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

www.ci.mequon.wi.us

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, October 23, 2023
6:00 PM
Christine Nuernberg Hall

Agenda

1) **Call to Order, Roll Call**
   a) Approval of Minutes from September 18, 2023

2) **Regular Business**
   a) Mayer Helminiak Architectural Design for Concordia. The applicant is seeking building plan approval to allow for a 15,000 square foot commercial fish hatchery located at the parcel north of 12800 & 13206 N. Lake Shore Drive. REMOVE FROM TABLE
   b) Design 2 Construct for Sagrillo. The applicant is seeking building and site plan approval to allow for a proposed 4,382 sq. ft. 2-story building for the property located at 10404 N. Port Washington Road (Re-Fresh Aesthetic Center). REMOVE FROM TABLE
   c) Sign Effectz Inc. for Landmark Credit Union. The applicant is seeking sign waiver approval to allow for a second building wall sign (an electronic drive-thru advertisement/monitor screen) to be installed for the property located at 10865 N. Port Washington Road.
   d) James Hoffman. The applicant is seeking fill permit approval to allow for 89,000 C.Y. for fill and berm construction for the parcel located immediately north of 13062 N. Port Washington Road.
   e) Enclave Phase VII. The applicant is seeking development agreement and fill permit approval to allow for 25,000 C.Y. for fill and 12-lots for the parcel located immediately north of 8200 W. Donges Bay Road.
   f) Dennis Bush for Kellaher. The applicant is seeking certified survey map approval to allow for a 2-lot division for the property located at 9832 N. Range Line Road and land immediately to the east.
   g) Caulfield. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 12650 N. Wasaukee Road.
   h) Walter Buildings for Mark Eskuche. The applicant is seeking building and site plan approval to allow for a 1,920 square foot storage building for the property located at 6728 W. Donges Bay Road.

i) Kathy Burghardt for Delish Delivered. The applicant is seeking building and site plan approval to allow for a 2,300 square foot catering services facility for the property located at 6340 W Industrial Road.

j) Lemberg Electric for BMO Bank. The applicant is seeking sign design approval for drive-thru vinyl signage for the property located at 1425 W. Mequon Road.

k) United Image Group for Story Point Mequon. The applicant is seeking sign waiver approval to allow for a setback waiver for a monument sign for the property located at 6751 W. Mequon Road.

3) Announcements

The next meeting is Monday, December 4, 2023, at 6:00 p.m.

4) Adjourn

Dated: October 19, 2023 /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, September 18, 2023
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

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

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

a) Approval of Minutes from July 24, 2023

Action
Commissioner Stoker made a motion to approve the July 24, 2023, meeting minutes.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

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

Attachment: PC Minutes_09.18.23_DRAFT (8891 : Meeting Minutes from September 18, 2023)

2) Public Hearing

a) NM Massage & Wellness LLC. The applicant is seeking conditional use grant approval for therapeutic massage for the property located at 10624 N. Port Washington Road #21 (Mend Studio).

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

No public comment.

Action
Commissioner 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. Jac Zader stated that there was remodeling done to these buildings and the requested approval is for 1,400 square feet space with ample parking at the site. Staff recommends approval of the conditional use grant.

Action
Commissioner Stoker made a motion to approve the conditional use grant.
Commissioner Hawley seconded the motion.
A voice vote was taken; vote passed (8-0)

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

b) Mayer Helminiak Architectural Design for Concordia University. The applicant is seeking conditional use grant and building and site plan approval to allow for a 15,000 sq. ft. commercial hatchery located at the parcel north of 12800 & 13206 N. Lake Shore Drive.

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

Public Comment

Chuck Reynolds – 13340 N. Northwood Lane - he is opposed as his property abuts the proposed parcel. He beleives that a commercial facility should not be located on residentially zoned property. He has concerns about the impact on the neighborhood. He would like answers

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regarding the source of the water, the amount of water that will be used and the discharge plan. He feels that the requested use is not harmonious with the neighborhood.

Dan Bradley – 344 W. Bonniwell Road – he is opposed due to concerns including the proximity of neighboring homes, the impact on the aquafer, the chemicals used, the impact on wildlife, possible light pollution from the building, potential odor pollution, traffic to the facility and the tax status. He asked the Commission to deny this request.

Partick Rochford – 1407 W. River Forest Drive – he is opposed as he believes this use is not cohesive with the city land use plan and it should not be allowed at this location.

Matt Czerniak – 13451 N. Lakewood Drive – he is opposed due to his concern about a potential water table drop. He has concerns about potential smell and waste produced due to the proposed use. He does not believe this is an appropriate location for this use.

Raquel Lehman – 13551 N. Lakewood Drive – opposes the proposal due to concerns about the water table as well as the detention pond being a hazard for young children.

Nikki Paterson – 13827 N. Lake Shore Drive – is opposed due to concerns about the possible impact on the quality of drinking water. She also commented that the surrounding ground area is already saturated and does not feel this use is compatible with the neighborhood.

Frank Sandberg – 524 W. Shady Lane – is opposed due to concerns about the capacity of the holding tanks in the areas.

Community members opposed that did not wish to speak:

Corley Davis – 13633 N. Lake Shore Drive
James Schaefer – 13446 N. Lakewood Drive
Diane Huebner - 13212 N. Lake Shore Drive
Jason Pokorny – 13314 N. Lakewood Drive
Gene & Pam Necikalski – 13206 N. Lake Shore Drive
Dick & Kathy Todd – 13450 N. Lakewood
Phil Kuepke – 12700 N. Lakewood
Bob - 12502 N. Lake Shore Drive
Jim Johnson – 13518 N. Lakewood Drive
John Thiel – 13300 N. Lakewood Drive
Summara Qaisar – 13232 N. Lakewood Drive
Barb Sandberg – 524 W. Shady Lane
Gerald & Joan Barrett – 13551 N. Lakewood Drive

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

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Mayor Nerbun stated the proposal is for an agricultural facility. He explained that this is an agricultural overlay district which allows certain types of agricultural uses, the proposed use is listed as a conditional use for the zoning district in which it would be located. Rezoning is not a consideration as part of this proposal. The owner, Concordia University, has property rights to operate within the allowed zoning allowances.

Assistant Director Jac Zader clarified that the reason staff requested that the City Attorney provide a legal memo was to verify and provide guidance for the Commission as staff thought this would be a contentious issue.

Asst. Dir. Zader showed the site map of the parcel and talked about the surrounding neighborhood and about a few of the items outlined in the staff report. He explained that any rural parcel of 10 acres or larger is zoned with the agricultural overlay. He stated that staff review the proposal in relation to what could be there from the agricultural standpoint as well as what conditional use grants have been previously approved and what conditions have been included as part of those approvals.

He addressed the concern about the lighting by explaining that there are proposed lights on the front and sides of the building and in the parking lot, but all of the lights will be full cut off fixtures and there should not be any glare impact. A formal landscape plan is not required as the intent is to keep the agricultural feel of this parcel and the goal is to keep the natural state as much as possible.

The original proposed building was too industrial looking, so staff provided recommendations, and the applicant did add some windows and shed dormers to the sides, which was an improvement, but staff is not yet fully supportive of the design. The applicant communicated they are willing to continue to work with staff on the design of the building but wanted to wait to confirm that the use was approved before moving forward on design. A few different color schemes were submitted, and staff recommend Scheme D, as shown in the packet, which has lighter colors. Staff recommend approval of the conditional use and that the building and site request be tabled so there can be collaborative work on the design to incorporate a little more architecture appeal.

Assistant City Engineer, Cole McCraw, stated that the applicant did not submit information about the water usage or the water table. The city does not have reviewing jurisdiction outside of the city water district and that is the sole responsibility of the DNR and Ozaukee County reviews all septic systems. He explained that the county will review the soil of where the proposed septic systems will be placed to ensure the system is designed and sized properly. He answered concerns about the pond on the parcel by clarifying that it is a bio-retention basin and remains dry in most cases. Its function is strictly for storm water runoff; it has a sandy bottom which promotes infiltration into the ground but does not typically have a water level.

The applicant stated they have done their research at other fish hatcheries and there is absolutely no smell from these facilities. It was also stated that the tanks require 45,427 gallons of water. The water gets recycled, so it uses 5-10% per day, resulting in 4,500 gallons a day; 3.15 gallons a minute.

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The intent of the hatchery was described as a place for research and innovation for students interested in related industries. It will be a commercial building focused on growing Walleye to 5-inch fingerlings which then get shipped to other facilities for growth. They will breed six times a year which triggers a pickup sized truck to visit the facility.

The applicant stated that this is initiative is innovation driven and that the water is mostly recycled, there are zero chemicals or antibiotics used, zero smell and minimal discharge from the fish. The discharge gets pumped into the septic field.

There was discussion between the Commissioners and the applicant regarding some of the concerns raised by the public.

Action
Commissioner Schaefer made a motion to table to item.
No second to the motion.

There was more discussion and staff explained some of the other uses that could be allowed on that parcel.

Action
Commissioner Stoker made a motion to approve the CUG per staff recommendations, with the requirement of DNR review, there shall be no external fish holding tanks or ponds allowed, no spread of fish waste or carcass on the remaining property and to **table** the building and site request.
Commissioner Hawley seconded the motion.
A roll call vote was taken; vote passed (6-2) (No: Urbani, Schaefer)

RESULT:	**APPROVED WITH CONDITIONS [6 TO 0]**
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Gentges, Hawley, Stoker
ABSENT:	Choren
DEEMED NO:	Urbani, Schaefer

c) Design 2 Construct for Sagrillo. The applicant is seeking conditional use grant, building and site plan and sign waiver approval to allow for a proposed 4,382 sq. ft. 2-story building for the property located at 10404 N. Port Washington Road (Re-Fresh Aesthetic Center).

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

No Public comment

Attachment: PC Minutes_09.18.23_DRAFT (8891 : Meeting Minutes from September 18, 2023)

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

Planner Evan Hoier gave an overview of the location and neighboring properties of the proposed building. He stated that the applicant is requesting several waivers. There are 31 parking spaces proposed but the code requires 36 stalls. The applicant has communicated that the number of employees plus the number of customers at any given time is roughly 24 and they believe that the parking is sufficient for their use. He added that due to the small size of the lot, offset and setback waivers are required to accommodate the new building. Staff requested that the dumpster be relocated further east and to be screened with landscaping. The applicant has agreed to dedicate the Right-of-Way ("ROW") to allow for the applicant to install a straightened out sidewalk along Port Washington Road to be reimbursed with TIF funds. The applicant would be responsible for maintaining landscaping within ROW. It was stated that this is a permitted use, but the waivers require conditional use grant approval.

Planner Hoier discussed the building materials proposed as well as the requested sign waiver.

The applicant stated that they believe the proposed style is similar to other buildings in the neighboring area and follows the guidelines in the ordinance. They expressed that they are constricted on a very small lot, with a smaller footprint due to the ROW dedication. He talked through the proposed materials, which they believe are aesthetically pleasing as well as very good quality and long-lasting.

The Commission expressed support for the type of use and redevelopment of the site. There was some discussion about the windows and possible use of window treatments. There was mixed feedback regarding the building materials proposed and the style of the building. Many of the Commissioners do not support the boxy style of the building and the use of so many different materials. The Commission architect, Marty Choren, was not present at the meeting but communicated his availability to work with staff and the applicant on the building design.

Action
Commissioner Schaefer amended her original motion to table the building and site plan, with the condition that staff, the applicant and Commission architect work together on the building design for final approval from the Commission.
Approval of the conditional use grant per staff recommendations.
Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (8-0)

DRAFT

Attachment: PC Minutes_09.18.23_DRAFT (8891 : Meeting Minutes from September 18, 2023)

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

3) Announcements

The next meeting is Monday, October 23, 2023, at 6:00 p.m.

4) Adjourn

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

The meeting concluded at 8:35 p.m.

Respectfully Submitted,

Jac Zader

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Attachment: PC Minutes_09.18.23_DRAFT (8891 : Meeting Minutes from September 18, 2023)

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Department of Community Development

TO: **Planning Commission**

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

DATE: **October 23, 2023**

SUBJECT: **James Hoffman. The applicant is seeking fill permit approval to allow for 89,000 C.Y. for fill and berm construction for the parcel located immediately north of 13062 N. Port Washington Road.**

Applicant:	James Hoffman
Status of Applicant:	Owner
Requested:	Fill Permit Exceeding 1,000 C.Y.
Existing Use:	Vacant
Existing Zoning:	UCSH (Ulao Creek Senior Housing)
Lot size:	15.25 Acres
Location:	Parcel immediately north of 13062 N. Port Washington Road
Tax Key Number:	#15-008-07-005.00
District:	#5

Background: The applicant is requesting approval for filling in excess of 1,000 cubic yards (CY) and for berms exceeding 4.5 feet in height on the property directly north of 13062 North Port Washington Road. The total requested fill is 89,000 CY.

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

Planning Commission approval is required for fill in excess of 1,000 CY and berms in excess of four feet in height. The applicant is requesting permission to accept fill and construct berms. The applicant is proposing three main changes to the site grading:

Item 1: Raising property grade by approximately 9 inches to 1 foot, which includes spreading and grading approximately 18,000 CY of fill throughout the 15.25-acre parcel.
Item 2: Constructing a berm along the east property line adjacent to I-43 which is estimated at 56,000 CY. The owner intends to use this berm to reduce noise on the parcel from the freeway traffic. The berm is proposed to be approximately 20 feet in height above the adjusted property grade requested in Item 1.
The berm height is proposed for 20 feet. In the area of the east berm, the existing site is approximately 8 to 12 feet higher than I-43 in elevation, so the top of the berm may be approximately 30 feet above the freeway pavement elevation. The current I-43 work will raise the freeway pavement about 1 to 2 feet.

Item 3: Constructing a berm along the west property line adjacent to North Port Washington road, which is estimated at 15,000 CY. The owner intends to use this berm to

reduce noise on the parcel from street traffic. The berm is proposed to be approximately 25 feet in height above the adjusted property grade requested in Item 1.

There is no indication of mapped wetlands on the site. The site was screened for mapped wetlands using WDNR Surface Water Data Viewer. There is a mapped waterway on the southwest corner of the property shown on the WDNR mapping. The grading work shall not encroach in the area shown on the berm depiction as "retention pond." Future work in this area will require a wetland delineation and concurrence by the WDNR. Disturbance or fill of a delineated wetland may only occur with WDNR permitting.

As a condition of the fill permit issuance, the applicant must submit a haul route and a haul route bond. The haul route and haul route bond are intended to protect City streets from the increase in the amount of hauled material.

The improvements propose 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 for the site. The WRAPP permit, or NOI, must be obtained prior to City erosion control permit issuance.

Item 1: Raising Property Grade

In general, staff supports the request for the placement of 15,000 CY of fill, pending applicant submittal of a preliminary grading plan so that City staff can confirm that the natural drainage pattern of the site will be maintained, and that off-site drainage will not be affected. Raising the grade uniformly across the site should not impact future development of the property.

Item 2: East Berm

In general, staff also supports the construction of a berm along I-43. As requested, the berm would serve to reduce the impact of noise from I-43 and serve as a visual transition between any future development on the property and the freeway. Prior to depositing fill and grading for Item 2, the applicant shall develop a landscaping plan and a final grading plan for the east property line berm. The plan shall adhere to the Standard Specifications for Land Development (SSLD), which require that berms be designed to "provide a natural appearance, with a serpentine and undulating grade" and have side slopes no steeper than four (4) feet horizontal to one (1) foot vertical. Berms exceeding four and one-half (4½) feet in vertical height must obtain planning commission approval.

Item 3: West Berm

Staff is not supportive of Item 3, the berm proposed along North Port Washington Road due to both the overall height, design and location. The berm is shown to be 20-25 feet in height over the adjusted grade. Since there is no development proposal at this time, it is difficult to evaluate the scale and context of the berm in relation to the rest of the site, or to identify any impediments to the overall site design due to the placement or height of the berm. Staff would not support any berms greater than four feet along Port Washington Road without a better understanding of how the site would develop.

Staff is concerned that any additional placement of fill along Port Washington Road will become a financial or practical impediment to good site design. Therefore, staff is requesting to table this portion of the request.

As an alternative, the applicant could apply for a temporary use permit to stockpile the material for no more than 18 months, which could allow for the placement of fill while the overall site development goes through the approval process.

Staff Recommendations:
Staff recommends **approval** of Item 1 for 18,000 CY of fill with the following conditions:

1. Applicant shall submit a grading plan for the site which maintains the overall drainage pattern and appropriately transitions to existing grades at all property lines. An approved preliminary plan is required prior to fill permit issuance.
2. Engineering Division review and approval of the individual preliminary grading and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
3. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP (NOI) permit. The permit is required prior to site disturbance.

Staff recommends **approval** of Item 2 for the 56,000 CY of fill and associated berm along the east property line with the following conditions:

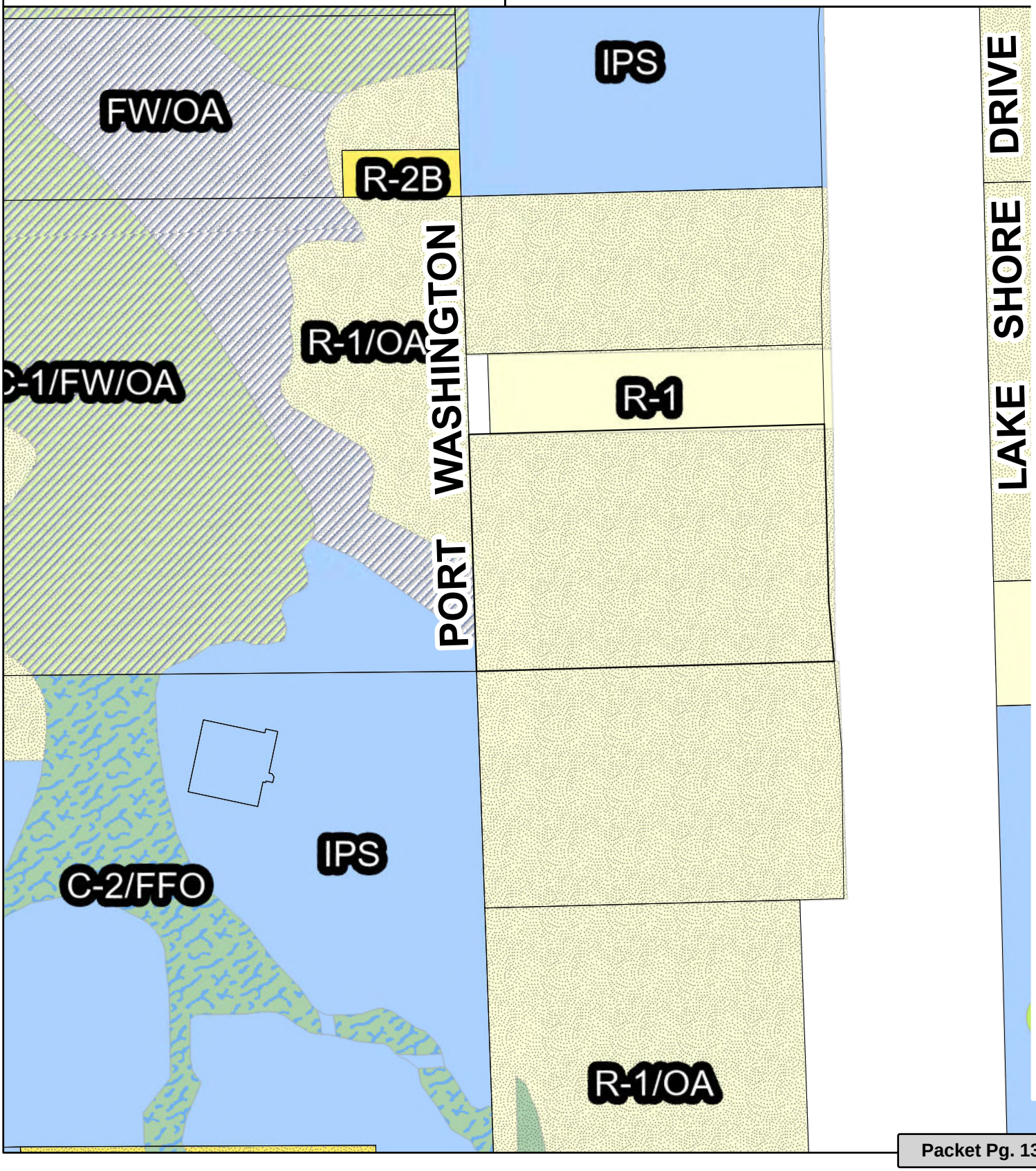
1. Applicant shall submit berm design and landscaping plan for the east berm by February 1, 2024. The berm design shall conform to City ordinances and the Standard Specifications for Land Development and be designed as undulating and serpentine, pending the approval by Community Development.
2. The plantings on the approved landscape plan shall be installed no later than June 30, 2024.
4. Depending on the timeline for acceptance of fill and berm construction, application for or amendment to the existing City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP (NOI) permit. If the work is not concurrent to the work of Item 1, the permit is required prior to site disturbance.

Staff recommends **tabling** Item 3 for the 15,000 CY of fill and associated berm along the east property line. If the applicant pursues acceptance of fill, he should consider either applying for a temporary use permit for stockpiling the fill, or work with staff on an adjusted design for the proposed berm.

Attachments:
Packet Docs_Hoffman (PDF)

HOFFMAN FILL PERMIT

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



Attachment: Packet Docs_Hoffman (8886 : James Hoffman)

James Hoffman Port Washington Rd. 15 ac

Application for Fill and Berm Approval

Statement of Intent

History

James Hoffman purchased the 15ac site in 1992 for the purpose of raising trees for future-transplanting to vacant lots during the landscaping phase of new home construction. At that time, there were over 500 improved, vacant lots in Mequon. Most lots were 1 acre or less in size and had few or no trees to create privacy and landscape beauty. The ability to transplant locally grown trees to a construction site added value to a project as it added privacy. Subdivisions such as The Pines, Park Place, Beechwood Farms and Vintage Estates were all developed in the 90's and were in need of trees.

As the trees grew to transplant size, Mequon experienced significant rezoning to 5ac and larger parcels of land. The shift to developments in mound-required areas (trees cannot be planted on a mound) along with the increased distance between homes, significantly lessened the need for large trees. The recession in the early 2000's further reduced the demand. While a portion of the farm grown trees has been transplanted to enhance Mequon development, the remaining trees have now grown too large to move. Dothistroma Septosporum as well as Rhizosphaera needle cast have also infected the existing trees. Removal of the existing trees is now the only viable option for the existing crop.

Plan Going Forward

Issue

Highway traffic noise on the east and west sides of the property is detrimental to the property's appeal. Berms with tasteful plantings are a logical solution to lessen highway noise, adding beauty to the property.

Solution

- Hoffman has been approached by I43 construction contractors, offering to build berms on the 15ac site. Significant sized berms will lessen the impact of noise and visual pollution from the adjacent highways.
- The berm concept was shared with Planning and Engineering Staff, the Mayor, the District Alderman and the City Attorney at a concept sharing meeting on August 18th. The applicability of Wisconsin State Statute 95.193 was also discussed.

Attachment: Packet Docs_Hoffman (8886 : James Hoffman)

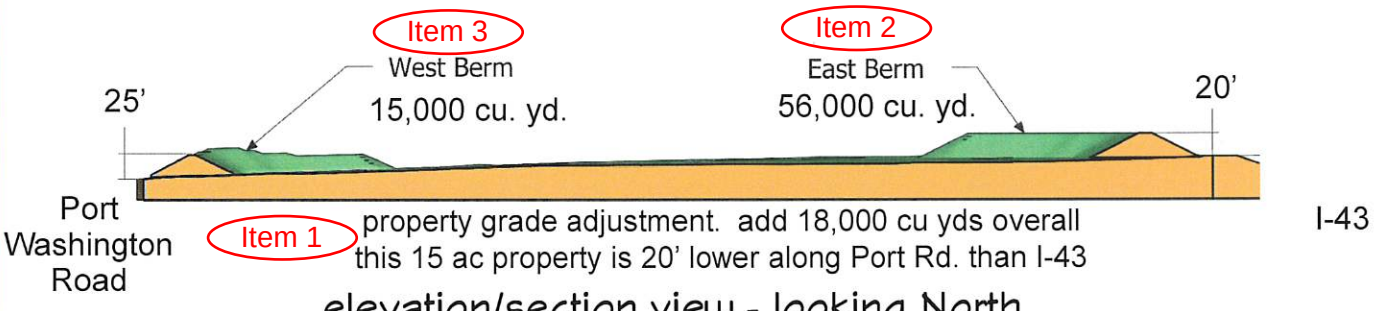
- It was suggested that Hoffman file a Planning Commission and Filling/Berm application with the City to further the process of creating berms on the 15 ac site. This application represents a conceptual berm and filling plan, a plan that depicts the location, size and volume of fill to be used in the construction of the berms.
- As construction of I-43 is ongoing and time is of the essence, approval of this plan would allow dirt fill to be moved to the project, consistent with typical City Engineering requirements and oversight.
- As the berm creation is taking shape, a final grading and landscaping plan will be presented to Planning and Engineering staff for collaborative discussion. Ultimately, a final design will be submitted to the Planning Commission for approval.

Attachment: Packet Docs_Hoffman (8886 : James Hoffman)

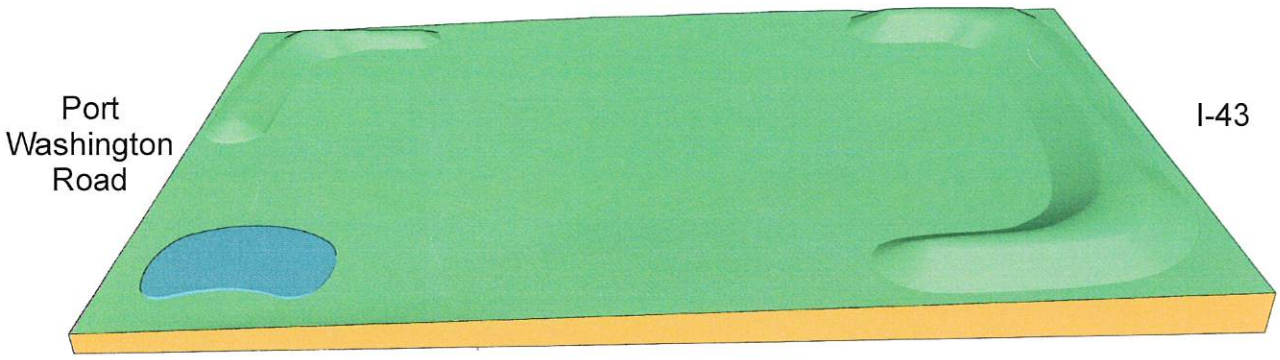
James Hoffman Port Wash. Rd.15ac
Application for Fill and Berm Approval
Concept Berm Design

See full-size 1" = 60' scale, 18" x 24" Survey for dimensions and topographical detail

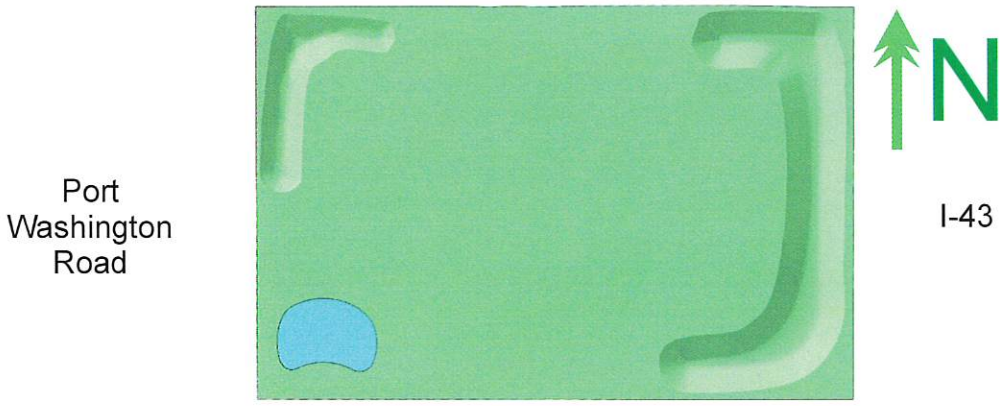
Berm Heights and Fill Volumes



elevation/section view - looking North



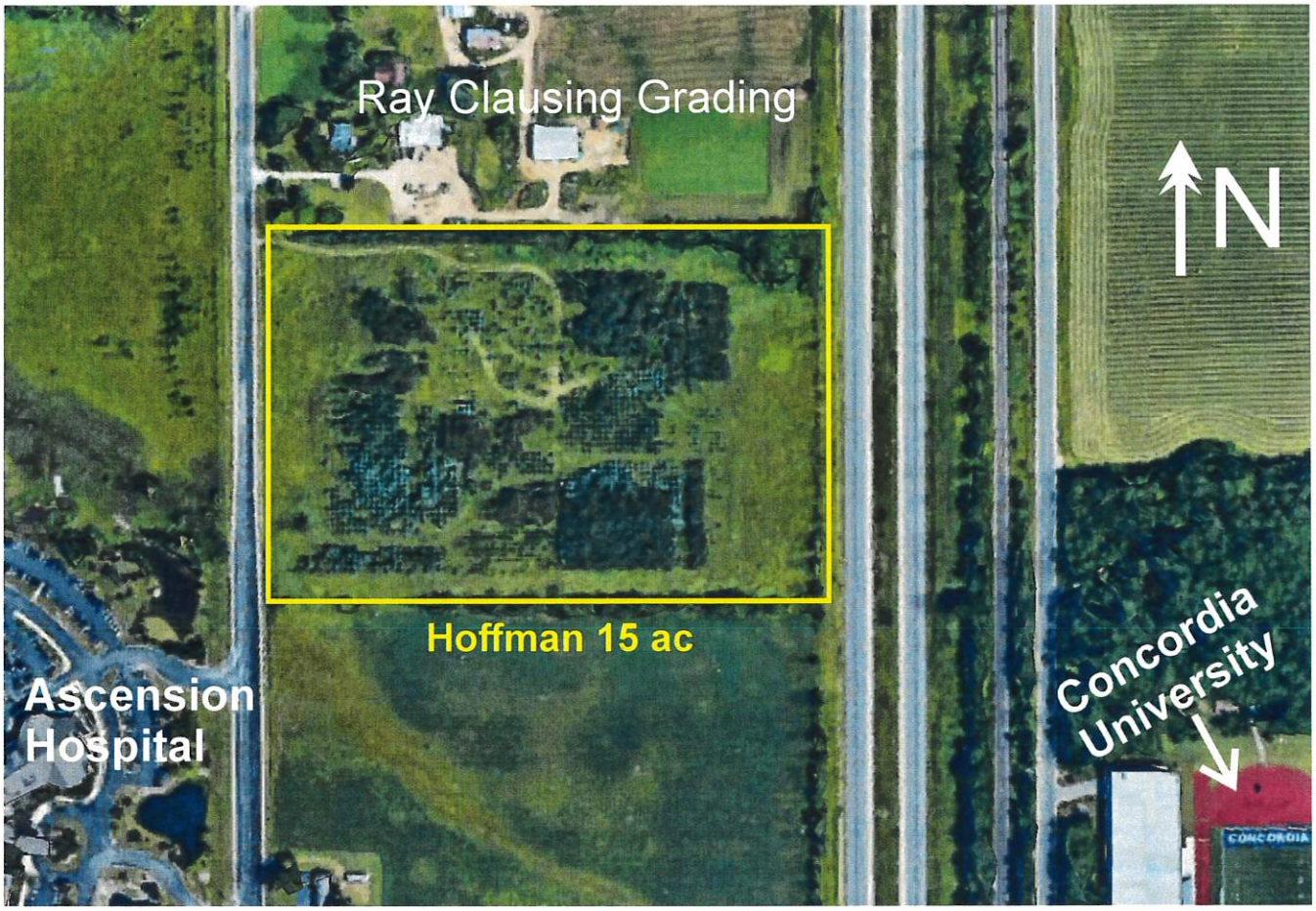
aerial perspective - looking North



plan view

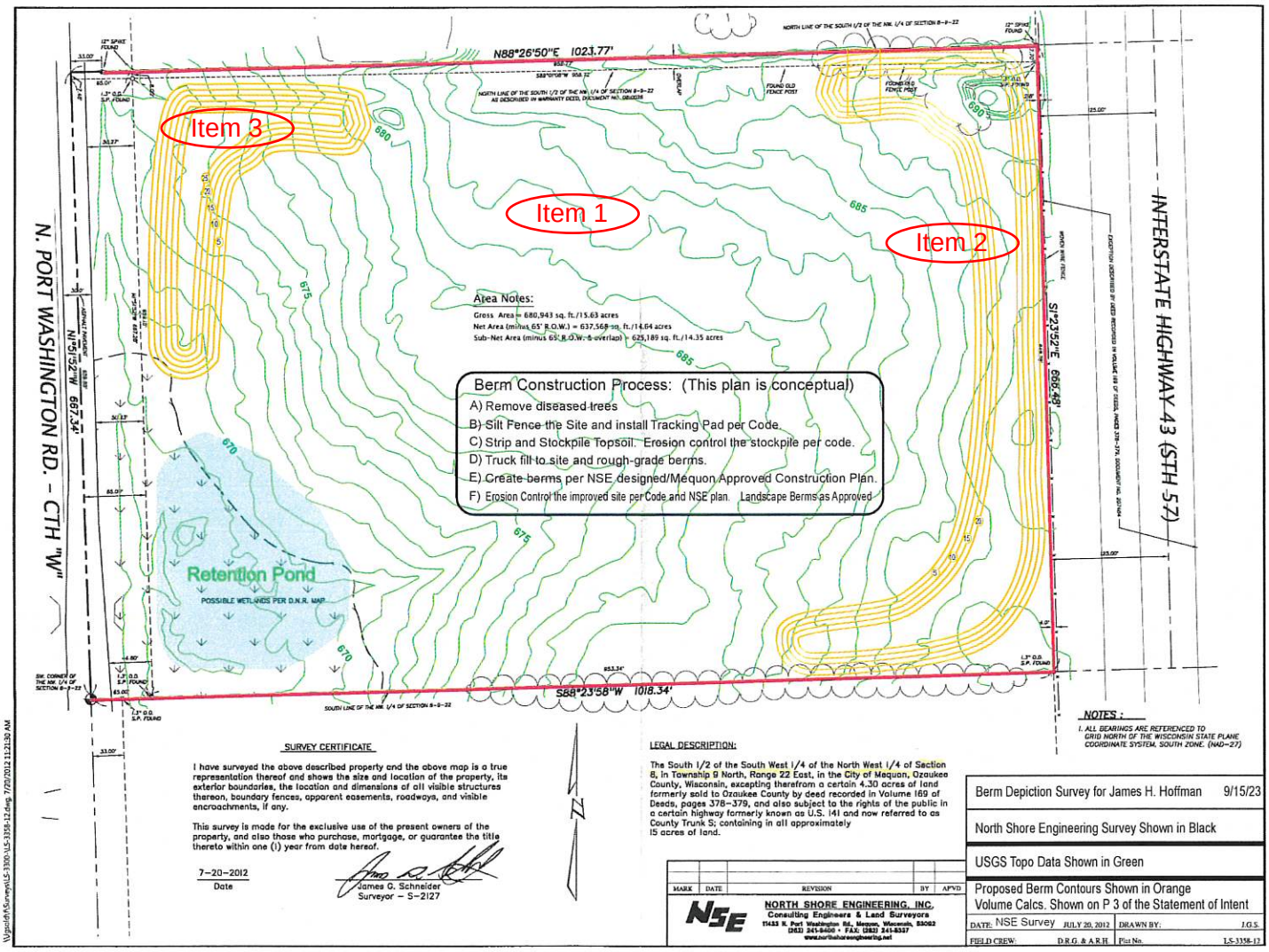
Attachment: Packet Docs_Hoffman (8886 : James Hoffman)

James Hoffman Port Wash. Rd.15ac
Application for Fill and Berm Approval
Aerial Photographs



Attachment: Packet Docs_Hoffman (8886 : James Hoffman)

James Hoffman Port Wash. Rd.15ac
Application for Fill and Berm Approval
Survey



Survey (See Full Size 18x24 for increased legibility. 1" = 60' scale)

Attachment: Packet Docs_Hoffman (8886 : James Hoffman)

James Hoffman Port Wash. Rd.15ac
Application for Fill and Berm Approval
State of Wisconsin Statute 85.193

History: 1991 a. 309; 2013 a. 20.

Cross-reference: See also ch. Trans 401, Wis. adm. code.

85.193 Borrow and material disposal sites for transportation projects.

(1) DEFINITIONS. In this section:

(a) "Borrow" means soil or a mixture of soil and stone, gravel, or other material suitable for use in the construction of embankments or other similar earthworks constructed as part of a transportation project.

(b) "Borrow site" means a site off of the transportation project property from which borrow is excavated for use in a transportation project.

(c) "Material disposal site" means a site off of the transportation project property used for the lawful disposal of surplus materials from a transportation project and that is under the direct control of the transportation project contractor or a transportation project subcontractor. "Material disposal site" does not include a private landfill that is not managed by the transportation project contractor or a transportation project subcontractor or a landfill that is owned or directly controlled by a political subdivision.

(d) "Political subdivision" means a city, village, town, or county.

(e) "Transportation project" means a construction or maintenance project directed and supervised by the department that relates to an airport, railroad, highway, bridge, or other transportation facility and that is subject to an agreement under s. 30.2022.

(2) EXEMPTION FROM LOCAL ZONING. No zoning ordinance enacted under s. 59.69, 60.61, 60.62, 61.35, or 62.23 may apply to a borrow site or material disposal site i all of the following apply:

(a) The owner of the property consents to the establishment of a site on his or her property.

(b) The department determines that the site is not a commercial establishment that has a fixed place of business from which the establishment regularly supplies processed or manufactured materials or products.

(c) The transportation project contractor assumes sole responsibility for the operation of the site.

(d) The site is used solely for the specified transportation project and solely during the period of construction of the specified transportation project.

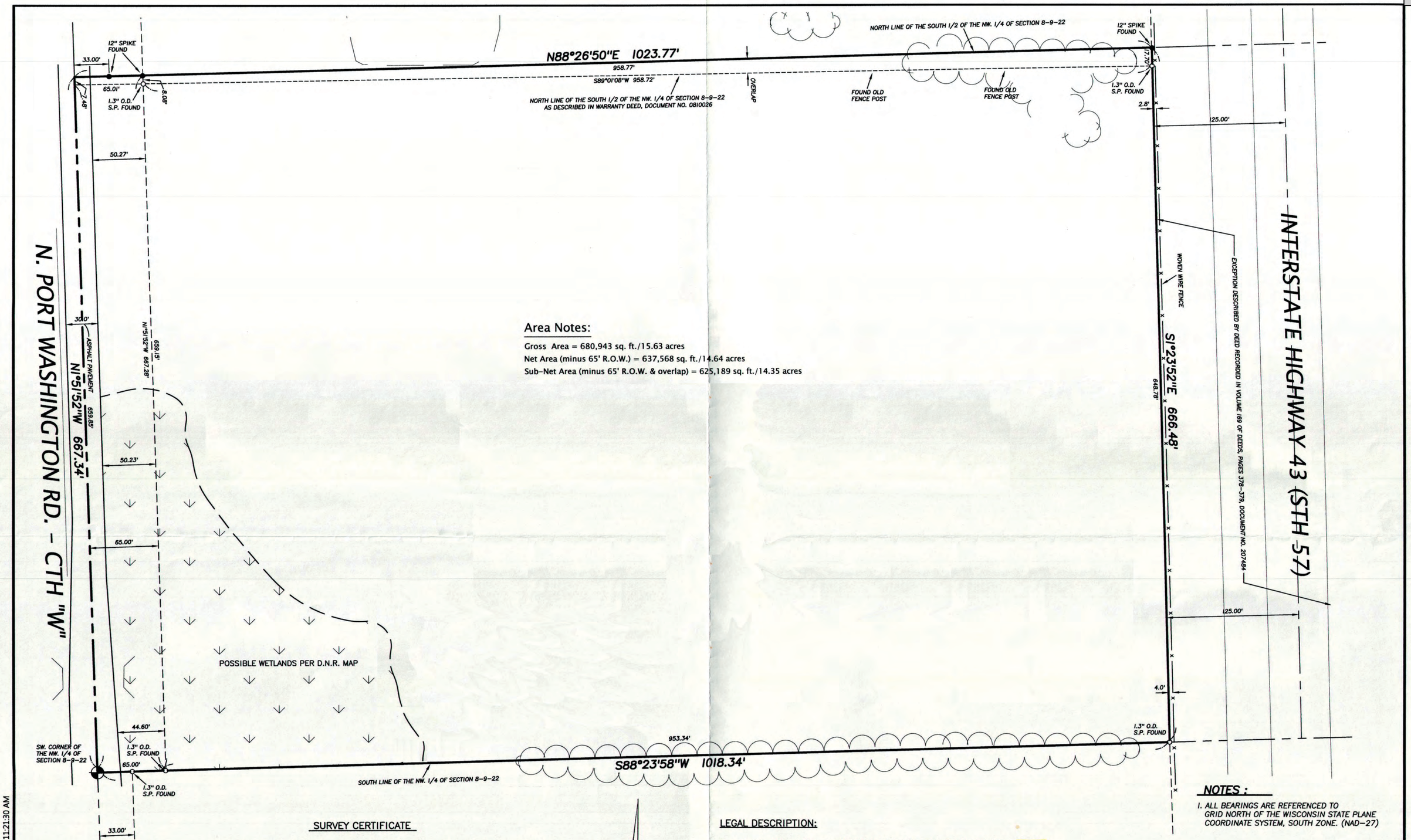
(e) The transportation project contractor or a transportation project subcontractor does not crush, screen, wash, blast, or apply another manufacturing process to mineral aggregate from the borrow site, on or off the borrow site, to produce finished aggregate products.

(g) The transportation project contractor complies with all of the following:

1. Any applicable noise limit standards for mine and quarry operations established under s. 101.15 (2) (e).

2. Any applicable restoration requirements for construction site erosion control established under s. 85.19 (1) and any applicable restoration requirements established under an agreement under s. 30.2022.

Attachment: Packet Docs_Hoffman (8886 : James Hoffman)



Area Notes:

Gross Area = 680,943 sq. ft./15.63 acres
Net Area (minus 65' R.O.W.) = 637,568 sq. ft./14.64 acres
Sub-Net Area (minus 65' R.O.W. & overlap) = 625,189 sq. ft./14.35 acres

SURVEY CERTIFICATE

I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, roadways, and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one (1) year from date hereof.

7-20-2012
Date

James G. Schneider
Surveyor – S-2127

LEGAL DESCRIPTION:

The South 1/2 of the South West 1/4 of the North West 1/4 of Section 8, in Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, excepting therefrom a certain 4.30 acres of land formerly sold to Ozaukee County by deed recorded in Volume 169 of Deeds, pages 378-379, and also subject to the rights of the public in a certain highway formerly known as U.S. 141 and now referred to as County Trunk S; containing in all approximately 15 acres of land.

NOTES :

1. ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. (NAD-27)

MARK	DATE	REVISION	BY	AP'VD

NSE
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

DATE:	JULY 20, 2012	DRAWN BY:	J.G.S.
FIELD CREW:	D.R.G. & A.R.H.	Plat No.	LS-3358-12

\\Vgsold\f\Surveys\LS-3300-\LS-3358-12.dwg, 7/20/2012 11:21:30 AM

Attachment: Packet Docs_Hoffman (8886 : James Hoffman)

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: James H. Hoffman (Jim) Phone #: 414-559-7150

Property Owner Name: James H. Hoffman Phone #: 414-559-7150

Agent Or Owner Contact Address: 4850 N. Lake Drive, Whitefish Bay, WI 53217

Email Address: jim.hoffmanhomes@gmail.com

Location Or Address Of Work Site: North Port Washington Road

Or: Description / Tax Key No. / Subdivision

LEGAL DESCRIPTION:

The South 1/2 of the South West 1/4 of the North West 1/4 of Section 8, in Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, excepting therefrom a certain 4.30 acres of land formerly sold to Ozaukee County by deed recorded in Volume 169 of Deeds, pages 378–379, and also subject to the rights of the public in a certain highway formerly known as U.S. 141 and now referred to as County Trunk S; containing in all approximately 15 acres of land.

Estimated Date Of Completion: End of 2024 (Consistent with I-43 Completion)

Reason For Fill/Removal/Excavation Reduce road noise from I-43 and Port Washington Roads

Increase housing privacy to increase appeal, consistent with zoning

Name Of Contact Other Than Applicant: _____ Phone #: _____

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 $_____

Total Cubic Yards To Be Deposited/Removed/Excavated approximate C.Y.* 89,000 C.Y. (See attached plan)

** 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: 9/15/2023

James H. Hoffman

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: Packet Docs_Hoffman (8886 : James Hoffman)

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: **October 23, 2023**

SUBJECT: **Enclave Phase VII. The applicant is seeking development agreement and fill permit approval to allow for 25,000 C.Y. for fill and 12-lots for the parcel located immediately north of 8200 W. Donges Bay Road.**

Applicant:	Veridian Homes
Status of Applicant:	Owner
Requested:	Development Agreement Fill Permit in excess of 1,000 C.Y.
Existing Use:	Vacant Land
Existing Zoning:	R-3 (Single Family 1 Acre) PUD (Planned Unit Development) TDR (Transfer of Development Rights)
Lot size:	33.35 Acres
Location:	Parcel immediately north of 8200 W. Donges Bay Road
Tax Key Number:	#14-028-15-014.00
District:	#4

Background:
The applicant is requesting development agreement approval for Phase VII consisting of 12 lots (Lots 89 to 100) on the property located at the west end of West Preserve Parkway. The preliminary plat was approved on January 13, 2020, and the final plat will be subject to further consideration by the Planning Commission at the time of its submission. The phase generally includes approximately 850 feet of roadway extension, storm and sanitary sewer, and water extension. The stormwater management performed for Phase VI was designed to accommodate the Phase VII development.

Development Agreement:
Please see attached draft development agreement for Phase VII. The developer utilized the template development agreement, which was modified and submitted to staff. Engineering and planning staff subsequently reviewed the document and submitted to the City Attorney for review. The changes shown on the redlined development agreement are the same changes from the template approved with the previous phase. The development agreement provides the opportunity to construct two (2) principal structure model building prior to final plat approval with the understanding that the unit can't be sold or title transferred until the associated plat is recorded. This is consistent with the table approved as a part of the template document.

Fill:

The fill and earthwork quantity associated with lot grading requires planning commission approval. The fill permit requests approximately 25,000 cubic yards of earthwork. Grading plans have been reviewed by engineering staff and can be approved following planning commission approval of the minor request.

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

The development agreement is based on the standard development agreement language and was submitted to the City Attorney. The applicant proposed mostly form and format changes. The applicant must include a legal description of the area governed by the DA.

The site plans for Phase VII are under review by the Engineering Division. The Engineering Division has no additional comments.

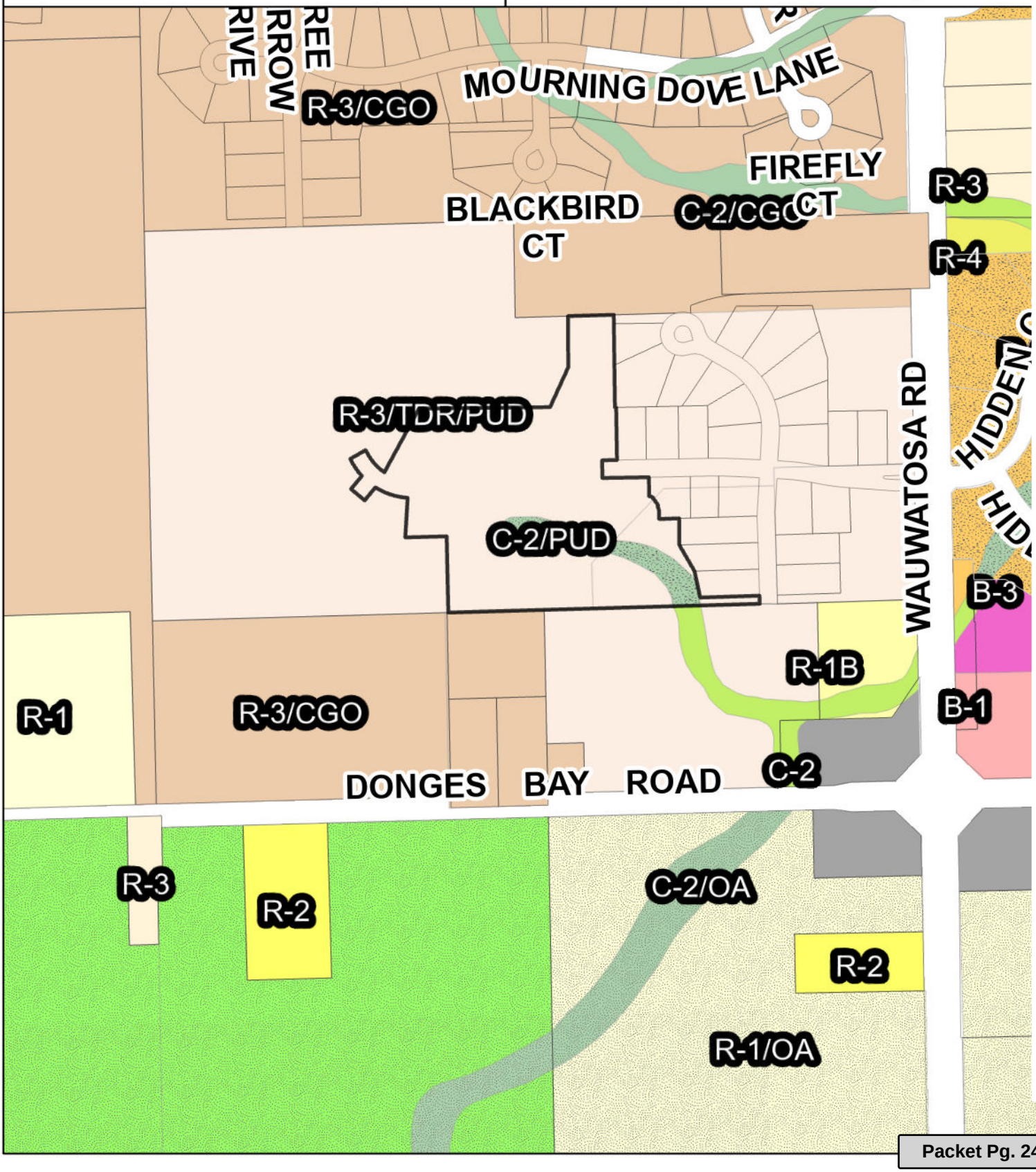
Staff Recommendation:
Staff recommends **approval** of the development agreement and fill quantity subject to the following condition(s):

1. Street connection to Tree Sparrow Drive in Enclave at Mequon Preserve Phase III.
2. Review of the draft DA by the City Attorney.
3. Inclusion of legal description as DA exhibit.
4. Common Council approval of the Development Agreement.

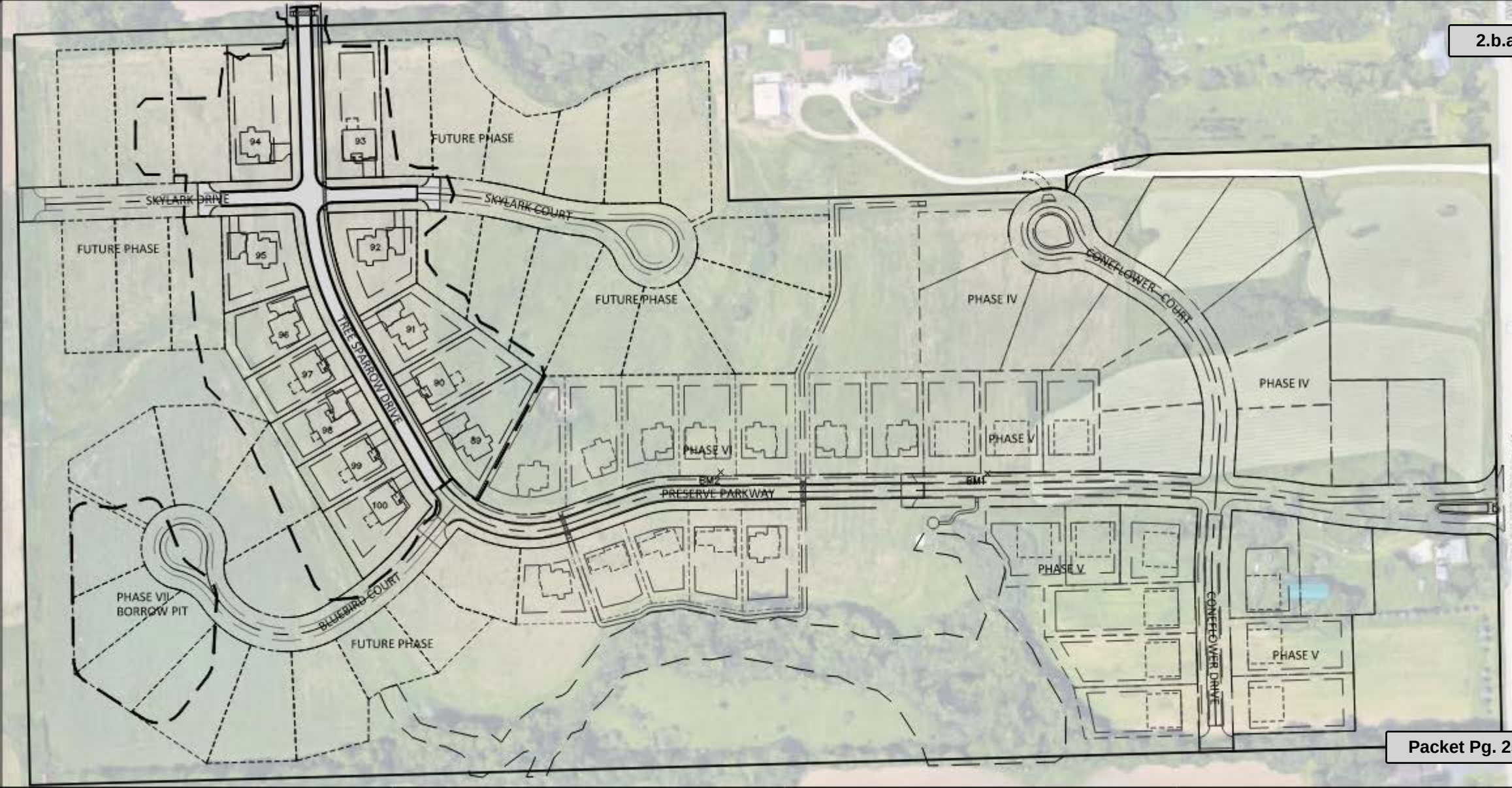
Attachments:
Packet Docs_Enclave VII (PDF)

ENCLAVE

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



Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)



Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

Document Number	**DEVELOPMENT AGREEMENT** Document Name	

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of _____, 20__, 23, by _____ Mequon I, LLC, a Wisconsin Limited Liability Company (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.

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

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

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

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

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on ~~_____.~~ January 13, 2020. 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

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

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

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

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

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

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

9. Landscaping, Open Space and Signage Plans**.**

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

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

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

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

10. Street Plans.

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

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

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

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

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

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

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

11. Sanitary Sewer System Plans.

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

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

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

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

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

(d) Show all sanitary sewer lateral locations.

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

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

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

12. Water System Plans.

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

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

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

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

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

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

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

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

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

(b) Fire Protection.

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

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

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

~~The Development will not be served by public water; instead, private wells will be installed. The type of and plans for a fire protection system shall be subject to review and approval of the Fire Chief.~~

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

CONSTRUCTION REQUIREMENTS

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

15. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

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

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

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

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

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

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

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

22. Additional Erosion and Runoff Control Requirements**.**

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

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

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

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

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

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

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

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

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

25. Additional Street and Street Signage Requirements.

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

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

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

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

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

26. Additional Utility Requirements.

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

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

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

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall 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 ~~_____~~ 2 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; and (e) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property, The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

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

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

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

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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~~promptly. 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

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- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit 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 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 the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

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

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

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

~~40.~~39. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

~~41.~~40. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents unless such claim is the result of negligent or willful misconduct by the City, or its officers, agents, or employees. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

~~42.~~41. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

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FINANCIAL OBLIGATIONS

~~43.~~42. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

~~44.~~43. Special Assessments. No special assessments are contemplated in connection with the Development.

~~45.~~44. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

~~46.~~45. Landscaping Completion ~~Letter of Credit~~Guarantee. 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 performance bond, letter of credit or cash deposit 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 in the City Attorney's reasonable discretion. 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 reasonable 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 performance bond, letter of credit or cash deposit 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.~~46. Landscaping Survival ~~Letter of Credit~~Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. ~~The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent.~~ The form and content shall be acceptable to the City Attorney in the use of the City Attorney's reasonable discretion. The Developer or its assign

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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 performance bond, letter of credit or cash deposit 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~~funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

~~48.~~47. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts or as otherwise required by Wisconsin Statutes Section 236.13. The performance bond, letter of credit or cash deposit 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 in the use of the City Attorney's reasonable discretion. 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 performance bond, letter of credit or cash deposit 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~~funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

~~49.~~48. Surface Completion ~~Letter of Credit.~~Guarantee 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 performance bond, letter of credit or cash deposit 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 in the use of the City Attorney's reasonable discretion. 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~~Guarantee 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.~~49. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to $1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund

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

~~52.~~51. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of ~~$_____~~$2,400 (~~XX~~ 12 lots or units @ $200 per lot or unit) prior to Final Plat approval.

~~53.~~52. Developer's Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer's election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

~~54.~~53. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

~~55.~~54. Final Plat Approval

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

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

~~56.~~55. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

~~57.~~56. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

~~58.~~57. Events of Default**.** The occurrence of any of the following shall constitute an "Event of Default":

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

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

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

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

~~59.~~58. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

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

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

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

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

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

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

~~61.~~60. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs provided, however, that in the event of legal or administrative action, Developer shall only be responsible for the City's reasonable attorneys' fee and costs if the City is the prevailing party in any such legal or administrative action.

GENERAL PROVISIONS

~~62.~~61. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

~~63.~~62. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

~~64.~~63. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

~~65.~~64. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

~~66.~~65. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

~~67.~~66. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

~~68.~~67. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

~~69.~~68. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
Andrew Nerbun
Mayor

By: _____
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____ _____, 20___, by 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

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

Mequon I, LLC
By Forgewell Building Group, LLC
Its sole member

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) SS
DANE COUNTY)

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

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

Drafted by: City of Mequon

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

EXHIBIT A

to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
~~———————————~~MEQUON I, LLC

~~**Development Name**~~Enclave at Mequon Preserve South

Legal Description

The Enclave at Mequon Preserve South VII Legal Description:

Attachment: Packet Docs_Enclave VII (8887 : Enclave Phase VII)

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: **October 23, 2023**

SUBJECT: **Dennis Bush for Kellaher. The applicant is seeking certified survey map approval to allow for a 2-lot division for the property located at 9832 N. Range Line Road and land immediately to the east.**

Applicant:	Dennis Bush
Status of Applicant:	Agent
Requested:	Final Land Division Approval
Existing Zoning:	R-2 (2 Acre Residential)
Land Use Plan:	Residential 1.5 – 5 Acres
Lot size:	4.37 Acres
Location:	9832 N. Range Line Road and land immediately to the east
Tax Key Number:	#15-031-10-008.00
District:	#7

Background:
The applicant is requesting Planning Commission approval for a two-lot land division of acres located at 9832 N Range Line Road and a portion of land from the parcel to the east. The land division would create two lots, Lot 1 is shown to be 2.36 acres in size and contains a single-family home and Lot 2 is shown to be 2 acres in size and includes two outbuildings that will be razed. The CSM includes the dedication of right of way which require Common Council approval.

Land Use Plan Map and R-3 District Standards:
The proposed certified survey map (CSM) is consistent with the R-2 district standards including the minimum average lot width requirement of 200 feet. Access to the site is shown via a shared access easement from Range Line Road. A shared access and maintenance easement is required to be reviewed and approved by the City Attorney. There is also a portion of an existing driveway that serves parcels to the east that is located on Lot 2. An easement for this driveway is shown on the CSM. A corresponding legal document shall be prepared for the easement to be reviewed and approved by the City Attorney. There is a small wetland shown on Lot 2 at the rear of the site.

Specimen Trees:
The City Forester has walked the site with the applicant and identified a number of specimen trees on the property. The location of the specimen trees are not in close proximity to the proposed building location on lot 2 and should not be impacted by the proposed land division.

Other Technical Corrections:
Planning staff understands that the Engineering Division will provide a full technical review of the CSM.

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

Access is provided through an existing driveway on North Range Line Road. The land division does not trigger the requirement for a bypass lane or acceleration-deceleration lanes according the Standard Specifications for Land Division (SSLD). The shared private driveway shall:

a. conform to the Mequon SSLD Section 3.2.9 which requires that shared private driveways must be 18 feet wide with two-foot aggregate shoulders; or,
b. the applicant must obtain a Planning Commission waiver approval to Section 3.2.9 of the Mequon SSLD.

Under either option, the applicant must provide a declaration agreement for the Private Drive Easement shown on the plans, defining that the easement provides ingress/egress for Lot 2 and describing the maintenance responsibilities for both lot owners.

The proposed certified survey map includes the dedication of right-of-way along North Range Line Road at the ultimate right-of-way width. Dedication and Common Council acceptance is a condition of approval.

Wetlands are present on site and are shown on the CSM. The wetland protective area is indicated on the CSM. A wetland delineation report shall be submitted with concurrence from the Wisconsin Department of Natural Resources (WDNR). If any modifications to the wetland protective area is required, it shall be updated prior to recording the CSM.

The site is located within the City's sewer service area and connection to the public sewer utility is required. The CSM shows a sanitary sewer easement along the north property line of Lot 1. All legal documents, including easements, are subject to review by the city attorney.

Water connection shall conform to the Mequon Water Utility Water Connection Policy. The applicant submitted a water connection deferral request due to the current distance to connection. The CSM approval will be conditioned on the deferral request being granted by water utility staff. Lot 1 must provide legal and practical access for a future water lateral. The applicant shall either modify the proposed sanitary sewer easement to allow for both the sanitary and the water connections, or provide a separate easement, including all required declaration language.

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

A filling, excavation, and berms permit and an erosion control permit are not required for the land division.

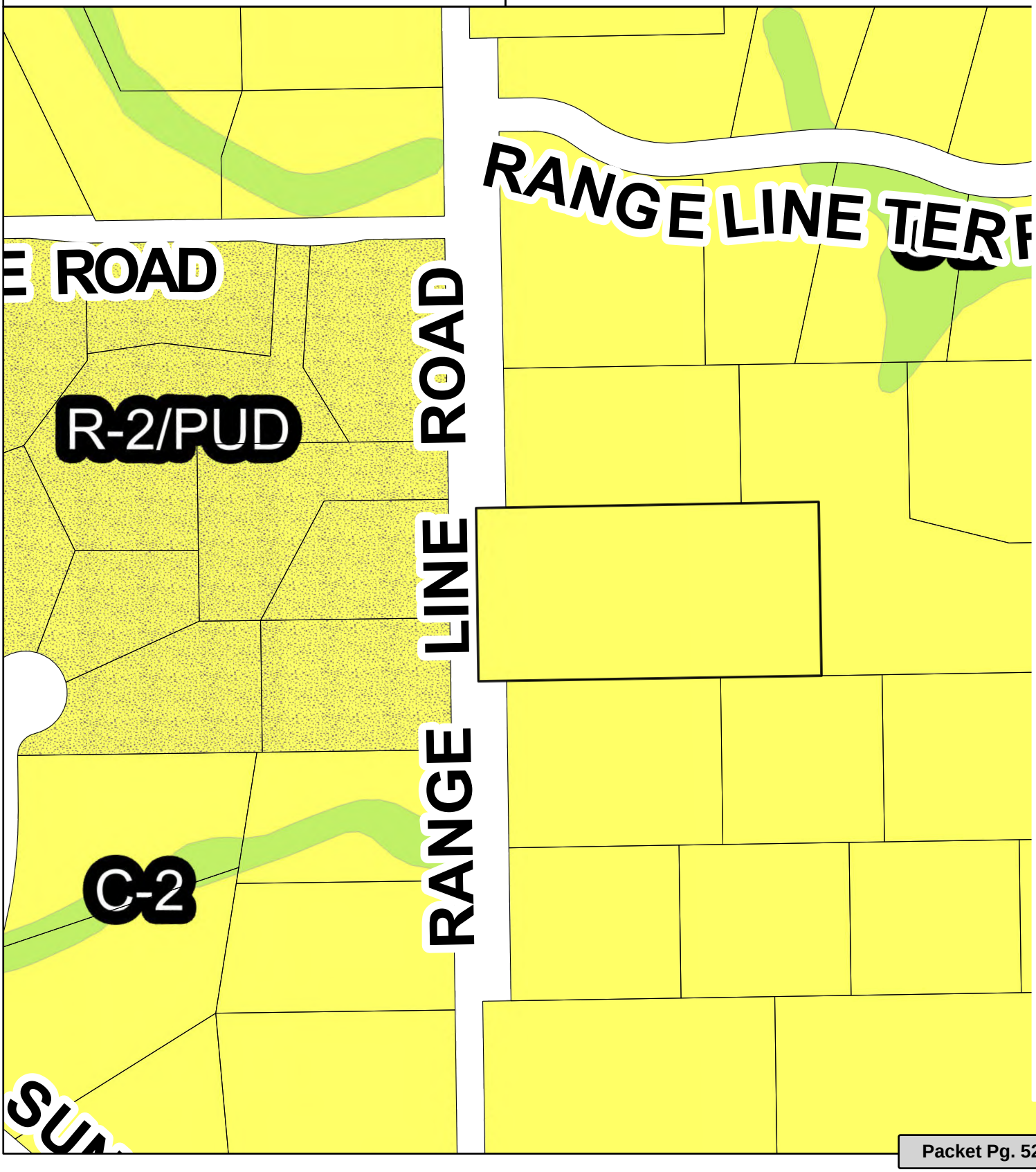
Staff Recommendation:
The proposed land division complies with the Zoning Code and Land Use Plan, therefore Planning staff recommends **approval** subject to the following conditions:

1. No certified survey map shall be recorded after 180 days from the date of Planning Commission approval.
2. Common Council approval of the CSM.
3. The two outbuildings on Lot 2 shall be razed prior to the recording of the CSM.
4. The applicant shall make any technical corrections to the final CSM.
5. Compliance with the Tree Preservation Ordinance. No specimen trees will be impacted by the proposed land division.
6. The shared private driveway shall either:
    a. conform to the Mequon SSLD Section 3.2.9 which requires that shared private driveways must be 18 feet wide with two-foot aggregate shoulders; or,
    b. have Section 3.2.9 of the Mequon SSLD waived by Planning Commission.
7. City Attorney review and approval of all legal documents.
8. A separate, recorded shared access and maintenance easement document shall be submitted to the City on Lot 1 for the benefit of Lot 2.
9. A separate, recorded sanitary service and water service easement document shall be submitted to the City on Lot 1 for the benefit of Lot 2.
10. The property owners must submit a shared lateral maintenance and easement agreement for review by the City Attorney if any portion of the lateral will be shared and meet all permit terms and conditions associated with converting the existing lateral to a shared lateral. Any changes to the document must be made by the property owners. The document shall be executed prior to building permit issuance.
11. Connection to public sewer is required.
12. Connection to public water or approval of the submitted water deferral request. Compliance with the standards of the City of Mequon Water Utility Water Connection Policy is required. An easement is required with either connection or deferral.
13. The applicant shall submit a wetland delineation report with concurrence by the DNR.
14. For home/driveway construction that exceeds 5,000 square feet of impervious area, each individual lot will be required to provide green infrastructure meeting MMSD requirements. The green infrastructure improvements also require a Stormwater Maintenance and Easement Agreement, subject to City Attorney review and approval, and a drainage financial guarantee.

Attachments:
Packet Docs (PDF)

KELLAHER CSM

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



Attachment: Packet Docs (8884 : Dennis Bush for Kellaher)

INSIGHT ADVISORS

September 19, 2023

Planning Commission
c/o Jac Zader, Assistant Director of Community Development
City of Mequon
11333 W. Cedarburg Road
Mequon WI 53092

RE: Barbara Kellaher CSM

Dear Planning Commissioners

Barbara Kellaher engaged Insight Advisors to help with the division of land located at 9832 n. Range Line Road. The Barbara Kellaher owns a parcel of approximately 4.365 acres. Ms. Kellaher is purchasing approximately 0.35 acres from Mr. Louie Maier to bring the resultant parcel to just over 4.7 acres. Ms. Kellaher is requesting approval of a 2 lot CSM. The 2 lot CSM is a minor land division by code and is consistent with the existing zoning of R-2 residential of minimum 2 acres with average 200-foot width.

The 2 lots proposed include a Range Line Road address, Private Drive, Cable, Electric, Gas, Sanitary Sewer and Well. The sewer in use for the home will be used for the new lot. The private drive in use will provide access for the existing home and new lot. The Private Drive will be placed within a private road easement for the benefit of the lot owners and related maintenance. While the land division parcel is within the Water Utility District and we will not be connecting to the water main as the main is not near the property.

Our application submitted for Planning Commission review and approval at the October 23, 2023 Planning Commission meeting includes:

- CSM in form for recording
- A wetland delineation is complete and will be sent electronically,
- Application form and related fees
- Easement for the private and sewer will follow as needed by staff.

Barbara Kellaher and I look forward to working with Planning Commissioners & staff and appreciate your help!

Sincerely

Dennis M. Bush

1370 Kari Court #112, Oconomowoc WI 53066 | 414.975.6400 | DBush@insightadvisorswi.com

Attachment: Packet Docs (8884 : Dennis Bush for Kellaher)

BARBARA KELLAHER
9832 North Range Line Road
Mequon, Wisconsin 53097

October 5, 2023

Mequon Municipal Water Utility Commission
11333 North Cedarburg Road
Mequon, Wisconsin 53092

Ladies and Gentlemen:

I applied on September 19, 2023, for a Certified Survey Map to create a new lot east of my home at 9832 North Range Line Road. I request a deferral of the Utility's requirement to connect to the Utility's water supply.

Because of the exceedingly long distance between the existing water main and my new lot, the cost of extending water to my new lot will cost about as much as the value of the lot. Rather than connecting now, I offer instead that I or my successor in interest would be required to connect when a water main is extended down Range Line Road at least as far as the northwest corner of the property at 9832 North Range Line Road. I understand that any deferral will be recorded against the new lot.

I note that, because of the long distances to the nearest main, my neighbor Louis Maier recently withdrew a request for a four-lot Certified Survey Map. He could not justify the cost. I understand and agree with the Utility's general policy requiring connection; however, there are places, like here, where connection is not feasible.

Sincerely,

Barbara Kellaher

Barbara Kellaher

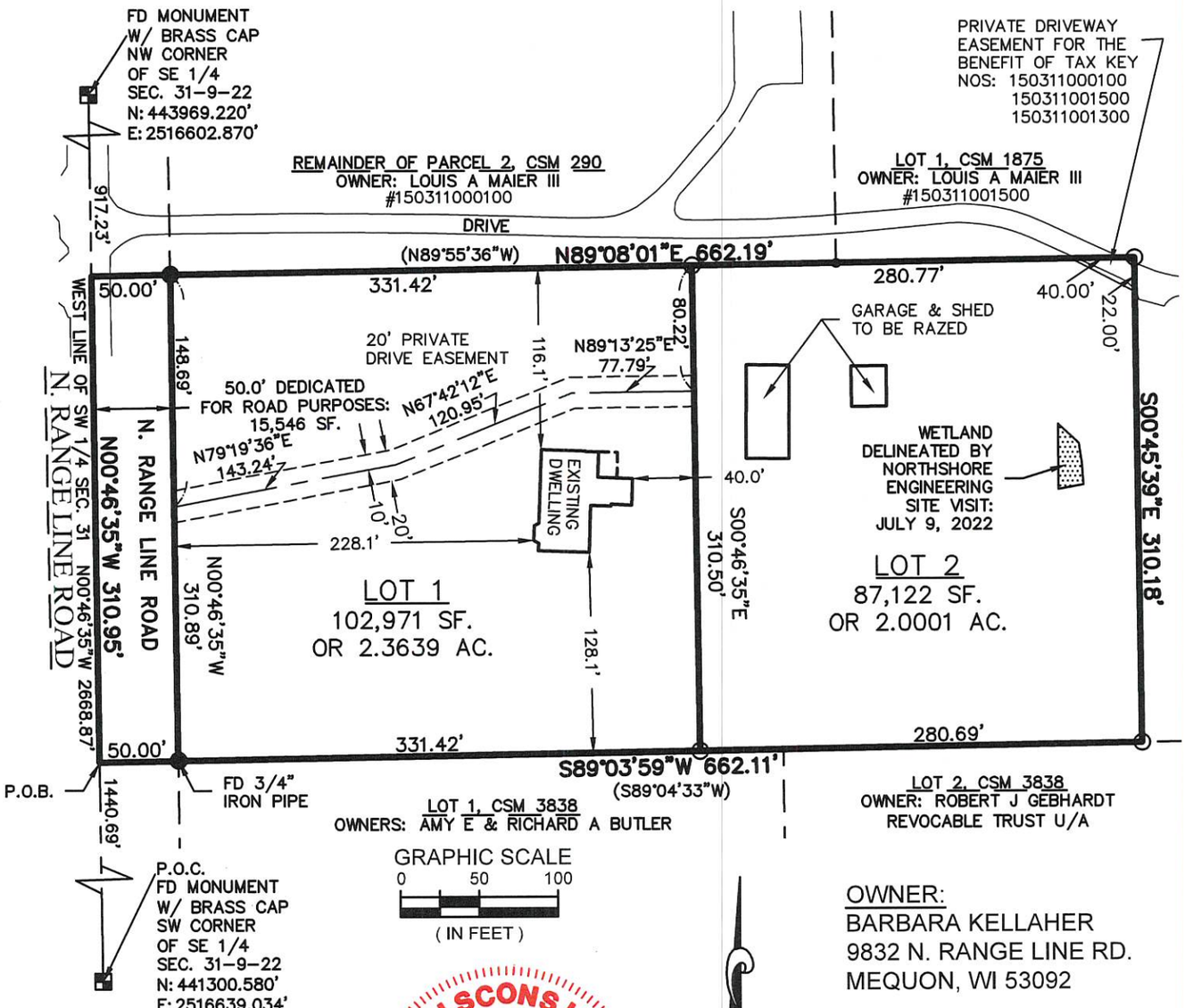
Attachment: Packet Docs (8884 : Dennis Bush for Kellaher)

CERTIFIED SURVEY MAP NO. _____

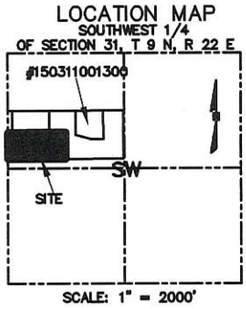
Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

- ● INDICATES FOUND 1" IRON PIPE, UNLESS NOTED
- O INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 31, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH BEARS SOUTH 00°46'35" WEST. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD83/2011).



LOCATION MAP
SOUTHWEST 1/4 OF SECTION 31, T 9 N, R 22 E



WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC WI
LAND SURVEYOR

09-11-2023

John P Casucci

S:\5169168\dwg\ CS101.dwg \ SHEET 1

OWNER:
BARBARA KELLAHER
9832 N. RANGE LINE RD.
MEQUON, WI 53092

SURVEYOR:
JOHN P. CASUCCI
R.A. SMITH, INC.
16745 W. BLUEMOUND RD.
BROOKFIELD, WI 53005

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Attachment: Packet Docs (8884 : Dennis Bush for Kellaher)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
:SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided, dedicated, and mapped part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southwest corner of the Southeast 1/4 of said Section 31; thence North 00°46'35" West along the West line of said Section 31, a distance of 1440.69 feet to the point of beginning; thence continuing North 00°46'35" West along said West line 310.95 feet to a point; thence North 89°08'01" East 662.19 feet to a point; thence South 00°45'39" East 310.18 feet to a point on the North line of Certified Survey Map No. 3838; thence South 89°03'59" West along said North line 662.11 feet to the point of beginning.

Said lands containing 205,639 square feet or 4.7209 acres.

THAT I have made the survey, land division, and map by the direction of Barbara Kellaher, owner.

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

THAT I have complied with Chapter 236.34 of the Wisconsin Statutes and the City of Mequon in surveying, dividing and, mapping the same.

_____
Field date

_____
JOHN P. CASUCCI
PROFESSIONAL LAND SURVEYOR S-2055

raSmith
CREATIVITY BEYOND ENGINEERING
N5745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Attachment: Packet Docs (8884 : Dennis Bush for Kellaher)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

OWNER'S CERTIFICATE

Barbara Kellaher as owner, certify that I have caused the land described on this map to be surveyed, divided, dedicated, and mapped as represented on this map in accordance with the subdivision regulations of the City of Mequon.

Barbara Kellaher, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Mequon

IN Witness Whereof, Barbara Kellaher has caused these presents to be signed

this _____ day of _____, 2023.

_____
BARBARA KELLAHER

STATE OF _____ }
:SS
_____ COUNTY }

PERSONALLY came before me this _____ day of _____, 2023, Barbara Kellaher, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(SEAL)

Notary Public, State of _____

My Commission Expires _____

CITY OF MEQUON PLAN COMMISSION APPROVAL

APPROVED and dedication accepted by the City of Mequon Plan Commission

on this _____, day of _____, 2023.

_____
, Chair Person

_____
, Secretary

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Attachment: Packet Docs (8884 : Dennis Bush for Kellaher)

CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

_____, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing, dedicating, and mapping of the land described in the foregoing affidavit of John P. Casucci, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said _____, has caused these

presents to be signed by _____, its_____, and by
(name) (title)
_____, its_____, at _____, _____, and
(name) (title)
its corporate seal to be hereunto affixed.

this ___ day of _____, 2023.

_____ _____

STATE OF _____}
:SS
COUNTY OF _____}

PERSONALLY came before me this _____ day of _____, 2023,

_____, _____ and _____, _____of the
(name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and

to me known to be the _____ and the _____of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

_____(SEAL)

Notary Public, State of _____

My commission expires_____

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

Attachment: Packet Docs (8884 : Dennis Bush for Kellaher)

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: **EVAN HOIER, ASSOCIATE PLANNER**

DATE: **October 23, 2023**

SUBJECT: **Caulfield. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 12650 N. Wasaukee Road.**

Applicant:	Samantha Caulfield
Status of Applicant:	Owner
Requested:	Final Land Division Approval
Existing Use:	Dwelling with Agricultural
Existing Zoning:	R-1 Rural Residential (5 acres) OA Agricultural Overlay
Lot size:	35.78 Acres
Location:	12608 N. Wasaukee Road
Tax Key Number:	#14-018-06-003.00
District:	#1

Background:
The applicant is requesting approval for a two-lot certified survey map for the parcel located at 12650 North Wasaukee Road. The land division would create two lots, Lot 1 is 29.636 acres and Lot 2 is 5.003 acres. Lot 1 includes a house, barn, and outbuilding. There are no structures on the proposed second lot. The applicant is seeking to create a new 5 acre lot from the southeast corner of the existing parcel. There are wetlands delineated on the North side of Lot 2.

Site Conditions:
Lot 1 contains and existing dwelling and farmstead. There is an existing stand of trees located between Lot 1 and Lot 2. Access to Lot 2 is shown via a proposed share access easement. City Attorney approval of the access is easement is required. The City Forester has walked the site and has determined that no specimen trees will be impacted by the land division.

District Standards:
Lots 1 and 2 of the proposed certified survey map are consistent with the current zoning designation of R-1, but only Lot 1 would be able to keep its agricultural overlay (OA). Both lots meet the 5-acre minimum lot size, the average lot width and length, and setback and offsets. The existing buildings on Lot 1 cover approximately 0.3% of the property, well below the 5% maximum.

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

Right-of-way dedications to the City of Mequon are shown on the CSM for Highland Road. The widths of dedication shown correspond with the ultimate road right-of-way. The dedications are required and are subject to Common Council approval. The Common Council Certificate of Approval block is included in the CSM document.

Access to the new lot is proposed through an access easement that will be shared between Lot 1 and Lot 2 on the CSM as required by the Washington County Highway Department, who has jurisdiction over access on the road. The access will be just north of the treeline. The existing culvert and access for Lot 1, or 12650 North Wausaukee Road, will be abandoned when the new driveway is installed. A draft of the easement declaration document was submitted to the City. The applicant must obtain driveway culvert permits through the City of Mequon Highway Division.

The shared portion of the driveway shall adhere to the Standard Specifications for Land Development (SSLD). The shared private driveway shall:

a. conform to the Mequon SSLD Section 3.2.9 which requires that shared private driveways must be 18 feet wide with two-foot aggregate shoulders; or,
b. the applicant must obtain a Planning Commission waiver approval to Section 3.2.9 of the Mequon SSLD.

Wetlands appear to be present on site. A wetland delineation report with concurrence by the Wisconsin Department of Natural Resources (WDNR) is required. The WDNR surface water data viewer and aerial photos were used to confirm that wetlands may be present. The survey from the wetland delineation, the name of the delineator, the date of delineation, the date of WDNR concurrence and the protective area setback shall be shown on the certified survey map. The applicant understands that the delineation is required and must be performed, concurred with by WDNR, and integrated into the CSM prior to recording within 180 days from Planning Commission approval. If the delineation affects the layout of the proposed lot lines, the applicant must be reapproved at Planning Commission.

The site is not located within the City's sewer service area, and therefore is not required to connect to public sewer or water. Water connection shall conform to the Mequon Water Utility Water Connection Policy. The policy does not require the new building to connect to public water. Soil evaluation reports were provided with the application indicating that all of the lots can support private onsite wastewater treatment systems. Private wells will be required and are regulated by the WDNR.

The land division itself does not propose an increase in impervious surface. However, the combination of home and driveway construction may trigger the MMSD requirement for green infrastructure. The individual lot owners will be required to provide the green infrastructure with individual home construction prior to the issuance of a building permit if adding 5,000 sq. ft. or more of impervious area. If green infrastructure is required, the buildings permit is also conditioned upon receipt of a stormwater maintenance and easement agreement and a drainage financial guarantee.

Staff recommends **approval** of the land division subject to the following conditions:

1. The applicant shall make any technical corrections to the final CSM.
2. Compliance with the Tree Preservation Ordinance.
3. No certified survey map shall be offered for recording or recorded after 180 days from

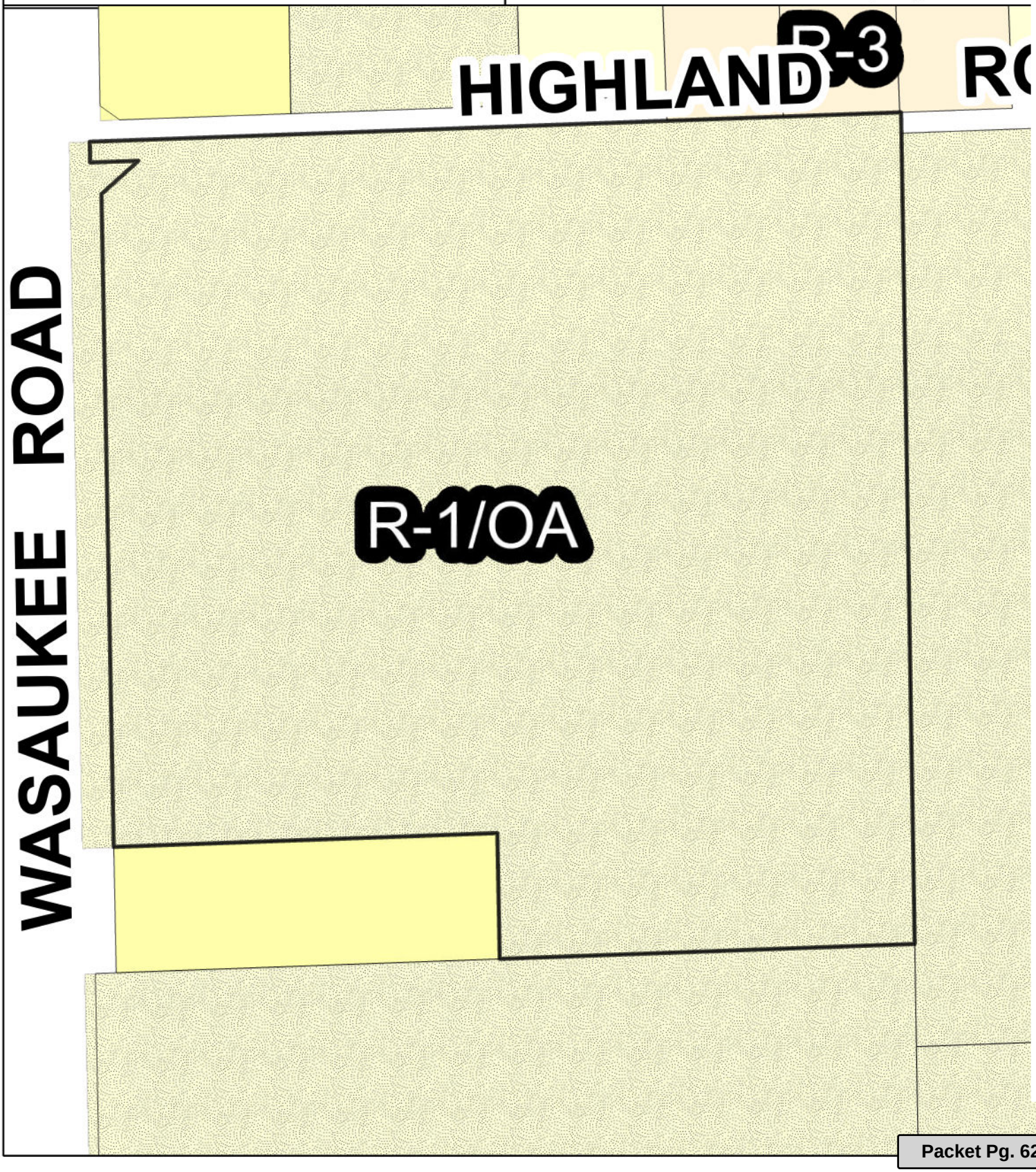
the date of approval by the Planning Commission.

4. Final staff technical review and approval of CSM.
5. Access shall be permitted by the Washington County Highway Department.
6. The ingress-egress easement shall be exclusive of any wetland or wetland protective area.
7. Provide all used ingress and egress easements benefitting lots created by the CSM. Easement documents are subject to review by the City Attorney.
8. Dedication of right-of-way on Highland Road to the City of Mequon is subject to Common Council approval.
9. Any future lots created from land divisions of the adjacent parcels are to be served by this approved access. Prior to any future land division or reconfiguration of the adjacent parcels, the applicant will be required to submit application, application fee and surety to Washington County.
10. The CSM shall show the access restriction on remaining frontage of Wasaukee Road.
11. The shared private driveway shall either:
    a. conform to the Mequon SSLD Section 3.2.9 which requires that shared private driveways must be 18 feet wide with two-foot aggregate shoulders; or,
    b. have Section 3.2.9 of the Mequon SSLD waived by Planning Commission.
12. The existing driveway access point and culvert for Lot 1 shall be removed when the new access point and culvert are installed, as a condition of issuing occupancy for the home.
13. The applicant shall submit a wetland delineation report with concurrence by the DNR. The survey from the wetland delineation, the name of the delineator, the date of delineation, the date of WDNR concurrence and the protective area setback shall be shown on the certified survey map.
14. For home/driveway construction that exceeds 5,000 square feet of impervious area, each individual lot will be required to provide green infrastructure meeting MMSD requirements.
15. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2015 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 83).

Attachments:
Packet Docs_Caufield(PDF)

CAUFIELD

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



Attachment: Packet Docs_Caufield (8885 : Caufield)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

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

NW. CORNER OF THE NW. 1/4 OF SECTION 18-9-21 BERNTSEN ALUMINUM MONUMENT

NORTH LINE OF THE NW. 1/4 OF SECTION 18-9-21

HIGHLAND ROAD

N87°55'16"E 1290.18'

N87°55'16"E 33.01'

L3 L2 10.90'

L1 68.21'

N87°55'16"E 1221.49'

100.0'

40.0'

DEDICATED TO THE CITY OF MEQUON FOR PUBLIC ROAD PURPOSES (51,097 sq. ft.)

LINE TABLE		
NO.	DIST.	BEARING
L1	79.11'	N48°03'50"E
L2	76.84'	S87°55'46"W
L3	33.00'	N1°04'32"W

OWNER :
JOHNETTE CAULFIELD
12608 N. WASAUKEE ROAD
MEQUON, WI. 53097
(414) 840-9620

WEST LINE OF THE NW. 1/4 OF SECTION 18-9-21

N. WASAUKEE ROAD

50.0'

N1°04'32"W 1038.78'

N1°04'32"W 1122.48'

BUILDING SETBACKLINE (TYP.)

LOT 1
1,289,833± SQ. FT.
29.611± ACRES

SHED
HOUSE #12650
BARN
SHED
SHED

HIGHLAND ROAD
WASAUKEE ROAD
N

LOCATION MAP
NORTHWEST 1/4 SEC. 18-9-21
(SCALE 1"=2000')

NOTES :
1. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
2. THIS PROPERTY IS PRESENTLY ZONED; R-1/OA
3. SEE SHEET 3 FOR DETAILED WETLAND INFORMATION.
4. SEE SHEET 3 FOR ACCESS EASEMENT DETAIL.

SETBACK NOTE :
FRONT YARD = 100.0'
REAR YARD = 30.0'
SIDE YARD = 30.0'

100.0'

HATCHED AREA DENOTES 20' WIDE ACCESS EASEMENT, TO BE CREATED UNDER A SEPARATE DOCUMENT, BY OTHERS

N87°

S1°04'32"E 130.05'

WETLAI

30.0'

30.00' 609.99'

S87°56'48"W 609.99'
(S89°01'20"W)

LOT 2
217,939± SQ. FT.
5.003 ACRES

N1°04'32"W 2645.05' TOTAL

50'

C.S.M. NO. 843

(NORTH) N1°04'32"W 200.00'

100.0'

S87°56'

UNPLATTED LANDS

N

LEGEND

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

● -DENOTES 1.3" STEEL PIPE (FOUND)

-SOIL TEST LOCATION

( ) -DENOTES ALSO RECORDED AS

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE NW. 1/4 OF SECTION 18-9-21 WHICH BEARS N1°04'32"W)

SW. CORNER OF THE NW. 1/4 OF SECTION 18-9-21 BERNTSEN ALUMINUM MONUMENT

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

9-19-2023

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 1 OF 5 SHEETS

Attachment: Packet Docs_Caufield (8885 : Caulfield)

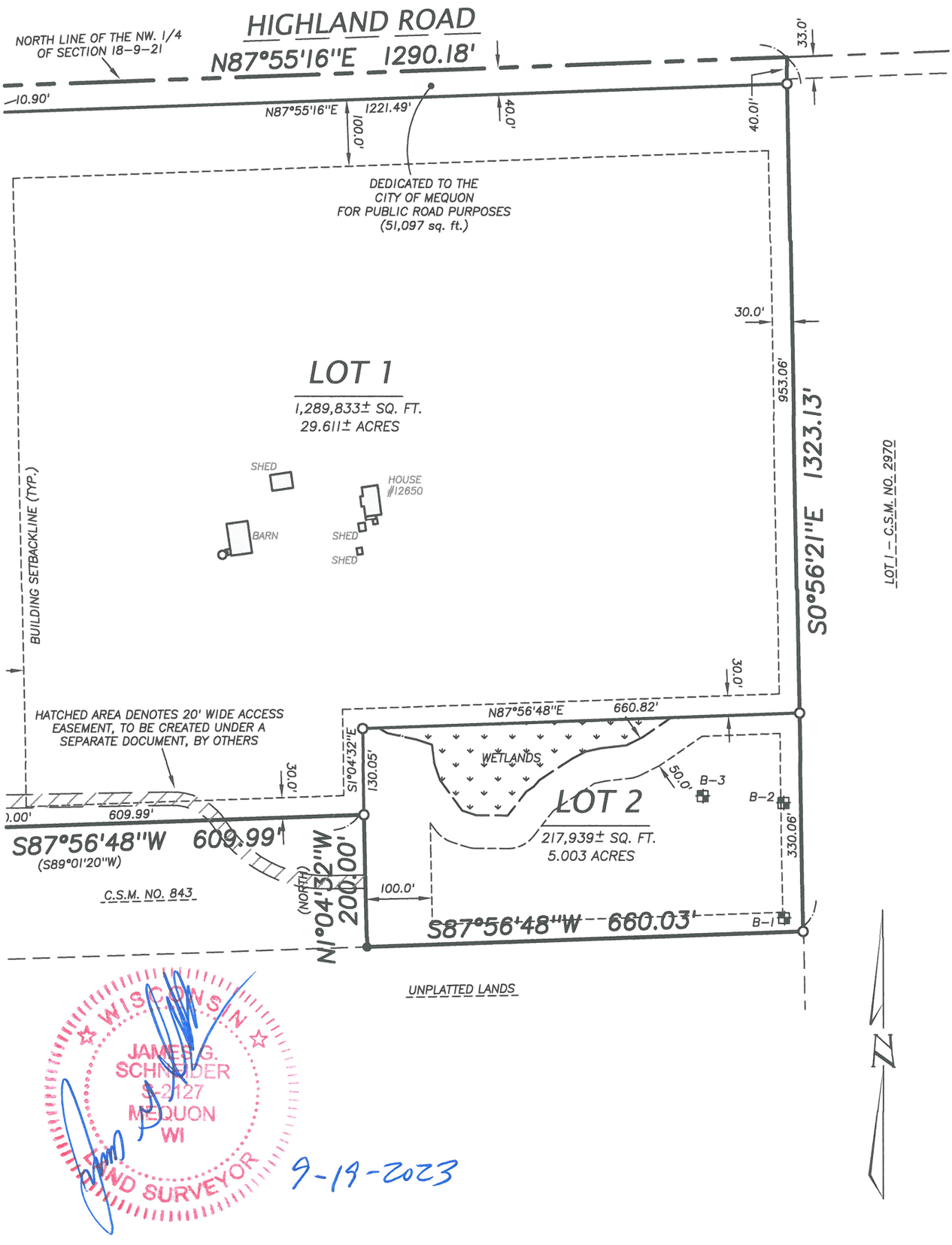
CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 200 300 400 600

SCALE 1" = 200'

NSE
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



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

9-19-2023

THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 2 OF 5 SHEETS

Attachment: Packet Docs_Caufield (8885 : Caulfield)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

0 100 150 200 300

SCALE 1" = 100'

NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
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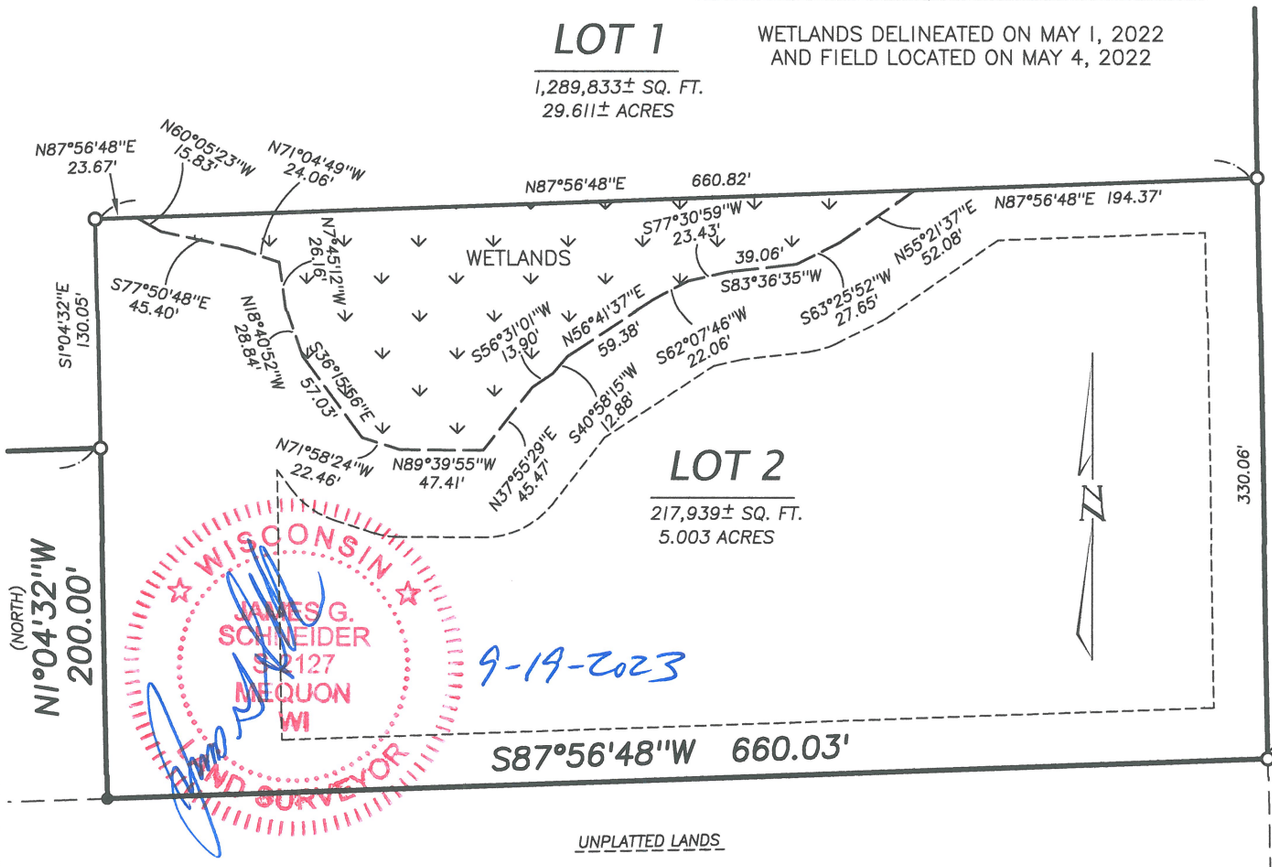
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

WETLANDS EXHIBIT

WETLANDS DELINEATED ON MAY 1, 2022
AND FIELD LOCATED ON MAY 4, 2022



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

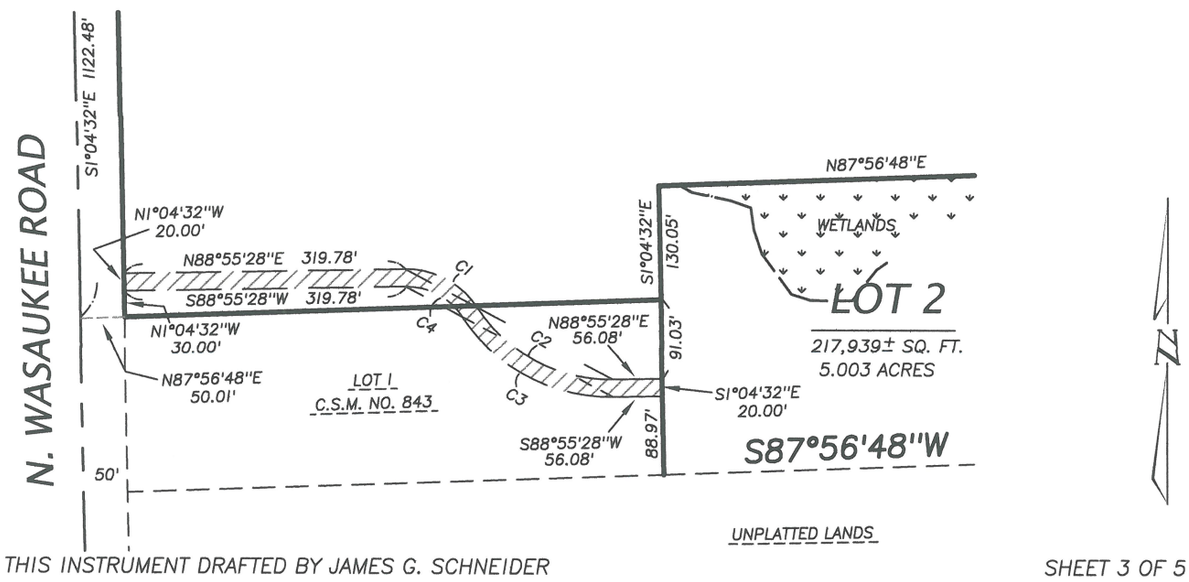
9-19-2023

0 200 300 400 600

SCALE 1" = 200'

ACCESS EASEMENT DETAIL

ACCESS EASEMENT CURVE TABLE					
Curve #	Radius	Arc	Chord	Chord Bearing	Delta
C1	95.00'	96.72'	92.59'	N61° 54' 37"W	58°19'51"
C2	180.00'	183.25'	175.44'	S61° 54' 37"E	58°19'51"
C3	200.00'	203.61'	194.93'	S61° 54' 37"E	58°19'51"
C4	75.00'	76.35'	73.10'	N61° 54' 37"W	58°19'51"



THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 3 OF 5 SHEETS

Attachment: Packet Docs_Caufield (8885 : Caulfield)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

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

THAT I have surveyed, divided and mapped the following parcel of land:

Part of the Northwest 1/4 of the Northwest 1/4 of Section 18, in Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 18; thence N87°55'16"E along the North line of said 1/4 Section, 33.01 feet to the point of beginning of lands to be described; thence continuing N87°55'16"E along the North line of said 1/4 Section, 1290.18 feet to a point in the Northerly extension of the West line of Lot 1 of Certified Survey Map No. 2970; thence S0°56'21"E along the West line said Lot 1, 1323.13 feet; thence S87°56'48"W, 660.03 feet to the Southeast corner of Certified Survey Map No. 843; thence N1°04'32"W along the East line of Certified Survey Map No. 843, 200.00 feet to the Northeast corner of Certified Survey Map No. 843; thence S87°56'48"W along the North line of Certified Survey Map No. 843, 609.99 feet to a point in the East right of way line of N. Wasaukee Road; thence N1°04'32"W along said East right of way line, 1038.78 feet; thence N48°03'50"E along said East right of way line, 79.11 feet; thence S87°55'46"W along said East right of way line, 76.84 feet; thence N1°04'32"W along said East right of way line, 33.00 feet the point of beginning.

Said lands containing 35.787 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Johnette L. Caulfield, OWNER of said lands.

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

That I have complied with Section 236.34 of the Wisconsin Statutes and the requirements of the City of Mequon.

James G. Schneider S-2127 9-19-2023

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

This instrument was drafted by James G. Schneider

Attachment: Packet Docs_Caufield (8885 : Caulfield)

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, IN TOWN 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

I, Johnette L. Caulfield, OWNER, do hereby certify: THAT, I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided, mapped and dedicated.

_____ _____

Witness Johnette L. Caulfield

WITNESS the hand and seal of said OWNERS on this ____ day of _____ 20__.

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss
PERSONALLY came before me on this _____ day of _____,20____ Johnette L. Caulfield, to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____

Notary Public

CITY OF MEQUON PLAN COMMISSION APPROVAL

APPROVED by the City of Mequon Plan Commission on this _____ day of _____ 20____.

_____ _____

Chairman Secretary

COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. _____, adopted by the Common Council of Mequon on _____, and does hereby accept the dedication of road right of way for Highland Road as depicted on face of this map.

_____ _____

City Clerk Andrew Nerbun, Mayor

This instrument was drafted by James G. Schneider

Sheet 5 of 5 Sheets

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

9-19-2023

Attachment: Packet Docs_Caufield (8885 : Caulfield)

Access Easement – Exhibit

for

to benefit Lot 2 of Certified Survey Map No. _____

City of Mequon, Ozaukee County, WI

N. Wasaukee Road – Northwest 1/4 of Section 18, Township 9 North, Range 21 East

0 200 300 400 600

SCALE 1" = 200'

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

LEGAL DESCRIPTION:

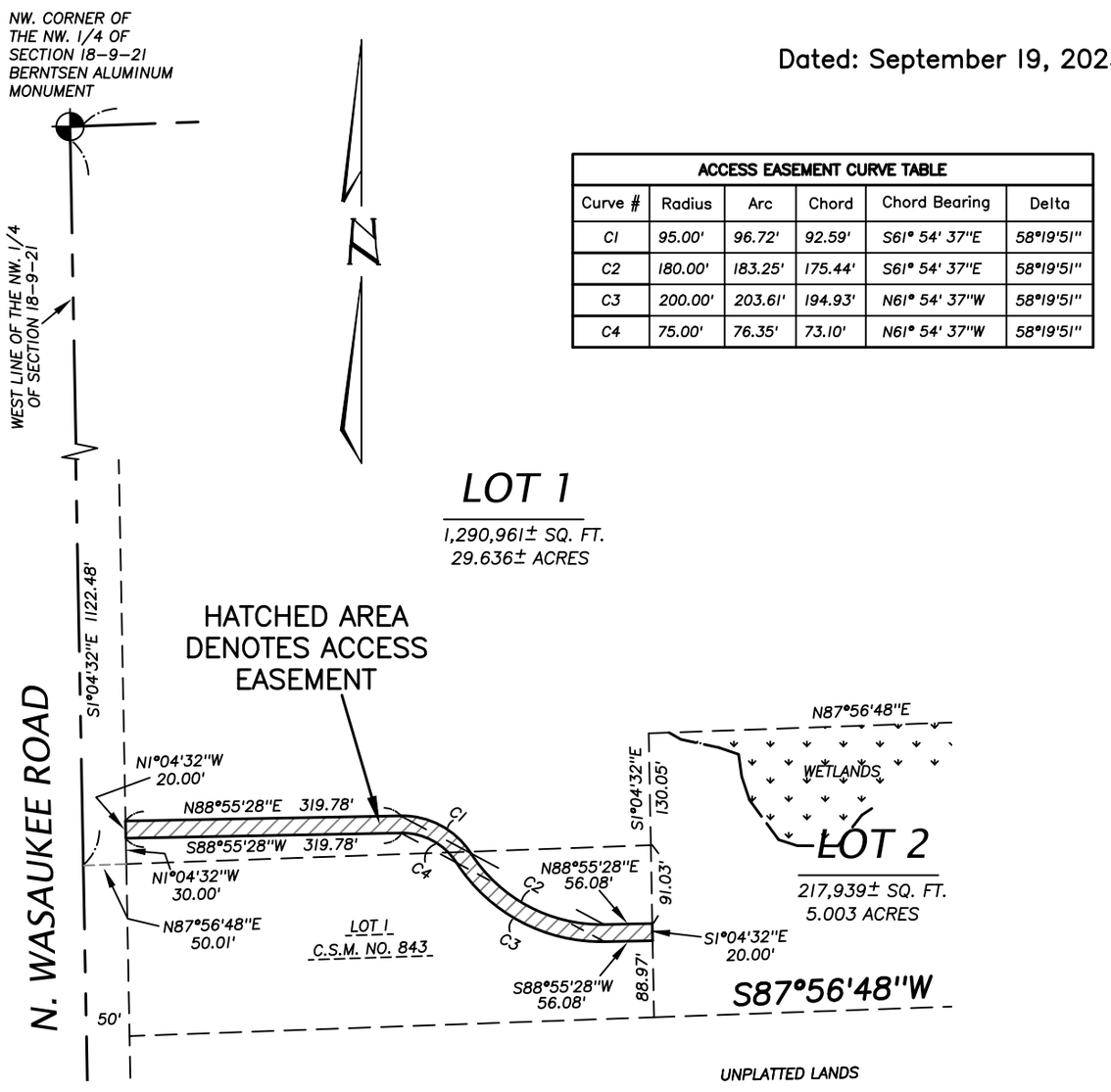
All that part of Lot 1 of Certified Survey Map No._____, and part of Lot 1 of Certified Survey Map No. 843, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 18, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 18; thence S1°04'32"E along the West line of said Northwest 1/4, 1122.48 feet; thence N87°56'48"E, 50.01 feet to a point in the East right of way line of N. Wasaukee Road and the Southwest corner of Lot 1 of Certified Survey Map No._____; thence N1°04'32"W along said East right of way line and the West line of said Lot 1, 30.00 feet to the point of beginning of lands to be described; thence continuing N1°04'32"W along said East right of way line and the West line of said Lot 1, 20.00 feet; thence N88°55'28"E, 319.78 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right (having a radius of 95.00 feet, whose chord bears S61°54'37"E, 92.59 feet) 96.72 feet to a point of reverse curvature; thence Southeasterly along the arc of a curve to the left (having a radius of 180.00 feet, whose chord bears S61°54'37"E, 175.44 feet) 183.25 feet to a point of tangency; thence N88°55'28"E, 56.08 feet to a point in the West line of Lot 2 of Certified Survey Map No._____; thence S1°04'32"E along the West line of Lot 2 of Certified Survey Map No._____, 20.00 feet; thence S88°55'28"W, 56.08 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right (having a radius of 200.00 feet, whose chord bears N61°54'37"W, 194.93 feet) 203.61 feet to a point of reverse curvature; thence Northwesterly along the arc of a curve to the left (having a radius of 75.00 feet, whose chord bears N61°54'37"W, 73.10 feet) 76.35 feet to a point of tangency; thence S88°55'28"W, 319.78 feet to the point of beginning.

Said parcel containing 13,116 square feet /0.301 acres of land, more or less.

Dated: September 19, 2023

ACCESS EASEMENT CURVE TABLE					
Curve #	Radius	Arc	Chord	Chord Bearing	Delta
C1	95.00'	96.72'	92.59'	S61° 54' 37"E	58°19'51"
C2	180.00'	183.25'	175.44'	S61° 54' 37"E	58°19'51"
C3	200.00'	203.61'	194.93'	N61° 54' 37"W	58°19'51"
C4	75.00'	76.35'	73.10'	N61° 54' 37"W	58°19'51"



Attachment: Packet Docs_Caufield (8885 : Caulfield)

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: **EVAN HOIER, ASSOCIATE PLANNER**

DATE: **October 23, 2023**

SUBJECT: **Walter Buildings for Mark Eskuche. The applicant is seeking building and site plan approval to allow for a 1,920 square foot storage building for the property located at 6728 W. Donges Bay Road.**

Applicant:	Walter Buildings
Status of Applicant:	Agent
Requested:	Building and Site Plan
Existing Use:	Collector Car Repair
Existing Zoning:	B-5 (Light Industrial)
Lot size:	2.58 Acres
Location:	6728 W. Donges Bay Road
Tax Key Number:	#14-027-15-009.00
District:	#4

Background:
The applicant is seeking Building and Site Plan Approval for a storage building. There is currently a 30' wide by 60' long Quonset hut on his property that is beginning to become dilapidated. The applicant would like to raze and replace the existing Quonset hut with a new 30' wide by 65' long and 15' high post-frame building. The proposed building would be used for the applicant's business operations on the property that include the building, tuning, repair, and transport of vintage performance Porsche race cars to customers throughout the nation. The parcel is zoned B-5 (Light Industrial). The parcel was granted a conditional use grant in October of 1994. This use was granted for the purpose of classic automobile restoration and rebuilding. (See attached)

Building Plan:
There are currently six structures on the site at 6728 W Donges Bay Road. The large Quonset hut in the center of the property is beginning to collapse due to age and the applicant is looking to raze and replace the structure with a slightly larger post-frame building. The new structure will be 40' x 36' and 15' in height. The sides of this structure will be comprised of barn-red steel paneling, along with grey steel paneling on the roof. The building also includes 6 skylite panels on the roof of the building. The South side of the building has two large garage doors, with access doors on the East and West sides of the building as well.

Site Compliance Report:
Staff conducted a site compliance visit on October 17th. Examination of the site found that numerous tires and other materials were piled on the western side of the warehouse near the garbage bins. The parking areas designated on the site plan for the Conditional Use Grant remain

open for use. The trailer used to transport the applicant's Porsche vehicles is parked quite close to the street and in the side of the driveway closest to the home on the property. A recreational vehicle was also noted in front of the Quonset hut. Staff recommend the following issues be resolved:

- The recreational vehicle must be removed from the site.
- When not loading, unloading, or transporting a vehicle, the tractor-trailer may not be parked on-site.
- Discarded parts and refuse from vehicles must be stored inside until ready to be picked up by garbage trucks or taken to disposal facility.
- Vehicles to be worked on will be stored inside.

B-5 District Standards: The following table compares the proposed plan to the B-5 district standards:

District Regulations:	**B-5:**	**Proposed Use:**
Minimum Lot Area:	>1 acre	2.657 acres
Minimum Lot Width:	150 feet	~259 feet
Open Space Ratio:	40%	90%
Maximum FAR:	30%	10%
Maximum Building Height:	50 feet	15 feet
Building Setback	95 feet	138 feet
Building North Side Yard Offset:	20 feet	~265 feet
Building East Side Yard Offset	20 feet	~135 feet
Building West Side Yard Offset:	20 feet	182 feet

Engineering Report:

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

Access is provided through an existing driveway on Donges Bay Road. No access modifications are proposed in association with the project.

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

The site is located within the sewer service area. The proposed storage building does not have water or sewer service and is not required to connect to public utilities.

The improvements show a slight increase in impervious surface of approximately 120 square feet. The addition of 5,000 square feet of impervious surface requires a green infrastructure (GI) plan per MMSD rules if the site is not covered by a storm water management plan.

A filling, excavation, and berms permit and an erosion control permit are not required from the Engineering Division. Erosion control measures will be required through the building permit.

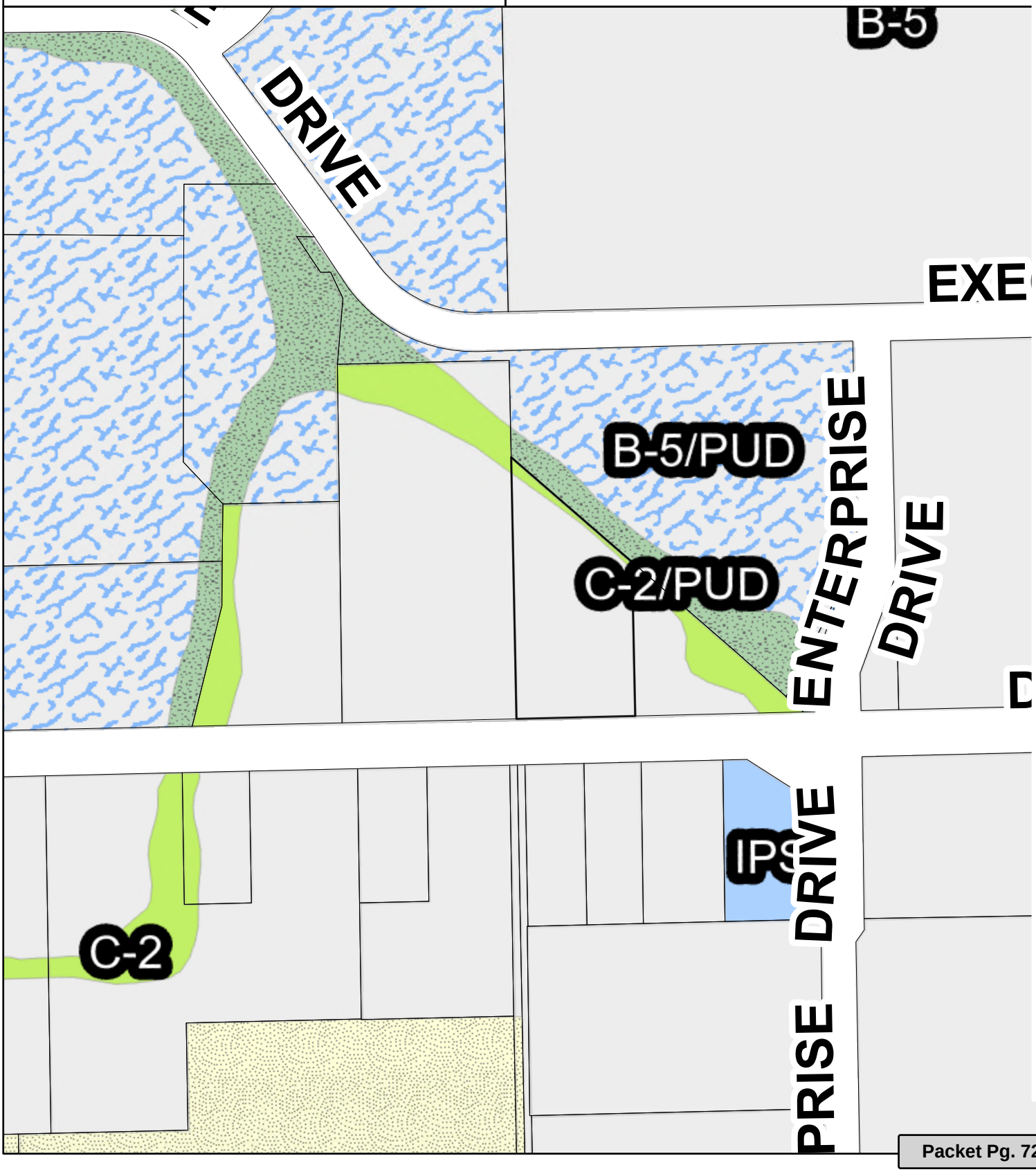
Staff recommends **approval** of the Building and Site Plan Review subject to the following conditions:

1. Erosion control measures outlined in the building permit for the structure.
2. The recreational vehicle parked on the property must be removed.
3. When not loading, unloading, or transporting a vehicle, the tractor-trailer may not be parked on the property.
4. Discarded parts and refuse from vehicles must be stored inside until ready to be picked up by garbage trucks or taken to disposal facility.
5. Vehicles to be worked on will be stored inside.
6. No outside storage of materials is permitted.
7. Staff review and approval of final site, building and lighting prior to issuance of permits. The applicant shall submit such plan within 180 days of Planning Commission action, or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.

Attachments:
Packet Docs_Eskuche (PDF)

ESKUCHE

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



Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

Walters Buildings

PO Box 388 . Allenton, WI 53002 . Phone: 262 629. 5521

August 21st, 2023

To: City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Client: Mark Eskuche
6728 Donges Bay Rd.
Mequon, WI 53092

Subject: Tear down and replacement of a storage building.

To whom it may concern,

Mark Eskuche currently has a 30' wide x 60' long (1,800 sq. ft.) Quonset hut on his property. The building is starting to collapse due to age, and as a result, Mark would like to replace the existing Quonset hut with a new 30' wide X 64' long X 15' high (1,920 sq. ft.) post-frame building. The current building and the new building are/will be used for storage for Mark's business.

Mark's business builds, tunes, ships and races performance, vintage Porsche race cars.

The building will be located in the same location as the existing building on the property know as Tax Key #14-027-15-009.00, but it will extend for 2' further to the north and 2' south of the existing building.

Along with this letter please see the preliminary elevations, floor plan, section and plat of survey for review. We are looking to get conceptual approval so that Mr. Eskuche can get the ball rolling. Any questions please contact me at (262) 343-0430 or email me at zwalters@waltersbuildings.com.

Thank you for your timely consideration on this matter.

Sincerely,

Zachary Walters
District Sales/Construction Manager
Walters Buildings

c: Mark Escuche
Job File

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

GENERAL NOTES AND SPECIFICATIONS

GENERAL NOTES

DEVIATION FROM PLANS - Any deviation from these plans shall have been consulted with and documented by the supervising professional.

NON-CONTRACT ITEMS - Items may appear on these plans that are done by others and are not part of the Walters Buildings' contract.

STRUCTURAL PERFORMANCE - Walters Buildings and the Certifying Engineer's responsibility is limited to the structural performance of the post frame shell and listed items. The parties are not acting as the supervising professional of record for onsite supervision of construction, installation, or inspection. Check with local municipality for any special requirements.

SPECIFICATIONS

SITE WORK - The building site shall be graded to provide drainage away from the building. Maintain the grade levels shown on the plan around the building.

FOUNDATION PLACEMENT NOTES - All footings or Sakrete shall be placed on undisturbed virgin soil remaining consistent with the soil bearing capacity as noted in the 'LOADS' Table. If any loose soil is found at footing locations notify engineer at once so adjustments to footings can be made accordingly, as may be necessary.

Column holes are dug per the dimensions shown on the foundation plan (S1) and ready-mix concrete pads or dry concrete pads are poured in place (Note plans for size and type). Additional concrete-mix is poured around the base of the column.

Backfill around columns above footings shall be placed in 8" maximum depth layers and thoroughly compacted. Backfill material shall remain consistent with the presumed lateral soil pressure noted in the 'LOADS'. Typical soil types meeting the requirements include firm sand and loose sandy gravel. Backfill of excavated holes in soil around wood columns may be made with concrete at contractors option.

Foundations shall not be placed prior to confirmation of the soil type at a depth of 5 feet below the bottom of the footing.

CONCRETE (if applicable) - Concrete placement shall be in accordance with ACI 318-14.

Design mixes shall be obtained from the following:
1. Strength to be a minimum of 3000 PSI at 28 days for walls and footings.
2. Strength to be a minimum of 3500 PSI at 28 days for floor slabs.
3. Slump not to exceed 4 inches.

REINFORCING STEEL (if applicable) - Reinforcing steel shall be placed in accordance with CRSI Standards.

Steel reinforcing shall meet the requirements of the "Standard Specifications" for:
1. Billet-Steel Concrete Reinforcing Bars Grade 60 (ASTM designation A-615).
2. All steel bars shall meet the requirements of ASTM designation A-615. All welded wire mesh for concrete reinforcement shall meet the requirement shall meet the requirements set forth in Standard Specification (ASTM designation A-185). The reinforcement shall not be painted and must be free from grease, dirt or deep rust when placed in the work. To prevent rust, the material must be protected from moisture. The reinforcement shall be protected by the proper thickness of concrete.

Where not otherwise shown, the thickness of concrete over the reinforcement shall be:
1. Where concrete is deposited against the ground without the use of forms, the thickness of concrete shall not be less than 3 inches.
2. Where concrete is exposed to weather, the thickness of concrete shall not be less than 1 1/2 inches.
3. In columns or pedestals not exposed to weather or ground, the thickness of concrete shall not be less than 1 1/2 inches.

ANCHOR BOLTS (if applicable) - The contractor shall set all anchor bolts to receive the building. The bolts shall be the size as shown or required. They may be drilled into place as allowed.

STRUCTURAL LAMINATED COLUMNS - The No. 2 or better southern yellow pine S4S structural columns used in this Walters Building shall consist of a 3 or more members sized as shown on the plans, steel plate laminated, and designed to meet the structural load requirements. Column lumber is kiln-dried to a 19% moisture content.

The members for use in contact with the soil shall be pressure treated to a retention of 0.8 pounds of Copper Chromate Arsenate Type C, oxide type formulation, as listed in American Wood Preservers Assoc. Standard U1. The treatment process shall be as described in the current AWPA Standard U1 Commodity Specification A, Use Category 4B.

Splices in columns shall conform to Jack Walters & Sons Corp. Standard details and the columns shall bear a permanent Jack Walters & Sons Corp. stamp in a visible location. Wisconsin DILHR Material Approval No. 201610-W.

SPLASHBOARDS - Splashboards are S4S #2 or better Southern Pine, pressure treated to a net retention of 0.15 pounds per cubic foot with MCA copper based treatment. Approved for G-90 galvanized protected connectors and for aluminum contact. Building code compliant - ESR #2240. One row is furnished for building on a level grade.

FRAMING - Side girts are 2" x 6" S4S 1650 MSR or better Spruce Pine Fir spaced approximately 32" o.c. with all joints staggered at attachment to columns. Roof purlins are 2" x 4" S4S 1650 MSR or better Spruce Pine Fir spaced on edge approximately 24" o.c. All other framing lumber is standard grade or better.

All wood design shall conform to ANSI/AF&PA NDS-2015.

WALL BRACING - 2" x 6" bracing in all unobstructed corners. 2" x 4" lateral truss ties and 2" x 6" end bracing as shown on plans.

STRUCTURAL STEEL (if applicable) - Design shall conform to the latest AISC Specifications.

SIDING PANELS - Structural Steel Grade 80 with G-90 Sheet, pretreatment, urethane primer, and Modified silicon polyester topcoat. Conforms to ASTM A 653.

ROOFING PANELS - Structural Steel Grade 80 with G-90 Sheet, pretreatment, urethane primer, and Modified silicon polyester topcoat. Conforms to ASTM A 653.

TRIM - Die formed trim of Structural Steel Grade 80 with G-90 Sheet, pretreatment, urethane primer, and Modified silicon polyester topcoat on gables, ridges, corners, base, windows and doors.

WALL FINISHES - Exterior cracks, joints, and holes in the buildings envelope are caulked, gasketed, weatherstripped, or otherwise sealed. Interior finish of walls & ceiling shall have a flame spread rating of less than 200. Interior finish Class III Rating - flame spread rating less than 200 and smoke development rating of less than 450.

MASONRY WORK (if applicable) - All masonry work shall be performed by skilled workmen in a competent manner. Joints shall be clean, straight, plumb, level and uniform. Chipped, cracked and broken units shall not be used. Transverse reinforcing shall be used every second course of all masonry block walls. Provide three solid courses for bearing. "Dur-O-Wall" shall be standard weight. Lap all reinforcements 8 inches. All masonry shall conform to ACI 530-11/ASCE 5-11/TMS 402-11.

FIRE WALL NON COMBUSTIBLE PENETRATIONS (if applicable) - shall be tested in accordance with ASTM E119 as part of fire resistance rated assembly or shall be protected by an approved through penetration fire stop system. Combustible penetrations - combustible pipes etc., shall be tested in accordance with ASTM E119 or shall be protected by an approved through penetration fire stop system. Fire dampers - any dampers through fire walls need a three-hour rating.

SOUND & INSULATION - Exposed insulation shall have a flame spread rating of 25 or less and smoke development rating of 450 or less. Concealed shall have a flame spread rating of 75 or less and a smoke development rating of 450 or less. Vapor retarder shall be installed to the warm side of the insulation.

ROOF TRUSSES - Factory assembled with 16 or 20 gauge galvanized steel Eagle truss plates as required and graded kiln dried lumber as specified. In-plant quality control inspection is conducted under the auspices of the Truss Plate Institute. Trusses are designed with current standards and specifications for the stated loading.

TRUSS BRACING - All wood members must be properly braced until the complete structural system has been completed. Erection bracing is supplied by the erection contractor. The contractor must refer to TPI publication BCSI-B10 POST FRAME SUMMARY SHEET, "POST FRAME TRUSS INSTALLATION & TEMPORARY RESTRAINT / BRACING" for erection, handling and bracing guidance.

Refer to the truss detail for permanent lateral bracing requirements. All lateral bracing specified on the truss detail are intended to provide lateral restraint for individual truss members only. Additional permanent structural bracing specified on the drawings is supplied with the building package and must be installed as shown.

ATTIC DRAFTSTOPS (if applicable) - Maintain attic draft stops every 3,000 sq. ft. for enclosed attic spaces. Minimum attic access opening is 20"x30".

SKYLIGHTS (if applicable) - 0.06" nominal translucent FRP Alsynite/Structoglas Building Panel. These panels are used as exterior eavelight, skylight or roof panel applications.

HEATING AND VENTILATING (if applicable) - All work shall be done in strict accordance with state and local codes. Others shall submit separate plans and calculations for approval.

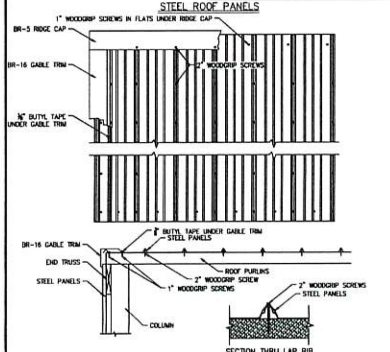
ELECTRICAL (if applicable) - All work shall be done in strict accordance with state and local codes. Electrical work in not part of this plan.

PLUMBING (if applicable) - All work shall be done in strict accordance with state and local codes. Provide thermal protection (insulation) of pipes under lavatory. Plumbing work is not part of this plan.

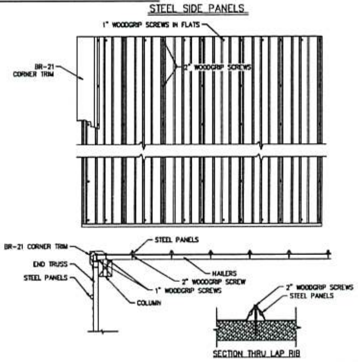
DRINKING FACILITIES (if applicable) - Drinking facilities (not in toilet rooms) must be provided in all public buildings.

STEEL PANEL SCREWING PATTERN

STEEL ROOF PANELS



STEEL SIDE PANELS



FASTENING SCHEDULE

FLOOR CONSTRUCTION		
Built-up Girders & Beams	20d common	32" o.c. direct
Bridging to Joists	8d common	2 ea. direct end
Floor Joists to Studs	10d common	5 direct or 3 direct
Floor Joists to Studs (W/ceiling joist)	10d common	2 direct
Floor Joists to Sill or Girder	8d common	3 toe nail
Ledger Strip	16d common	3 ea. direct joist
1" Subflooring (6" or less)	8d common	2 ea. direct joist
1" Subflooring (8" or more)	8d common	3 ea. direct joist
2" Subflooring	16d common	2 ea. direct joist
Particleboard Underlayment (1/4"-3/4")	6d annular threaded	6" o.c. direct edges & 12" o.c. intermediate
WOOD STRUCTURAL PANEL SUBFLOORING		
1/2" or less	6d common or 6d annular/spiral thread	6" o.c. direct edges & 12" o.c. intermediate
19/32" - 3/4"	8d common or 6d annular/spiral thread	6" o.c. direct edges & 12" o.c. intermediate
7/8" - 1-1/8"	10d common or 8d ring shank 8d annular or spiral thread	6" o.c. direct edges 6" o.c. intermediate
1/2" or less	16ga galvanized wire staples	4" o.c. edges & 7" o.c. intermediate
19/32, 5/8"	3/8" min. crown, 1-5/8" length	2-1/2" o.c. edges & 4" o.c. intermediate
WALL CONSTRUCTION		
Stud to sole plate	8d common 16d common	4 toe nail 2 direct nail
Stud to cap plate	16d common	2 toe nail or 2 direct nail
Double studs	10d common	12" o.c. direct
Corner studs	16d common	24" o.c. direct
Sole plate to joist or blocking	16d common	16" o.c.
Interior-braced wall sole plate-parallel joist	16d common	12" o.c.
Double cap plate	10d common	16" o.c. direct nail
Cap plate laps	10d common	2 direct nail
Ribbon strip, 6" or less	10d common	2 ea. direct bearing
Ribbon strip, 6" or more	10d common	3 ea. direct bearing
Diagonal brace (to stud & plate)	8d common	2 ea. direct bearing
Interior-braced wall top plate-joist/blocking	10d common	12" o.c.
Tail beams to headers (nailing permitted)	20d common	1 ea. end 4 sq.ft. floor area
Header beams to trimmers (nailing permitted)	20d common	1 ea. end 8 sq.ft. floor area
Continuous header to stud	8d common	4 toe nail
Continuous header, two pieces	16d common	16" o.c. direct
ROOF & CEILING CONSTRUCTION		
Ceiling joists to plate	16d common	3 toe nail
Ceiling joists (laps over partition)	10d common	3 direct nail
Ceiling joists (parallel to rafter)	10d common	3 direct nail
Collar beam	10d common	3 direct
Roof rafter to plate	8d common	3 toe nail
Roof rafter to ridge	16d common	2 toe nail or direct nail
Jack rafter to hip	10d common 16d common	3 toe nail 2 direct nail
1" roof decking (6" width or less)	8d common	2 ea. direct rafter
1" roof decking (over 6" width)	8d common	3 ea. direct rafter
WALL & ROOF SHEATHING		
1" wall sheathing (<8")	8d common	2 ea. direct stud
1" wall sheathing (over 8" width)	8d common	3 ea. direct stud
1/2" fiberboard sheathing	1-1/2" GV roofing nail or 6d common or 16ga staple, 1-1/8" w/min. crown of 7/16"	3" o.c. exterior edge, 6" o.c. intermediate
25/32" fiberboard sheathing	1-3/4" GV roofing nail or 8d common or 16ga staple, 1-1/2" w/min. crown of 7/16"	3" o.c. exterior edge, 6" o.c. intermediate
Gypsum sheathing	12ga 1-1/4" large head, corrosion resistant	4" o.c. on edge, 8" o.c. intermediate
Gypsum sheathing (seismic tracing)	11ga 1-3/4" long 7/16" head	4" o.c. all bearing points
Particleboard wall sheathing (1/2" or less)	6d common	6" o.c. direct edges & 12" o.c. intermediate
Particleboard wall sheathing (5/8" or less)	8d common	6" o.c. direct edges & 12" o.c. intermediate
WOOD STRUCTURAL PANEL ROOF & WALL SHEATHING		
1/2" or less	6d common (walls); 8d common (roofs)	6" o.c. direct edges & 12" o.c. intermediate
19/32"-1"	8d common	6" o.c. direct edges & 12" o.c. intermediate
1" or greater	10d common	6" o.c. direct edges & 12" o.c. intermediate
1/2" or less	16ga GV wire staples 3/8" min. crown 1" length + panel thickness	4" o.c. edges & 8" o.c. intermediate
19/32", 5/8"	same as immediately above	2-1/2" o.c. edges & 5" o.c. intermediate
Shingles	#14 B&S ga corrosion resistant	2 ea. bearing
Watherboarding	8d corrosion resistant	2 ea. bearing

Note A: Single nails shall penetrate not less than 3/4" into nailing strips, sheathing or supporting construction except as otherwise provided for in Section 1507.0.

Note B: For regions having a basic wind speed of 90 mph or greater where the main roof height is less than 25 ft. and for regions having basic wind speed of 80 mph or less, nails which attach wood structural panel roof sheating to gable end wall framing shall be spaced 6" o.c. Where basic wind speed is greater than 80 mph, nails which attach panel roof sheathing to intermediate supports shall be spaced 6" o.c. of a minimum of a 48" distance from ridges, eaves & gable end walls; & 4" o.c. to gable end wall framing.

Note C: For regions having a basic wind speed of 90 mph greater, 8d deformed shank nails shall be utilized to attach wood structural panel roof sheathing to framing within a minimum 48" distance from gable end walls provided the mean roof height is between 25' and 35'. For roof heights greater than 35' in a 90 mph or greater wind region, attachment of wood structural panel roof sheathing shall be designed for the wind loads in Section 1609.0.

Note D: Nails shall be spaced 6"" o.c. direct to panel edges and 6" o.c. to intermediate supports where panel spans are 48" o.c. or greater.

Note E: 1" = 25.4mm, 1' = 304.8mm. "

ABBREVIATIONS

ABV	Above	F.D.	Floor Drain
AFF	Above Finish Floor	F.E.	Fire Extinguisher
BBP	Blocking Between Purlins	F.O.	Framed Opening
BOT	Bottom	FT	Feet
BRG	Bearing	GA	Gage, Gauge
B.S.	Both Sides	GTE	Grade to Eave
℄	Centerline	GTH	Grade to Heel
CFT	Cubic Foot	GV	Galvanized
C.H.	Ceiling Height	IN.	Inch
CLOS	Closet	PL	Property Line
COM	Common	PSF	Pounds per Square Foot
CMU	Concrete Masonry Unit	PSI	Pounds per Square Inch
d	Penny	P.T.	Pressure Treated
DBL	Double	R.C.	Raised Chord
Ea.	Each	R.O.	Rough Opening
E.E.	Each End	R.O.W.	Right of Way
E.F.	Each Face	S.C.	Straight Chord
E.W.	Each Way	STP	Steel Transfer Plate
LAM	Laminated	T&G	Tongue & Groove
L.A.V.	Lavatory	T.O.G.	Top of Ledger
MIL	Millimeter(s)	T.O.W.	Top of Wall
NBW	Not By Walters Buildings	T.O.C.	Top of Concrete
N.T.S.	Not To Scale	T.O.F.	Top of Floor
O.C.	On Center(s)	TYP	Typical(ly)
O.C.E.W.	On Center Each Way	TRTD	Treated
OHD	Overhead Door	WH	Water Heater
O/O	Out to Out	WWM	Welded Wire Mesh

Walters Buildings

Jack Walters & Sons, Corp.
P.O. Box 388
6600 Midland Ct.
Allenton, WI 53002
1-800-558-7800
www.waltersbuildings.com

PROJECT NAME & LOCATION

MARK ESKUCHE/ ECURIE ENGINEERING

6728 W DONGES BAY RD MEQUON, WI 53092

PROJECT LOAD SUMMARY

International Building Code 2015		
RISK CATEGORY II		
SNOW		
Pf=0.7*Ce*Ct*I*Pg		
Ps= CS*Pf		
Ground Snow Load (Pg):		30 PSF
Snow Exposure Factor (Ce):	1.0	
Thermal Factor (Ct)	1.20	
Importance Factor (I)	1.0	
Flat Roof Snow Load (Pf)		25.2 PSF
Slope Factor (Cs):	1.00	
Sloped Roof Snow Load (Ps):		25.2 PSF
Unbalanced Snow Load		38.1 PSF
Distance From Peak		7.66 ft
Snow Load Used		25.2 PSF
WIND		
Ultimate Wind Speed		115
Nominal Wind Speed Conversion Factor		√(0.6)
Nominal Wind Speed		89.1 mph
Exposure Category:		C
Qz = 0.00256*Kz*Kzt*Kd*(V^2)		
P = Qz[(GCpf)-(GCpi)]		
Kzt	1.00	
Kz	0.90	
Kd:	0.85	
Qz (Velocity Pressure)		15.5 PSF
Gcpi		+0.18 / -0.18
WIND LOAD USED (P)		16 PSF
MWFRS h<= 60ft		
SEISMIC		
Ss (Mapped Spectral Response Acceleration 0.2 Sec):		4.6
S1 (Mapped Spectral Response Acceleration 1.0 Sec):		2.5
Sds:		0.049
SD1		0.040
Seismic Importance Factor:		1.0
Seismic Design Category:		A
Site Class:		D
Basic Structural & Seismic Resisting System = Light Framed Walls w/ Shear Panels		
Seismic Base Shear		346 #
Cs (Seismic Response Coefficient)		0.010
R (Response Modification Factor):		7.0
Using Equivalent Lateral Force Procedure		
SOILS		
Presumed Soil Bearing Capacity		3000 PSF
Presumed Lateral Soil Pressure		200 PSF
Total Load		35.2 PSF
Roof Live Load (reducible):		20 PSF

PROJECT CODE SUMMARY

CONSTRUCTION TYPE:		VB
Risk Category:		II
Use Group Classification		S-1
NON-SPRINKLERED		
Tabular Allowable Area		9000 sq ft
Frontage Increase:	0.75	
Total Allowable Area:		12000 sq ft
Allowable Height		40 ft
Allowable Stories	1	
Proposed Building Area		1920 sq ft
OCCUPANT LOAD		
SHOP = 5000 / 500gross = 10		
TOTAL OCCUPANT LOAD = 10		

SHEET INDEX

G1	GENERAL SPECIFICATIONS
A1,A1.1	ELEVATIONS
S1	FOUNDATION PLAN
S2	FRAMING PLAN
S3-S4	SECTIONS
T1	TRUSS & CONSTRUCTION DETAILS

Walte
Buildi

Jack Walters & S
P.O. Box 3
6600 Midlan
Allenton, WI
1-800-558-7
www.waltersbuil

DRAWI
IN PROGI

OWNER NAME
MARK ESKU
ECURIE
ENGINEERI

OWNER ADDRES
6728 W DON
BAY RD MEO
WI 53092

PROJECT NAME
30'X60' VEHI
STORAGE

PROJECT ADDRE
6728 W DON
BAY RD MEO
WI 53092

SALES REP / DEA
ZACH WALT

DRAFTER
KIERSTEN D

ESTIMATOR
CHARLIE

LAST SAVED BY
KDAHM C

PAPER SIZE
ARCH FULL BLEED C (18.00

SCALE
AS NOTED

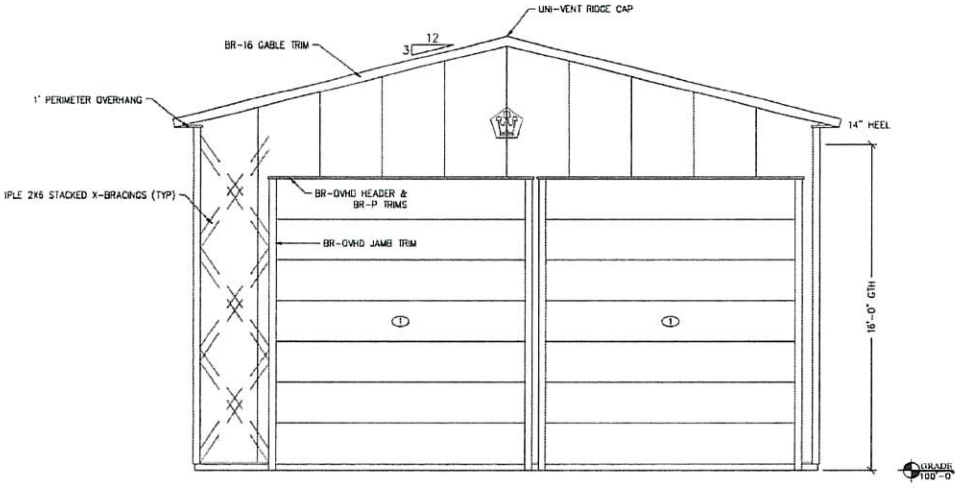
ENGINEER
DAN P

JOB NUMBER
95-1800

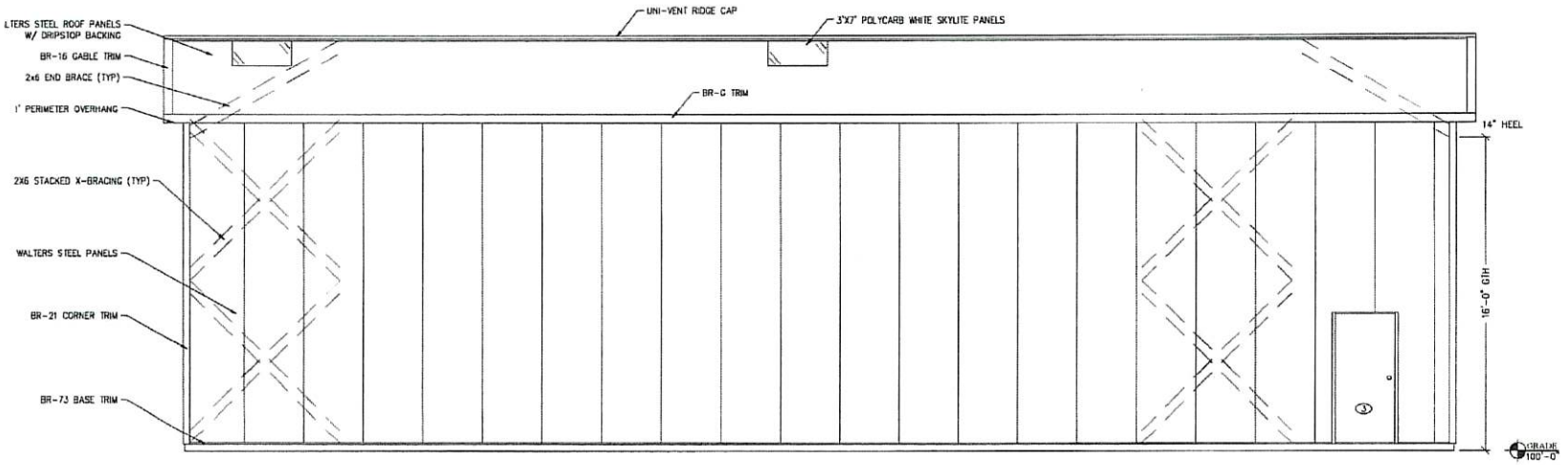
SHEET NUMBER
G1

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)



1 A1 WEST END ELEVATION
SCALE: 1/4" = 1'-0"



2 A1 SOUTH SIDE ELEVATION
SCALE: 1/4" = 1'-0"

DOOR & WINDOW SCHEDULE

TAG	TYPE	ROUGH OPENING W x H	QUANTITY
1	12'x14' OHD OPENING	144"x168"	2
2	15'X10' SINGLE RIGHT SLIDING DOOR	180"x120"	1
3	3'X6'8" TB WALKDOOR W/ KWIKSET LEVERSET	40 ¼"x82 ½"	2

Walters Buildings

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P.O. Box 388
9530 Midland Ct.
Allenton, WI 53002
1-on-1@262-629-5110
www.walterssbuildings.com

DRAWINGS IN PROGRESS

OWNER NAME
MARK ESKUCHE/ ECURIE ENGINEERING

OWNER ADDRESS
6728 W DONGES BAY RD MEQUON, WI 53092

PROJECT NAME
30'X60' VEHICLE STORAGE

PROJECT ADDRESS
6728 W DONGES BAY RD MEQUON, WI 53092

SALES REP / DEALER
ZACH WALTERS

DRAFTER
KIERSTEN D

ESTIMATOR
CHARLIE

LAST SAVED BY
KDAHM ON 8/6/2025

PAPER SIZE
ANSI FULL BLEED D (24.00 X 36.00 INCHES)

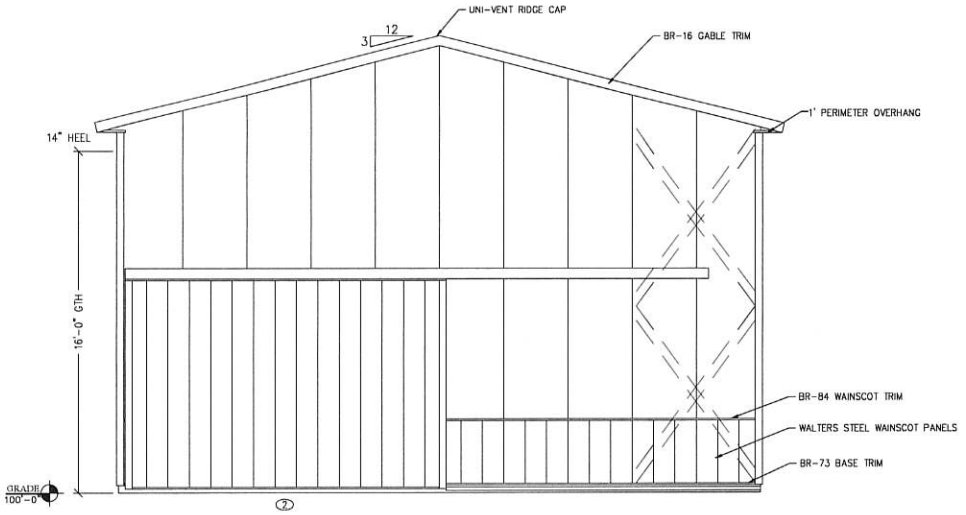
SCALE
AS NOTED

ENGINEER
DAN P

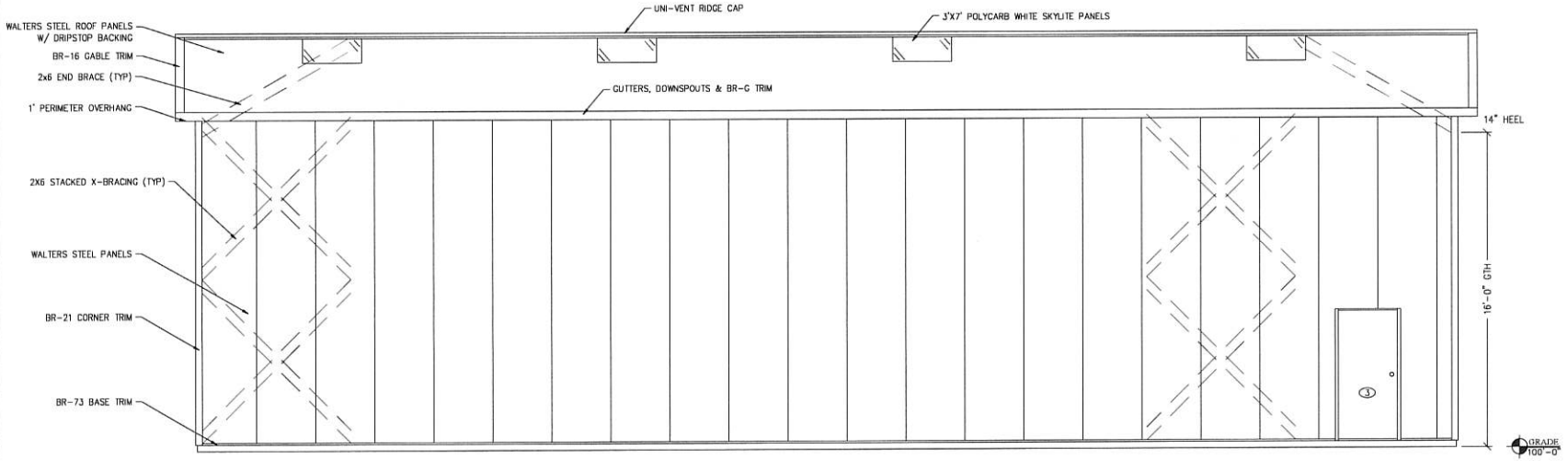
JOB NUMBER
95-1800

SHEET NUMBER
A1

DOOR & WINDOW SCHEDULE			
TAG	TYPE	ROUGH OPENING W x H	QUANTITY
①	12'x14' OHD OPENING	144"x168"	2
②	15'X10' SINGLE RIGHT SLIDING DOOR	180"x120"	1
③	3'X6'8" TB WALKDOOR W/ KWIKSET LEVERSET	40 ¼"x82 ½"	2



1 A1.1 EAST END ELEVATION
SCALE: 1/4" = 1'-0"



2 A1.1 NORTH SIDE ELEVATION
SCALE: 1/4" = 1'-0"

Walt
Buildi
Jack Walters & S
P.O. Box
5500 Midlan
Allenton, WI
(262)-625-
www.waltersbuil

DRAWI
IN PROG

OWNER NAME
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ECURIE
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OWNER ADDRES
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PROJECT NAME
30'X60' VEHI
STORAGE

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BAY RD ME
WI 53092

SALES REP / DE
ZACH WAL

DRAFTER
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ESTIMATOR
CHARLIE

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EDAHM

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ENGINEER
DAN P

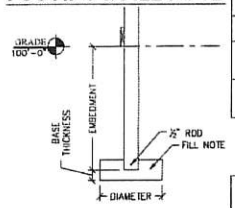
JOB NUMBER
95-1800

SHEET NUMBER
A1.1

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

FOOTING & FILL NOTE

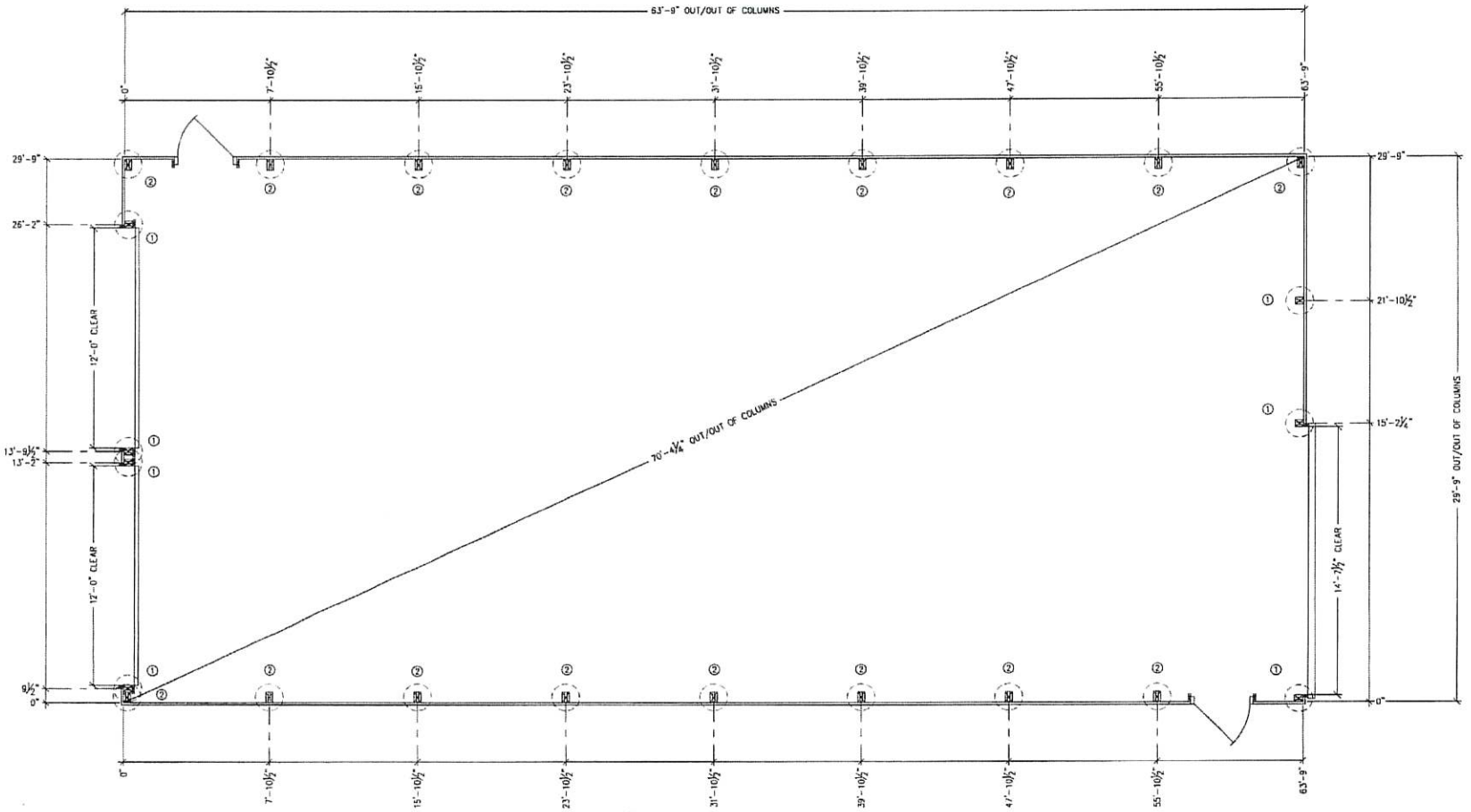


COLUMN & FOOTING SCHEDULE

TAG	COLUMN TYPE	DIAMETER	EMBEDMENT
①	(3)-PLY 2x6 #2 SYP STP LAM COLUMN	18" DIA	4'-0"
②	(3)-PLY 2X8 #1 SYP STP LAM COLUMN	18" DIA	4'-0"

FILL SCHEDULE

DIAMETER	BASE THICKNESS	FILL NOTE	QUANTITY
18" DIA	5"	PLACE (1.5)-80# BAG SAKRETE, BACKFILL w/ (1.0)-80# BAG SAKRETE	24



1 / S1 COLUMN PLAN
SCALE 1/4" = 1'-0"

Walters Buildings
Jack Walters & Sons, Corp.
P.O. Box 188
9930 Mallard Ct.
Allenton, WI 53002
(262) 626-7800
www.waltersbuildings.com

DRAWINGS IN PROGRESS

OWNER NAME
MARK ESKUCHE/ ECURIE ENGINEERING

OWNER ADDRESS
6728 W DONGES BAY RD MEQUON, WI 53092

PROJECT NAME
30'X60' VEHICLE STORAGE

PROJECT ADDRESS
6728 W DONGES BAY RD MEQUON, WI 53092

SALES REP / DEALER
ZACH WALTERS

DRAFTER
KIERSTEN D

ESTIMATOR
CHARLIE

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RDAHM ON 6/8/2023

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ENGINEER
DAN P

JOB NUMBER
95-1800

SHEET NUMBER
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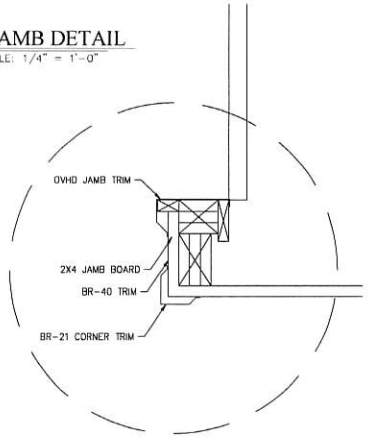
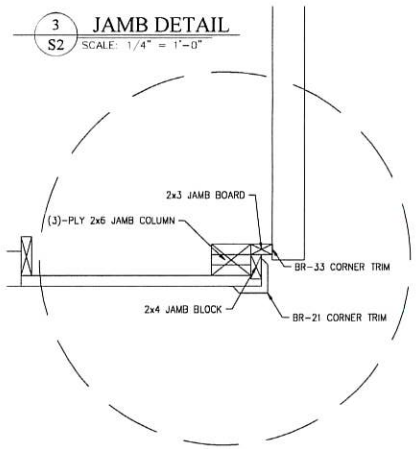
2 S2 JAMB DETAIL
SCALE: 1/4" = 1'-0"

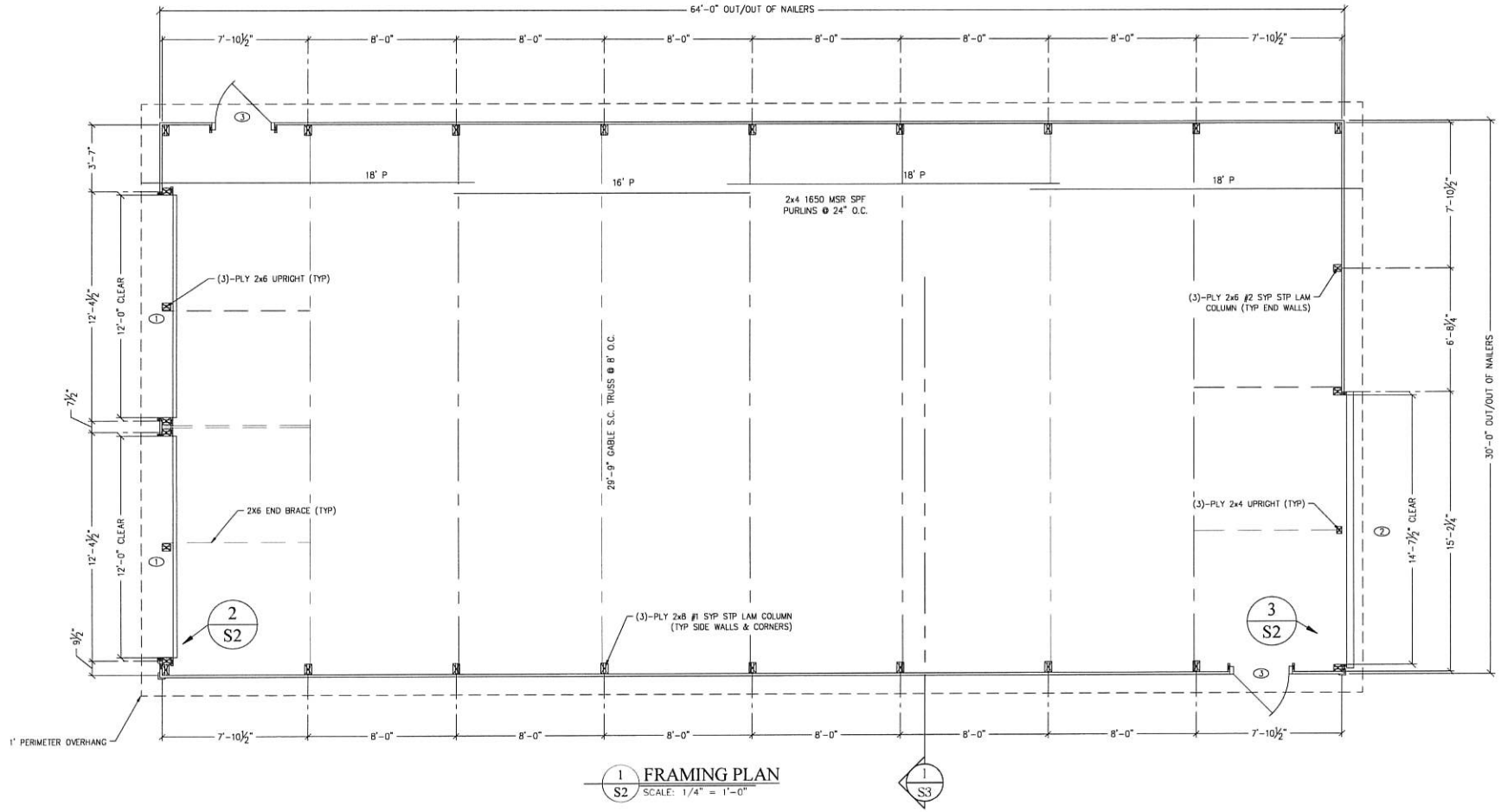


3 S2 JAMB DETAIL
SCALE: 1/4" = 1'-0"



DOOR & WINDOW SCHEDULE

TAG	TYPE	ROUGH OPENING W x H	QUANTITY
①	12'x14' OHD OPENING	144"x168"	2
②	15'X10' SINGLE RIGHT SLIDING DOOR	180"x120"	1
③	3'X6'8" TB WALKDOOR W/ KWIKSET LEVERSET	40 ¼"x82 ½"	2



1 S2 FRAMING PLAN
SCALE: 1/4" = 1'-0"

1 S3

Walte Buildi
Jack Walters & S
P.O. Box
Allenton, WI
www.waltersbuil

DRAWI IN PROGI

OWNER NAME
MARK ESKU ECURIE ENGINEERI

OWNER ADDRES
6728 W DON BAY RD ME WI 53092

PROJECT NAME
30'X60' VEHI STORAGE

PROJECT ADDRE
6728 W DON BAY RD ME WI 53092

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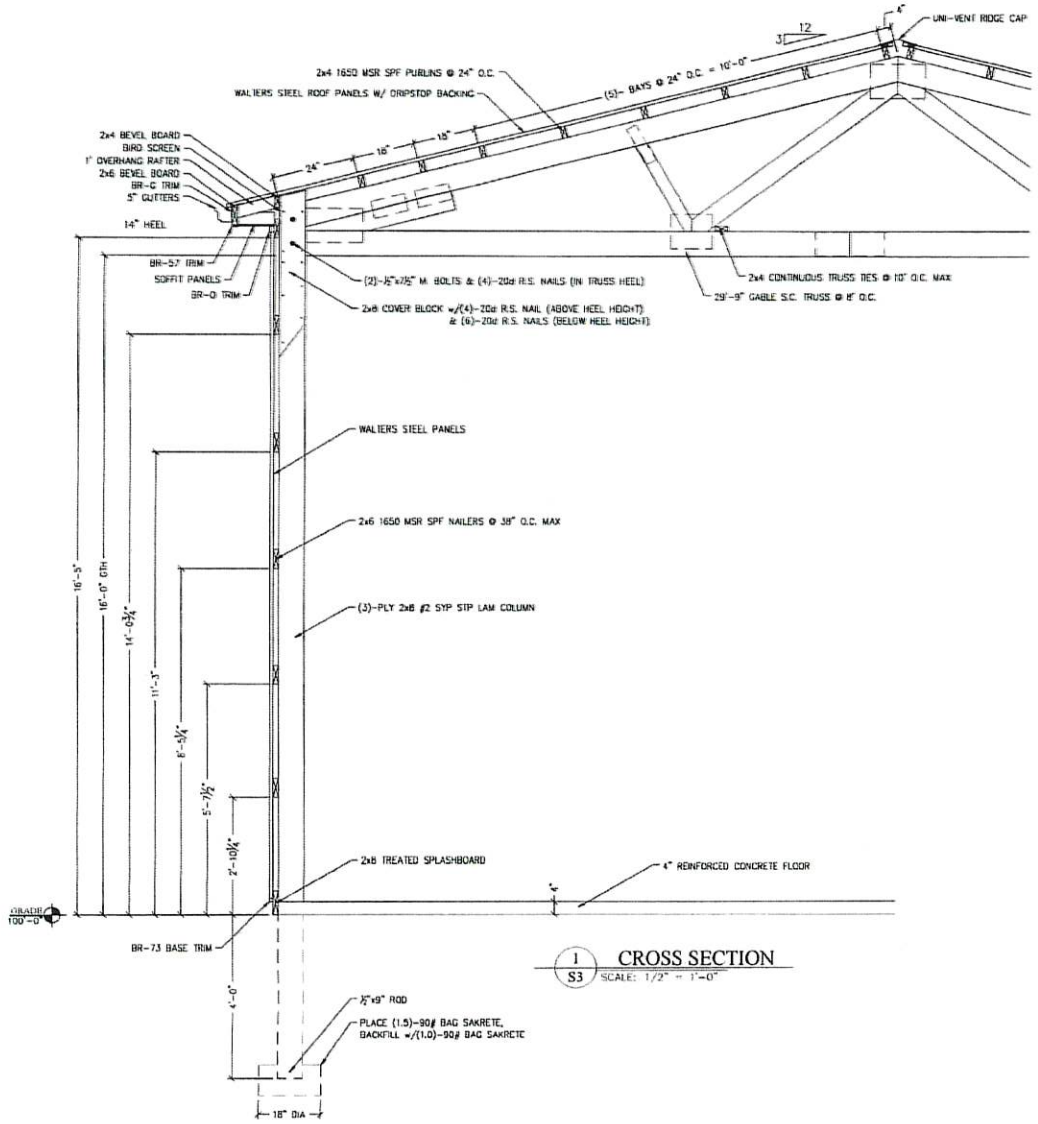
Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)



1 / S3 CROSS SECTION
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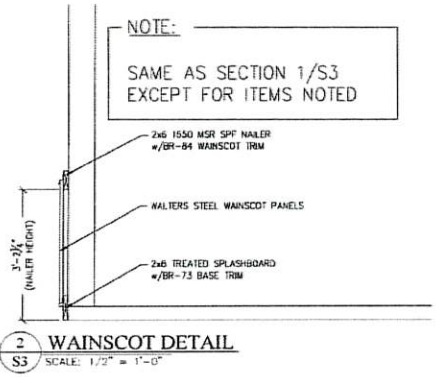

2 / S3 WAINSCOT DETAIL
SCALE: 1/2" = 1'-0"

Walters Buildings

DRAWINGS IN PROGRESS

OWNER NAME
MARK ESEUCHE/ ECURIE ENGINEERING

OWNER ADDRESS
6728 W DONGES BAY RD MEQUON, WI 53092

PROJECT NAME
30'X60' VEHICLE STORAGE

PROJECT ADDRESS
6728 W DONGES BAY RD MEQUON, WI 53092

SALES REP / DEALER
ZACH WALTERS

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KIERSTEN D

ESTIMATOR
CHARLIE

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FDAHM ON 8/4/22

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DAN P

JOB NUMBER
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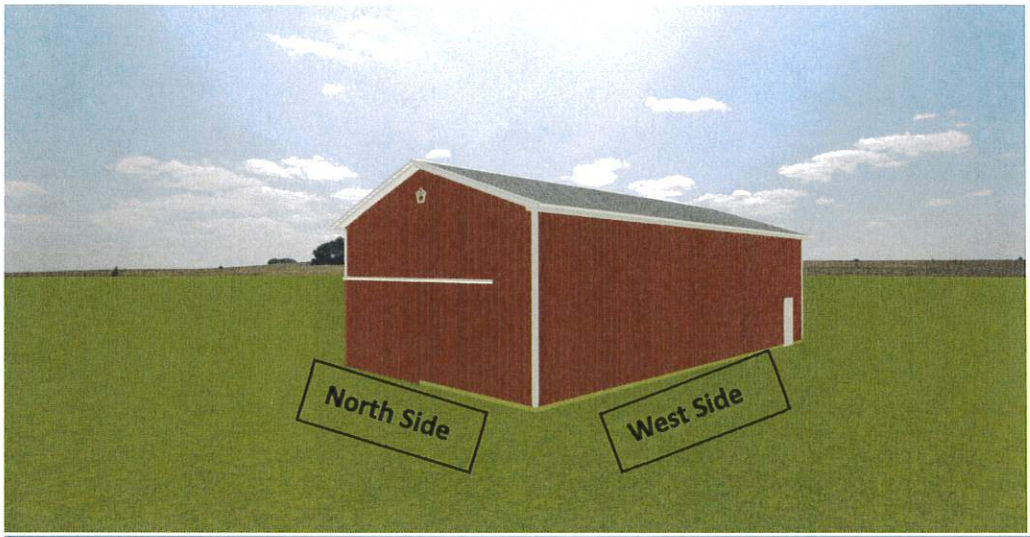
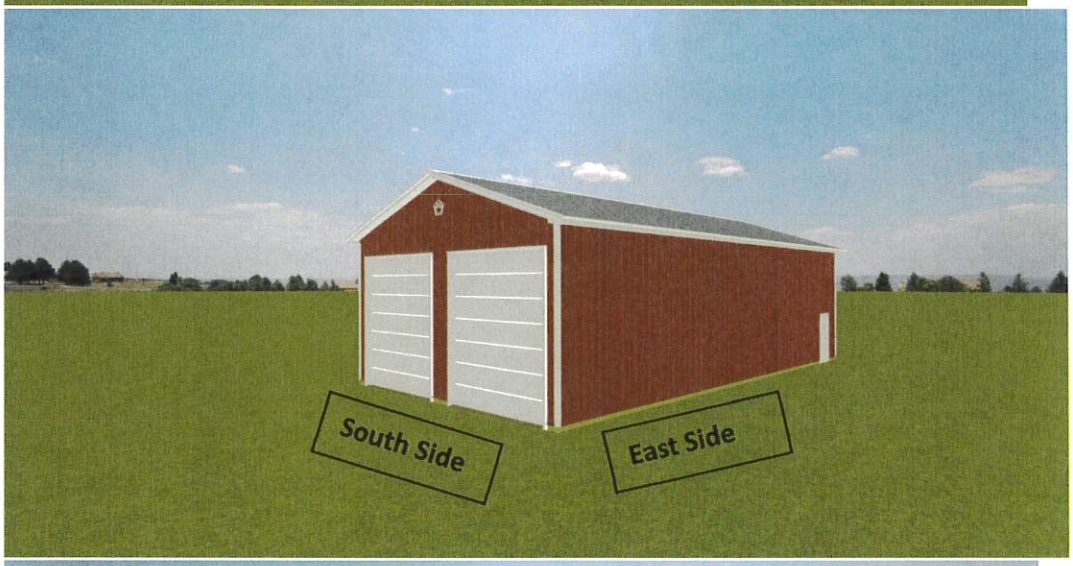
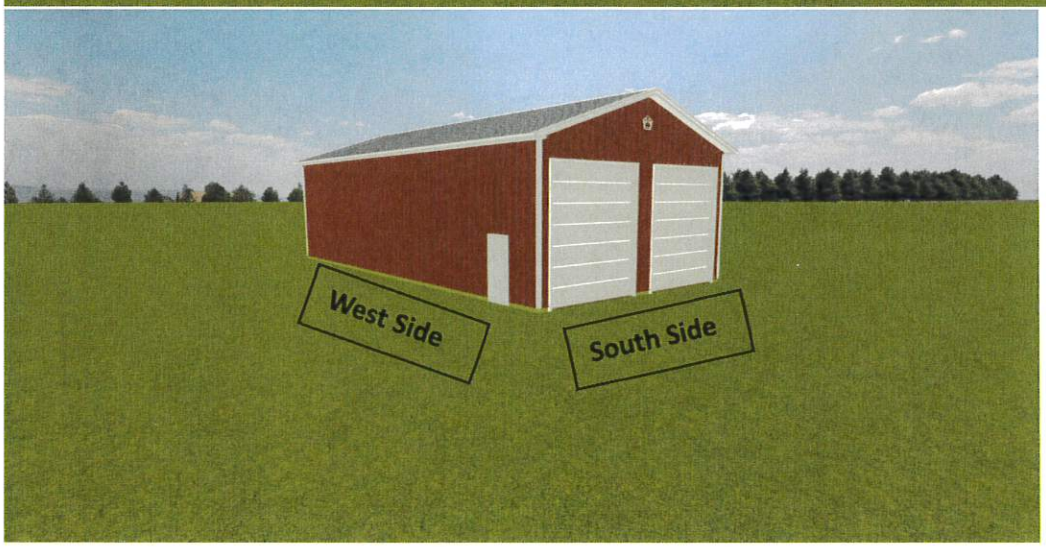
Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)







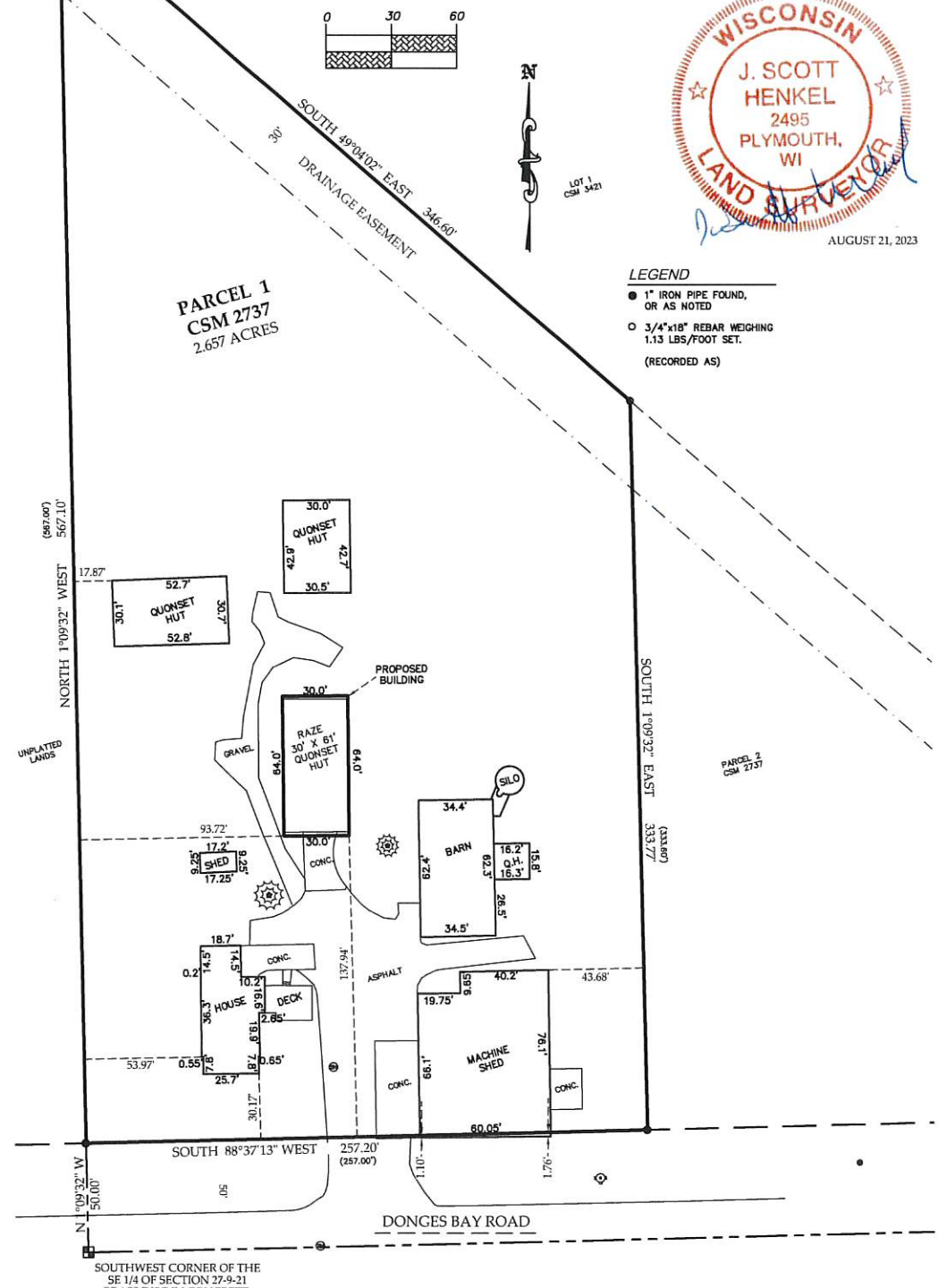
Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

PLAT OF SURVEY

OWNER:
MARK ESKUCHE
6716 W. DONGES BAY ROAD
MEQUON, WI 53092

LEGAL DESCRIPTION

PARCEL ONE (1) OF CERTIFIED SURVEY MAP NO. 2737, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR OZAUKEE COUNTY, WISCONSIN ON NOVEMBER 22, 1994 AT 11:40 A.M., IN VOLUME 19 OF CERTIFIED SURVEY MAPS ON PAGES 344-345, AS DOCUMENT NO. 530412, THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNER OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO WITHIN 1 YEAR FROM THE DATE HEREON.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSION OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS, ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY, AND THAT I HAVE COMPLIED WITH WISCONSIN CHAPTER A-E 7.

THE ABOVE DESCRIBED PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD.

SHEET 1 OF 1

SURVEYED BY JOSEPH W. DAVID
MAPPED BY J. SCOTT HENKEL, PLS

REVISED 8/25/23

PSE
122 Wisconsin Street, West Bend, WI 53095
262.346.7800 kparish@parishse.com

FN: WA-39-23 Date: 8/21/23

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

534462 VOL 923 PAGE 989

CONDITIONAL USE GRANT

Before the Planning Commission of the City of Mequon, Ozaukee County, Wisconsin, in regard to Premises at 6728 W. Donges Bay Road in Township 9 North, Range 21 East, Ozaukee County, State of Wisconsin, further described as follows:

Lot 1 of Certified Survey Map # 2737, Document # _____, Volume 19, pages 344 and ____ as recorded in the Ozaukee County Register of Deeds Office on _____.

Lots = 2.66 acres

14-027-15-009.00

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 a classic automobile restoration and rebuilding.

GRANTED by action of the Planning Commission of the City of Mequon this 10 day of October 1994.

Brad Lee Steinke
Planning Commission Secretary

James A. Moriarty
Mayor, Chairman

Original filed in the office of the Planning Commission of the City of Mequon.

THE CONDITIONS of this Grant are:

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

2. This grant shall be 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.

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.

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

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STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this 24 day of FEBRUARY, 1995, the above named James J. MORIARTY, Mayor to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jonathan P. Censky
Notary Public, Ozaukee County, Wisconsin
My Commission (expires)(is) 8/23/98

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this 24 day of FEBRUARY, 1995, the above named Brad Lee STEINKE, Planning Commission Secretary to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jonathan P. Censky
Notary Public, Ozaukee County, Wisconsin
My Commission (expires)(is) 8/23/98

sigpages

RECORDED

1995 MAR -3 PM 1:25

Ronald R. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

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7. Conditions on the Operations:

a. Hours of operation: Monday to Saturday 9a.m. to 8 p.m., Sunday 10a.m. to 5 p.m.

b. Performance standards relating to noise, vibration, odor, smoke, dust, etc., other than applicable City Ordinances: As per City ordinance and as further designated under letter e. below.

c. Water supply requirements: Private well

d. Provisions for sewage disposal: public sanitary sewer

e. Other:

1) Any substantiated material problems with noise, dust, traffic circulation, erosion, etc. in association with the operation of topsoil removal shall be the responsibility of the owner to correct. Failure to correct the problem in a timely manner may result in the partial or complete revocation of this grant.

2) No outside storage of automobiles or materials shall be allowed.

8. Conditions of the Buildings other than in accordance with the approved building plans.

a. Facade material of each building side: As per Exhibit B

b. Entrances, design and Location: As per Exhibit B

c. Signs attached to the Building Location, Size, Design (including lighting): As per Planning Commission approval.

d. Exterior Lighting of the Building: As per Planning Commission approval.

e. Other: Subject to state and local building and fire code requirements

9. Conditions on the Site other than in accordance with the approved site plan.

a. Street access (number, location, design): As per Exhibit A

b. Off-Street Parking (location and design including screening thereof): As per Exhibit A

c. Loading and Service Area (location and design): N/A

d. Outside Storage of Materials, Products or Refuse (location and screening thereof): None

e. Finished topography and building grades, retaining walls, storm water run-off: As per Exhibit "C"

f. Landscaping of the Site and Buildings (including plant types, size spacing): As per existing site conditions.

g. Pedestrian walkways, terraces, malls (location and design): None

h. Signs (free standing) location, size, design, (including lighting): As per Exhibit A

i. Exterior Lighting of the Site, location design and power: As per existing site conditions.

j. Other:

1) The driveway and parking area serving the business shall be asphalted ~~to a 12 foot width~~ by 10 OCT 95 AS PER EXHIBIT "A"

2) Outside debris and rubbish along with the abandoned shed to the east of the existing berm must be removed by January 1, 1995.

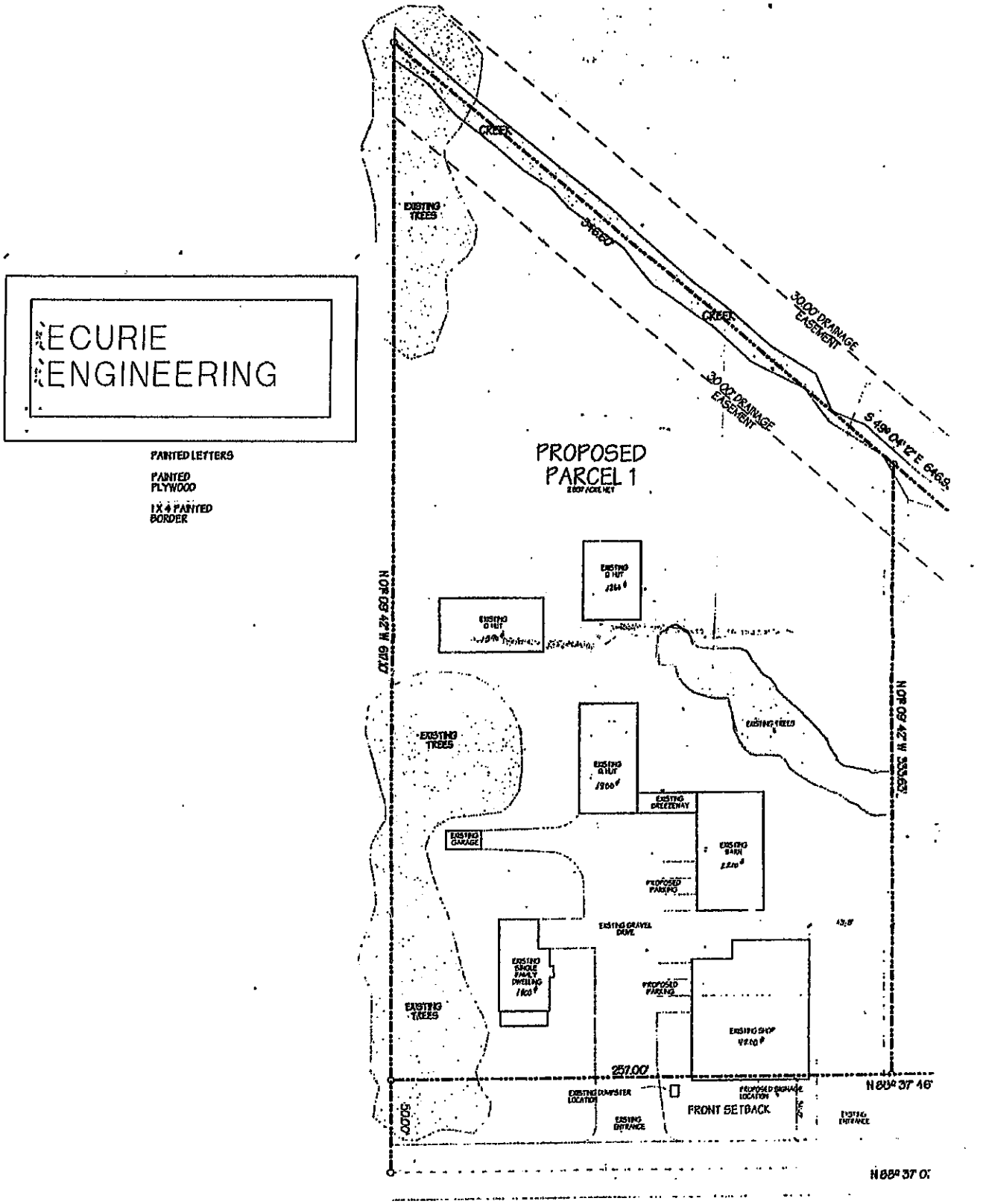
3) No autobody work shall be performed on this site.

Receipt of a true Copy of this instrument on behalf of the petitioner acknowledged the _____ day of _____, 19_____

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

EXHIBIT "A"

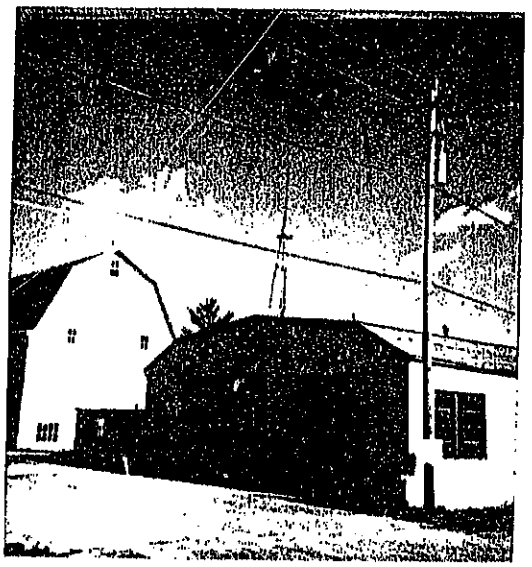
SITE PLAN full scale plan on file in the Dept. of Comm. Development-



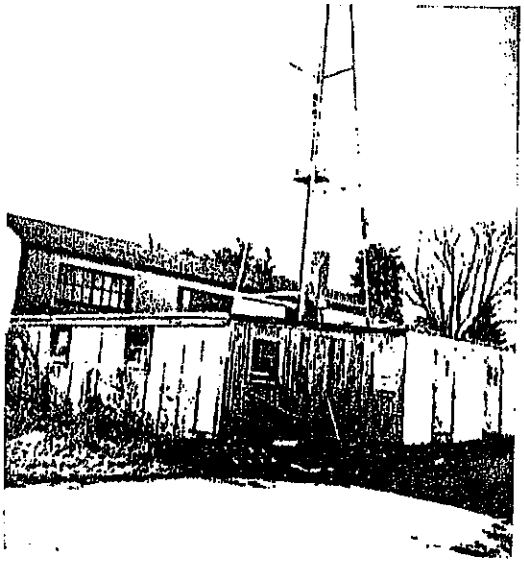
Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

EXHIBIT "B"

Looking West



Looking Northeast



Looking South

Looking North

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

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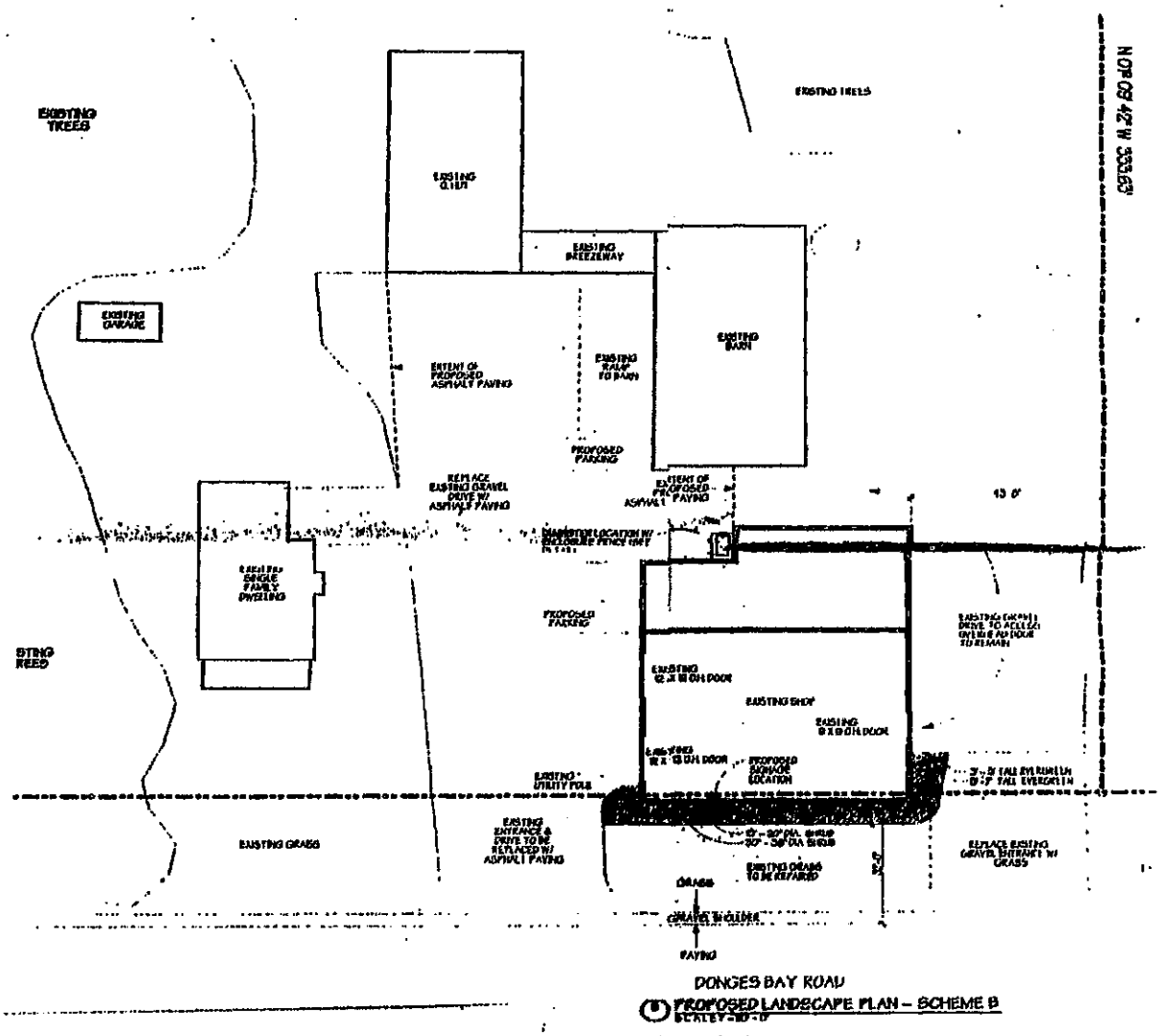
EXHIBIT "C"

LANDSCAPING PLAN full scale plan on file in the Dept. of Comm. Devel.

LANDSCAPING KEY

KEY	PLAN LIST	SIZE	ROOT COND.	QUANTITY
A	TECHNY ARBORVITAE	2'-5'	B&B	9
B	TECHNY ARBORVITAE	4'-6'	B&B	4
C	GLOBE ARBORVITAE	18"-24"	POT	11
D	BROADWOOD JUNIPER	12"-18"	POT	8



PROPOSED LANDSCAPE PLAN – SCHEME B

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

Request:

1) Final Land Division Approval
2) Conditional Use Grant Approval

Explanation:

The applicant is seeking land division approval to divide an existing four acre parcel into a 2.6 acre and 1.4 acre parcel. Additionally, the applicant is requesting conditional use grant approval to operate a classic automobile restoration facility in the existing building at 6728 W. Donges Bay Road.

Action:

Commissioner Schmitt moved to open the public hearing. The motion was seconded by Commissioner Reitz and passed unanimously by acclamation.

Discussion:

Mark Eskuche was present to represent the proposal before the Commission. He stated that he restores classic automobiles. Mr Eskuche briefly discussed the project and detailed the points that the dumpster location could be such that it was out of view from the street, and also that he would like to keep the second access to Donges Bay Road which the Department of Community Development staff report had suggested being vacated.

Stuart Hass asked what would be the extent of the operations at the site. Mr. Eskuche stated that there would be no body work performed. He continued that it would not be an intense body rebuilding shop but that there would be limited paint and chemicals and they would be following standard practices for a shop such as his.

Further action:

There being no one else wishing to be heard, Commissioner Schmitt moved to close the public hearing. The motion was seconded by Commissioner Reitz and passed unanimously by acclamation.

Further discussion:

Commissioner Reitz asked what Mr. Eskuche had planned to do with the second parcel that would be created as a part of the approval tonight. Mr. Eskuche stated that he thought having the land split might be useful; it had been suggested to be divided by an earlier owner of the property.

Commissioner Reitz stated that it was a messy site and that she could support the concept of division of the site as long as it was cleaned up.

Attachment: Packet Docs_Eskuche (8888 : Walter Buildings for Mark Eskuche)

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: **EVAN HOIER, ASSOCIATE PLANNER**

DATE: **October 23, 2023**

SUBJECT: **Kathy Burghardt for Delish Delivered. The applicant is seeking building and site plan approval to allow for a 2,300 square foot catering services facility for the property located at 6340 W Industrial Road.**

Applicant:	Kathy Burghardt for Delish Delivered
Status of Applicant:	Owner
Existing Zoning:	Town Center
Lot size:	1.41 Acres
Location:	6340 W. Industrial Road
Tax Key Number:	#14-027-03-002.00
District:	#4

Background
Applicant is requesting a Building and Site Plan Approval (BSP) for the property at 6340 West Industrial Drive. This review is required due to the nature of the parcel being within the Town Center district, which requires all sites changing use to undergo BSP if they have not in the past 5 years. The use of Catering Services is permitted under the Town Center zoning district. Delish Delivered is a meal delivery service based in both Mequon and Elm Grove. Prepared during the day by kitchen staff, the dinner meals are delivered to the customer in the afternoon and early evening. The applicant is looking for a more permanent space for the business which would provide better kitchen capacity and distribution ease. The property on Industrial Drive accomplishes both improvements for the business. There is currently one individual tenant in the office space in the front of the building and the applicant intends to rent the other tenant space.

Town Center District Standards:

District Regulations:	**TC:**	**Proposal**
Minimum Lot Area:	21,780 ft sq	1.41 acres
Maximum Building Height:	42 feet	13 feet approx
Building Setback	10 feet max	**50 feet +**
Building East Side Yard Offset:	10 feet	**7 feet**
Building North Side Yard Offset:	10 feet	142 feet
Building West Side Yard Offset	10 feet	106 feet
Off-Street Parking:	35 stalls	**9 stalls**
Landscaping Requirement:	30% min	Approx 12%

Site Plan:
The applicant is not proposing any changes to the site. There is an existing driveway to the South on Industrial Drive for access. The site does not meet a number of the district standards in Town

Center. These discrepancies include the front yard setback, the offset from the East lot line, and the landscaping requirements. The site also does not comply with design standards for the Town Center district including lighting, landscaping, and on-street parking. Meeting as many of the Town Center standards as possible should be the goal of this review. In accordance with the Town Center design guidelines, the applicant would need to install streetlights from within the Town Center streetscaping plans. Based on 110 foot spacing, the applicant would need to install at least 4 of these to be compliant. Staff is recommending that adding two near the driveway to the building would be sufficient. Staff is not recommending installation of sidewalk or on-street parking because it would be cost-prohibitive to the applicant.

The parking lot currently has a total of 9 spaces, which the applicant believes is sufficient for both preparation and pick-up times for the business. The applicant indicated that the cooking staff of a maximum of five employees leaves significantly before the delivery team of five employees arrives. Including these five employees at a time, the individual office tenant will require a sixth parking space for the day. The 9 spaces present at the site will be enough to accommodate both businesses. If an expansion of the business is to take place, an extension of the parking lot will be required. Normally, parking lots between the principal building and street are prohibited in the Town Center district, but because the lot is existing, it should be adequately screened as part of this approval.

Building Plan:
The applicant does not intend to make any changes to the building's façade or appearance. The front entrance, West side entrance, and warehouse entrance have angled roof lines that imitate awnings. The majority of the building appears to be constructed with a concrete exterior.
Staff conducted multiple visits to the site to assess its compliance with zoning and design requirements. The "Mequon-Thiensville Town Center Design Guidelines" makes multiple references for the use of awnings to articulate entryways and provide scale. Installing them over the building's windows can break up the façade and provide much-needed scale to the architecture. Installing canvas awnings on the smaller windows on the building's western and eastern facades could be beneficial to improving its compliance with the philosophy of the Town Center district. Staff recommends installing black canvas awnings on the smaller windows of the building's western and eastern elevations.

The existing garage and accompanying entry door are dated and don't benefit the architectural aesthetic of the building. By replacing them with new doors with more complimentary colors (glass or black), the building will be more architecturally harmonious with the surrounding neighborhood. Staff recommends replacing the existing garage door and adjacent entry door with black or glass replacements.

Landscaping:
Much of the landscaping on the West side of the building has been removed and the undeveloped lawn on the North side of the property hasn't been mowed in some time. Street trees and some shrubs are present along Buntrock and Industrial Drive, with a noticeable gap at the Southwest corner of the site. Landscaping is absent on the North and East elevations of the building. Installing shrubs and other mid-height plantings around the remaining base of the building to help break up the façade and enhance the property's appearance. Screening the parking lot with landscaping would also help add to the aesthetic value of the site. This could be done with more mid-height plantings, shrubs, ornamental trees, and other smaller features. The landscape plan submitted by the applicant did not detail any specific species or varieties of plantings but did indicate new landscaping on the West side of the parking lot, the West side of the building, and

the East side of the building. An updated landscaping plan with more specificity will be required.

Because of the existing building's more box-like appearance, breaking up and concealing a large portion of the façade, especially on elevations without much activity like the North and East sides, is desirable. Installing landscaping around the base of the building, especially on the aforementioned sides, can help accomplish this. The "Mequon-Thiensville Town Center Design Guidelines" section on General Site Design Guidelines mandates that "All parking lots should be screened with ornamental fencing, dense hedges, and other plantings to soften the visual impact". Because parking lots are prohibited to be in front of buildings in the Town Center district, heavily screening the lot with landscaping will help conceal it and add to the architectural value of the site. Staff recommends that additional street trees, compliant with Town Center Design Guidelines for landscaping, will help provide the streetscaping envisioned in the Town Center Design Guidelines and put in practice throughout the neighborhood.

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

Access is provided through an existing driveway on West Industrial Drive. No access modifications are proposed in association with the project.

While the application for building and site plan does not typically trigger the requirement for dedication of right-of-way, staff is requesting dedication as a condition of approval. Right-of-way dedication will allow for future public improvements and address deficiencies within the existing right-of-way. The right-of-way adjacent to the property is not dedicated to the width of the ultimate right-of-way, and the right-of-way near the southwest corner of the property is so narrow that the reconstruction of the street in the future will not be able to match the section to the north. It is the intent that the existing cross section on the east side of Buntrock Avenue would carry through to the connection at Weston/Industrial Drive. As a condition of approval, the owner shall dedicate right-of-way at the southwest corner of the property so that the right-of-way matches the 60-foot ultimate right-of-way.

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

The site is located within the City's sewer service area. Connection to the public water utility is not required per the Mequon Water Utility Water Connection Policy.

No impervious surface is proposed with the site improvements, so there are no additional storm water requirements.

A filling, excavation, and berms permit and an erosion control permit are not required from the Engineering Division since work is internal to the building.

Staff recommends <u>approval</u> of the application with the following conditions:

1. Submittal of a final landscaping plan to be reviewed and approved by staff detailing plant species and variety to include:
    A. Landscaping to screen the parking lot from the street.
    B. Landscaping around the base of the building and between the street and structure.
2. A lighting plan that includes at least two of the Town Center street lights near the

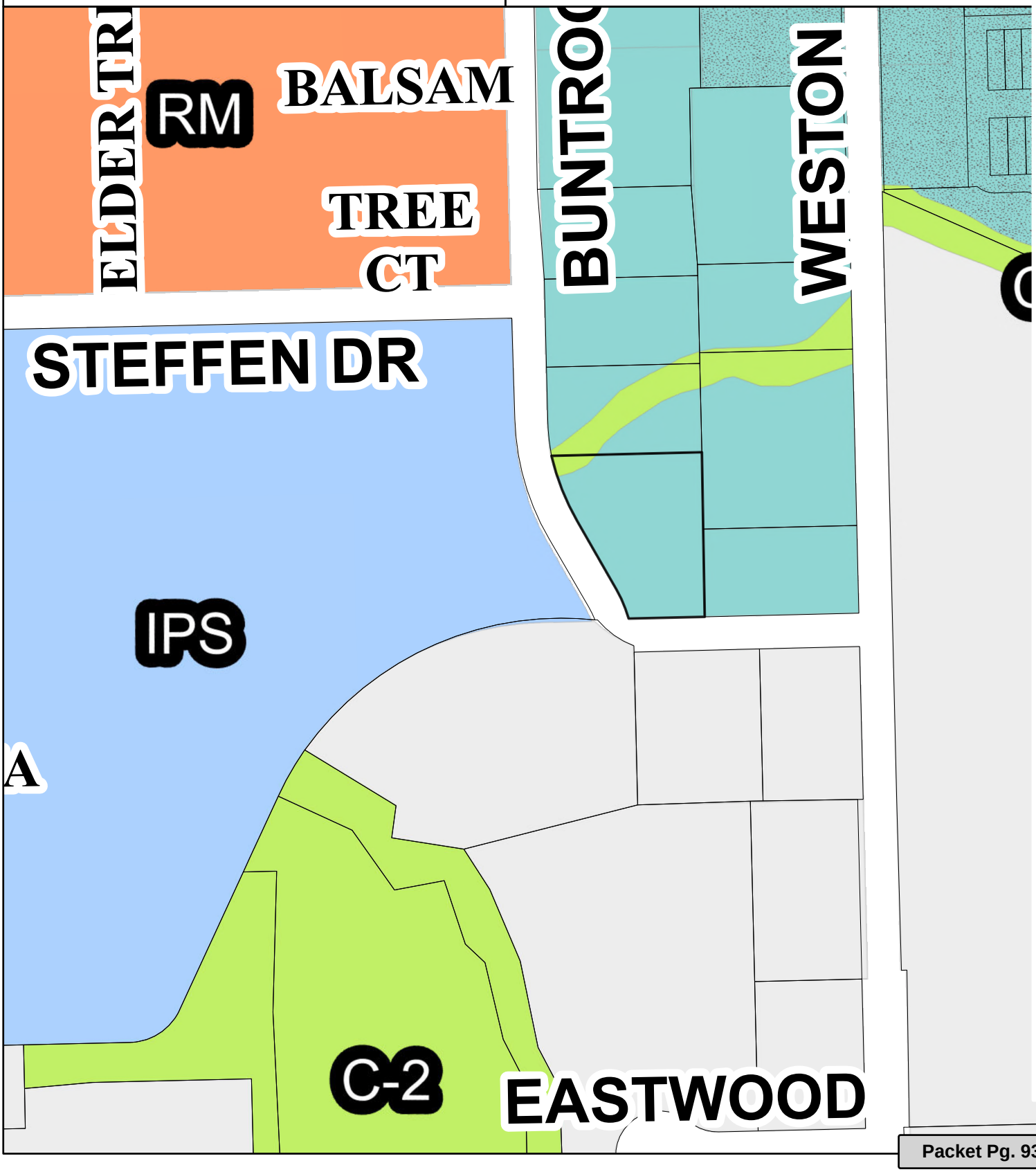
driveway of the site. Final location to be reviewed and approved by staff.

3. Staff review and approval of an updated building plan set that includes:
    A. Awnings installed over the remaining smaller windows on the structure.
    B. Replacement of the garage and adjacent entry doors on the South side of the building with black or glass replacements.
4. Dedication of right-of-way at the southwest corner of the property so that the right-of-way matches the 60-foot ultimate right-of-way. The final geometry of the right-of-way is subject to engineering review.
5. Common Council acceptance of right-of-way dedication.
6. Staff review and approval of final site, building and lighting prior to issuance of permits. The applicant shall submit such plan within 180 days of Planning Commission action, or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.

Attachments:
Packet Docs_Delish Delivered (PDF)

DELISH DELIVERED

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



Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

Delish Delivered
7130 W. River Birch Dr.
Mequon WI 53092
414-803-9894
kathyburg@sbcglobal.net

17th September, 2023

City of Mequon Planning

To Whom It May Concern,

I'm really excited about the potential for the property I would like to purchase at 6340 W. Industrial Drive Mequon, WI 53092! I grew up in Mequon and still live about 1 minute from the Town Center and hopefully my new work address. Like you, I am very hopeful for a lot of great improvements to this zone!

Our plan is to build a commercial kitchen in the warehouse portion of the building in which to operate my meal delivery business, Delish Delivered. We make lives better and easier for our customers, many of whom are seniors with mobility issues or are having other types of challenges. It will also be the franchisee training center for Delish Franchising. Since our business only needs the kitchen part-time, we plan to offer the use of it to other delivery only food entrepreneurs including bakers and caterers.

There are two offices in the front which will remain offices for tenants and for our future use as we expand. We don't have any plans to renovate the offices which are 2600 sf.

We don't have plans to make any changes to the facade, landscaping or parking area other than minor roof or concrete repairs etc. as needed.

Our plan is to put the commercial kitchen in part of the warehouse which the architect measured to be 2300 sf. That is about 40% of the building.

Delish Delivered uses the cooking equipment approx 8am-1pm Mon, Tues and Wed so we would like to make it available to others when we are not there. I imagine most other food operations would cook between 8AM and 6PM. I don't foresee a need for late night cooking but if we are able to help out a baker by providing space I believe they often operate early in the mornings.

The idea is to have just enough kitchen renters to cover the costs and perhaps a bit more, not necessarily to make a profit on the kitchen rental. I have learned to keep life smooth and simple!

Ideally we will have just a few experienced professionals who need blocks of time but it might also be exciting to help start-up entrepreneurs to get off the ground. If so, all will be given VERY clear rules, as we have been around the block and are not willing to tolerate any "shenanigans"

Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

at this stage of the game! I have mentors who operate shared kitchens in other cities to help with this.

We plan to set up the kitchen so that multiple businesses can use it at the same time so ideally we can have renters in it about 35% of the time.

We feel that this would be a fun and beneficial addition to the Town Center zone!

Closing will be scheduled as soon as contingencies are removed (ASAP) There is a contingency for Mequon's approval. Kitchen to be started immediately after closing Current owner is Ken Ferguson 262-388-6171 ken@river-lake.com

Thank you for your time. Hoping for approval!

Kathy Burghardt

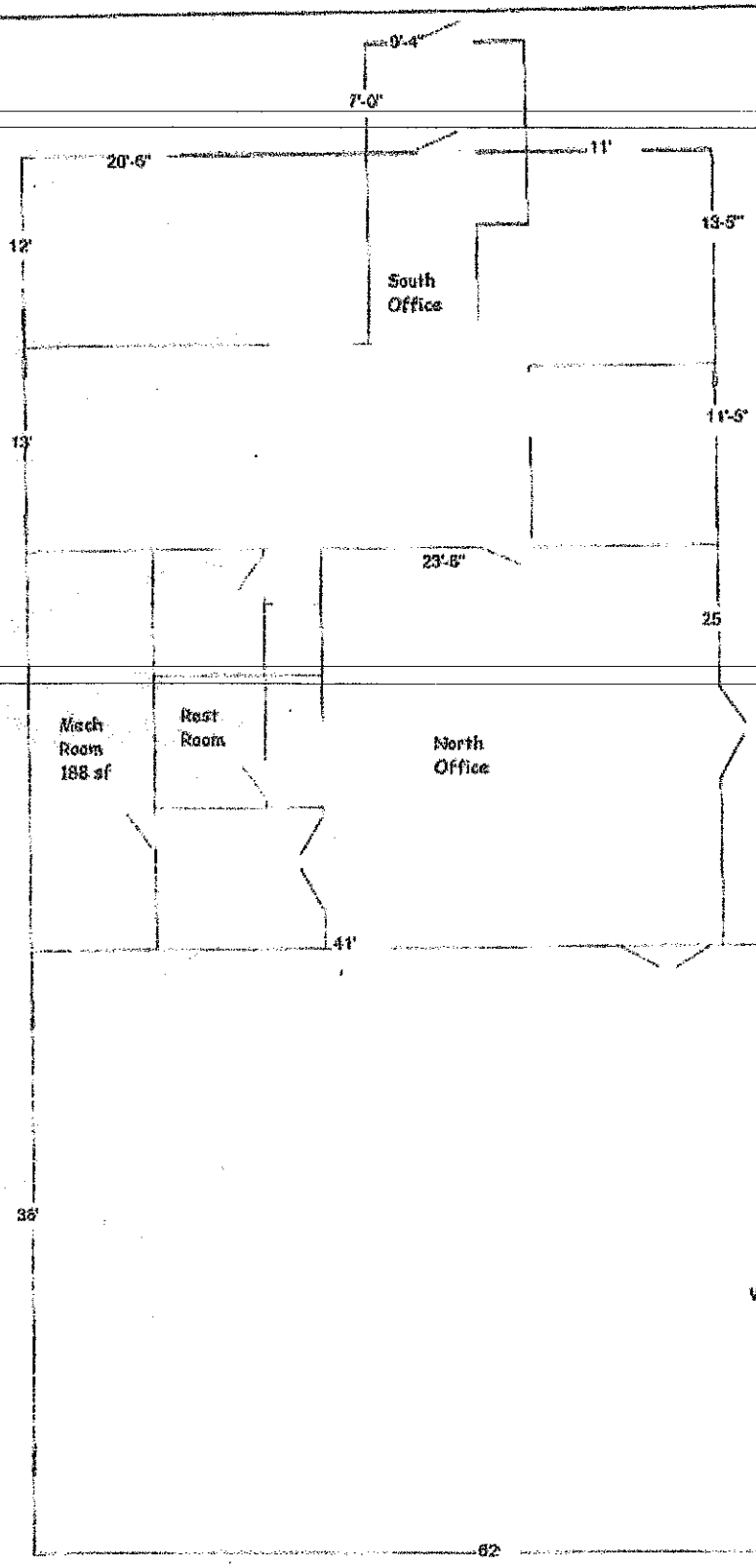
414-803-9894

From the seller: 6340 W. Industrial Drive

Zone:	TC - Town Center
SF:	5800 sf Building
	-offices 2600 sf
	-warehouse 3200 sf
Lot:	1.4 acres
Taxes:	$5,989 (2021)
Ceiling Ht:	Warehouse – 9 ft.
Electrical:	200 amp x 2
Heating:	1- South offices – gas (new 2006)t
	1 - Middle offices - gas (new 2006)
	1- Warehouse – gas (new 2015)
Air:	1 - front offices – (new 2006)
	1- Middle offices - gas (new 2006)
Plumbing:	2 – rest rooms
	Laundry tub – mechanical room
	City sewer
	Well
	Electric water heater
Parking:	Asphalt 10 - 14 spaces
Age:	1976 – built 1985 back addition

Delish Delivered
Locally Prepared Meals to Your Door
Kathy Burghardt, Owner, Mequon
414-803-9894 kathy@delishdelivered.net

Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)



6340 W. Industrial Drive

Zone:	TC - Town Center
SF:	5800 sf Building
	-office 2600 sf
	-warehouse 3200 sf
Lot:	1.4 acres
Taxes:	$5,989 (2021)
Ceiling Ht:	Warehouse – 9 ft.
Electrical:	200 amp x 2 (3 meters)
Heating:	1- South offices – gas (new 2006)
	1 - Middle offices - gas (new 2006)
	1- Warehouse – gas (new 2015)
Air:	1 - front offices – (new 2006)
	1- Middle offices - gas (new 2006)
Plumbing:	2 – rest rooms, Laundry tub, well,
Parking:	Asphalt 10 - 14 spaces City se
Age:	1976 – build 1985 back addition

— No changes will be made to offices or facade, Landscaping + parking, lot
— kitchen to be built in ware

Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

EAST ELEVATION

6340 Industrial Dr.

Mequon, WI 53092

Parcel ID: 14-027-03-002.00

Paper Size 8.5” x 11”

Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

NORTH ELEVATION

6340 Industrial Dr.

Mequon, WI 53092

Parcel ID: 14-027-03-002.00

Paper Size 8.5” x 11”

Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

LIGHTING PLAN 6340 Industrial Dr. Mequon, WI 53092 Parcel ID: 14-027-03-002.00

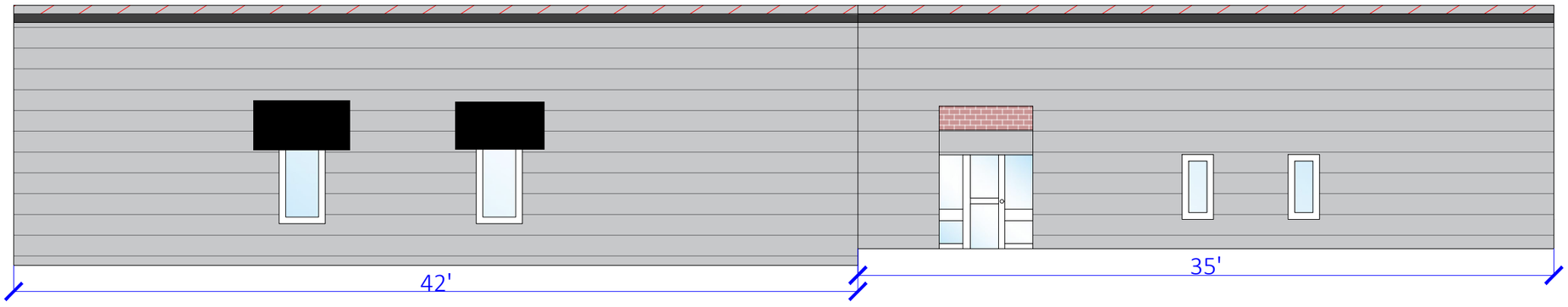
Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

NEXT DOOR- ALSO TC ZONE Neighbor of 6340 Industrial Dr. Mequon, WI 53092 Parcel ID: 14-027-03-002.00

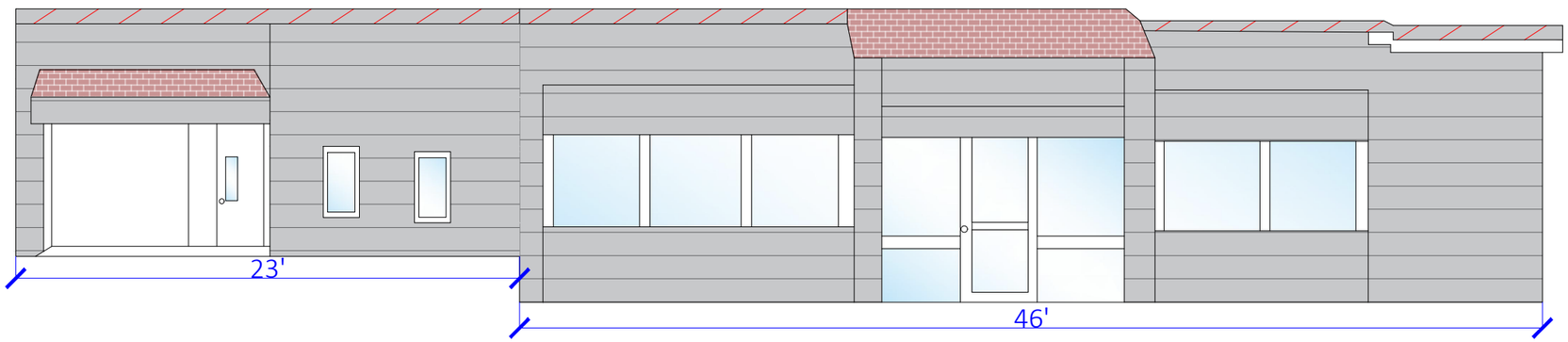
Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

ELEVATION PLAN - WEST & SOUTH ELEVATION

6340 Industrial Dr
Thiensville, WI 53092
Parcel ID: 14-027-03-002.00
Lot area: 1.42 Acres
Paper Size: 11"x17"



WEST ELEVATION



SOUTH ELEVATION

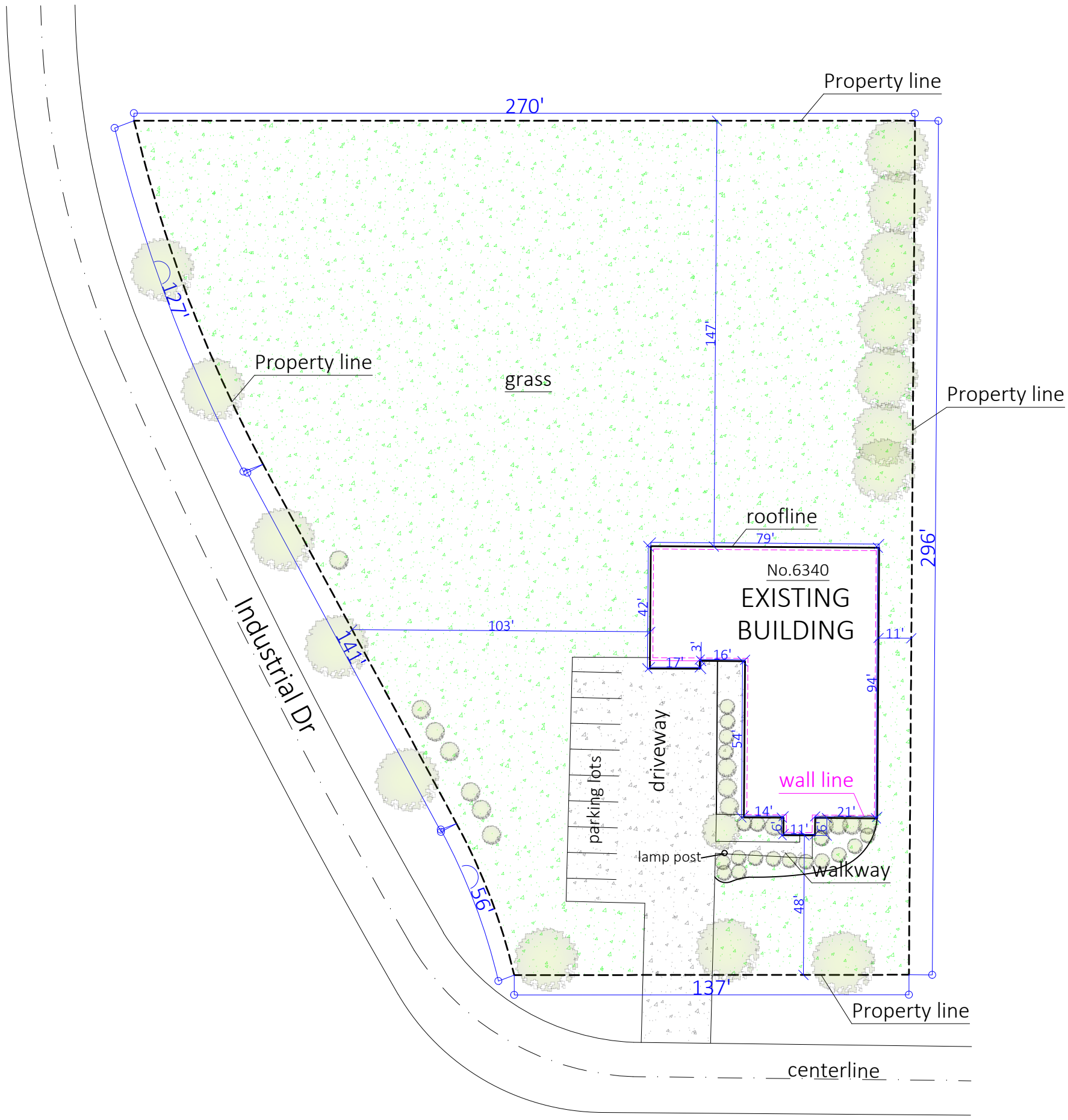
Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

SITE PLAN

6340 Industrial Dr
Mequon, WI 53092
Parcel ID: 14-027-03-002.00
Lot area: 1.42 Acres
Paper Size: 11"x17"

N

scale 1"=40



Attachment: Packet Docs_Delish Delivered (8890 : Kathy Burghardt for Delish Delivered)

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: **EVAN HOIER, ASSOCIATE PLANNER**

DATE: **October 23, 2023**

SUBJECT: **Lemberg Electric for BMO Bank. The applicant is seeking sign design approval for drive-thru vinyl signage for the property located at 1425 W. Mequon Road.**

Applicant:	Lemberg Electric
Status of Applicant:	Agent
Requested:	Sign Design
Existing Zoning:	B-2 (Community Business)
Lot size:	1.65 Acres
Location:	1425 W. Mequon Road
Tax Key Number:	#15-030-01-007.00
District:	#6

Background:
The applicant is seeking sign approval from Plan Commission based on staff's denial of design regarding the legibility of the signage. The applicant is Lemberg Electric submitted several sign permit applications to the Department of Community Development back in July. These included changes to their building's wall signage along with multiple window decals to fit BMO's rebranding from "BMO Harris Bank" to "BMO". While a number of these permits were approved, the application for a new window decal for the drive-through service window was denied on both dimensional and design grounds.

Sign Approval:
The proposed signage exceeded the 2 square foot maximum and was too small to be legible to customers in the farther lanes. The existing decal for the window is large enough to be easily legible from any lane. Staff communicated with the applicant that removing the "Harris Bank" portion of the existing signage would be allowed so that the branch followed BMO's rebranding.

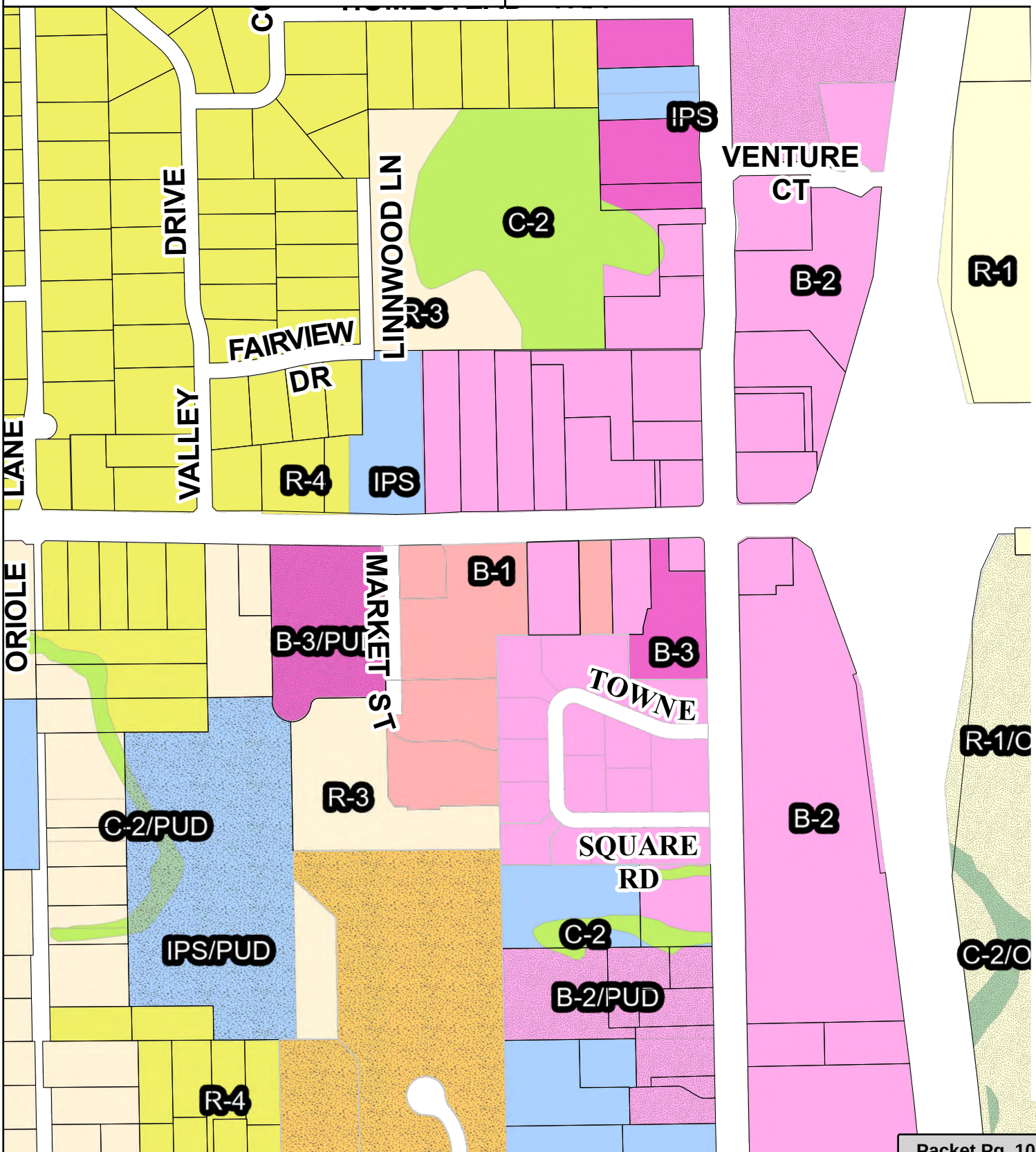
The proposed signage takes up about 0.85 square feet of area within the window. This signage includes the BMO branding vinyl, branch hours of operation, notices, and an FDIC sticker. These signs will be placed in holders that are attached to the drive-through window, allowing for easier replacement and movement. This could be helpful in the case of the notice vinyl, which displays announcements for certain closures of the bank like on holidays. While the proposed signage does now meet the size requirement, staff asserts that the existing white decal is more legible, convenient, and attractive for the building, and that removing the "Harris Bank" portion of the existing decal to fit the rebranding is satisfactory.

Staff recommend **denial** of the sign plan.

Attachments:
BMO Map (PDF)
Rendering (PDF)

BMO SIGN APPROVAL

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: BMO Map (8882 : Lemberg Electric for BMO Bank)

Sx **Drive Thru Window Vinyl**

Remove existing vinyl. Clean residue. Apply new vinyl to first surface as shown.

***Single window with a drawer.**

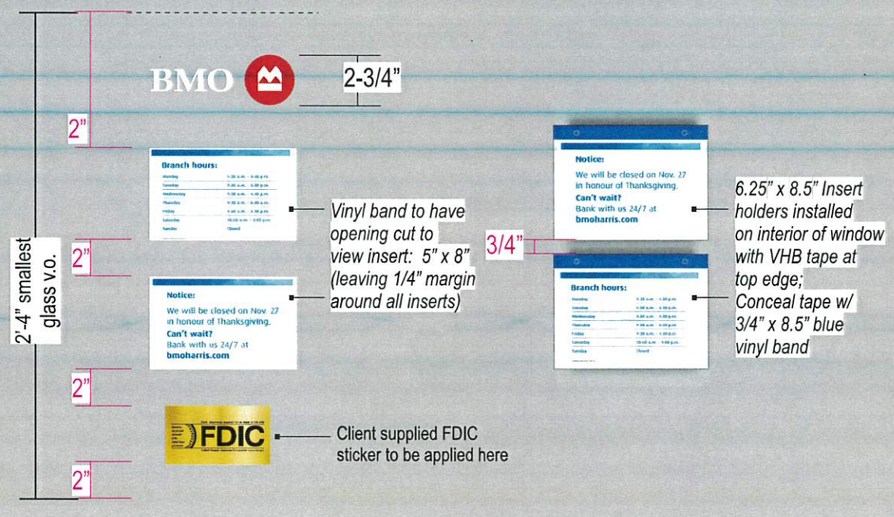
WV-DU-R-Side

3M #7725-10 Opaque White with printed graphics

COLOR PALETTE

Pantone 300 Blue

Pantone 485 Red



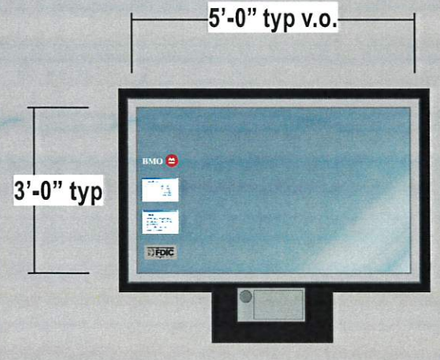
Inserts to be provided by others

Exterior view

Interior view

Scale: 1-1/2"=1'-0"

STANDARD PLACEMENT OPTIONS



Scale: 3/8"=1'-0"

Attachment: Rendering (8882 : Lemberg Electric for BMO Bank)

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: **October 23, 2023**

SUBJECT: **United Image Group for Story Point Mequon. The applicant is seeking sign waiver approval to allow for a setback waiver for a monument sign for the property located at 6751 W. Mequon Road.**

Applicant:	United Image Group
Status of Applicant:	Agent
Requested:	Sign Waiver
Existing Zoning:	AC (Arrival Corridor)
Land Use Plan:	Town Center
Lot size:	1.76 Acres
Location:	6729 W. Mequon Road
Tax Key Number:	#14-027-02-016.00
District:	#4

Background:
The applicant requests a sign waiver for a monument sign located at 6729 W Mequon Road. The proposed sign for Story Point senior living will replace the existing monument sign located at the entrance along Mequon Road (see attached picture).

Sign Waiver:
The applicant is requesting to remove and replace the existing monument sign for the Story Point memory care facility. According to the applicant, the current location of the sign is not visible to east bound traffic until well after the driveway opening is past, making it difficult for guests to enter the site. The proposed sign is shown on the west end of the property. A sign waiver is being requested for the proposed sign since it does not comply with the 10-foot sign setback or the six-foot height requirement. The proposed sign is shown to be seven feet in height and setback approximately two feet from the front property line.

Staff is not supportive of either of the proposed sign waivers. The six-foot height requirement is specific to the Town Center and Arrival Corridor zoning districts. This requirement was created to limit the height of the signs to give them a more pedestrian scale. Staff sees no reason why the six-foot height requirement cannot be achieved at this location.

Staff also does not support the waiver to the front setback as shown on the plan. Since the zoning code requires the building to be no further back than 10 feet from the front property line, waivers to this section have been granted in the past. As an example, The Reserve sign shown in the picture was granted a reduction to the front setback from ten feet to five feet. In this case, the applicant is requesting the setback to be less than two feet from the property line. In addition, the

location of the sign is in close proximity to an electrical transformer and a telecommunications pedestal. Staff feels that the area currently contains too many vertical elements that are clustered in a small area. Based on the proposed rendering, the area of the proposed sign looks cluttered. Staff did offer another location for the sign to the east of the proposed sign where it could tie into the existing masonry wall adjacent to the existing walkway. The applicant was not supportive of the alternative. Since there is no site-specific hardship that exists related to the location of the existing sign that would justify relocating the sign and the granting of the requested waivers, staff recommends denial of the sign waiver.

Staff Recommendation:
Staff recommends **denial** of the sign waiver.

Attachments:
StoryPointMap (PDF)
Packet_Set (PDF)
CSIQ Mequon - Monument Sign v6 (1) 8 (PDF)

STORY POINTE

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
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FW	Floodway	TC	Town Center
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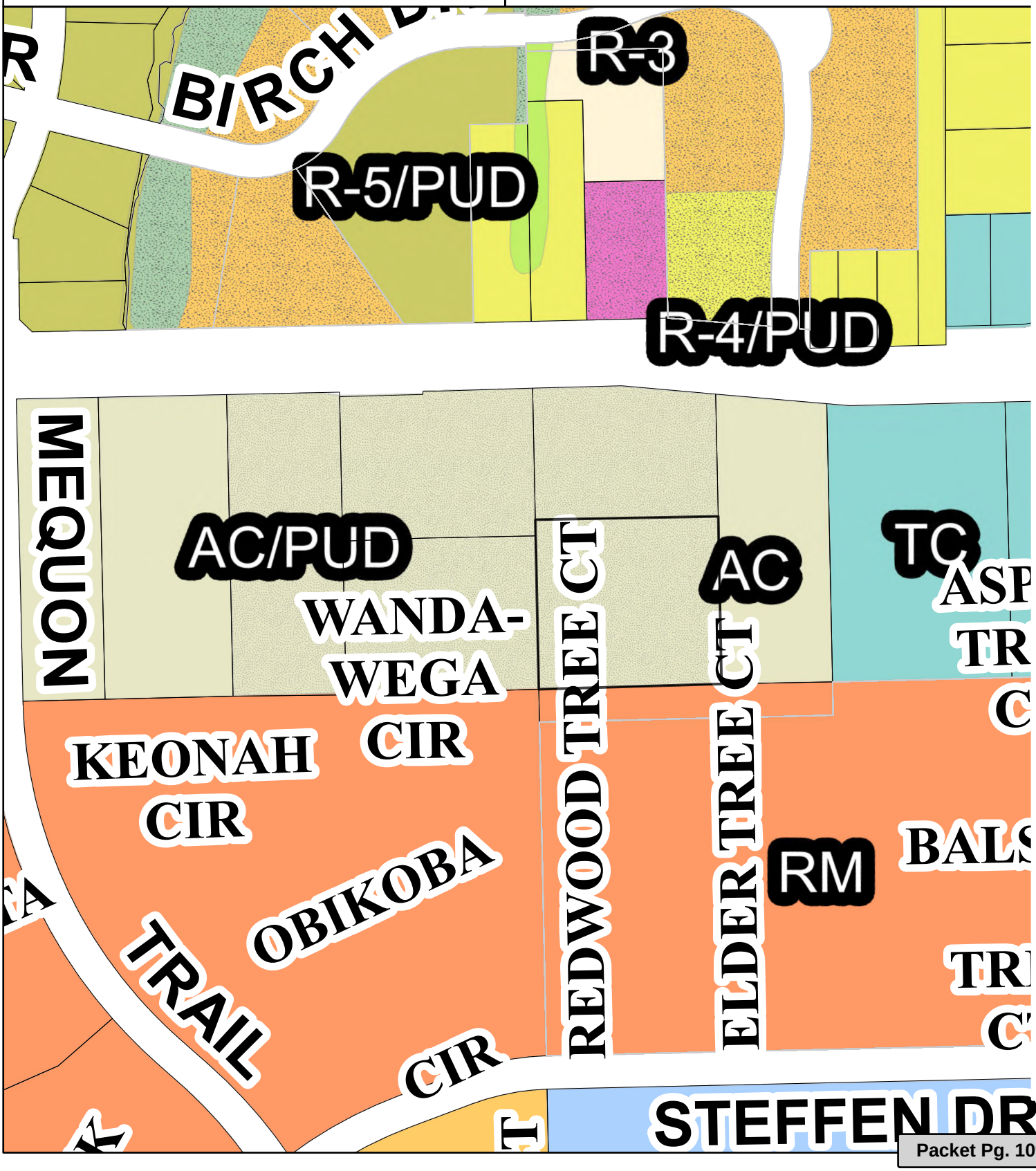


Attachment: StoryPointMap (8883 : United Image Group for Story Point Mequon)

Drawing Prepared For:

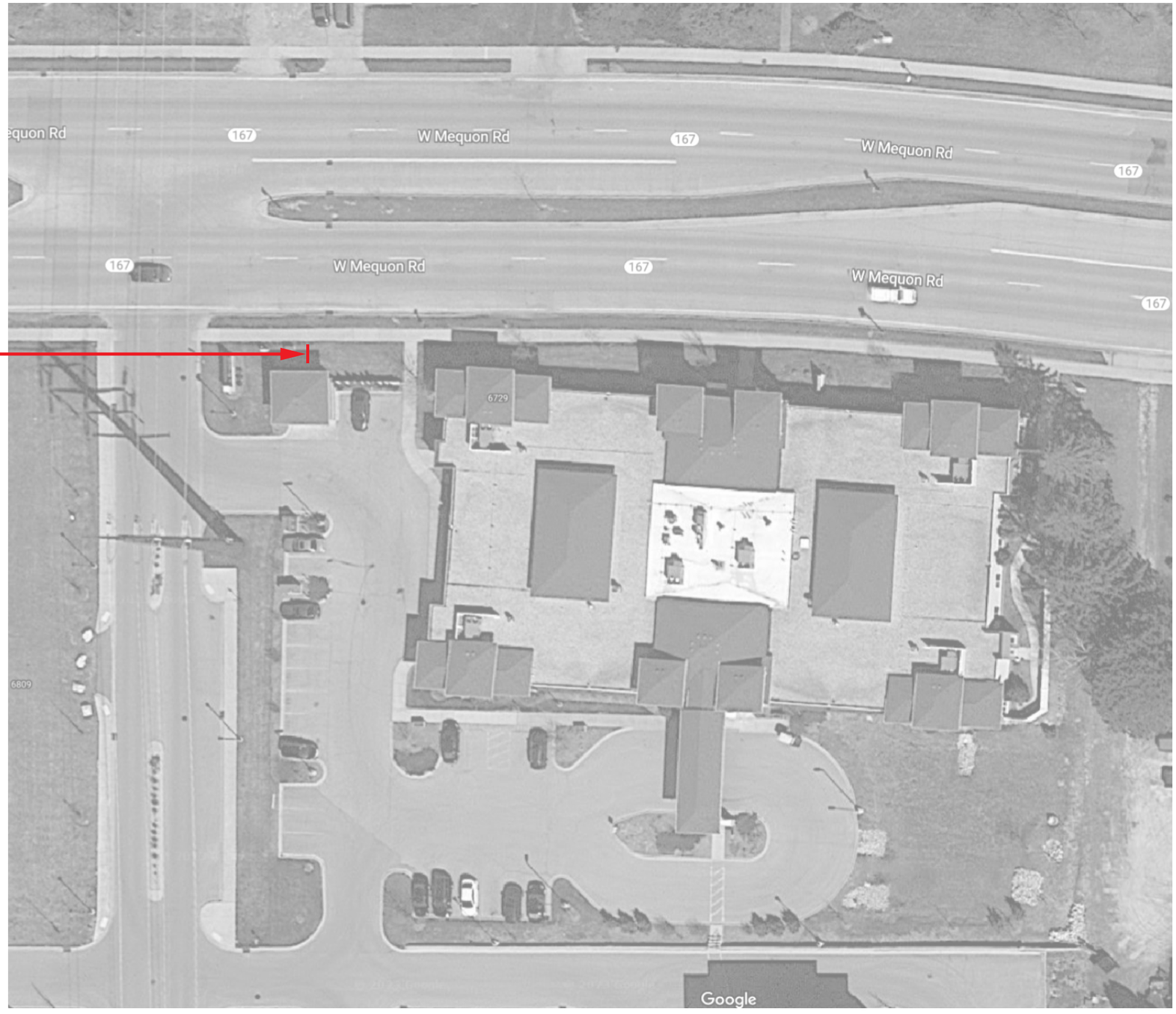
StoryPoint Senior Living
6751 W. Mequon Rd.
Mequon, WI 53092

Version 6.0
July 26, 2023

UNITED IMAGE GROUP
VETERAN OWNED & OPERATED

Attachment: Packet_Set (8883 : United Image Group for Story Point Mequon)

SIGN LOCATION



Attachment: Packet_Set (8883 : United Image Group for Story Point Mequon)

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4676 Freedom Drive, Ann Arbor, MI 48108
734-662-5964 | unitedimagegroup.com

Attachment: Packet_Set (8883 : United Image Group for Story Point Mequon)

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StoryPoint | Mequon Monument Sign

Date: 07/26/2023
Sales Rep: Brian Vella
Designer: MR
Version: 6

Customer Approval

- ☐ Approved as is
- ☐ Approved with changes noted above, proceed with fabrication
- ☐ Make revisions and submit new proof

Signature: Date:

Attachment: Packet_Set (8883 : United Image Group for Story Point Mequon)

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- ☐ Make revisions and submit new proof

Signature: Date:

Face View
Scale: ¾” = 1’-0”

End View
Scale: ¾” = 1’-0”

Sign Type A: Manufacture & install one (1) double-sided illuminated monument sign with stone base.

Total Sign Area: 17.3 Sq. Ft.

Construction:

1. **Decorative Frame:** Fabricated welded 1½”x3”x⅛” sidewall aluminum rectangular tube frame, all welds ground smooth and filled. Painted P1 matte bronze (verify color to match previous sign).
2. **Sign Cabinet:** Fabricated aluminum frame with 0.090” thick aluminum skin and removable shoebox faces. Painted P2 satin beige (verify to match previous sign). Internally illuminated with white LEDs.
3. **TM Mark:** Surface-applied V2 matte black vinyl.
4. **Push-Thru Graphics:** ¾” thick translucent white acrylic push-thru letterforms with ⅛” thick milled mounting flange (½” visible edge). Faces decorated with V2 perforated black day/night film (black during daylight hours, illuminates white at night).
5. **Base Cap:** Fabricated aluminum. Painted P3 satin beige.
6. **Stone Base:** CMU/block core with surface applied cultured stone veneer (verify stone to match previous sign).

Vinyl Colors:

V1 **Perforated Day Night Film**
3M 3635-222 Black

V2 **Opaque Vinyl**
3M 7125-22 Matte Black

Paint Colors:

P1 **Matthews Paint**
Bronze (verify), Matte Finish

P2 **Matthews Paint**
Beige (verify), Satin Finish

Attachment: Packet_Set (8883 : United Image Group for Story Point Mequon)

UNITED IMAGE GROUP
VETERAN OWNED & OPERATED

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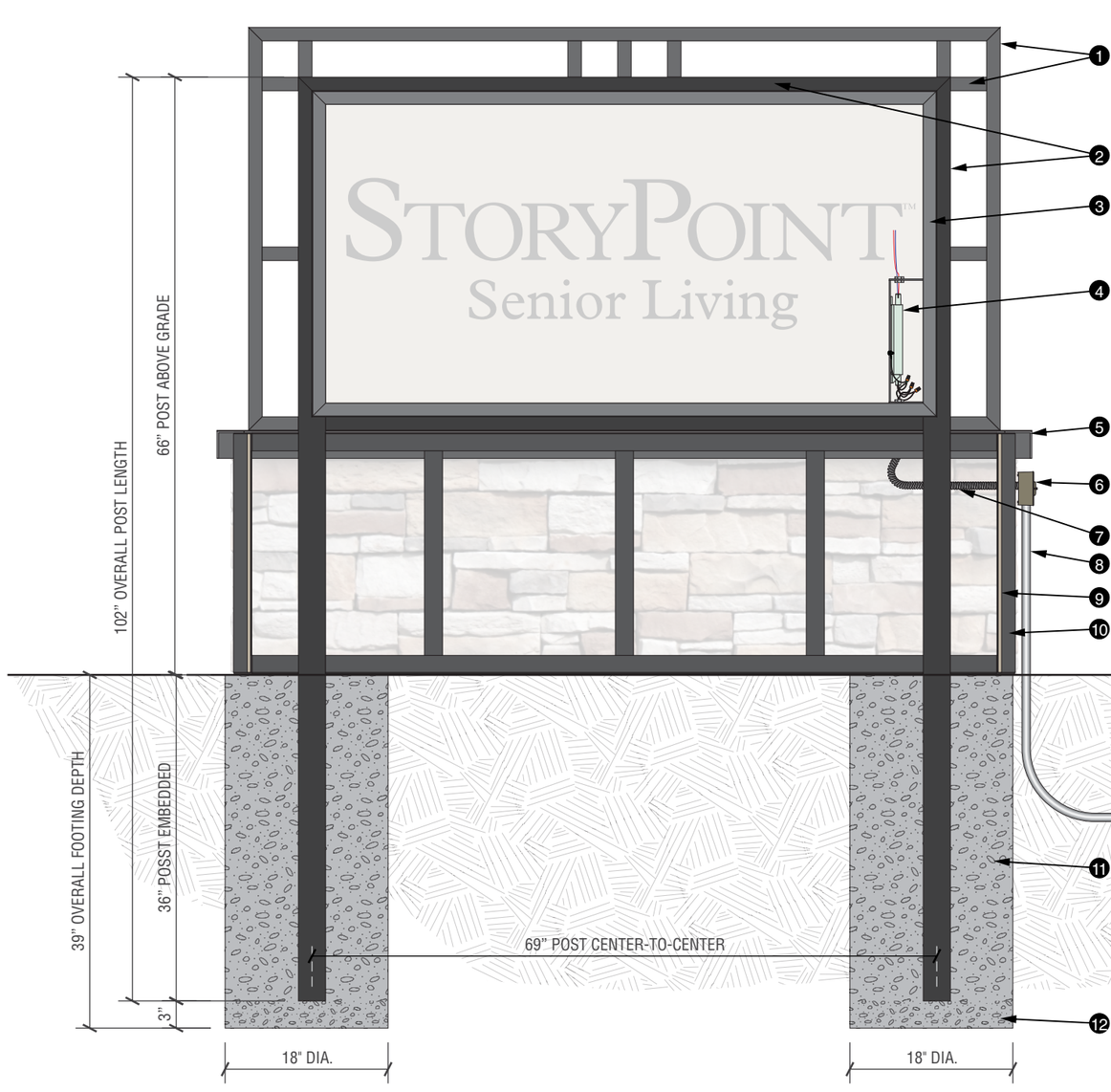
Date: 07/26/2023
Sales Rep: Brian Vella
Designer: MR
Version: 6

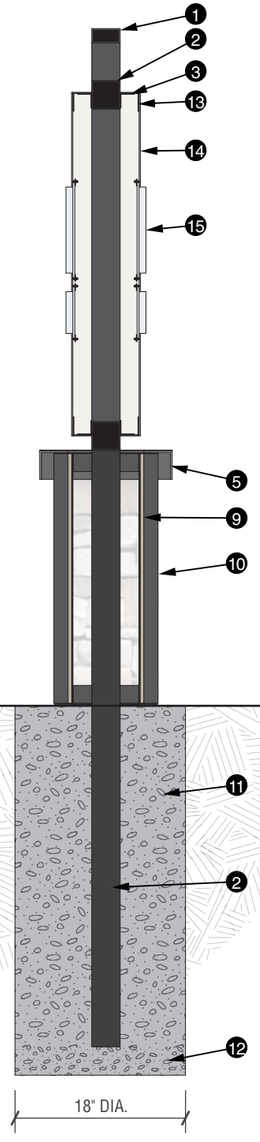
Customer Approval

- ☐ Approved as is
- ☐ Approved with changes noted above, proceed with fabrication
- ☐ Make revisions and submit new proof

Signature: Date:



Face View
Scale: ¾" = 1'-0"



End View
Scale: ¾" = 1'-0"

1. 1-1/2"x3"x1/8" sidewall aluminum rectangular tube decorative framework.
2. 3"x3"x3/16" sidewall aluminum square tube primary sign frame and support posts.
3. 1-1/2"x1-1/2"x1/8" aluminum angle face retaining flanges.
4. Class II 12V LED power supplies mounted inside sign cabinet; accessible for service by removing face (note: wiring and LEDs not shown for clarity).
5. 3"x3"x1/8" aluminum angle stone cap with 0.090" thick aluminum top panel.
6. 120V/20A service disconnect switch in watertight junction box.
7. Switched incoming 120V/20A primary power from disconnect switch/junction box [6] to power supplies [4].
8. Incoming 120V/20A dedicated sign circuit that supplies no other load. Controlled by timer or photocell.
9. 1/2" thick cement board sheathing fastened to aluminum angle base frame [10]; for future stone veneer application (by others after sign installation).
10. 2"x2"x1/8" aluminum angle base frame.
11. 18" dia. x 39" deep direct-burial poured concrete footing.
12. 3" of crushed stone in bottom of footings for drainage.
13. 2"x2"x1/8" aluminum angle shoebox face frame.
14. 1/8" thick aluminum sign faces.
15. 3/4" thick clear acrylic push-thru letterforms mounted with welded studs and tabs.

Attachment: CSIQ Mequon - Monument Sign v6 (1) 8 (8883 : United Image Group for Story Point Mequon)

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StoryPoint

The Reserve