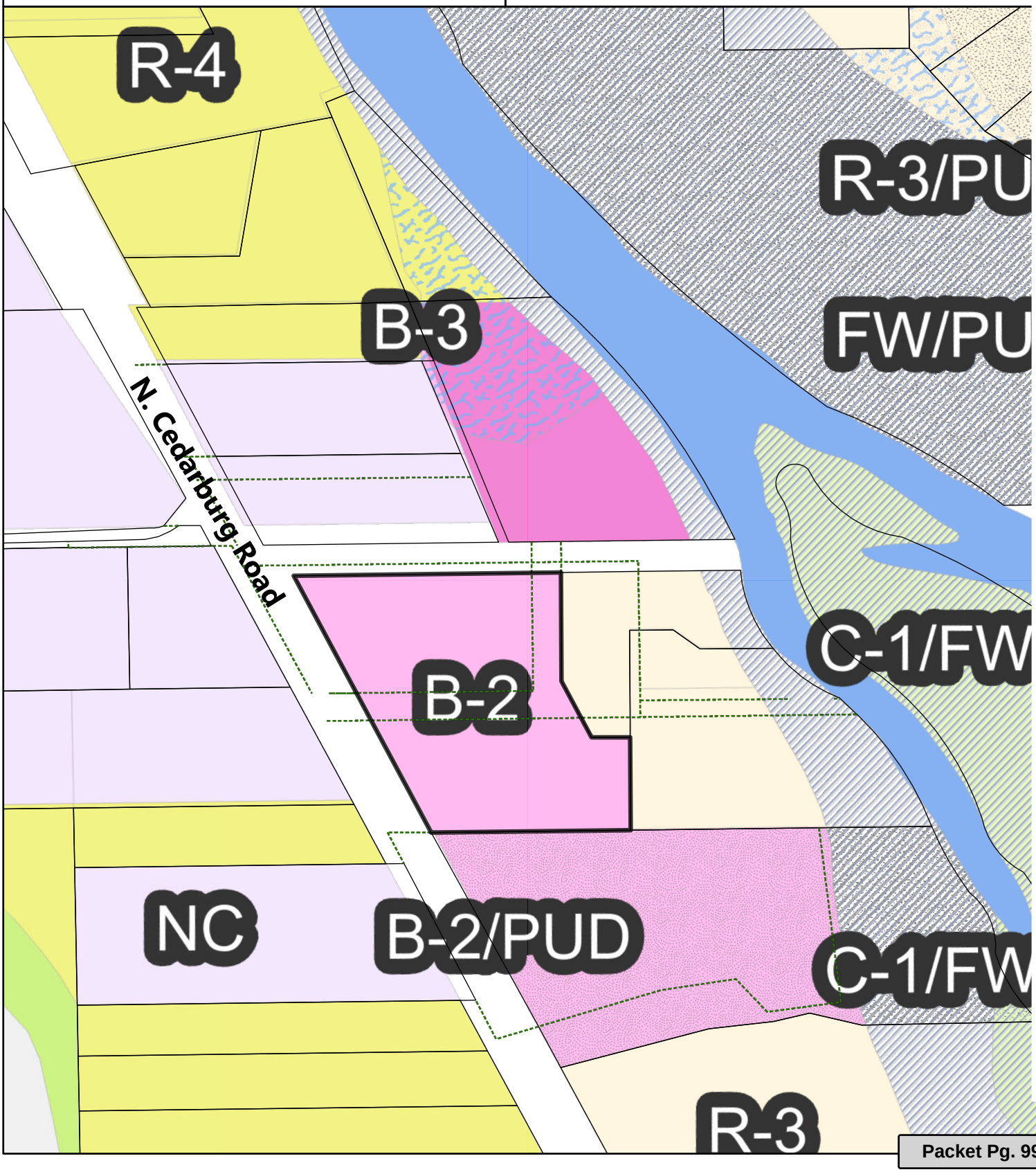
    - No formal landscaping within the east side yard shall be removed. If any species dies or lacks foliage, it shall be replaced.
    - No grade alterations shall be allowed in connection with installing the fence or in any modification of the formal landscaping area or site plan modification.
    - The fence shall meet the design standards established by final staff approval.
    - Fence section(s) approaching Kwik Trip driveway on Donges Bay Road shall be reduced to a total height of 8 feet.
    - The fence upper 18-24" portion shall include a decorative, horizontal section that matches the pattern of the c-store's upper windowpane, which is a vertical glass 3- pane transom (or alternative decorative top as approved by staff).

7. The Department of Public Works will manufacture and install 'No Parking' signs at the Department discretion for style, height, location and timing within the first block east of the Cedarburg and Donges Bay Road intersection.
8. Car wash facility shall be equipped with a padding surrounding the horn.
9. Car wash building's interior lighting shall be equipped with a motion sensor.
10. No facility shall receive maintenance or receive delivery of materials and supplies during the hours of 10 pm through 7 am.

Attachments:
PacketDocs_KwikTrip (PDF)

KWIK TRIP
MINOR REQUEST

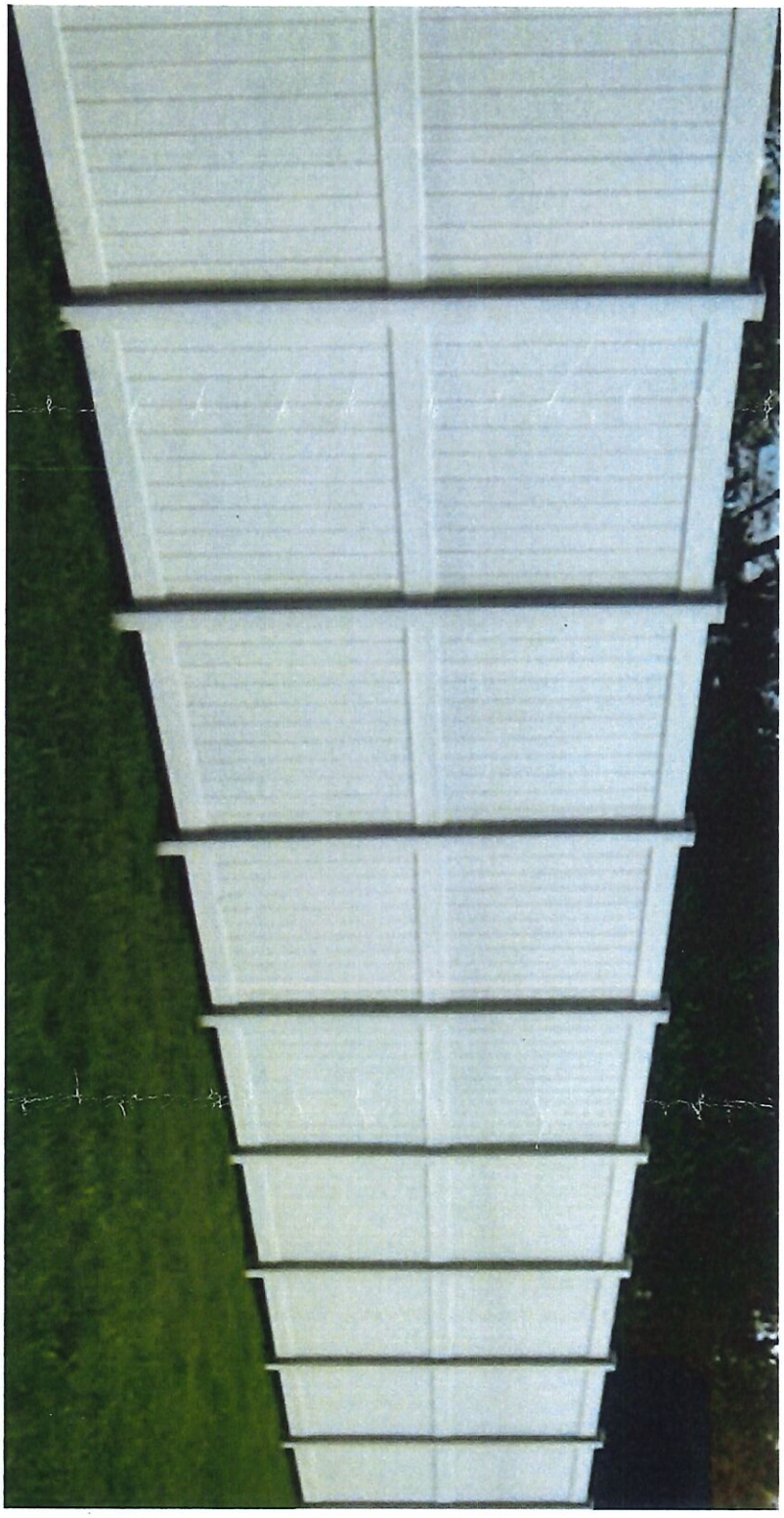
AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
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C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
C-2	General Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
FW	Floodway	TC	Town Center
IPS	Institutional & Public Service	TDR	Transfer of Development Rights



Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)

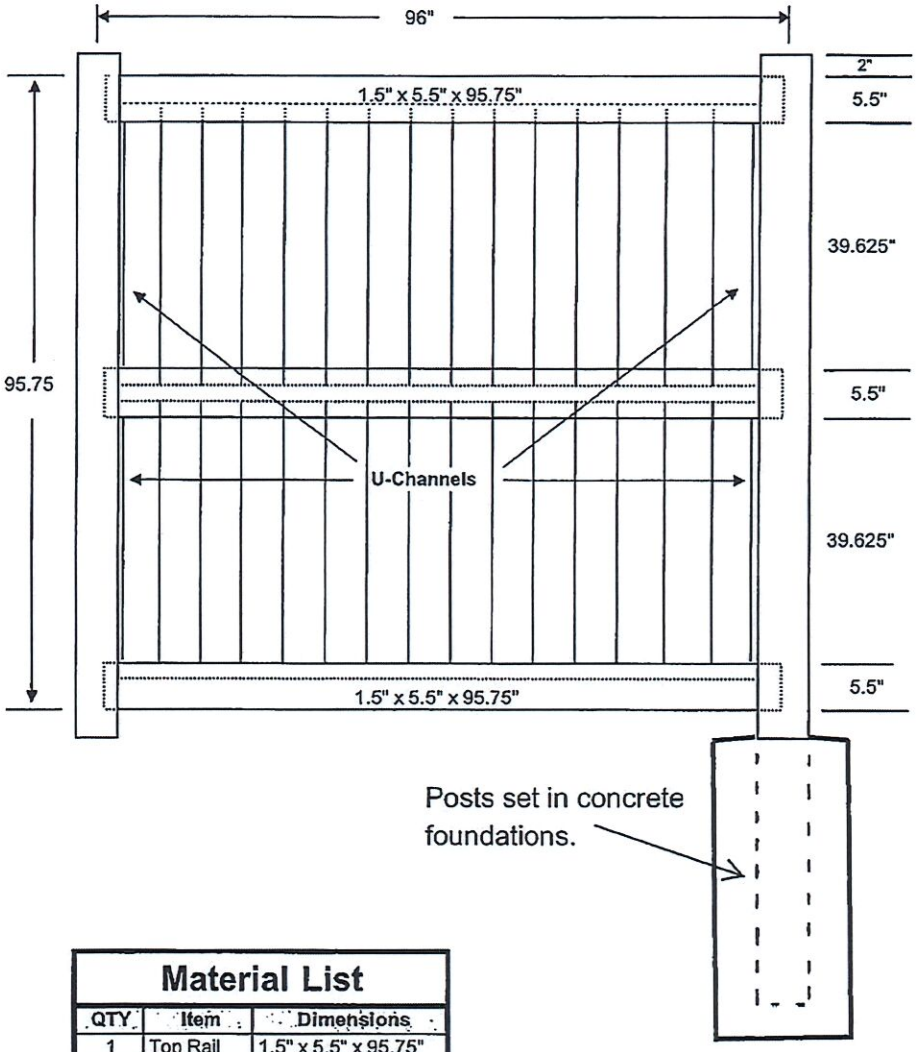
KWIK TRIP
ORIGINAL PROPOSAL

Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)



Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)

PWPR-3R-8X8



Material List		
QTY	Item	Dimensions
1	Top Rail	1.5" x 5.5" x 95.75"
1	Mid Rail	1.5" x 5.5" x 95.75"
1	Bottom Rail	1.5" x 5.5" x 95.75"
4	U-Channels	1.25" x 1.5" x 39.5"
3	Metal	1.25" x 1.75" x 95.5"
30	T&G Pickets	0.875" x 6" x 43"

NOTE: Color White

PWPR-3R-8X8

Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)

New 300' fence



325

Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)

AMENDED / RECOMMENDED PROPOSAL

Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)



Photo of 3 pane glass transom

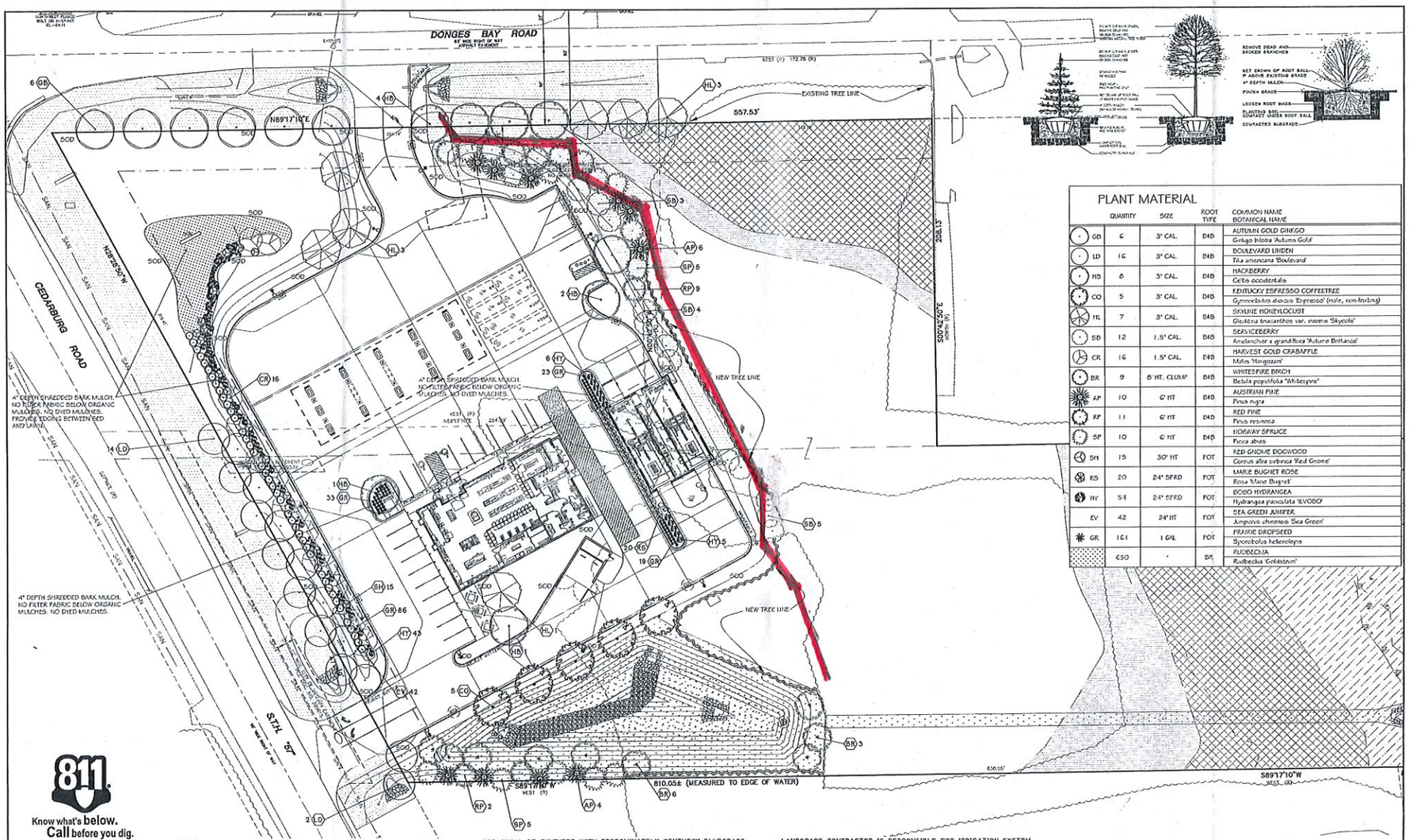




Example brown powder coated aluminium fence

Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)

APPROXIMATE FENCE LOCATION.



PLANT MATERIAL

	QUANTITY	SIZE	ROOT TYPE	COMMON NAME / BOTANICAL NAME
GB	6	3" CAL.	B&B	AUTUMN GOLD GINKGO Ginkgo biloba 'Autumn Gold'
LD	16	3" CAL.	B&B	BOULEVARD LINDEN Tilia americana 'Boulevard'
HB	8	3" CAL.	B&B	HACKBERRY Celtis occidentalis
CO	5	3" CAL.	B&B	KENTUCKY ESPRESSO COFFEETREE Gymnocladus dioicus 'Espresso' (male, non-fruiting)
HL	7	3" CAL.	B&B	SKYLINE HONEYLOCUST Gleditsia triacanthos var. inermis 'Skycole'
SB	12	1.5" CAL.	B&B	SERVICEBERRY Amelanchier x grandiflora 'Autumn Brilliance'
CR	16	1.5" CAL.	B&B	HARVEST GOLD CRABAPPLE Malus 'Hargozam'
BR	9	8' HT. CLUMP	B&B	WHITESPIRE BIRCH Betula populifolia 'Whitespire'
AP	10	6' HT	B&B	AUSTRIAN PINE Pinus nigra
RP	11	6' HT	B&B	RED PINE Pinus resinosa
SP	10	6' HT	B&B	NORWAY SPRUCE Picea abies
SH	15	30" HT	POT	RED GNOME DOGWOOD Cornus alba sibirica 'Red Gnome'
RS	20	24" SPRD	POT	MARIE BUGNET ROSE Rosa 'Marie Bugnet'
HY	54	24" SPRD	POT	BOBO HYDRANGEA Hydrangea paniculata 'IILVOBO'
EV	42	24" HT	POT	SEA GREEN JUNIPER Juniperus chinensis 'Sea Green'
GR	161	1 GAL	POT	PRAIRIE DROPSEED Sporobolus heterolepis
	650	-	BR	RUDBECKIA Rudbeckia 'Goldstrum'

	4490 SY	WISCONSIN DOT SEED MIX 20 OR APPROVED EQUAL
	805 SY	PRAIRIE NURSERY, DETENTION BASIN, WET PRAIRIE SEED MIX MIX #S00621CR APPROVED EQUAL). PROVIDE EROSION CONTROL BLANKET ON SIDE SLOPES.
	2435 SY	PRAIRIE NURSERY, LAND RESTORATION MIX FOR MEDIUM SOILS MIX #S00471CR APPROVED EQUAL). PROVIDE EROSION CONTROL BLANKET ON SIDE SLOPES.
	275 LY	EDGING
	100 CY	MULCH
	3295 SY	SOD

NOTES:

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
- LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY EFFECT HIS WORK.
- LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE.
- ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
- REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS.
- PLANTING SOIL MIX (INCIDENTAL COST ITEM)
  1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
  2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOP SOIL.
- USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
- LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
- SOD SHALL BE CULTURED WITH PREDOMINATELY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GREATER- WHERE EXISTING CONCRETE/ ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2" WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- LANDSCAPE CONTRACTOR TO INSTALL "VALLEY VIEW", "BLACK DIAMOND" EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
- USE FINELY SHREDDED HARDWOOD BARK MULCH. NO DYED MULCHES. INSTALL 4" DEPTH. NO FILTER FABRIC OR EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
- GRAVEL MULCH SHALL BE 1"+ DIA. WASHED "RIVER ROCK". INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM INSTALLATION PER SHEET 11. DESIGN SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION. IRRIGATION DESIGN SHOULD ENCOMPASS ALL LANDSCAPE AREAS WITH SOD AND/ OR PLANTINGS, FROM CURB TO CURB. R.O.W. SHOULD BE IRRIGATED FROM SPRINKLER HEADS LOCATED WITHIN PROPERTY BOUNDARY. CARE SHOULD BE TAKEN IN VICINITY OF ALL WALKS AND DRIVES TO MINIMIZE OVER SPRAY. COORDINATE INSTALLATION OF ALL PVC SLEEVE UNDER DRIVE AREAS WITH GENERAL CONTRACTOR.
- LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE CITY.
- GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.

KWIK TRIP STORES

KWIK STAR STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE ARCHITECTURE
3030 Harbor Lane North, Ste. 131
Plymouth Minnesota 55447
763.383.8400

ROBERT J. MUELLER 43479 REGISTERED LANDSCAPE ARCHITECT STATE OF WISCONSIN
06 MAY 14

LANDSCAPE PLAN

CONVENIENCE STORE 325 WITH CAR WASH

10360 CEDARBURG ROAD
MEQUON, WISCONSIN

NO.	DATE	DESCRIPTION
-	10/18/13	APPROACH AND PLANTINGS
-	11/21/13	STORM COMMENTS
-	12/12/14	FOR PERMITTING
-	2MAR14	FOR CONSTRUCTION
-	8MAY14	COMMENTS

DRAWN BY
SCALE GRAPHIC
PROJ. NO. 13325
DATE 06 SEP 2013
SHEET L1

INSITES 13-045

Attachment: PacketDocs_KwikTrip (7442 : Kwik Trip)

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

TO: **Planning Commission**

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

DATE: **June 27, 2022**

SUBJECT: **K&B Investment Group, LLC. The applicant is seeking building and site plan amendment approval to allow for a new to lease a portion of the building for the property located at 10903 N. Weston Drive (L & A Crystal).**

Applicant:	K & B Investment LLC
Status of Applicant:	Owner
Requested:	Building and Site Plan Amendment
Existing Zoning:	TC (Town Center)
Lot size:	1 acre
Location:	10903 N. Weston Drive
Tax Key Number:	#14-027-04-008.00
District:	#6

Background:
The applicant is requesting building and site plan approval for the parcel located at 10903 N Weston Drive. The building is an older industrial building located in the Town Center zoning district. Section 58-301 (c) (7) of the Town Center zoning district states that any change of use to a single tenant building requires building and site plan review if it has not occurred within the last five years. The applicant is leasing a portion of the building to a new tenant that does graphic design and was not contemplating any changes to the building or site. Staff and the owner met on site to discuss potential improvements to the building and site on May 18, 2022. It was agreed upon that major changes to the building and site is not warranted at this time since the site is likely to see wholesale redevelopment in the near future.

Building and Site Plan:
Based on site visit on May 18th, the applicant is proposing the following site improvements:

- Remove all outdoor storage
- Paint window trim and façade
- Replace nonconforming light fixtures
- Update foundation landscaping

In addition to the list above, staff is recommending the removal of the dead tree located on the south end of the building.

Staff Recommendation:
Staff recommends **approval** of the building and site plan amendment subject to the following condition(s):

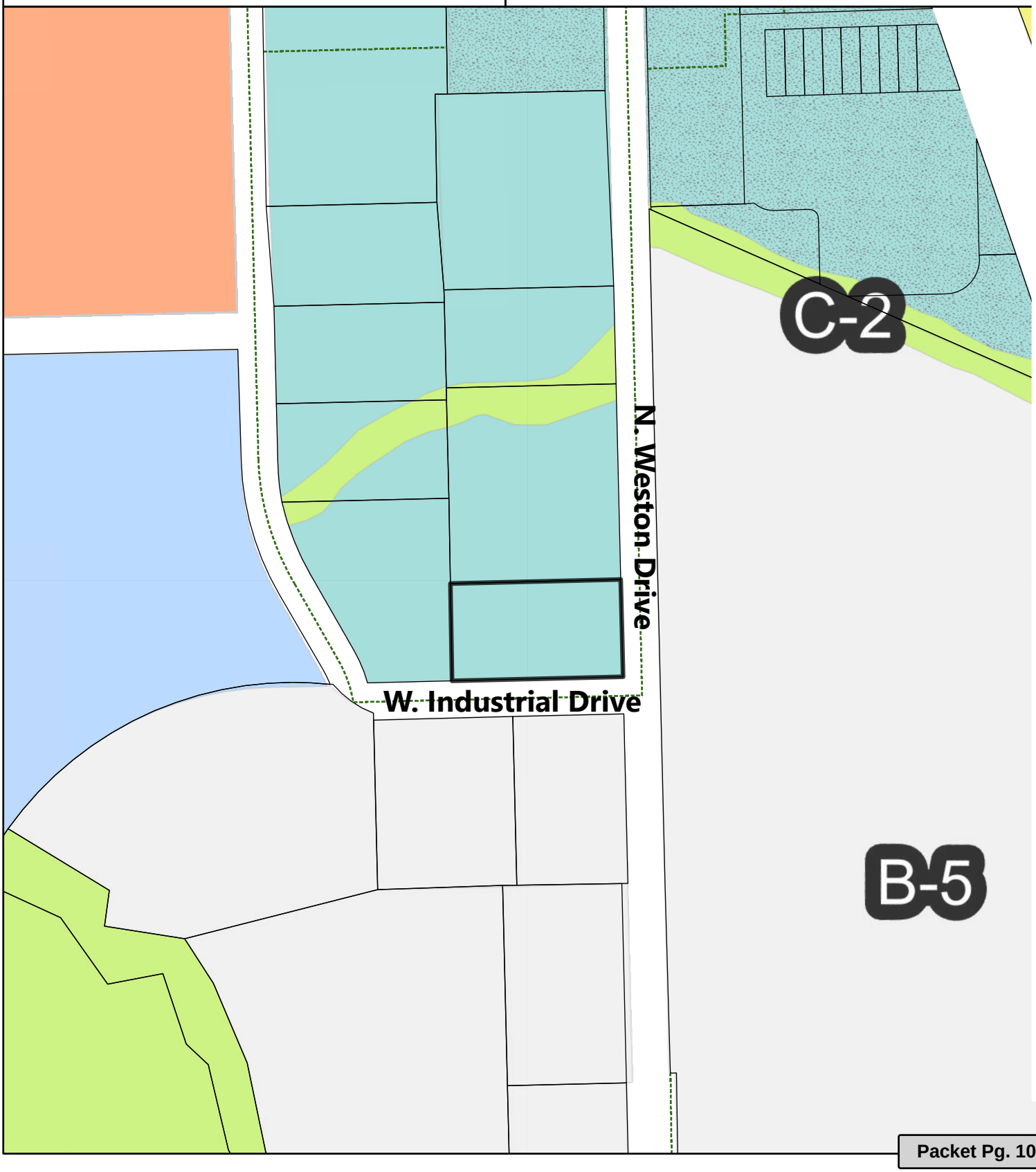
1. The following improvements shall be complete by August 31, 2022:

- Remove all outdoor storage
- Paint window trim and façade
- Replace nonconforming light fixtures
- Update foundation landscaping
- Remove dead tree located south of the building

Attachments:
PacketDocs_LACrystal (PDF)

K & B INVESTMENT GROUP, LLC

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
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B-3	Office & Service Business	R-1	Single-Family Residential (5 Ac. Min.)
B-4	Business Park	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-5	Light Industrial	R-2	Single-Family Residential (2 Ac. Min.)
B-6	Rural Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-7	Rural Business	R-3	Single-Family Residential (1 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-4	Single-Family Residential (3/4 Ac. Min.)
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CGO	Central Growth Overlay	R-6	Single-Family Residential (4 DU/Ac.)
FFO	Flood Fringe Overlay	RM	Multi-Family Residential
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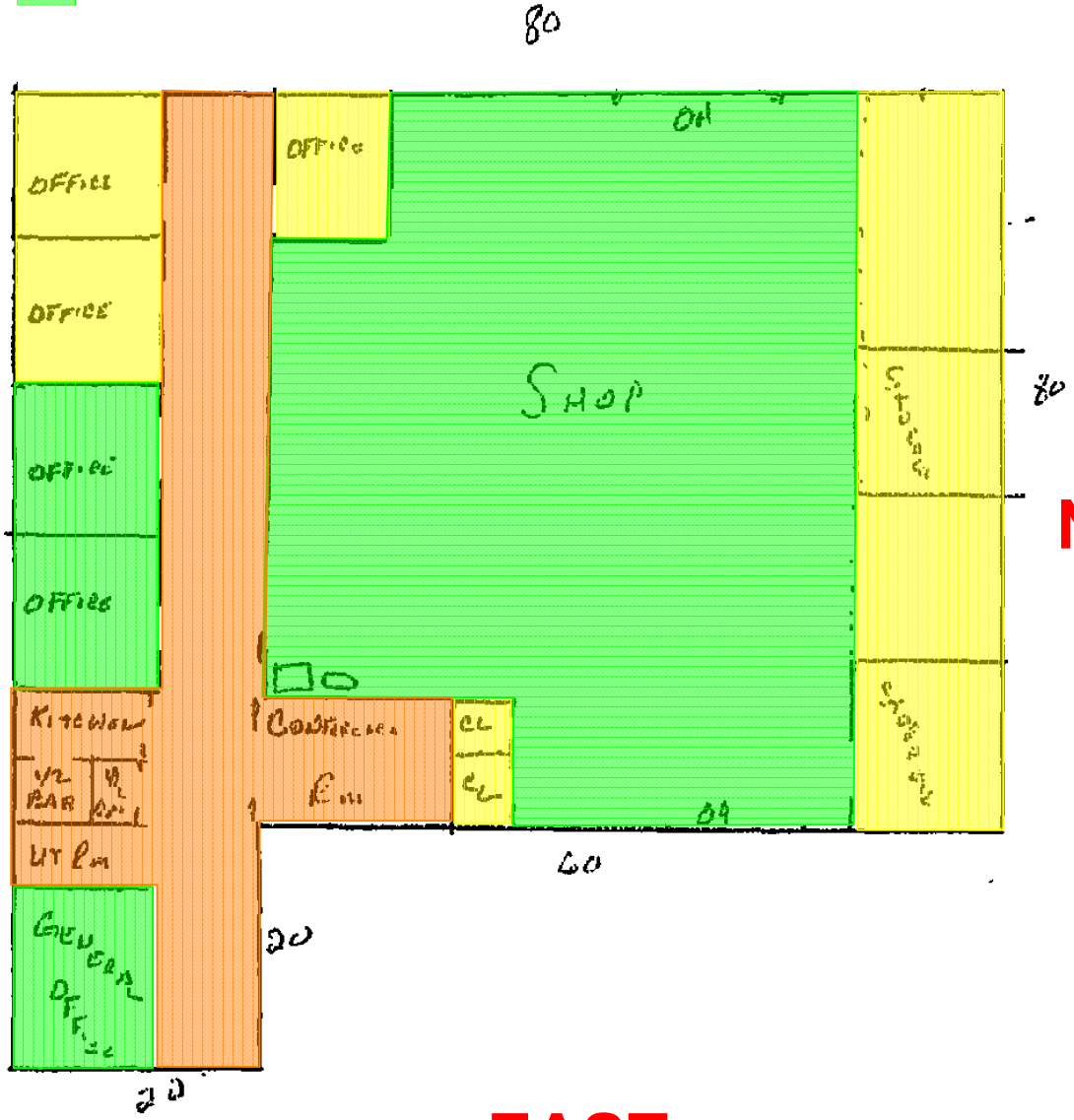
Attachment: PacketDocs_LACrystal (7443 : K&B Investment Group, LLC.)

L&A Crystal Use 0 IN

Shared 0 IN

Renter 0 IN

WEST

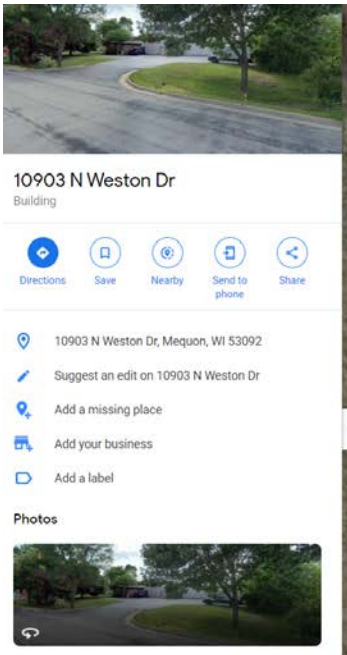


SOUTH

NORTH

EAST

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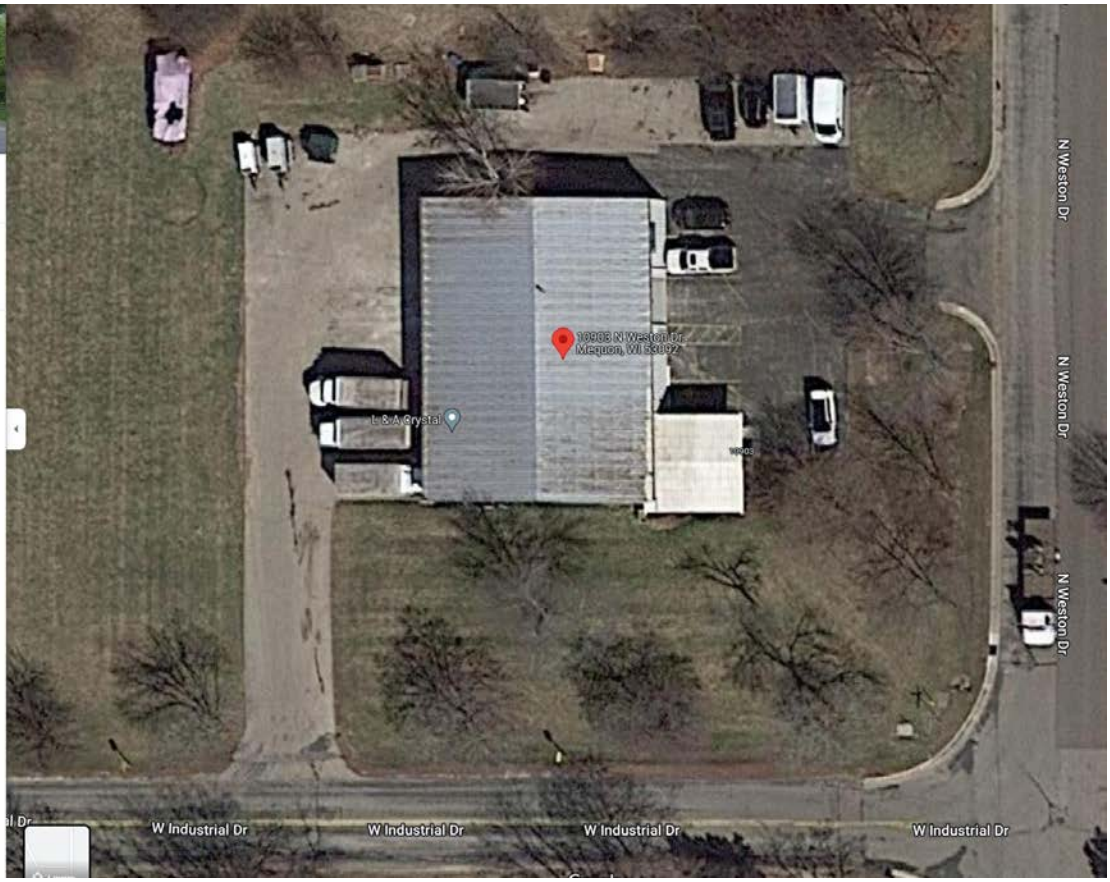


10903 N Weston Dr
Building

Directions Save Nearby Send to phone Share

10903 N Weston Dr, Mequon, WI 53092
Suggest an edit on 10903 N Weston Dr
Add a missing place
Add your business
Add a label

Photos



Attachment: PacketDocs_LACrystal (7443 : K&B Investment Group, LLC.)



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Department of Community Development

TO: **Planning Commission**

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

DATE: **June 27, 2022**

SUBJECT: **Michael Perlewitz. The applicant is seeking preliminary plat, development agreement and specimen tree removal approval to allow for a new 7-lot conservation subdivision for the property at the southwest corner of Villa Grove and Freistadt Road (The Green at Mequon).**

Applicant:	Mike Perlewitz
Status of Applicant:	Owner
Requested:	Preliminary Plat Development Agreement Preliminary Plat
Existing Use:	Vacant
Existing Zoning:	R-3 (1-acre minimum) C-1 (Wetlands) FW (Floodway) OA (Agricultural Overlay)
Proposed Zoning:	R-3 (1-Acre minimum) C-1 (Wetlands) FW (Floodway) PUD (Planned Unit Development)
Existing Land Use Plan:	Residential 1-1.5 Acres
Lot size:	14.79 acres
Location:	Southwest Corner of Villa Grove and Freistadt
Tax Key Number:	#14-013-12-005.00
District:	#1

Background:
The applicant requests preliminary plat and development agreement for a 7-lot subdivision development on 14.8 acres of land located on the southwest Corner of Villa Grove and Friestadt Road. The Planned Unit Development (PUD) rezoning was approved by Planning Commission on November 22, 2022, and by the Common Council on January 11, 2022 (see Ord.#2021-1614).

Preliminary Plat:
The attached preliminary plat for the proposed 7-lot development is consistent with concept plan approved as part of the PUD. Lots range in size from .58 acres to 1.44 acres with an average size of .75 acres. There is a 6.26-acre outlot on the south end of the parcel which is made of almost entirely wetlands. Lots six and seven include areas of floodplain. No development shall occur within the floodplain without DNR and FEMA approval.

Development Agreement:
Please see attached draft development agreement authored by Planning and Engineering staff to address the necessary improvements for the development. The development agreement provides the opportunity to construct one (1) model dwelling prior to final plat approval with the understanding that the units can't be sold, or title transferred until the associated plat is recorded.

Specimen Tree Removal:
The City Forester, Mike Gies, walked the site to at the time of the rezoning and identified 28 specimen trees in the upland area. The PUD Ordinance limited the removal to two white pines on Lot 4 (see City Forester report).

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

The proposed development is subject to a Development Agreement, of which the Planning Commission approved a template for residential development. Please note that due to the proposed sanitary utility service with a private interceptor main and private lift station, the public sanitary sewer section of the template document was modified. The proposed language defines the operation and maintenance obligations of the homeowner's association and individual lot owners. Similar to a stormwater maintenance and easement agreement, it gives the City the right, but not responsibility to access the system if it were to fail and not be properly repaired by the association. Costs of such a repair would be placed as special charges on the individual lot owners tax bills.

The developer is proposing a seven-lot conservation subdivision with all lots having individual driveway access to the private roadway. The access to Lot 1 shall be restricted to the west 45 feet of the lot to avoid conflict with the entrance island and provide separation from the intersection. Similarly, the access to Lot 7 shall be at least 50 feet from the east lot line for the same reason.

Access is proposed as a private road connecting to Villa Grove Road. A bypass lane is not required due to low traffic volume on the through street. Acceleration and deceleration lanes are not required due to the road classification being lower than a minor arterial.

The ultimate right-of-way on West Freistadt Road is 100 feet. The ultimate right-of-way on Villa Grove Road is 60 feet. Right-of-way dedications are shown on the draft preliminary plat. Dedications are required and will be presented to the Common Council at the time of final plat approval.

The City has typically required private roadway subdivision entrances to meet the standard dimensions as indicated in the Standard Specifications for Land Development. The developer is requesting a waiver for a narrower entrance island and through travel lanes. The minimum required inside width of the entrance island is 15 feet, whereas the developer is proposing 13 feet. The typical width of the entrance through lanes is 16 feet, whereas the developer is proposing 14 feet. The narrower entrance island and travel lanes are proportional to the proposed roadway section. The narrower island will allow enough space for landscaping. The entrance island shall be contained in an outlot.

The private road shall be contained within a shared access easement for all benefitting lots. The

shared access easement for the private road is subject to City Attorney review.

The private roadway shall be designed and constructed in conformance with the Standard Specifications for Land Development (SSLD). The private roadway terminates in a cul-de-sac. The cul-de-sac island shall be contained in an outlot.

Wetlands are present on the site. The developer is required to provide the wetland delineation report and proof of WDNR concurrence. Wetland protective areas should also be indicated on the construction plans and final plat. No impervious surface shall be proposed in these areas. No wetland disturbance is proposed. Wetlands are contained within a subdivision outlot.

Floodplain and floodway limits are shown on the site. There is no floodplain fill proposed on the plan.

The site is located within the City's sewer service area and connection to the public sewer is required. The development must connect to the public water main. The mainline water main shall meet Water Utility standards for ISO recommended fire flows.

The developer shall serve the property with public water main. The water main shall be run within the dedicated right-of-way along Villa Grove Road.

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.

The lots will be served by private interceptor main running to a private lift station and private force main. The private force main is proposed to connect to a sanitary manhole in Freistadt Road. The developer shall adhere to the maintenance terms stated in the development agreement.

A right-of-way waiver and a Permit to Construct, Maintain, or Repair Utilities Within Right-of-way will be required for private infrastructure within City right-of-way including the sanitary force main. A template document will be provided to the developer. The utility installation permit application will also be provided to the developer.

The preliminary plat proposes an increase in impervious surface. Increases in excess of one-half acre require a stormwater management plan (SWMP) and are subject to MMSD Chapter 13 and NR151/216.

A Filling and Excavation permit is required. The total amount of filling and excavation is anticipated to be less than 1,000 cubic yards. As plans are developed, if the total of filling and excavation exceeds 1,000 cubic yards a haul route shall be provided for staff approval and haul route bond are required. The haul route and haul route bond are intended to protect City streets from the increase in the amount of hauled material.

The site proposes land disturbance in excess of one acre, therefore a City erosion control permit is required. Evidence of the WDNR-required WRAPP permit shall also be provided.

Staff Recommendation:
Staff recommends **approval** of the preliminary plat and development agreement subject to the following condition(s):

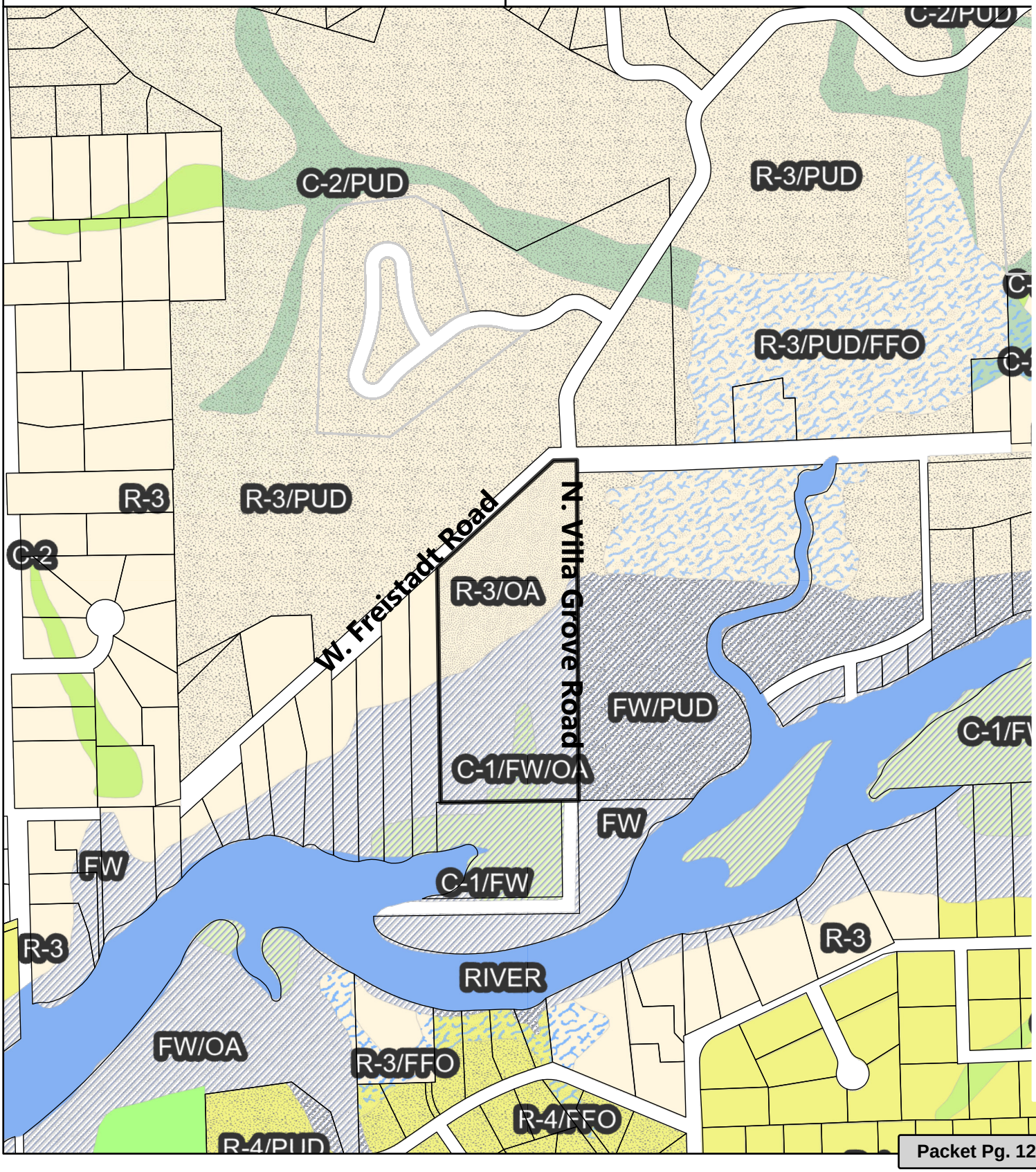
1. Common Council approval of the Development Agreement, with the proposed modifications, as shown in the attached document.
2. Tree protection measures shall be installed prior to construction in accordance with the City Forester's recommendation.
3. The two white pines located on Lot 4 may be removed in accordance with the Tree Preservation Ordinance.
4. No development shall occur within the floodplain without DNR and FEMA approval.
5. All existing wetlands shall be contained in the outlot.
6. The development shall comply with preliminary plat, development agreement, and final plat requirements.
7. All buildings shall maintain a minimum building setback of 50' from the public road right-of-way and a minimum 20' offset from the side and rear property lines and a building setback of 30 feet from the pavement edge of the private road. Offsets to wetlands as established by the Department of Natural Resources (DNR).
8. Street trees are subject to the approval of the Tree Board and Planning Commission.
9. A landscape preservation easement shall be established along Friestadt Road abutting the rear property lines of Lots 1-4. The applicant shall submit a landscape plan for Planning Commission review which includes a consistent treatment along the street frontage.
10. Street lighting, if proposed, is subject to the approval of the planning staff.
11. Entryway signage and landscaping is subject to the approval of the Planning Staff.
12. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures", unless deviations are approved by the Planning Commission, and are subject to the Architectural Review Board approval.
13. Final legal documents are subject to City Attorney review and approval prior to recording of final plat.
14. Engineering Division review and approval of the individual grading, drainage, roadway, erosion control, water distribution and sanitary sewer plans in conformance to City ordinances and the SSLD.
15. The final road design shall be subject to the review and approval of Engineering and the Fire Departments.
16. The access to Lot 1 shall be restricted to the west 45 feet of the lot. Similarly, the access to Lot 7 shall be at least 50 feet from the east lot line. Access restrictions shall be shown on the preliminary and final plats.
17. Dedication of right-of-way shown on the preliminary plat and Common Council approval of the dedication of right-of-way. Common Council approval signature block shall be added.
18. Planning Commission waiver of the minimum width of the entrance island and typical entrance lane width in exchange for a 13-foot-wide entrance island and 14 foot through lanes.
19. City Attorney review and approval of a shared access easement for the private road.
20. The entrance island and cul-de-sac island shall be contained in outlots.
21. Applicant shall provide the wetland delineation report and add the wetland boundary to the face of the Preliminary and Final Plat, including applicable setbacks.
22. No fill within the floodplain is permitted.
23. Connection to public water and sanitary sewer. The applicant shall obtain the necessary approval and permits for the installation of the sanitary sewer and water main from the various regulatory agencies
24. The developer shall enter into a Water Service Agreement with the City.
25. The proposed water main shall extend down the Villa Grove Road right-of-way to serve the development.
26. Submittal of an updated sanitary sewer flow allocation document subject to MMSD review.

27. Execution and submittal of a right-of-way waiver for any private infrastructure proposed within City right-of-way
28. Submittal and engineering approval of an application for Permit to Construct, Maintain, or Repair Utilities Within Right-of-way.
29. Approval of a storm water management plan for the site in conformance to City ordinances and MMSD Chapter 13, including execution of a Storm Water Management Maintenance and Easement Agreement with maintenance provisions for all proposed Best Management Practices (BMPs). Where applicable, the agreement should include maintenance of yard drains and sump pump discharge.
30. Submittal and City Attorney approval of a Stormwater Maintenance and Easement Agreement.
31. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).
32. Application for and approval of a City Filling and Excavation Permit, if applicable.
33. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit, if applicable.
34. Final staff technical review and approval of the plat. The applicant shall make any technical corrections to the final plat.

Attachments:
PacketDocs_GreenatMequon (PDF)

PERLEWITZ PRELIMINARY PLAT, DEVELOPMENT AGREEMENT, AND SPECIMEN TREE REMOVAL REVIEW

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



Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

To: Mequon Planning Commission
From: Mike Gies, Parks and Forestry Superintendent
Date: June 22, 2022
Subject: Tree Removal – The Green at Mequon (Perlewitz)

Background: The applicant is requesting removal of (2) specimen white pine both located on lot #4. The white pine requested for removal consideration meet the size and species requirements as outlined by Mequon's Tree Preservation Policy, the diameters of the white pine are as follows:

- 17" White Pine (recommended for removal due to location of proposed house)
- 19" White Pine (recommended for removal due to proximity to new home and construction impacts)

Analysis: The (2) white pines on lot 4 should be considered for removal. The trees remain in good condition, with each of them showing no signs of decline, and structure of each tree free of defect, decay, or abnormalities that would lead to concerns of the longevity of each specimen. However, the dimensions of the proposed home, construction traffic, and setbacks would make removal the only viable option for the 2 specimens. Also, with the consideration of the removal of these two white pines would allow preservation of an additional (19) specimens along the rear of the lot. If the proposed home location was pushed further back on the lot, it would impede the other specimen. Those specimens include additional white pine and arborvitae.
The 17" white pine that is within the footprint of the proposed structure is in good condition with no visible signs of defect or decline found upon inspection. The 19" white pine is located just east of the proposed footprint is also in good condition with no visible signs of defect of decline found upon inspection.

Recommendation: The Forestry Division recommends approval of the request to remove both the 17" white pine within the footprint of the proposed home, as well as the 19" white pine due to limited options for adjustment.
Should the Planning Commission approve the removal of the (2) white pine, the applicant would be responsible for replacing 75% of the diameters of the specimen trees after construction is completed. This would equal (27") of replacement trees, which equates to approximately (14) native trees of at least 2" caliper approved by the forester. In lieu of planting, the owner could donate $2,700 to the Mequon Tree Fund, which would be used for Urban Forestry projects. Whether the owner decides to replant or not, the $2,700 would be put into a non-lapsing escrow account before a building permit is issued. The money would then be returned after the tree planting is completed and inspected by the city forester.

Tree Protection Requirement:
The following is required prior to any site cleaning or construction activity. To protect and preserve the trees identified on the landscape plan or by the Planning Commission, the owner/developer/contractor shall install snow fencing no closer than 3' outside the dripline of the tree. It shall be the responsibility of the owner/developer/contractor to maintain fencing during construction. Absolutely, no construction traffic within the fenced areas is permitted. Additionally, signs shall be posted saying Tree Protection Zone. These zones will be inspected by the Forestry Division prior to any construction.

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

PRELIMINARY PLAT

"The Green at Mequon"

A DIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

Property Statistics:

Total Property Area = 14.80 acres (100%)

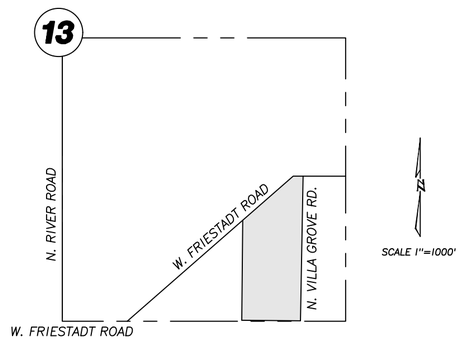
Villa Grove Road & W. Freistadt Road
Dedication Area = 2.61 acres (17.64%)

Outlot 1 Area = 6.26 acres (42.30%)

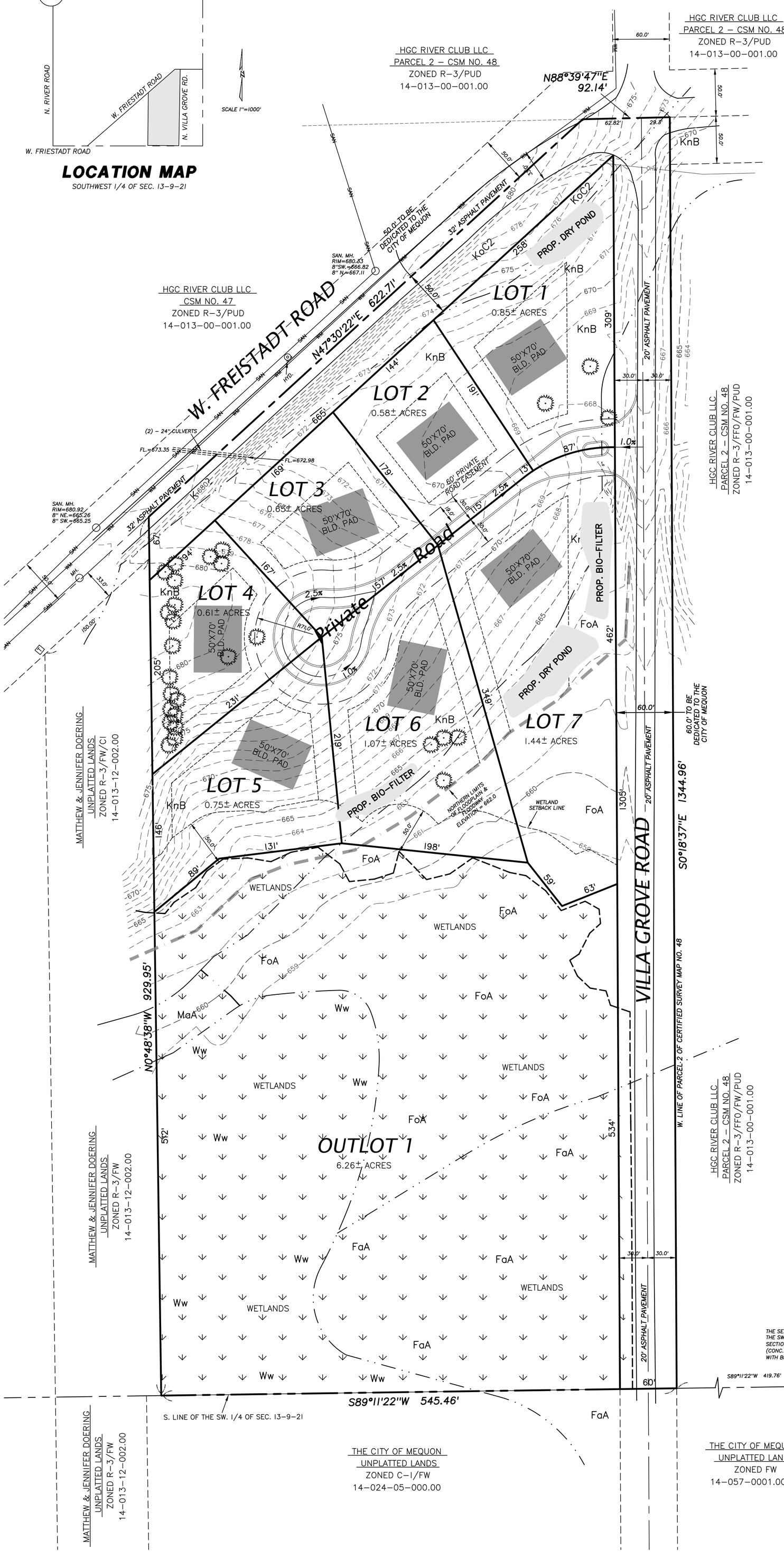
Average Lot Area = 5.93 acres x 7 = 0.85 acres (40.06%)

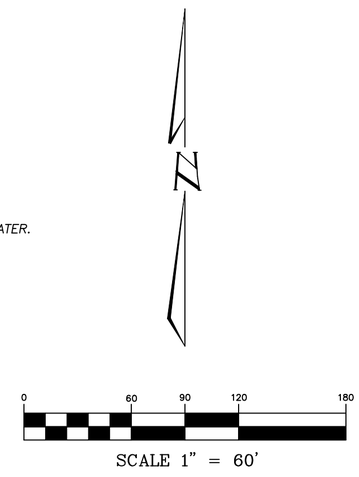
NOTES :

1. ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (SOUTH LINE OF THE SW. 1/4 OF SECTION 13-9-21, WHICH BEARS S89°11'22"W)
2. STORM WATER POND SIZES AND LOCATIONS MAY VARY PENDING OUTCOME OF STORM WATER CALCULATIONS.
3. OUTLOT 1 WILL BE DEDICATED TO A HOMEOWNERS ASSOCIATION SETUP FOR THIS DEVELOPMENT.
4. BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT YARD = 30.0'
   SIDE YARD & REAR YARD = 20.0'
5. THIS DEVELOPMENT WILL BE SERVICED BY CITY SANITARY SEWER & WATER.



LOCATION MAP
SOUTHWEST 1/4 OF SEC. 13-9-21





LEGEND :

- DENOTES EXISTING MAJOR CONTOURS
- DENOTES EXISTING MINOR CONTOURS
- DENOTES U.S.D.A. SOIL BOUNDARY
- DENOTES BUILDING SETBACK LINES
- DENOTES WETLAND LIMITS LINE
- 1.0% DENOTES PROPOSED ROAD PROFILE SLOPE
- DENOTES SPECIMEN TREE AS FLAGGED BY THE CITY FORESTER
- DENOTES WETLAND AREAS

ZONING :
EXISTING ZONING : R-3/FW/OA
PROPOSED ZONING : PUD

TOTAL AREA :
644,757 ± SQ. FT.
14.802 ± ACRES

SUBDIVIDER :
THE GREEN AT MEQUON, LLC
MICHAEL J. PERLEWITZ
W177N11468 BLACKSTONE CIRCLE
GERMANTOWN, WI. 53022
(414) 807-5522

SURVEYOR :
JAMES SCHNEIDER
NORTH SHORE ENGINEERING, INC.
11433 N. PORT WASHINGTON ROAD
MEQUON, WI 53092
(262) 241-9400

APPROVING AGENCY :
CITY OF MEQUON

OBJECTING AGENCIES :
DEPARTMENT OF ADMINISTRATION

SOILS LEGEND :

SYMBOL	NAME	Slopes
FaA	Fabius loam	1-3%
FoA	Fox loam	0-2%
KnB	Kewaunee silt loam	2-6%
MaA	Manawa silt loam	0-3%
KoC2	Kewaunee silty clay loam	6-12% eroded
Ww	Wet alluvial land	

F.E.M.A. NOTE :

1. THE SUBJECT PROPERTY LIES WITHIN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE "AE" BASE FLOOD ELEVATIONS DETERMINED, AS DETERMINED BY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 55089C 0252 F, EFFECTIVE DATE: DECEMBER 4, 2007.

SURVEYOR'S CERTIFICATE

I, James G. Schneider, Registered Land Surveyor, do hereby certify:

THAT I have surveyed, divided, and mapped the preliminary plat of "THE GREEN AT MEQUON", described as follows:

That part of the Southwest 1/4 of Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the South Quarter Corner of said Section 13; thence N89°11'22"W, 419.76 feet along the South line of said Southwest 1/4 to the point of beginning; thence continue N89°11'22"W, 545.46 feet along said South line; thence N0°48'38"W, 929.95 feet at right angles to said South line to the center of Freistadt Road; thence N47°30'22"E, 622.71 feet along the center of Freistadt Road; thence N88°39'47"E, 92.14 feet along said center of Freistadt Road to the Northwest Corner of Parcel 2 of a C.S.M. recorded in Volume 1 on page 99 of C.S.M.'s; thence S0°18'37"E, 1344.96 feet along the West line of said Parcel 2 to the point of beginning.

Said Parcel containing 644,757 sq. ft./14.802 acres of land to centerline of road, more or less.

THAT I have made such survey, land division and preliminary plat at the direction of THE GREEN AT MEQUON, LLC owner of said land.

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

THAT I have fully complied with the provisions of the City of Mequon Land Division Code.

James G. Schneider P.L.S No. S-2127

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

Dated this 18th day of October, 2021
Revised this 17th day of November, 2021
Revised this 12th day of January, 2022
Revised this 15th day of June, 2022

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

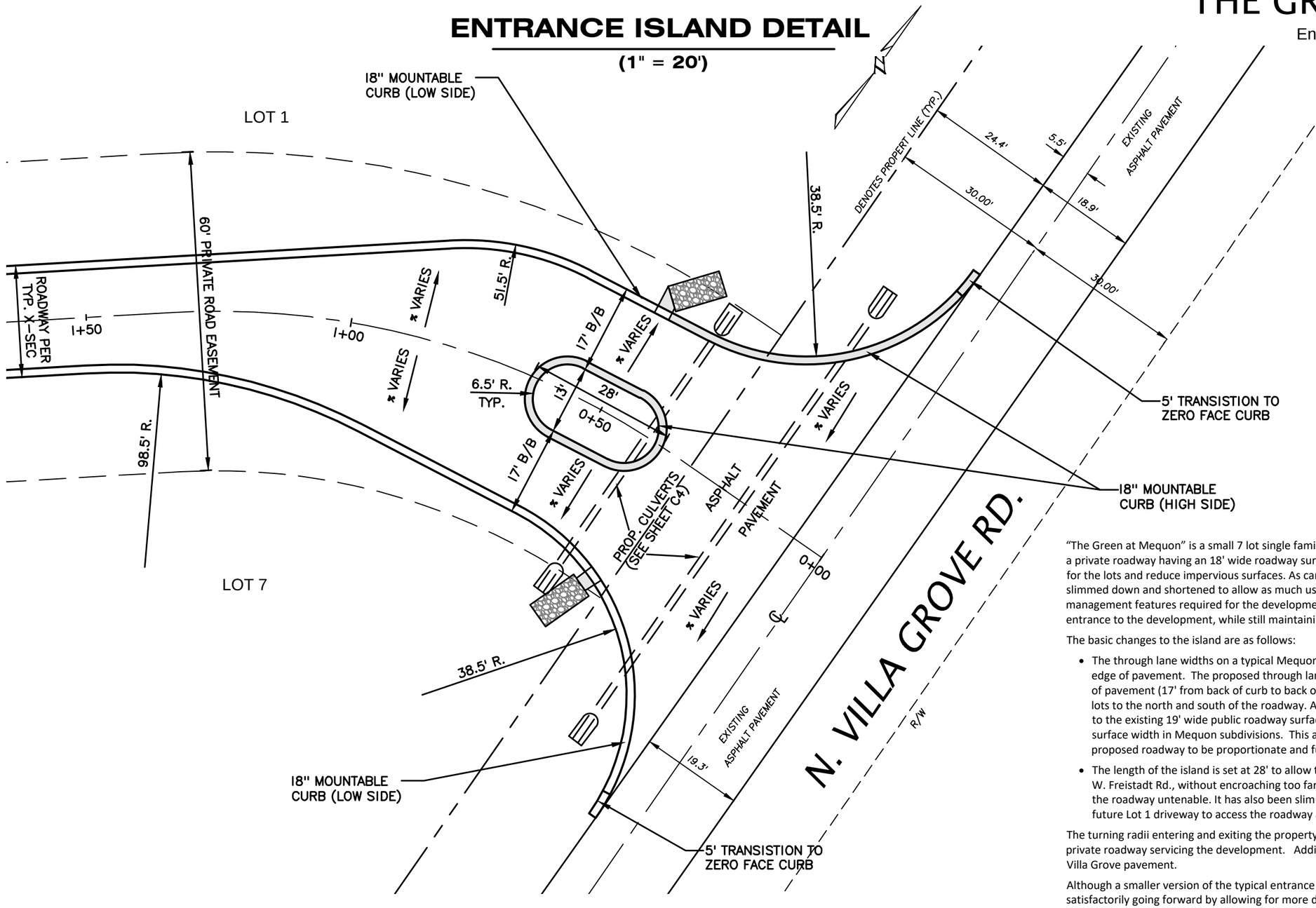
THE GREEN AT MEQUON

Entrance Island Waiver Request

June 10, 2022

ENTRANCE ISLAND DETAIL

(1" = 20')



"The Green at Mequon" is a small 7 lot single family residential subdivision. It is proposed to be served by a private roadway having an 18' wide roadway surface with 18" mountable curb & gutter to conserve area for the lots and reduce impervious surfaces. As can be seen on the detail, the entrance island has been slimmed down and shortened to allow as much usable area for the lots and the multiple stormwater management features required for the development. The island will be an attractive feature as an entrance to the development, while still maintaining its' functionality.

The basic changes to the island are as follows:

- The through lane widths on a typical Mequon entrance island are 16' from the island flange to the edge of pavement. The proposed through lane widths will be 14' from the island flange to the edge of pavement (17' from back of curb to back of curb). This will allow more much needed room for the lots to the north and south of the roadway. Also, the entrance of the proposed private road will flare to the existing 19' wide public roadway surface of N. Villa Grove Rd., as opposed to the typical 22' surface width in Mequon subdivisions. This allows the slightly narrower through lanes of the proposed roadway to be proportionate and functional to the connecting roadway.
- The length of the island is set at 28' to allow the roadway to curve quickly and match the bearing of W. Freistadt Rd., without encroaching too far to the northwest and making the lots on that side of the roadway untenable. It has also been slimmed to 13' wide to conserve space. This will allow the future Lot 1 driveway to access the roadway at a point outside of the entrance area.

The turning radii entering and exiting the property is suitable for all traffic which will be utilizing the private roadway servicing the development. Additionally, the radii will be proportional to the existing N. Villa Grove pavement.

Although a smaller version of the typical entrance island, this model will serve the development very satisfactorily going forward by allowing for more desirable lots and matching the character of the existing conditions.

NORTH SHORE ENGINEERING, INC.
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(262) 241-9400 • FAX: (262) 241-5337
www.NorthShoreEngineering.net

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

Document Number	**DEVELOPMENT AGREEMENT** Document Name	

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of April 21, 2022, by Michael J. Perlewitz, The Green at Mequon LLC (the "Developer") and the City of Mequon, a municipal corporation (the "City").

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

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 public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs,

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statues as Public Improvements.

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

~~[USE THE FOLLOWING PROVISIONS FOR SUBDIVISON PLATS]~~

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on November 22, 2021~~_____~~. 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.

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

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.

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

(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.

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

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

11. Sanitary Sewer System Plans.

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

The Development will have a ~~public~~ private sanitary sewer system. The private sanitary system ~~will tie into~~is required to connect the public sanitary system. The plans for the system shall:

(a) ~~In addition to the City's Standard Specifications for Land Development, c~~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.~~

(c) Show all sanitary sewer lateral locations.

(d) Include a right-of-way waiver for all private facilities installed within the City right-of-way.

~~(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.

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Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

(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.~~the standards in the Mequon Water Connection Policy

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

(viii) Connection to the public main shall be performed without damage or modification to existing pavement unless otherwise approved by Engineering staff. If open cut is permitted, staff will determine the pavement repair limits pursuant to the City Standard Specifications for Land Development.

~~(vii)~~

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(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

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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.

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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)~~(d) 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 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.

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~~**[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.~~

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

MODEL HOMES

28. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for 1_____ 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.~~

~~** If the development will be constructed in phases, with a separate development agreement for each phase, the total number of model homes pursuant to this Agreement shall be limited to the number of lots in the phase addressed by this Agreement.**~~

(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.

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ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

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

30. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; (e) private sanitary sewer system and private lift station pursuant to paragraph 38 below, and (~~e~~f) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property, The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. . The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

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

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

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the

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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

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

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

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

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

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

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

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

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed 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 in paragraphs 34 to 38 below.

OBLIGATIONS OF BUILDER/LOT OWNER

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

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

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

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

37. Sanitary Sewer Laterals. ~~If t~~The Development is served by a private sanitary system which discharges into the public sewer. ~~L~~Lateral locations shall not deviate from the approved plan unless first approved by the City.

38. Private Sanitary Sewer Collection System and Private Lift Station.

(a) The Development will be served by private laterals discharging into a private interceptor main, which connects to a private lift station. The private lift station discharges into the public sanitary sewer infrastructure.

(b) The design for the private system is regulated by NR 110, SPS 382, and the Code, and is subject to state approval.

(c) Any person who connects to the private system shall be responsible for design, construction, repair, operation, maintenance, and inspections of the private sanitary sewer infrastructure including, but not limited to the lift station, force main, and associated facilities.

(d) Such maintenance may include, but not be limited to, providing normal, usual and customary cleaning and maintenance, which may include structure and main line inspections or televising, pump testing and monitoring, valve inspection, corrosion protection system inspection, filter cleaning, gate valve exercising, generator testing, cleaning debris from lift station, and maintaining surrounding grass areas and

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landscaping so that the private sanitary sewer, lift station, force main, and related facilities continue to meet the same performance standards in accordance with which they were originally constructed as provided in relevant sections of NR 110, SPS 382, and the Code.

(e) The lift station shall be maintained to the manufacturer's operation and maintenance specifications.

(f) The lot owners shall be responsible to complete a private lift station condition assessment a minimum of every two years.

(g) Condition assessments shall be maintained by the lot owner and provided to the City for verification of compliance.

(h) If, in the opinion of the City engineer of the City of Mequon, the lot owner fails to repair or maintain, or recertify the private sanitary sewer, lift station, force main, and associated facilities in accordance with relevant sections of NR 110, SPS 382, and the Code, the City may give the lot owner written notice requiring that the failure be cured within thirty (30) days (or such other reasonable period of time) thereafter.

(i) If lot owner fails to comply with the demands of the notice, the City shall have the right but not the obligation to enter upon the property to provide the required repair, maintenance or recertification, and to charge the cost thereof, including administrative charges, to the property pursuant to Section 66.0627, Wisconsin Statutes.

(j) In exercising its obligations hereunder for future maintenance, repair, replacement and recertification, to the extent such work causes or results in removal of or damage or destruction to landscaping plantings, features, elements or amenities of a landscaping plan approved by the City of Mequon, lot owner shall cause the replacement of said landscaping plantings, features, elements or amenities, unless the reestablishment of the same, or a particular part thereof, would be deleterious to the private sanitary sewer, lift station, force main, and associated facilities, and the City of Mequon agrees to such omission.

(k) Notwithstanding the language of paragraph 30 which contemplates the Association completing the work required hereunder for all of the lots within the Development, the requirements of this paragraph shall apply jointly and severally to lot owners and their successors and assigns.

~~37.~~

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

~~38. Private Water.~~

~~(a) 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.~~

~~(b) 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~~

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~~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

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

40. 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.

41. 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.

42. 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

43. 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

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(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.

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

45. 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).

46. 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 June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

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

48. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and

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

49. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and 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. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to $1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

51. 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.

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

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requirements of Section 58-640 of the Code, a sewer connection charge of $1,400.00 (~~XX~~ 7 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.

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

FINAL PLAT APPROVAL; DEDICATION; RELEASE

55. 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.

56. 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.

57. 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

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

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

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

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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.

59. 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,

60. 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.

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

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GENERAL PROVISIONS

62. 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).

63. 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.

64. 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.

65. 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.

66. 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.

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

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

69. 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]

Attachment: PacketDocs_GreenatMequon (7444 : Michael Perlewitz)

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
~~John Wirth~~Andrew Nerbun
Mayor

By: _____
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by ~~John Wirth~~Andrew Nerbun, 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

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[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

By: _____
Name: Michael J. Perlewitz
Title: The Green at Mequon LLC Owner and Developer

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____, 2022, by Michael J. Perlewitz, The Green at Mequon LLC, as _____ of _____.

_____
Name: _____
Notary Public, Ozaukee County Wisconsin, Ozaukee County, Wisconsin

My Commission (expires) (is) _____

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

~~**Development Name**~~The Green at Mequon LLC

Legal Description

That part of the Southwest 1/4 of Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the South 1/4 corner of said Section 13; thence North 89 degrees 09 minutes 04 seconds West, 419.76 feet along the South line of said Southwest 1/4 to the point of beginning; thence continue North 89 degrees 09 minutes 04 seconds West, 545.46 feet along said South line; thence North 00 degrees 50 minutes 56 seconds East, 929.95 feet at right angles to said South line to the center of Freistadt Road; thence North 49 degrees 09 minutes 56 seconds East, 622.71 feet along the center of Freistadt Road; thence South 89 degrees 40 minutes 39 seconds East, 92.14 feet along said center of Freistadt Road to the Northwest corner of Parcel 2 of a Certified Survey Map recorded in Volume 1 on page 99 of C.S.M.'s; thence South 01 degrees 20 minutes 57 seconds East, 1344.96 feet along the West line of said Parcel 2 to the point of beginning. Subject to a right of way and road over the following described premises; Commencing at a point 422.5 feet due West from the 1/4 post between Section 13 and 24, thence in a straight line parallel to the section line North 1340 feet to the so-called Highway M; thence West 50 feet, thence South parallel to the Section line 1340 feet, thence East 50 feet to the point of commencement.

Tax ID No. 14-013-12-005.00

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11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us **Office of Engineering**

TO: **Planning Commission**
FROM: **Kristen Lundeen, Director of Public Works/City Engineer**
DATE: **June 27, 2022**
SUBJECT: **An Ordinance Amending Chapter 58 of the Mequon Municipal Code as it Relates to Stormwater Facilities (Maintenance Responsibility and Green Infrastructure)**

Background

The intent of the proposed text amendment is to address two subjects:

- Stormwater Facility Maintenance
- Milwaukee Metropolitan Sewerage District (MMSD) Green Infrastructure Requirements

Please note that the revised joint Municipal Separate Storm Sewer System (MS4) permit for the City of Mequon and Village of Thiensville will come into effect in August. New permit requirements will result in another amendment to the stormwater ordinance. However, to address administration in the interim, the proposed amendment is necessary.

Analysis

As indicated, the ordinance proposes two fundamental amendments.

Stormwater Facility Maintenance

For new development or redevelopment projects which trigger stormwater requirements, applicants are required to execute a Stormwater Maintenance and Easement Agreement designating the responsible party. The responsible party is required to administer the stormwater facility certifications, as well as operate and maintain the stormwater facility. In the absence or failure of the responsible party, the City has the right to complete the work and special charge the property owner(s) for the cost.

Prior to the current application process, some stormwater management plans were approved absent a formal Stormwater Maintenance and Easement Agreement. As the City administers the required stormwater facility certification process, some residential developments operate without a homeowner's association. Without a more formal designation, the individual property owner of the lot where the stormwater facility is located could be responsible for the stormwater facilities of the development. The proposed language amends Section 58-678 to distribute the responsibility among all the applicable lot owners.

MMSD Green Infrastructure Requirements
In July 2020, MMSD amended Chapter 13 Surface and Stormwater Rules requiring green infrastructure to be installed as a stormwater control measure for new impervious surface exceeding 5,000 square feet, but less than one-half acre, which triggers a full stormwater management plan. Current City ordinances do not include this requirement. The proposed ordinance amends Section 58-674 to pass this requirement through to property owners, as required of the City by MMSD.

The current ordinance requires that stormwater facilities, including green infrastructure, are subject to a drainage financial guarantee. As the MS4 permit holder, and administrator of MMSD Chapter 13 requirements, if the City fails to compel installation of stormwater facilities per ordinance, the City would be responsible for installing the required stormwater facilities. Therefore applications require a drainage financial guarantee, which is released upon certification that the stormwater facility was constructed per design.

While the drainage financial guarantee is a critical tool in compelling compliance, green infrastructure can be designed and installed without the need for a professional engineer. However, the current ordinance requires a cost estimate be signed and stamped by a professional engineer. Staff further proposes an amendment that would allow the drainage financial guarantee for green infrastructure to be a value established with the fee structure, not requiring a professional engineer.

A fee schedule amendment will accompany the ordinance at the Common Council.

Fiscal Impact
The stormwater facility maintenance amendment distributes the cost evenly among benefitting properties, as originally intended. It potentially reduces the fiscal impact to those property owners bearing sole responsibility for the stormwater facility.

The green infrastructure amendment would reduce the cost for applicants submitting plans that do not require a professional engineer for design and potentially reduce the financial obligation when charged as a flat fee. Green infrastructure drainage financial guarantees for the past two years have ranged from approximately $4,000-$16,000, typically for single family home residences. By establishing a flat fee, the fiscal impact could be reduced, but would also be understood prior to issuance of a building permit.

Recommendation
Staff recommends that the Planning Commission favorably endorse and the Common Council approve the ordinance amending Chapter 58 as it relates to stormwater facility maintenance and MMSD green infrastructure requirements.

COMMON COUNCIL
OF THE
CITY OF MEQUON

An Ordinance Amending Chapter 58 of the Mequon Municipal Code as it Relates to Stormwater Facilities (Maintenance Responsibility and Green Infrastructure)

RECITALS

A. The Common Council previously adopted Chapter 58 of the Mequon Municipal Code which includes regulations concerning stormwater management practices.

B. The Planning Commission and the Common Council desire for the City of Mequon regulations concerning stormwater management practices be consistent with other regulatory agencies.

C. The regulation of stormwater management practices is reasonable and necessary to protect the health, safety and welfare of the residents and the Community.

BASED UPON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

Section 58-674 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 58-674. - Land disturbing activities subject to erosion, sediment, on-site detention and runoff control.

(d) Development or redevelopment that will increase impervious surface by an area equal to or greater than 5,000 square feet but less than 21,780 square feet (one-half acre), on a net basis, shall include green infrastructure as required by MMSD Rules Chapter 13: Surface Water and Stormwater. If the new impervious surface is within a residential subdivision for which MMSD has approved a stormwater runoff management plan, then no additional stormwater runoff management is required.

~~(d)~~(e) Erosion and sediment control regulations for lands not otherwise subject to this section. Any owner, occupant or user who permits erosion, sediment deposits, tracking or dropping of dirt on adjacent land, public streets or bodies of water from land not otherwise subject to this section, shall be deemed in violation of this section and subject to the penalties provided in chapter 2 of this Code of Ordinances.

SECTION II

Section 58-678 of the Mequon Municipal Code is hereby amended to read as follows (NOTE: Added text is underlined; Deleted text is ~~struck through~~):

Sec. 58-678. Best management practice ("BMP") maintenance.

(a) All BMPs shall be maintained and cared for by the developer and subsequently, at such time as the developer passes control of the property and responsibility for general maintenance to a homeowner's association, condominium association, or owner(s) (the "responsible party"), by such responsible party. If a homeowner's association or condominium association is not created or later ceases to exist, and no specific owner(s) are specified in any recorded document as the responsible party, the responsible party shall be each lot in the subdivision or each condominium unit. If a subdivision or condominium was created in phases, all phases shall collectively be considered one subdivision or condominium for purposes of this Section.

(b) If, in the opinion of the City of Mequon, ~~either~~ the developer ~~or~~and the responsible party fail to maintain such BMP, the city is authorized to give the developer and/or the responsible party written notice requiring either or both within 30 days thereafter~~,~~ to cure the failure and to maintain and to provide the required care. If the developer and/or the responsible party fails to comply with the demands of the notice, the city shall have the right to provide the required maintenance and to include in the annual tax bill for each lot in the subdivision or condominium unit a proportionate share of the cost of such maintenance.

SECTION III

Section 58-677(b) of the Mequon Municipal Code is hereby repealed and replaced to read as follows:

(b) Drainage financial guarantee.

(1) *Establishment of the guarantee.*

a. The city engineer shall require the submittal of a financial guarantee, the form and type of which shall be acceptable to the city.
b. The financial guarantee shall give the city the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the city that the requirements of this ordinance have not been met.
c. For land disturbing activities listed in Section 58-674(c): The financial guarantee shall be in an amount equal to 125 percent of the estimated cost of construction and maintenance of the stormwater management practices, as determined by the city, during the period which the designated party in the maintenance agreement has maintenance responsibility. The applicant shall provide to the city engineer the estimated costs of construction and maintenance which shall be calculated, stamped and signed by a professional engineer registered in the State of

Wisconsin.

d. For land disturbing activities listed in Section 58-674(d): The financial guarantee shall be in the amount listed in the City's Fee Schedule.

(2) *Conditions for release.*

a. The city shall release the portion of the financial guarantee established under this section, less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with section 58-678 <https://library.municode.com/wi/mequon/codes/code_of_ordinances?nodeId=PTIICOOR_CH58PLDERE_ARTVIIIERSTRUCO_S58-678BEMAPRBMMA>(h). The city may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.

b. The city shall release the portion of the financial guarantee established under this section to assure maintenance of BMPs, less any costs incurred by the city, at such time that the responsibility for practice maintenance is passed on to another entity via an approved maintenance agreement.

SECTION IV

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION V

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION VI

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

_____

Approved by: Andrew Nerbun, Mayor

Date Approved: June 27, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on June 27, 2022.

_____

Caroline Fochs, City Clerk

Published: _____