



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
Thursday, October 28, 2021
5:30 PM
Christine Nuernberg Hall**

Agenda

1) Call to Order, Roll Call

- a) Approval of Minutes

2) Consent / Regular Business

- a) The Woods at Highland Park. The applicant is seeking development agreement approval for Phase II consisting of 10 units the property located at 12409-12448 N. Crane Bay Court and 5951-6153 W. Woods Court.
- b) Vessels of Honour Church. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-1 (Rural Residential) zoning to IPS (Institutional and Public Service) zoning to IPS for the property located at 10055 N. Wauwatosa Road.
- c) North Shore Congregational of Jehovahs Witnesses. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-2B (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 7420 W. Donges Bay Road.
- d) Congregation Anshai Lebowitz. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-3 (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 2415 W. Mequon Road.
- e) Center for Jewish Life. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-3 (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 2233 W. Mequon Road
- f) MATC. The applicant is seeking rezoning recommendation approval from R-3 (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 5555 Highland Road.

3) Public Hearing

- a) Founders 3 for Denco Properties, LLC. The applicant is seeking conditional use grant and site plan amendment approval to allow for a dog training facility to include doggie daycare, boarding, grooming and retail for the property located at 10510 N. Port Washington Road (Pet U). (Public Hearing)
- b) Susan Bristol. The applicant is seeking conditional use grant approval to allow for a guest house located in a detached barn for the property located at 8414 W. County Line Road. (Public Hearing)

4) Regular Business

- a) An ordinance amending chapter 58 as it relates to permitted uses in Table 58-301-1 of the Town Center zoning district and Table 58-517 (C) of Division 11 Animals and Animal Related Uses to allow Veterinary Clinics.

5) Announcements

The next meeting is Monday, December 13, 2021, at 6:00 p.m.

6) Adjourn

Dated: October 25, 2021

/s/ John Wirth, Chair

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

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

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



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PLANNING COMMISSION
Regular Meeting
Monday, September 27, 2021
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair John Wirth
Alderman Robert Strzelczyk
Alternate Greg Bach
Commissioner Dan Gentges
Commissioner Joe Goldberger
Alternate Stephanie Hawley
Commissioner Rick Lemke
Commissioner Rebecca Schaefer
Commissioner John Stoker
Commissioner Martin Choren - **Absent**
Commissioner James Schaefer - **Absent**

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

a) **Approval of Meeting Minutes from July 27, 2021**

Action

Ald. Strzelczyk made a motion to approve the meeting minutes from July 26, 2021.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed (8-0)

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

Attachment: PC_09.27.21_DRAFT (6770 : Meeting Minutes from September 27, 2021)

2) Consent

- a) Emily and Mike Hallam. The applicant is seeking minor request for an accessory structure greater than 1,000 sq. ft. approval to allow for a 2,016 sq. ft. agricultural building for the property located at 13800 N. Wasaukee Road.

Action

Ald. Strzelczyk made a motion to approve the five items from the Consent Agenda.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (8-0)

RESULT:	APPROVED [8 TO 0]
SECONDER:	Robert Strzelczyk, John Stoker
AYES:	Wirth, Strzelczyk, Bach, Gentges, Hawley, Lemke, Schaefer, Stoker
ABSENT:	Choren, J. Schaefer

- b) Patricia and George Kashou. The applicant is seeking certified survey map approval to allow for a 3-lot land division for the property located a 10425 N. Granville Road.

Action

Ald. Strzelczyk made a motion to approve the five items from the Consent Agenda.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (8-0)

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

- c) Ewald Toldt. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 9900 N. Granville Road and 9733 W. Hunt Club Drive.

Action

Ald. Strzelczyk made a motion to approve the five items from the Consent Agenda.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (8-0)

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

- d) Walter Buildings for Dean Schoessow. The applicant is seeking minor request approval for an accessory structure greater than 1,000 sq. ft. to allow for a 3,888 sq. ft. agricultural building for the property located at 11805 N. Farmdale Road and rezoning recommendation approval to R-1/OA for 11805 N. Farmdale and R-3 for 11915 N. Farmdale Road to keep consistent zoning for a proposed boundary line adjustment.

Action

Ald. Strzelczyk made a motion to approve the five items from the Consent Agenda.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (8-0)

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

- e) Karen and Fred Bersch. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 600 W. Bonniwell Road.

Action

Ald. Strzelczyk made a motion to approve the five items from the Consent Agenda.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (8-0)

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

3) Public Hearing

- a) Dream Acres Agility, LLC. The applicant is seeking conditional use grant approval to allow for dog agility training business for the property located at 8349 W. Pioneer Road (Public Hearing).

Action

Commissioner Stoker made a motion to open a public hearing.

Commissioner Schaefer seconded the motion.

A voice vote was taken; vote passed (8-0)

No public comment.

Action

Commissioner Stoker made a motion to close the public hearing.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (8-0)

Asst. Dir. Zader stated that this is request is for conditional use grant approval for a dog agility training facility which falls under a kennel use. He explained there will be two distinct uses on site. One is for the applicant's own personal use; up to six dogs are allowed, which requires a kennel conditional use grant and the second is for dog agility training. All the activities for the commercial portion of the use will take place indoors an existing large horse barn on the site. The pasture areas will only be used for personal use and will remain as it. Some conditions are included including:

- The daily operations will be between 7:00 a.m, - 8:00 p.m.
- Covered and concealed dumpster to be picked up weekly.

Staff finds the use to be harmonious with the surrounding area and is supportive of the request for approval.

Action

Ald. Strzelczyk made a motion to approval the conditional use grant with the added condition of no overnight outdoor kenneling allowed.

Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (8-0)

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Alternate
AYES:	Wirth, Strzelczyk, Bach, Gentges, Hawley, Lemke, Schaefer, Stoker
ABSENT:	Choren, J. Schaefer

4) Regular Business

a) City of Mequon - Ulao Creek Neighborhood Zoning Districts. The City of Mequon is requesting approval of the Ulao Creek Neighborhood Zoning Districts (Neighborhood Commercial, Mixed-Use Commercial, Senior Housing and Residential Cluster Zoning), Land Use Plan Map amendment for Ulao Creek and Zoning Map amendment for Ulao **Creek**

(generally the area bound by I-43 to east, Highland Road to south, Oriole Lane / Ulao Creek to west and Pioneer Road to north). The City of Mequon is requesting approval of the Ulao Creek Outdoor Storage Permit requirements.

Commissioner Goldberger recused himself from this item.

Mayor Wirth stated that the recommendation of this item from the Planning Commission will go to the Common Council for first reading on October 12th and the final vote will be at the Council meeting in November.

Dir. Tollefson stated that many of the Commissioners have been on the Policy Subcommittee that worked on constructing the four new zoning districts along with outdoor storage standards. She explained that there was significant public outreach throughout the process including:

- Individual meetings with property owners affected by the changes.
- Many property owners attended the monthly Subcommittee meetings.
- Open House was held.
- 2 most recent City surveys were considered.
- Market analysis and desired land uses vetted for 2013 were considered.

She added that the neighborhood will not be served by public sewer, but it is in the designated water service area which is available for expansion.

Mayor Wirth stated that two residents registered as opposing this item but did not wish to speak:

1. Stuart Shih - 2010 W. Bonniwell Road
2. Elizabeth Tsug – 2322 W. Bonniwell Road

Mayor Wirth stated that he does not agree with all of the aspects of these new zoning districts but he will support them.

Action

Commissioner Stoker made a motion to recommend approval of the four items to the Common Council.

Commissioner Bach seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Greg Bach, Alternate
AYES:	Wirth, Strzelczyk, Bach, Gentges, Hawley, Lemke, Schaefer, Stoker
ABSTAIN:	Goldberger
ABSENT:	Choren, J. Schaefer

- b) Jones Sign Company, Inc. for QAB Enterprises, LLC. The applicant is seeking waiver approval to allow for a 38 sq. ft. wall sign for the property located at 11065 N. Cedarburg Road (Crash Champions).

Planner Vang stated that the request is for a sign waiver and reminded the Commission that the sign code allows for 1 wall sign not to exceed 2.5% of the building wall area or 60 square feet; whichever is smaller. The previous tenant was in front of the Commission in 2019 to request approval for a 27 sq. ft. wall sign, which was approved along with the smokestack sign. Due to a tenant change, the applicant is requesting a 38 sq. ft. wall sign as well as proposing to paint over the smokestack sign and not to replace signage there.

Staff did use the entire north elevation when calculating the allowable wall sign which is 27 sq. ft. and matches what the Commission previously approved. Staff believes this size is in scale with the building and recommends denial of the proposed 38.8 square foot wall sign.

The applicant was represented by the contractor, Alex Kaligarcic with KDN Signs, who stated that they will be eliminating the smokestack sign. They are not going to install a monument sign due to the small layout of the site. They are requesting allowance for the 38 sq. ft. sign as it will be their only signage on site.

Staff stated that this site is allowed a monument sign, although a sign waiver would be required as it would not meet the 10-foot setback requirement.

Mayor Wirth stated that the existing sign stands out very well as it is close to the road. He is not favorable to sign waivers as it sets precedent for all businesses to request one and thus dilutes the effectiveness of the standards of the sign code. He does believe a monument sign waiver at this location is appropriate at the site because the size and shape propose a hardship.

There was discussion about the size of the proposed sign and possible solutions for smaller signage to be closer to the previously approved 27 sq. ft. sign.

Action

Commissioner Bach made a motion to deny the request for a sign waiver.

Ald. Strzelczyk seconded the motion.

A voice vote was taken; vote passed (8-0)

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

- c) Graphic House, Inc. for Alliance Bible Church. The applicant is seeking approval for a master sign plan amendment to allow for 3 wall signs, 2 directional signs exceeding 4-feet in height and a monument sign and lighting plan amendment for the property located at 13939 N. Cedarburg Road.

Planner Vang stated that this applicant was before the Commission earlier this year for a master sign plan amendment and was approved for three wall signs. Per code they are also permitted one monument sign and four directional signs. The requested amendment is for two directional signs at 16 square feet in size and 6 feet in height. The code permits 4 feet in height and 3 square feet in size. Staff does not believe there is a site-specific hardship to warrant the requested amendments. The site configuration consists of one main building and one main drive entrance with one parking area. Allowances have been made at other sites when there are various parking lots and additional directional signs for vehicular traffic were needed. Staff does not recommend approval of the master sign plan amendment but does support the lighting plan amendment for the site subject to meeting the lighting code requirements as well as the conditions in the staff report.

The applicant was represented by Troy Schounard from the Graphic House Sign Company and the architect Don Stauss. They stated that the church is concerned with visitors to the site navigating the correct area to park, especially in the winter months when it is dark early. They believe the current directional signs are small and not well lit.

Action

Commissioner Stoker made a motion to deny the master sign plan amendment and to approve the lighting plan.

Ald. Strzelczyk seconded the motion.

A voice vote was taken; vote passed (8-0)

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

- d) Expedite The Diehl, LLC for Mequon Medical, LLC. The applicant is seeking master sign plan approval to allow for 5 wall signs and 2 monument signs for the property located at 12831 N. Port Washington Road.

Planner Vang stated that the property is considered a multi-tenant building consisting of three tenants (per the floor plan). Per the code they are allowed one wall sign per tenant up to 30 square feet. The approval request is for five wall signs and two monument signs. She explained the proposed signs per elevation:

- 2 wall signs facing the northwest parking lot. The one in the center is associated with the main entrance, the other one is not associated with an entrance.
- 2 wall signs facing the northeast parking lot & Port Washington Road. One is associated with an entrance, and one is not.
- The fifth wall sign facing the intersection and it is associated with an entrance.

The two proposed monument signs are supported by staff due to the two separate and distinct

drive entrances to the site which both face public streets. The signs meet the 50 square foot and 10-foot in height requirement.

Staff recommends three wall signs up to 30 sq. ft. at any of the following locations:

- The two proposed location on northeast elevation facing Port Washington Road.
- The location on southeast elevation facing the intersection.
- Additional option from staff is facing Highland Road on the southwest elevation gable.

In summary, staff recommends approval of the two monument signs at each drive entrance and recommends approval subject to the conditions in the staff report.

The applicant was represented by Tara Pentaseca from Expedite the Deal sign company and Corey Patten from AGI sign manufacturer and representing Ascension. They stated due to this being a medical facility and visitors to the site being in distress, it is very important that the signage is clearly visible. The monument signs are clear for entrance identification but do not take place of the wall signs, as the monument signs may be blocked by traffic.

Their justification for the five wall signs:

- E01 and E05 have the same artwork “Ascension Medical Group” at 52 sq. ft. for legibility. These two signs face opposite sides of the building.
The applicant showed the Commission superimposed images of the signs at 30 sq. ft. and 52 sq. ft. for comparison. They feel the larger size is necessary for legibility and proportionate aesthetics.
- E03 and E04 have the same artwork “Premier Radiology”. These signs are each on a different façade and face a different parking lot. They feel these signs are important to direct visitors to the correct entrance.
- E02 is the just the logo and they feel it is an aesthetic touch as well as branding.

The applicant stated their hierarchy of signs:

- E01 & E05 to identify the main entrances. They request these signs be 50 sq. ft. so that they are legible from a distance. They believe E05 at the intersection is very difficult to see at the smaller size.
- They would consider removing E04 and E02 if allowed to keep the other three signs at the larger size.

The feedback from the Commission is that there are many medical facilities in that area that all have signs that meet the sign code. In consideration of future residential properties that will surround this area, it is important to maintain the appropriate size and number of signs at this site. It was noted that both this facility and the hospital are Ascension and extra-large signage may confuse visitors of which building is the actual hospital with the emergency room.

Mayor Wirth stated that he will not support E01 as it faces a future residential neighborhood. He does not believe E05 is illegible at the 30 sq. ft. and it does not need to be seen at a great distance. He does not believe there are any hardships at this site that warrant amendments to the sign code.

Action

Commissioner Schaefer made a motion to approve per recommendations by staff and subject to conditions in the staff report.

Commissioner Lemke seconded the motion.

A roll call vote was taken; vote passed (7-1)(No: Stoker)

RESULT:	APPROVED [7 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Wirth, Strzelczyk, Bach, Hawley, Lemke, Schaefer, Gentges
NO:	Stoker
ABSENT:	Choren, J. Schaefer

- e) Creative Sign Company, Inc. for Froedtert Health. The applicant is seeking master sign plan approval to allow for 2 wall signs, 4 illuminated awning signs, 3 directional signs, and a monument sign for the property located at 11421 N. Port Washington Road (Froedtert Community Hospital).

Planner Vang stated the proposed wall sign is slightly larger than allowed per the code at 58.2 square feet as well as exceeding the height requirement. The proposed sign is 25 feet in height and the code requires the sign not to exceed 20 feet in height. Staff does not support the proposed design of the wall sign as it appears to staff that it has two different signs; the cabinet sign design is different than the channel letters as well as the alignment of both signs. Staff recommends redesigning the wall sign to better incorporate them as one sign while meeting the size and height requirement of the code.

The applicant is proposing a 4-S.F. wall sign over the main entrance that faces Port Washington Road. Staff does not believe there is a hardship that warrants the approval of a secondary wall sign in that area. This is the only entrance on this elevation and the main wall sign is already proposed on this elevation.

The proposal includes four illuminated awning signs. The code permits awning signs under 4-square feet if they are not illuminated. Planner Vang explained the applicant can request illuminated awning signs through a master sign plan. The applicant is proposing one awning sign at 8 square feet while the other signs are 4 square feet. Staff supports one awning sign per canopy for a total of two signs (on the north elevation). Staff does support one larger awning at 8 square feet due to the nature of the use and the public service aspect at the more prominent location of entry and the 4 square foot awning on the smaller, west canopy.

She added that the applicant is requesting directional signs at 5 feet in height and 8 square feet in size, both exceed the size and height requirements of the code. Staff does not believe there is a hardship on this 1.7-acre site and does not recommend these directional signs for approval.

Staff recommends approval for two illuminated awning signs, one wall sign and one monument sign and directional signs as allowed per the code based on the conditions in the staff report.

The applicant, represented by Tracy Burkel, stated that they will resubmit their proposal based on staff recommendations. The only item of concern is regarding the ambulance & emergency entrances and the main entrance in which they request awning signs at all locations (east and north sides). The applicant explained that there are new DHS requirements that all hospital entrances must be identified. Due to the recent Covid-19 pandemic there is an effort not to co-mingle emergency patients with regular patients and visitors. She stated they will provide support of this from the DHS to staff.

Action

Ald. Strzelczyk made a motion to approve the sign waiver per recommendations by staff and the applicant should work with staff based on verification of DHS signage requirement.

Commissioner Stoker seconded the motion.

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

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

- f) P2 Development Company, LLC. The applicant is seeking rezoning recommendation approval from Town Center zoning to Town Center/PUD (Planned Unit Development) zoning for the properties located at 11040 & 11110 N. Buntrock Avenue.

Asst. Dir. Zader stated the request is for a rezoning and concept plan approval for 46 apartment units located within the Town Center zoning district. He reminded the Commission that in 2017 the Common Council made a change to the Town Center zoning code not to allow multi-story stacked apartment buildings, so this plan is the only residential option for multiple units as the code requires individual entrances. The concept plan shows 11- and 12-unit buildings with individual entrances off Buntrock Avenue. Staff worked with the applicant to meet some of the Town Center standards. Staff requested the on-street parking also be added to the backside of the development which the applicant incorporated. Staff has a concern regarding the location of the dumpster and recommends that it be relocated so that it is not visible from Buntrock Avenue.

He stated that staff is supportive of the proposal as there is a large green section in the middle of the development, a gazebo and public area; this area will also be used for storm water management. One issue staff is working with the applicant on is the driveway entrance which is parallel to the Artesa apartments entrance. The applicant is working on some solutions to possibly make it a shared access point. There is not an easement there so staff is unable to make it a requirement, but it would be beneficial to both parties if there could be a shared in and out access there.

Staff is asking for a floating easement on the south end of the development so that if the parcel to the south gets developed there will not be a similar issue there and can required a connection off of that site to the existing ingress/egress.

The concept plan shows that the buildings will be 1 and 2 story units with individual entrances. The only item that will require a waiver is the width of the units as the Town Center requires a 20-foot minimum and the proposed units are 16-feet wide. The 20-foot width requirement was based off of the difficulty in sectioning portions for 1-story units. Staff supports the 16-foot width waiver as the proposed units will have an open-floor concept on the first floor and the bedrooms will be located upstairs. The units do exceed the 1,000 sq. f.t minimum size requirement.

In summary, staff recommends approval of the concept plan subject to some recommendations and also recommendations approval of the rezoning to the Common Council.

The applicant, Robert Bach, owner of P2 Development Company, stated this development will compliment the other existing high-end residential developments in Foxtown (Artesa and West House). He explained that there is co-mingling of activities for the residents of these buildings which he believes contributes to creating a community. He does not believe these apartments will negatively impact the condo development across the street on Buntrock. He explained that the 24 2-bedroom units will require the variance, but the 22 3-bedroom units will meet the 20-foot width requirement.

There was discussion regarding the required variance and the reasoning the 20-foot width requirement was incorporated and that it was based on a 1-story unit and the amount of space needed to partition off living space and separate bedroom space. That standard does not apply to the proposed development as the units are multi-floor and do not have the spacing issue.

Mayor Wirth made a suggestion regarding the architecture and that he prefers that the units all look like more consistent and not look like duplexes.

Action

Mayor Wirth made a motion to approve subject to conditions by staff.

Commissioner Lemke seconded the motion.

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

RESULT:	APPROVED [8 TO 0]
MOVER:	John Wirth, Chair
SECONDER:	Stephanie Hawley, Alternate
AYES:	Wirth, Strzelczyk, Bach, Gentges, Hawley, Lemke, Schaefer, Stoker
ABSENT:	Choren, J. Schaefer

- g) RINKA+ for Midland Commercial Development Group. The applicant is seeking a consultation to allow for a +/- 5,000 sq. ft. single-story retail branch bank for the property located at 10365 N. Port Washington Road (Sobelman's).

Asst. Dir. Zader stated that this is a consultation for a financial institution for the current Sobelman's location. Financial institutions are a permitted use in the B-2 zoning district. Staff recommended a consultation as there have been past conversations about the redevelopment of

this site. The proposal would be to tear down the existing structure and build a new 3,500 sq. ft. branch bank on the site. The setback from Donges Bay overlaps the south side offset. He explained that technically there is no buildable area on this site and any new project will require some level of waiver approvals from the Commission. The proposed development would require numerous waivers. The applicant did move the building back out of the right-of-way (the current building is in the ultimate road right-of-way) in case there are any future road improvements. The development would require waivers for the north and south offsets as well as the parking lot offset.

Asst. Dir. Zader outlined the options for this site:

1. Keep the existing building and reuse it with a similar use. It is an older building and probably difficult to retrofit for a different commercial type of use (it is not a historic Landmark building).
2. Combine this parcel with the parcel to the south (hotel) if there is opportunity which could receive a TIF Fast Track incentive; but this is market driven.
3. Tear the building down and redevelop the site, which staff does support.

The code does allow the applicant the ability to obtain waivers on substandard parcels through the conditional use process. Staff does support the location of the proposed building and the driveway located across from Ferrante's. The concern is the second access point required from Donges Bay Road for the financial institution ATM and the bank drive-thru which add to the reduction in the setback and offset. This may be too intense of a use at this site. The engineering department has concerns about the crown from the Donges Bay Road bridge and the location of the second access. A traffic analysis would most likely be required if the project moves forward.

Overall staff is supportive of a new use at this site, the waivers and the financial institution, but have concerns about the number of waivers necessary and the narrowness of the lot and the small size of the parcel to adequately accommodate the needs of this project.

The applicant, Audrey Grill, architect from RINKA, stated that the proposed plan is the best use of the site for a financial institution. They considered all the existing conditions on the site, and they believe that the proposed layout would allow for a successful operation.

There was mixed feedback from the Commission:

- It was stated that the parking stalls could be reduced by about 5 stalls.
- Some Commissioners stated that this is a very busy corner, and the site is challenging, especially for this type of use.
- Some concern about the drive-thru at this location and the impact of the traffic.
- Some believe this is not the right fit/wrong site and that the area has a more neighborhood feel.
- Some Commissioners agree the site is a challenging one but believe that this is a great use and that waivers are going to be required for any use at this location.

Mayor Wirth is conflicted about this proposal. He stated that if this project proceeds forward, he would like to see examples of similar sized lots with the same use and a drive-thru to see if there have been any concerns from communities where they are located. He added that it is already a

challenging site to park at and he is not certain if the proposed development makes the situation there better or worse. He stressed that he feels strongly that the architecture be appealing and fit well into the neighborhood.

There was added discussion from staff about the traffic concerns, the setbacks and the two access points.

5) Announcements

The next meeting is Monday, October 25, 2021, at 6:00 p.m.

6) Adjourn

Action

Commissioner Stoker made a motion to adjourn the meeting.

Commissioner Lemke seconded the motion.

A voice vote was taken; vote passed (8-0)

Respectfully Submitted,

Jac Zader



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

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: COLE MCCRAW, ASSISTANT CITY ENGINEER
DATE: October 26, 2021
SUBJECT: The Woods at Highland Park. The applicant is seeking development agreement approval for Phase II consisting of 10 units the property located at 12409-12448 N. Crane Bay Court and 5951-6153 W. Woods Court.

Applicant:	David Hoff
Status of Applicant:	Owner
Requested:	Development Agreement for Phase II
Existing Zoning:	R-6 (Plex Residential) PUD (Planned Unit Development)
Land Use Plan:	Residential 1-1.5 acre Institutional
Lot size:	7.35 acres
Location:	12409-12448 N. Crane Bay Court and 5951-6153 W. Woods Court.
Tax Key Number:	#14-207-00-000.00
District:	#3

Background:

The applicant is requesting development agreement approval for Phase II consisting of 10 units on the property located at the corner of Green Bay Road and Woods Court. The rezoning recommendation, concept plan, and preliminary condo plat were approved at the July 23, 2018, meeting. The final plat and certified survey map were approved at the January 13, 2020, meeting.

Development Agreement:

Please see attached draft development agreement for Phase II. The developer utilized the template development agreement, which was modified and submitted to staff. Staff subsequently modified the document, per Phase I requirements and that version is included in packets. The development agreement provides the opportunity to construct one (1) principle 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.

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 developer and the City Attorney.

The sanitary sewer connects to the Village of Thiensville's sanitary sewer system which is part of an Inter-Governmental Agreement. The specific language included in the Inter-Governmental Agreement was included in the draft Development Agreement for the project.

The site plans for Phase I and Phase II were reviewed and approved by the Engineering Division on November 14, 2018. The Engineering Division has no additional comments.

Staff Recommendation:

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

1. Common Council approval of the Development Agreement.

Attachments:

Map (PDF)

Development Agreement_Woods at HP Phase 2 - Packet (DOC)

Woods at Highland Park

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

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

2.a.a

P-1/OA

R-3/OA

P-1

GREEN BAY ROAD

12434N

R-3

6018W

6030W

5951W

12443N

12448N

R-6/PUD

6033W

12438N

6051W

12425N

12430N

6063W

12417N

12414N

6153W

6095W

12409N

6141W

6115W

58

124

Document Number	DEVELOPMENT AGREEMENT Document Name	
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THIS DEVELOPMENT AGREEMENT (“Agreement”) is made as of _____, 20__, by _____ (the “Developer”) and the City of Mequon, a municipal corporation (the “City”).

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the “Property”). The Woods at Highland Park Phase 2

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.

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

Parcel Identification Number

Attachment: Development Agreement_Woods at HP Phase 2 - Packet (6773 : The Woods at Highland Park)

“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 statutes as Public Improvements.

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

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

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the “Plans”) prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below. The Developer shall not commence the Improvements until the Plans are reviewed and approved. Plans and specifications for Phase I and 2 were approved by the City Engineering Department on November 14, 2018.

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

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

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

7. Sanitary Sewer System Plans. Phase I and 2 plans were approved by the Village of Thiensville and the City of Mequon on November 14, 2018.

The Development will have a public sanitary sewer system.

(a) An Owner's Agreement with the Village of Thiensville is required to define the specifics of the Sanitary Sewer requirements.

(b) Installation of a sanitary sewer system designed to meet the ultimate needs of this development, in accordance with the Village of Thiensville's sanitary sewer system plan. Installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or, road right-of-way.

(c) Sanitary sewer plans/profile shall conform to the Village of Thiensville requirements and Sewer and Water Construction in Wisconsin and additional requirements of the Milwaukee Metropolitan Sewerage District (MMSD) shall apply.

(d) The Village of Thiensville shall approve all sanitary sewer connections.

(e) Connection to the existing sanitary sewer shall be done in accordance with the Village's specifications.

(f) The lateral locations shall not deviate from the approved plan unless approved by the Village and the City.

(g) Sanitary sewer main and lateral connections shall be installed in Phase I.

8. Water System Plans. Phase I and 2 plans were approved by the City of Mequon on November 14, 2018.

CONSTRUCTION REQUIREMENTS

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Additional Erosion and Runoff Control Requirements.

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

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

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

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

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

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

18. 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.

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

20. 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.

21. Additional Utility Requirements. All required easements were approved by the City of Mequon on November 22, 2019 and subsequently recorded.

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

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

(c) The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City’s water system. The Water Services Agreement was executed by the City of Mequon on October 1, 2018.

22. 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

23. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for 1 principal structures to be used as sales models prior to approval and recording of the Final Plat.

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

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

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

24. 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.

25. 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.

26. 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.

27. Stormwater Best Management Practices Maintenance Agreement was executed by the City of Mequon on November 22, 2019. The Developer and the City entered into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

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

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

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

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

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

(iv) 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.

(v) 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.

(vi) 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,

(vii) 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.

(viii) 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.

(ix) 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.

28. 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

29. 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.

30. 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.

31. 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.

32. 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 and the Village of Thiensville.

WARRANTIES AND INDEMNIFICATIONS

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

34. 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.

35. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys',

consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

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

FINANCIAL OBLIGATIONS

37. 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.

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

39. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City on or before June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

40. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies

within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

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

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

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

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

44. 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.

45. 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.

46. 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

47. 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.

48. 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.

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

DEFAULTS

50. 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.

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

- (a) Immediately suspend performance under this Agreement.
- (b) Issue a stop work order.
- (c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.
- (d) Withdraw or withhold occupancy permits for any structures in the Development.
- (e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.
- (f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.
- (g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.
- (h) Exercise all other rights and remedies available to it at law or in equity,

52. 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.

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

GENERAL PROVISIONS

54. 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).

55. 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.

56. 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.

57. 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.

58. 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.

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

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

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

[SIGNATURE PAGES TO FOLLOW]

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: _____
 John Wirth
 Mayor

By: _____
 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

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

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

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

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

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

Approved by: _____
 Brian C. Sajdak, City Attorney

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS
 COUNTY)

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

Name: _____

Notary Public, Ozaukee County, Wisconsin

My Commission (expires) (is) _____

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

Error! Reference source not found.

Legal Description

Attachment: Development Agreement_Woods at HP Phase 2 - Packet (6773 : The Woods at Highland Park)



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

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: October 10, 2013
SUBJECT: Vessels of Honour Church. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-1 (Rural Residential) zoning to IPS (Institutional and Public Service) zoning to IPS for the property located at 10055 N. Wauwatosa Road.

Applicant:	City of Mequon
Status of Applicant:	Agent
Requested:	Rezoning Recommendation Land Use Plan Amendment
Existing Zoning:	R -1 (Single Family 5-Acre)
Proposed Zoning:	IPS (Institutional)
Existing Use:	Institutional
Existing Land Use Plan:	Residential 5-Acre
Proposed Land Use Plan:	IPS (Institutional)
Lot size:	6.77 acres
Location:	10055 N. Wauwatosa Road
Tax Key Number:	#14-033-04-005.00
District:	#4

Background:

On June 8, 2021, the Common Council adopted Ordinance 2021-1591 which, among other things, made changes to the permitted conditional uses in all of the residential zoning districts. As a result of this ordinance change, there are a number of uses including schools and religious institutions, that are no longer permitted in the residential zoning districts. At the time of the ordinance adoption, staff identified a number of existing uses that would become legal nonconforming due to these changes and committed to process a rezoning recommendation for each of the impacted sites.

Site Details:

The property at 10055 N Wauwatosa Road is currently the site of Vessels of Honour Church. Per existing records, the property received Conditional Use Grant approval for a church on March 7, 1966. Planning Commission approved building, site and operational plan in October 1967, and the building was constructed by 1970 according to orthophotos. The church received approval for Conditional Use Grant amendment on September 23, 1991 for a preschool, on July 11, 1994 for an addition and on October 24, 1994 for a childcare center.

By rezoning the site to IPS, the use will be considered permitted as a religious institution, public or private schools and child daycare facility. Any future changes to the building or the site will need to comply with all applicable district standards.

Any existing site conditions that were previously approved as part of a conditional use grant that are in conflict with current IPS district standards will be allowed to remain as is.

Staff Recommendation: Planning staff recommends approval of the rezoning recommendation and land use amendment subject to the following conditions:

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

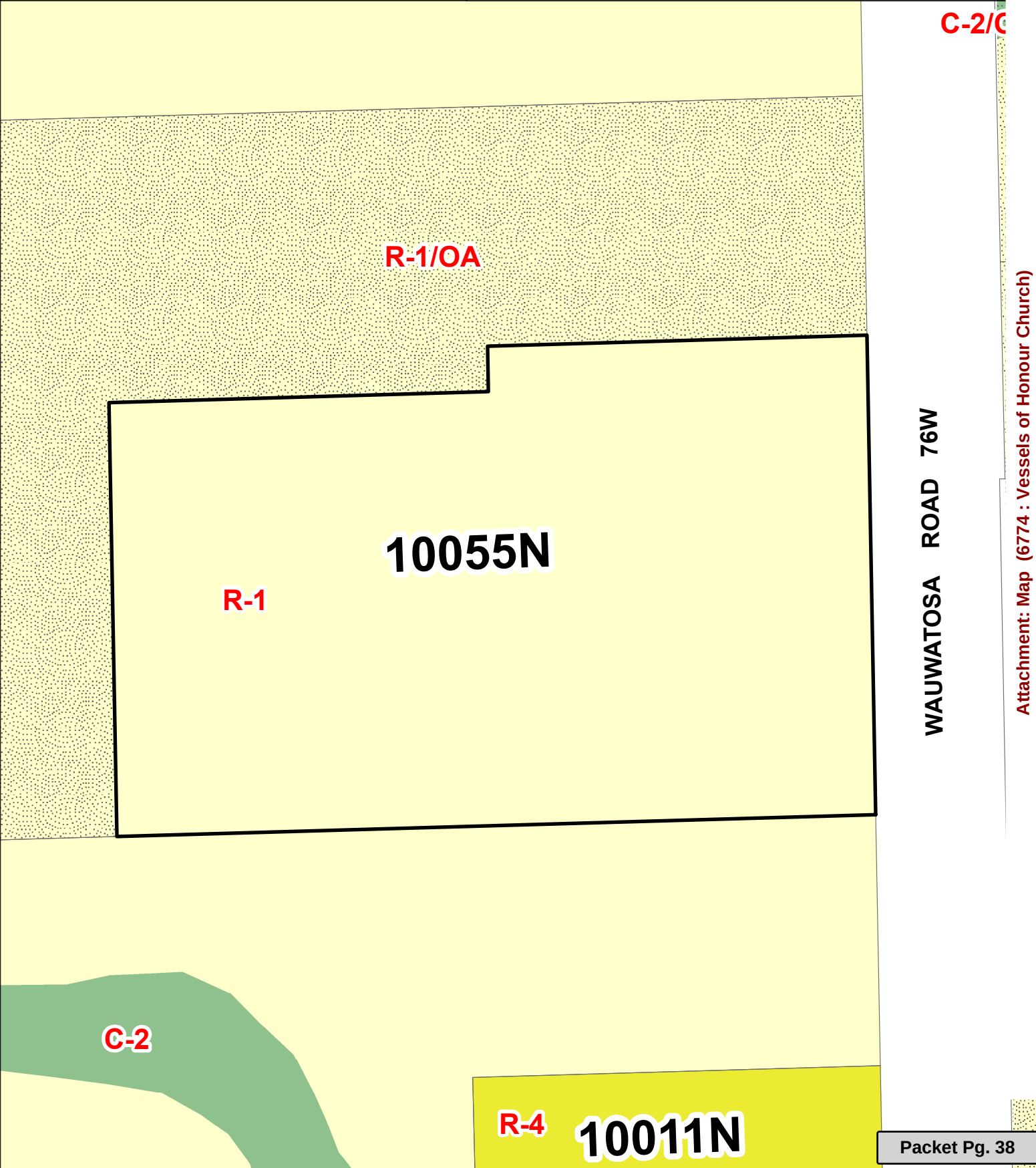
Attachments:

Map (PDF)

Vessels of Honour Church

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

2.b.a



Attachment: Map (6774 : Vessels of Honour Church)



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

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: October 28, 2021
SUBJECT: North Shore Congregational of Jehovahs Witnesses. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-2B (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 7420 W. Donges Bay Road.

Applicant:	City of Mequon
Status of Applicant:	Agent
Requested:	Rezoning Recommendation Land Use Plan Amendment
Existing Zoning:	R-2B (Single Family 1.5 Acres)
Proposed Zoning:	IPS (Institutional)
Existing Use:	Institutional
Existing Land Use Plan:	Residential 1-1.5 Acres
Proposed Land Use Plan:	Institutional
Lot size:	2.71 acres
Location:	7420 W. Donges Bay Road
Tax Key Number:	#14-027-11-009.00
District:	#4

Background:

On June 8, 2021, the Common Council adopted Ordinance 2021-1591 which, among other things, made changes to the permitted conditional uses in all of the residential zoning districts. As a result of this ordinance change, there are a number of uses including schools and religious institutions, that are no longer permitted in the residential zoning districts. At the time of the ordinance adoption, staff identified a number of existing uses that would become legal nonconforming due to these changes and committed to process a rezoning recommendation for each of the impacted sites.

Site Details:

The property at 7420 W Donges Bay Road is the site of North Shore Congregation of Jehovah's Witnesses. The site was approved for building plan and conditional use for a religious institution on January 24, 1994 and site plan on April 11, 1994. According to orthophotos, the new building was constructed sometime after 1995.

By rezoning the site to IPS, the use will be considered permitted as a religious institution and any future changes to the building or the site will need to comply with all applicable district standards.

Any existing site conditions that were previously approved as part of a conditional use grant that are in conflict with current IPS district standards will be allowed to remain as is.

Staff Recommendation: Planning staff recommends approval of the rezoning recommendation and land use amendment subject to the following conditions:

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

Attachments:

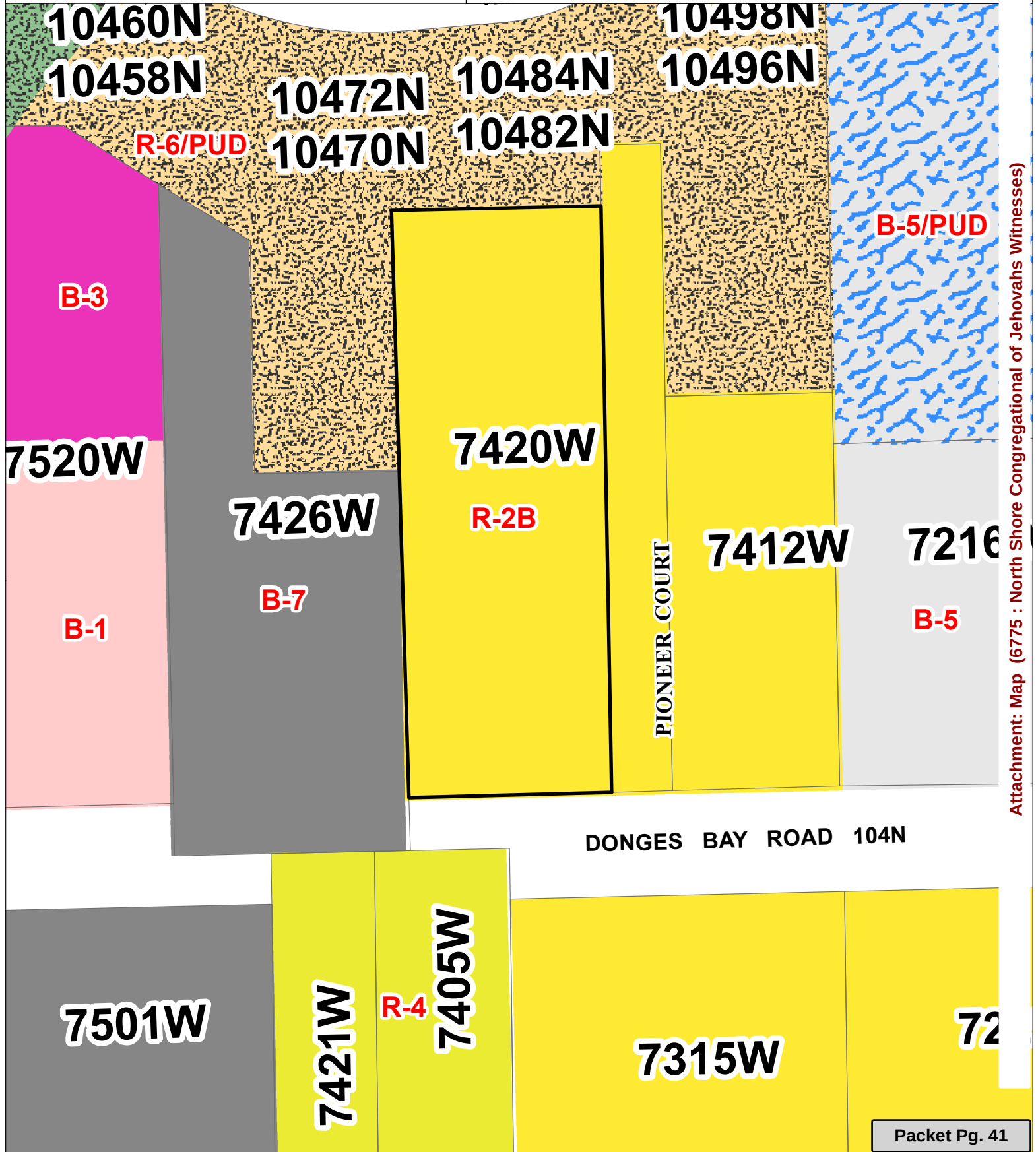
Map (PDF)

North Shore Congregation of Jehovahs Witnesses

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

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

2.c.a



Attachment: Map (6775 : North Shore Congregational of Jehovahs Witnesses)



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 28, 2021
SUBJECT: Congregation Anshai Lebowitz. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-3 (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 2415 W. Mequon Road.

Applicant:	City of Mequon
Status of Applicant:	Agent
Requested:	Rezoning Recommendation Land Use Plan Amendment
Existing Zoning:	R-3 (Single Family 1 Acre)
Proposed Zoning:	IPS (Institutional)
Existing Use:	Synagogue
Existing Land Use Plan:	Single Family 1 Acre
Proposed Land Use Plan:	Institutional
Lot size:	.8 acres
Location:	2415 W. Mequon Road
Tax Key Number:	#15-030-06-011.00
District:	#6

Background:

On June 8, 2021, the Common Council adopted Ordinance 2021-1591 which, among other things, made changes to the permitted conditional uses in all of the residential zoning districts. As a result of this ordinance change, there are a number of uses including schools and religious institutions, that are no longer permitted in residential zoning districts. At the time of the ordinance adoption, staff identified a number of existing uses that would become legal nonconforming due to these changes and committed to process a rezoning recommendation for each of the impacted sites.

Site Details:

The property at 2415 W Mequon Road is currently the site of the Congregation Anshai Lebowitz synagogue which was approved for a conditional use in 1998. Prior to that it was the Kingdom Hall of the Jehovah's Witnesses. By rezoning the site to IPS, the use will be considered permitted as a religious institution and any future changes to the building or the site will need to comply with all applicable district standards. Any existing site conditions that were previously approved as part of a conditional use grant that are in conflict with current IPS district standards will be allowed to remain as is.

Staff Recommendation: Planning staff recommends approval of the rezoning recommendation and land use amendment subject to the following conditions:

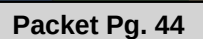
Common Council approval of the rezoning and land use plan amendment.

Attachments:

Congregation Anshai Lebowitz (PDF)

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

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





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 28, 2021
SUBJECT: Center for Jewish Life. The applicant is seeking rezoning recommendation and land use plan amendment approval from R-3 (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 2233 W. Mequon Road

Applicant:	City of Mequon
Status of Applicant:	Agent
Requested:	Rezoning Recommendation Land Use Plan Amendment
Existing Zoning:	R-3 (Single Family 1 Acre)
Proposed Zoning:	IPS (Institutional)
Existing Use:	Synagogue and Daycare
Existing Land Use Plan:	Single Family 1 Acre
Proposed Land Use Plan:	Institutional
Lot size:	4.6 acres
Location:	2233 W. Mequon Road
Tax Key Number:	#15-030-05-015.00
District:	#6

Background:

On June 8, 2021, the Common Council adopted Ordinance 2021-1591 which, among other things, made changes to the permitted conditional uses in all of the residential zoning districts. As a result of this ordinance change, there are a number of uses including schools, daycares, and religious institutions, that are no longer permitted in residential zoning districts. At the time of the ordinance adoption, staff identified a number of existing uses that would become legal nonconforming due to these changes and committed to process a rezoning recommendation for each of the impacted sites.

Site Details:

The property at 2233W Mequon Road is currently the site of the Center for Jewish Life which includes a synagogue and a daycare. The conditional use for the synagogue was approved in 1987. By rezoning the site to IPS, the use will be considered permitted as a religious institution and any future changes to the building or the site will need to comply with all applicable district standards. Any existing site conditions that were previously approved as part of a conditional use grant that are in conflict with current IPS district standards will be allowed to remain as is.

Staff Recommendation: Planning staff recommends approval of the rezoning recommendation and land use amendment subject to the following conditions:

Common Council approval of the rezoning and land use plan amendment.

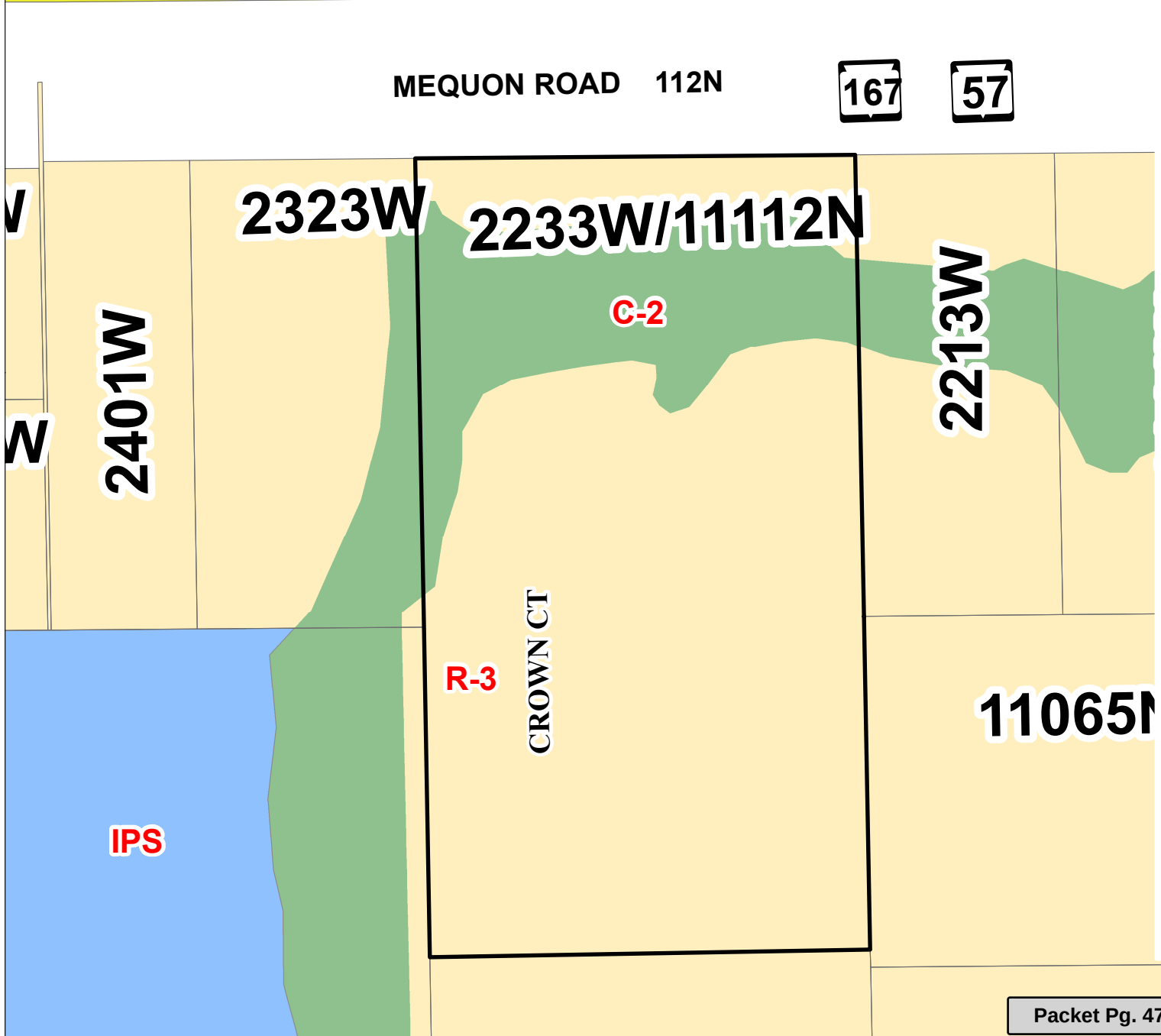
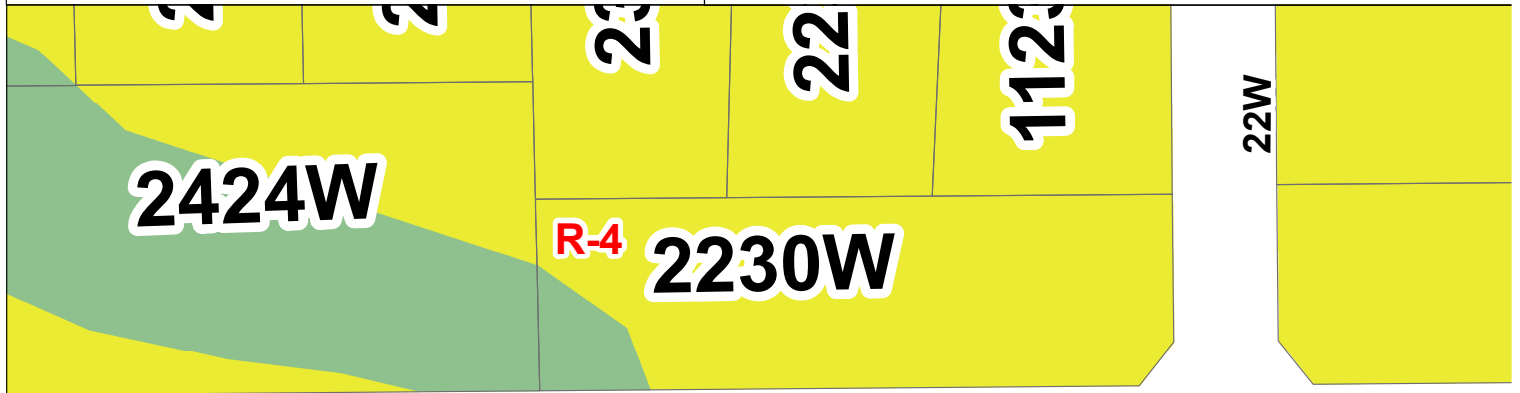
Attachments:
Center for Jewish Life(PDF)

Center for Jewish Life

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

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

2.e.a



Attachment: Center for Jewish Life (6776 : Center for Jewish Life)



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 28, 2021
SUBJECT: MATC. The applicant is seeking rezoning recommendation approval from R-3 (Residential) zoning to IPS (Institutional and Public Service) zoning for the property located at 5555 Highland Road.

Applicant:	City of Mequon
Status of Applicant:	Agent
Requested:	Rezoning Recommendation
Existing Zoning:	R-3 (Single Family 1 Acre)
Proposed Zoning:	IPS (Institutional)
Existing Use:	Technical College
Existing Land Use Plan:	Institutional
Lot size:	1.72 acres
Location:	5555 W. Highland Road
Tax Key Number:	#14-014-06-003.00
District:	#3

Background:

On June 8, 2021, the Common Council adopted Ordinance 2021-1591 which, among other things, made changes to the permitted conditional uses in all of the residential zoning districts. As a result of this ordinance change, there are a number of uses including schools, daycares, and religious institutions, that are no longer permitted in residential zoning districts. At the time of the ordinance adoption, staff identified a number of existing uses that would become legal nonconforming due to these changes and committed to process a rezoning recommendation for each of the impacted sites.

Site Details:

The property at 5555 W Highland Road is currently the site of the Milwaukee Area Technical College. The campus opened in 1976 and has seen numerous expansions over the years. By rezoning the site to IPS, the use will be considered permitted as an educational institution and any future changes to the building or the site will need to comply with all applicable district standards. Any existing site conditions that were previously approved as part of a conditional use grant that are in conflict with current IPS district standards will be allowed to remain as is. The land use plan for the site is currently classified as Institutional. The rezoning to IPS will address the inconsistency between the zoning designation and land use classification. All other schools and universities in the city have zoning classifications as IPS.

Staff Recommendation: Planning staff recommends approval of the rezoning recommendation subject to the following conditions:

Common Council approval of the rezoning.

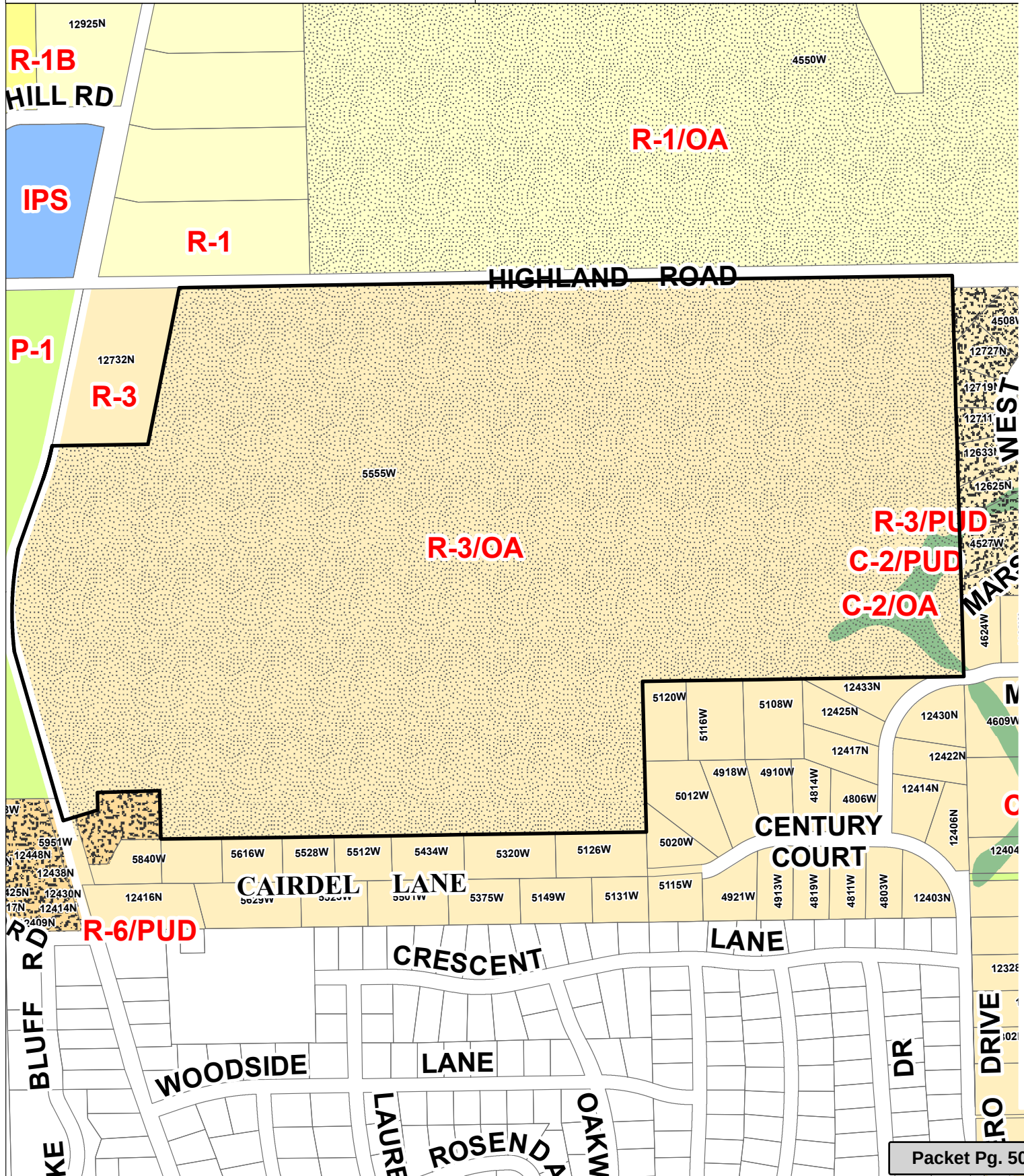
Attachments:
Map (PDF)

MATC

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

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

2.f.a



Attachment: Map (6778 : MATC)



TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: October 28, 2021
SUBJECT: Founders 3 for Denco Properties, LLC. The applicant is seeking conditional use grant and site plan amendment approval to allow for a dog training facility to include doggie daycare, boarding, grooming and retail for the property located at 10510 N. Port Washington Road (Pet U). (Public Hearing)

Applicant:	Founders 3
Status of Applicant:	Agent
Requested:	Conditional Use Grant Site Plan Amendment
Existing Zoning:	B-2 Community Commercial
Land Use Plan:	Business Park
Lot size:	1.51 acres
Location:	10510 N. Port Washington Road
Tax Key Number:	#15-029-11-007.00
District:	#6

Background:

The applicant requests conditional use grant approval for an animal kennel at 10510 N Port Washington Road. According to the zoning code, *kennel, commercial* means a lot, building, structure, enclosure, or premises whereon or wherein four or more dogs or cats are maintained, boarded, bred, kept, or cared for in return for remuneration, or are kept for the purpose of sale, or are groomed, trained, or handled, for others. PetU is requesting a conditional use to allow for training, boarding and grooming of dogs and a small retail space. PetU is proposing to relocate their Glendale business to the site at 10510 N Port Washington Road. They also have existing locations in Milwaukee and Racine.

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

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

The proposed use should not endanger the surrounding area; activities will take place within the multi-tenant building and enclosed outdoor play area and will be monitored by staff. PetU has been in business for 10 years and has operations in three other locations, one of which is being relocated to this site. In 2006, Planning Commission approved a conditional use grant for a dog daycare at this location which allowed up to 100 dogs at full capacity.

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

The Land Use Plan designates the site as Business Park. Surrounding properties are zoned B-2 Community Business and B-4/PUD. Other tenants in the multi-tenant building include Copy Master, Mommy & Me day care and warehousing/storage. The property to the west is a commercial office building, the property to the north is condominium offices, and the property to the south is the recently approved self-storage site. The site abuts the freeway to the east.

An animal kennel can be considered compatible with the Land Use Plan designation and expected uses in the area. The floor plan for the 7,500 square foot space shows indoor play areas, a training room, grooming area, office, kennel rooms, offices and a small retail area in the lobby area. PetU offers full time and part time daycare hours and requires dogs to be scheduled in advance, be up to date on vaccinations and in overall good health. Per the applicant, PetU has a handler dog ratio of 1:15. Each group has designated indoor play areas and are rotated to the outdoor play areas for a designated amount of time.

The applicant noted that the maximum number of dogs per the square footage of the space would be 85 daycare dogs daily and 70 dogs for boarding – these numbers are the maximum growth potential for the site. The applicant does not anticipate operating at full capacity at the time of opening. The total number of dogs is dependent on the number of staff available as well as client needs. The location in Glendale averages 35 dogs per day for daycare and 5-10 dogs for boarding. PetU accepts boarding on weekdays as well as weekends.

Per the conditions that apply to kennels, the Planning Commission may rescind its original approval and require the owner to reduce the number of dogs on the property or discontinue the kennel operation if the kennel creates a nuisance or adverse effect on the enjoyment of surrounding properties. Due to this condition, staff does not believe there is a need to limit the number of dogs allowed for daycare and boarding at this time.

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

Traffic to the site will come from Port Washington Road, which has adequate ingress/egress facilities to accommodate the traffic. The proposed activities fit the character of the surrounding area. The hours in which customers can drop off and pick up will be between 6:30 AM – 7:00 PM Monday-Friday and 7:00 AM-9:00 AM and 4:00 PM-6:00 PM on weekends. A maximum of 3 staff members are on site during hours of operation on weekdays and one staff on the weekends to care for the boarded dogs. As with other Conditional Use Grants, staff recommends approval of hours from 6:00 AM to 9:00 PM to accommodate changes to business plan and flexibility in the operations.

In accordance with Sec. 58-532, the following conditions apply to kennels:

1. A kennel may not be located adjacent to any existing restaurant or grocery within the same building.
2. Kennels shall be operated in accordance with the following requirements:
 - a) All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
 - b) The quarters in which animals are kept shall be maintained in accordance with [section 58-519](#).
 - c) Food supplies shall be stored in rodent-proof containers, and food and water containers shall be kept clean.
 - d) Litter or bedding material shall be changed as often as necessary to prevent an odor nuisance.

- e) Feces shall be removed from yards, pens and enclosures daily and stored in tightly covered metal containers until final disposal.
 - f) Yards, pens, premises and animals shall be kept free of insect infestations.
 - g) No odor nuisance shall be permitted.
 - h) All animal pens or enclosures shall be sufficiently large to permit confined animals freedom of movement.
3. All dogs over five months of age kept at a kennel must be licensed by the city or, if a dog is kept commercially at the kennel, by the municipality in which the owner of the dog resides.
 4. Whenever a kennel creates a nuisance or has a substantial adverse effect upon the reasonable enjoyment of surrounding properties, the planning commission may, after holding a public hearing, rescind its original approval and require the owner to reduce the number of dogs on the property or discontinue the kennel operation.

Site Plan Amendment

The applicant proposes to amend the site plan to include a 2,548 square foot outdoor play area on the north side of the property. The space is broken up into five different play areas for different dog groups. The proposed play area has low visible from the public view and very limited visibility from adjacent sites. A 6-foot chain-link fence is proposed around the perimeter of the play area. Staff would not typically support chain-link fence for commercial properties. However, in this case, the area is not visible to the public and is in a secluded area of the site. The applicant indicated that a pea gravel mixture will be placed on the existing surface for this area.

The site plan shows a total of 47 shared parking stalls. Since the zoning code does not have a parking requirement that relates to the specific use, staff used the requirement for a children's day care of one spot per 6 students at the highest class attendance plus one space per employee during the shift with the largest number of employees. Per the parking requirements, the proposed use is required to have a total of 17 parking spaces. The entire site is required to have a total of 48 stalls (see Exhibit A). Per the applicant, the business operates in rotation of dogs throughout the day and in their experience, the flow of traffic is spaced out accordingly. Typically, there are early drop-offs and then staggered drop-offs throughout the rest of the morning and similarly in the evening. Staff believes the existing parking is sufficient for the uses on site which have low parking demand in general.

Site Compliance

Based on a recent inspection, staff found non-compliant site issues. The following are added as conditions of approval and shall be resolved prior to recording of the conditional use grant:

1. Removal of miscellaneous items on the property including tires and trailers.
2. Either remove the existing awning frame on the north elevation or replace the awning fabric with color to be approved by staff.
3. Dumpster enclosure shall be shown on site plan for review and approval by staff.
4. Landscape plan for review and approval by staff to show items 3-6 below.

Site Improvements

As part of the site being under review for the proposed site plan amendment, staff looked at opportunities for overall site improvements. Staff recommends the following site improvements as conditions which shall be completed by June 30, 2022:

1. Restripe parking lot per site plan
2. Dumpster enclosure shall be installed per approved plan.
3. Foundation planting to be installed along north and west elevation in existing grass areas.

4. Additional landscape to be installed along west and north perimeter of the parking lot. The site currently lacks landscaping in the parking lot and is not compliance with code.
5. Landscape area extending five feet from the base of the existing monument sign.

Staff Recommendation:

Planning staff recommends **approval** of the conditional use grant and site plan amendment based on the following criteria:

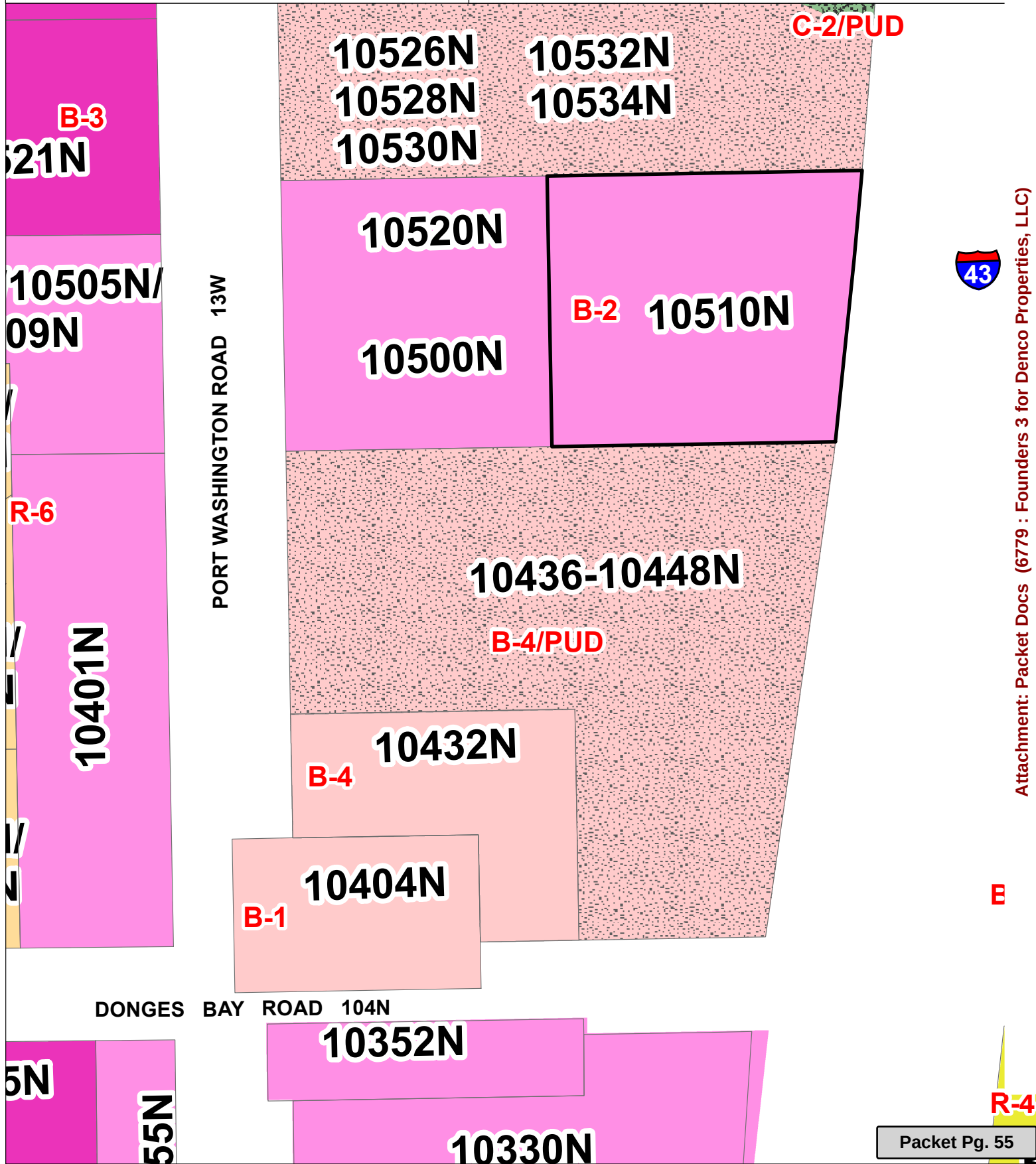
1. The applicant shall submit final plans within 60 days of Planning Commission action. Such final plans shall be subject to staff review and approval prior to issuance of permits. Approval shall be based on consistency with applicant's application and the requirements of the Planning Commission's approval. If final plans are not submitted within such time period, or the plans are not approved by staff, the plan(s) shall be submitted to Planning Commission for additional review and action and applicant shall be responsible for all city-imposed fees associated with such additional review.
2. The applicant shall at all times keep the area outside of the premises and the parking lot in the vicinity of the premises free from pet solid waste.
3. The applicant shall at all times comply with requirements of Section 58-532, as amendment from time to time, and all other applicable provisions of city and state law.
4. The following is required prior to the recording of the conditional use grant: removal of miscellaneous items on the property including tires and trailers, either remove the existing awning frame on the north elevation or replace the awning fabric with color to be approved by staff, dumpster enclosure shall be shown on site plan for review and approval by staff, and landscape plan to be submitted for review and approval by staff.
6. The following is required no later than June 30, 2022: restripe parking lot per site plan, dumpster enclosure shall be installed per approved plan, installation of foundation planting along north and west elevation in existing grass areas, landscape screening along north and west parking lot perimeter, and landscape area extending five feet from the base of the existing monument sign in accordance with approved landscape plan.

Attachments:

Packet Docs (PDF)

PetU

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



September 20, 2021

Dear Mequon Planning Commission Members,

My name is Angela Trzcinski and I am the owner of PetU. I would like to take the opportunity to give an explanation of what PetU is and what we do on a daily basis. I have been in business going on 10 years and operate 3 locations. PetU is a family owned K9 higher education facility that offers training, daycare, boarding, grooming, and a retail store.

Our daily agenda is the intake of our daycare dogs, playing, nurturing, teaching, and caring for their daily needs such as feedings, brushing, nail trims, and introductions to play groups. PetU is strongly about education. PetU's current Glendale location averages about 35 dogs for daycare per day plus 5-10 for boarding on average. We can hold up to 62 dogs at max capacity for daycare. This is within a 5500 sq foot facility. With this will include approximately 3 staff per shift. Our current hours of operation are 6:30 am – 7:00 pm Monday through Friday and a split shift on Saturdays and Sundays of 7 am- 9 am and 4 pm- 6pm to care for our boarders.

PetU operates in a rotation of dogs through the day. Therefore our flow of traffic is spaced out very nicely. We do not have the bottle neck of people or vehicles dropping off nor picking up at one time. We often have our very early drop offs and then staggered throughout the rest of the morning and the same in the evening for pick up's. We take pride in our work and what we offer to our families as far as convenience and reliability. We offer both full time and part time daycare hours (up to 5 hours or less) and allow are parents to choose what works best for their schedules. We do require all dogs be scheduled in advance, up to date on vaccinations, and in overall good health.

In the event we have a dog that is not friendly, we can handle a limited number of special handling dogs for families that need care. We do extend our options of training to all clients and a bonding opportunity to teach and learn about their furry family member.

PetU staff are well trained in dog language and how to interact with our furry friends. We want our dogs to play to their fullest capability and have the most fun in a healthy, safe, and clean environment.

When PetU enters into this new facility we will not be at a max capacity. This will be a revolving goal of how we can best accommodate for the clients and their needs. Therefore, we will remaining at the consistent 3 staff members per shift. There will be an opener at 6 am. Next person in is typically 6:30 am and last would be 7am. These shifts last until 12:30pm and 1 pm when the next round of staff enter until closing hours of 7 pm.

This is the typical operation schedule that takes place amongst all 3 locations seamlessly.

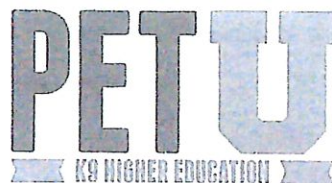
PetU has been an amazing asset to the other communities and I look forward to joining the Mequon community. With our expertise in dog knowledge and care for our families, I am positive you will all want to join our PetU family.

I look forward to answering any other questions you may have and share more about PetU at our meeting together next month.

Respectfully Submitted,

Angela Trzcinski

PetU Owner



PetU is a dog school that believes in training at its core. Along with training, we offer doggie daycare for socialization, boarding, grooming, and a small retail store full of nutritious food selections and healthy treats. Our mission is to educate owners and dogs to be the best team they can be.

PetU is a family run business with 3 locations. Milwaukee, Racine, and now Mequon. PetU prides itself in knowledge of dog language, well trained staff, and superior customer service, with a clean, healthy, and fun environment.

PetU has been in business for 10 years and we hope to be a fantastic addition to your community as we have been in others. PetU has currently been nominated for best boarding and training facility in Racine County. We look forward to sharing our expertise in your community as well.

This 7500 square foot space located at 10510 N Port Washington Rd in Mequon will be able to care for approximately up to 85 daycare dogs daily and the capabilities to house approximately up to 70 dogs for boarding. The opportunities for dog training will also be limitless.

We hope you are able to see the benefits to PetU joining the Mequon community.

Respectfully Submitted,

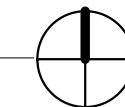
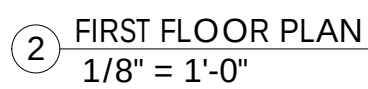
A handwritten signature in black ink that reads "Angela Trzcinski". The signature is fluid and cursive.

Angela Trzcinski

PetU Owner

Attachment: Packet Docs (6779 : Founders 3 for Denco Properties, LLC)





The logos for Madisen and Maher are displayed side-by-side. The Madisen logo features a stylized 'M' composed of three vertical bars of varying heights, with the word 'MADISEN' in a bold, sans-serif font below it. The Maher logo features a stylized 'M' composed of three vertical bars of varying heights, with the word 'MAHER' in a bold, sans-serif font below it.

A R C H I T E C T S
700 W. VIRGINIA STREET, SUITE 604
MILWAUKEE, WI 53204
P: 414.277.8000
MADISENMAHER.COM

AS-BUILT DRAWINGS FOR:

PET U

10510 PORT WASHINGTON RD.
MEQUON, WI 53092

PET U
KS HIGHER EDUCATION

CLIENT

1

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MADISEN MAHER ARCHITECTS, WHETHER THE WORK FOR WHICH THEY ARE MADE BE EXECUTED OR NOT AND ARE NOT TO BE USED OR COPIED ON OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH MADISEN MAHER ARCHITECTS.

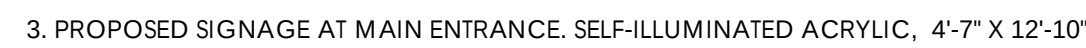
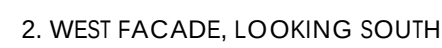
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PROJECT NUMBER	21-043
START DATE	MM/DD/2021
DRAWN BY	---
CHECKED BY	---
SCALE	As indicated

NOT FOR CONSTRUCTION

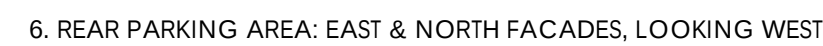
FIRST FLOOR PLAN

A1.11



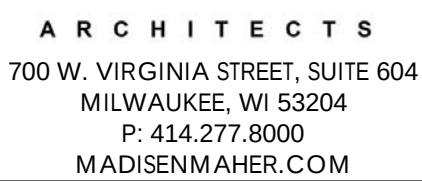
MAIN ENTRANCE SCOPE OF WORK:

1. PROPOSED SIGNAGE SHOWN 3/A4.00.
2. BUILDING FACADE OTHER THAN SIGNAGE EXISTING TO REMAIN, INCLUDING DOORS, WINDOWS, AND COLOR.



REAR PARKING AREA SCOPE OF WORK:

1. NEW FENCE WILL ENCLOSE OUTDOOR PLAY AREA. FENCING TO BE 6FT GALVANIZED CHAIN LINK. SEE SHEET A1.01 FOR EXTENTS.
2. PAVEMENT EXISTING TO REMAIN.
3. BUILDING FACADES EXISTING TO REMAIN, INCLUDING DOORS, WINDOWS, AND COLOR.



AS-BUILT DRAWINGS FOR:

PET U

10510 PORT WASHINGTON RD.
MEQUON, WI 53092

PET U
K9 HIGHER EDUCATION

CLIENT

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF MADISEN MAHER ARCHITECTS, WHETHER THE WORK FOR WHICH THEY ARE MADE BE EXECUTED OR NOT AND ARE NOT TO BE USED OR COPIED ON OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH MADISEN MAHER ARCHITECTS

[illegible]

PROJECT NUMBER	21-043
START DATE	21-09-13
DRAWN BY	Author
CHECKED BY	Checker
SCALE	1/8" = 1'-0"

EXTERIOR ELEVATIONS

A4.00

NOT FOR CONSTRUCTION

Non-compliant site issues



Attachment: Packet Docs (6779 : Founders 3 for Denco Properties, LLC)

Staff recommendation - parking lot to be re-striped



Attachment: Packet Docs (6779 : Founders 3 for Denco Properties, LLC)

Staff recommendation -Landscaping to be installed



Attachment: Packet Docs (6779 : Founders 3 for Denco Properties, LLC)



PARKING CALCULATION FOR PETU

ZONING CODE	
Use	Kennel, commercial
Parking Requirement	One space per employee for the work shift with the largest number of employees, plus one space per six students at the highest class attendance period.

PROPOSED KENNEL	
Max. dogs	85
Total square footage	7,500 square feet
Max. employees on one shift	3 employees

PARKING CALCULATION	
Parking Required for Proposed Use	17 stalls based on code requirement
Parking requirement for entire site	48 stalls based on code requirement – see Exhibit A
Parking on Site	47 stalls - part of multi-tenant development shared parking
Code Compliance	Deficient by 1 stall

EXHIBIT A

Tenant	Square Feet	Parking Requirement	Required Parking
Pet U doggy daycare	7,687	1 per employee + 1 per 6 dogs	17
Copy Master	1,634	1 per employee + 1 per 200 SF	11
Mommy & Me day care	3,567	1 per employee + 1 per 6 children	12
Warehouse Smart Choice MIR	4,483	1 per employee + 1 per 5000 SF	4
Warehouse IS Corp	6,237	1 per employee + 1 per 5000 SF	4

Total Required	48
<i>Total Parking Provided On Site</i>	<i>47</i>

		3.a.a
CONDITIONAL USE GRANT Articles of Agreement made and entered into this 28th day of October, 2021 by and between Denco Properties, LLC, owner of the property located at 10510 N Port Washington Road, and the City of Mequon Planning Commission. Before the Planning Commission of the City of Mequon, Ozaukee County, Wisconsin, in regard to the premise located in Section 29, Range 22 East, in Township 9 North, Ozaukee County, State of Wisconsin, further described as follows: LEGAL DESCRIPTION Exhibit A 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 <u>City of Mequon</u> 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 <u>kennel, commercial</u>. GRANTED by action of the Planning Commission of the City of Mequon this 28th day of October 2021. John Wirth, Mayor, Planning Commission Chairperson Acknowledgment: STATE OF WISCONSIN))SS OZAUKEE COUNTY) Personally came before me, this ____ day of _____, 2021, the above named John Wirth, Mayor, to me known to be the person who executed the foregoing instrument and acknowledged the same. Notary Public, Ozaukee County, Wisconsin My Commission (expires) _____ Planning Commission Secretary Acknowledgment: STATE OF WISCONSIN))SS OZAUKEE COUNTY) Personally came before me, this ____ day of _____, 2021, the above named _____, Planning Commission Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same. Notary Public, Ozaukee County, Wisconsin My Commission (expires) _____ RETURN TO: City of Mequon 11333 North Cedarburg Road 60W Mequon, WI 53092 PARCEL NO.: 15-029-11-007.00 Attachment: Packet Docs (6779 : Founders 3 for Denco Properties, LLC) Packet Pg. 67		

The **CONDITIONS** of this Grant are:

- 1. This grant shall become effective upon the execution and recording by the owners and operators of the Premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
- 2. This grant shall expire and become void unless, pursuant to the building and zoning codes of the City, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of Planning Commission approval noted above, or actual construction is commenced within twelve (12) months of the date on which the building permit was issued.
- 3. This grant is subject to amendment and termination in accordance with the provisions of the Zoning Code of this municipality.
- 4. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant, and annexed hereto.
- 5. Any of the conditions of this Grant which would normally be the responsibility of tenants of the Premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.
- 6. This grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.
- 7. The Grantee and its successors in interest shall hold the City of Mequon harmless from any claims or losses to the City or its residents including reasonable attorney fees arising from or related to use of the facilities.
- 8. Any change to the approved use or change to the building or site plan will require an amendment to the Conditional Use. Minor changes to the building and site plan shall be approved by the Department of Community Development.
- 9. **Conditions on the Operations:**
 - a. Hours of operation: 6:00 AM- 9:00 PM, daily.

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

- b. Water supply requirements:
Public
 - d. Provisions for sewage disposal:
Public
- e. Other:
 - If the conditional use shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or if material problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten health or safety or to become a nuisance condition, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, or in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
 - If, despite efforts to prescribe conditions which render the conditional use harmonious in the surrounding neighborhood, problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten the peace and enjoyment of neighboring properties, or shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or shall threaten health or safety, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, and in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
- a. **Conditions of the structures:**
 - a. Site Plan: Exhibit B
 - b. Landscaping Plan: N/A
 - c. Elevations: As on file with Community Development Department, City of Mequon
 - d. Sign: As on file with Community Development Department, City of Mequon
 - e. Floor Plan: Exhibit C
 - f. Window displays: As on file with Community Development Department, City of Mequon
 - g. Exterior lighting of the site and building: As on file with Community Development Department, City of Mequon
 - h. Fence / Wall / Dumpster plan details: As on file with Community Development Department, City of Mequon
 - i. The building shall comply with the building code.

11. **Conditions on the site:**
- a. Street access (number, location, design: As on file with Community Development Department, City of Mequon

b. Off-Street Parking (location and design including screening thereof): As on file with Community Development Department, City of Mequon

c. Outside storage of materials, products or refuse (location and screening thereof): As on file with Community Development Department, City of Mequon

d. Parking, exterior lighting of the site, location design and power: Any changes subject to Planning Commission approval.

e. Other:

1) The applicant shall submit final plans within 60 days of Planning Commission action. Such final plans shall be subject to staff review and approval prior to issuance of permits. Approval shall be based on consistency with applicant’s application and the requirements of the Planning Commission’s approval. If final plans are not submitted within such time period, or the plans are not approved by staff, the plan(s) shall be submitted to Planning Commission for additional review and action and applicant shall be responsible for all city-imposed fees associated with such additional review.

2) The applicant shall at all times keep the area outside of the premises and the parking lot in the vicinity of the premises free from pet solid waste.

3) The applicant shall at all times comply with requirements of Section 58-532, as amendment from time to time, and all other applicable provisions of city and state law.

4) The following is required prior to the recording of the conditional use grant: removal of miscellaneous items on the property including tires and trailers, either remove the existing awning frame on the north elevation or replace the awning fabric with color to be approved by staff, dumpster enclosure shall be shown on site plan for review and approval by staff, and landscape plan to be submitted for review and approval by staff.

5) The following is required no later than June 30, 2022: restripe parking lot per site plan, dumpster enclosure shall be installed per approved plan, installation of foundation planting along north and west elevation in existing grass areas, landscape screening along north and west parking lot perimeter, and landscape area extending five feet from the base of the existing monument sign in accordance with approved landscape plan.

Owner

Acknowledgment:

STATE OF WISCONSIN))SS
OZAUKEE COUNTY)
Personally came before me, this ____ day of _____, 2021, the above named _____, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin

Receipt of a true Copy of this instrument
on behalf of the petitioner acknowledged
the _____ day of _____, 2021



TO: Planning Commission
FROM: PA PHOUALA VANG, PLANNER
DATE: October 28, 2021
SUBJECT: Susan Bristol. The applicant is seeking conditional use grant approval to allow for a guest house located in a detached barn for the property located at 8414 W. County Line Road. (Public Hearing)

Applicant:	Susan Bristol
Status of Applicant:	Owner
Requested:	Conditional Use Grant
Existing Zoning:	R-1 (Suburban Residential) C-2 (General Conservancy)
Land Use Plan:	Residential 5 acres Critical Environmental
Lot size:	7.4 acres
Location:	8414 W. County Line Road
Tax Key Number:	#14-050-02-003.00
District:	#2

Background:

The applicant requests a conditional use grant for a 400 square foot guesthouse at 8414 W County Line Road. The 7.4-acre property is zoned R-1 (5 acre minimum). As part of Ordinance 2021-1591, which was adopted by Common Council on June 8, 2021, specific standards for guesthouses were established. Guesthouses are allowed as a conditional use in the R-1 zoning district. Guesthouse is defined living quarters being within a detached accessory building which is located on the same lot with the principal residential structure and is intended for use by temporary guests of the residents and shall have no kitchen facilities and not be rented or otherwise used a separate dwelling.

Conditional Use Grant Findings:

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

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

There are no public health or safety issues with the proposed use. The proposed guesthouse is within an existing detached structure and is attached to a barn and garage. The proposed floorplan shows a bedroom and bathroom on the second level of the existing structure. No kitchen is proposed which meets the zoning requirement for a detached guesthouse. The guesthouse will not be rented or otherwise used as a separate dwelling.

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

The use of the property for income generation is prohibited per the Zoning Code. The proposed use should not have any impact on the value of surrounding properties since it currently exists as a single-family dwelling.

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

The 7.4-acre parcel is zoned R-1 and is not divisible. The proposed 400 square foot guesthouse will be located within an existing structure which is conforming with current zoning codes. The property is a Landmark Property. Any changes to the exterior of the building shall require Landmarks Commission approval.

Per Section 58-548 (f), guesthouses shall comply with the following conditions:

1. A guesthouse is a detached structure with living quarters and is intended for the temporary stay of occasional guests.
2. A guesthouse may not contain a stove, oven, range or cooktop.
3. A guesthouse may not be rented or used as a separate dwelling.
4. A guesthouse may not be constructed unless the property contains a primary residence.
5. If a guesthouse is constructed, no detached storage structure is permitted unless the property is in the R-1 zoning district.
6. A guesthouse shall not exceed one percent of the lesser of (a) five acres or (b) the area of the property if the property is not divisible in the current zoning district or, if it is divisible, the zoning district's minimum lot size.
7. A guesthouse may not have a separate postal address.

Staff Recommendation:

Planning staff recommends approval of the conditional use grant based on the following condition(s):

1. The applicant shall submit final floor plans within 60 days of Planning Commission action. Such final floor plans shall be subject to staff review and approval prior to issuance of permits. Approval shall be based on consistency with applicant's application and the requirements of the Planning Commission's approval. If final plans are not submitted within such time period, or the plans are not approved by staff, the plan(s) shall be submitted to Planning Commission for additional review and action and applicant shall be responsible for all city-imposed fees associated with such additional review.
2. Any changes to the terms of this Conditional Use Permit shall require the approval of the Planning Commission.
3. The use shall at all times comply with requirements of Section 58-548 (f), as amendment from time to time, and all other applicable provisions of city and state law.
4. The guesthouse shall be located on the same lot with the principal residential structure. Furthermore, the guesthouse is intended for use by temporary guests of the residents and shall have no kitchen facilities and not be rented or otherwise used as a separate dwelling.
5. Any changes to the exterior of the building shall require Landmarks Commission approval.

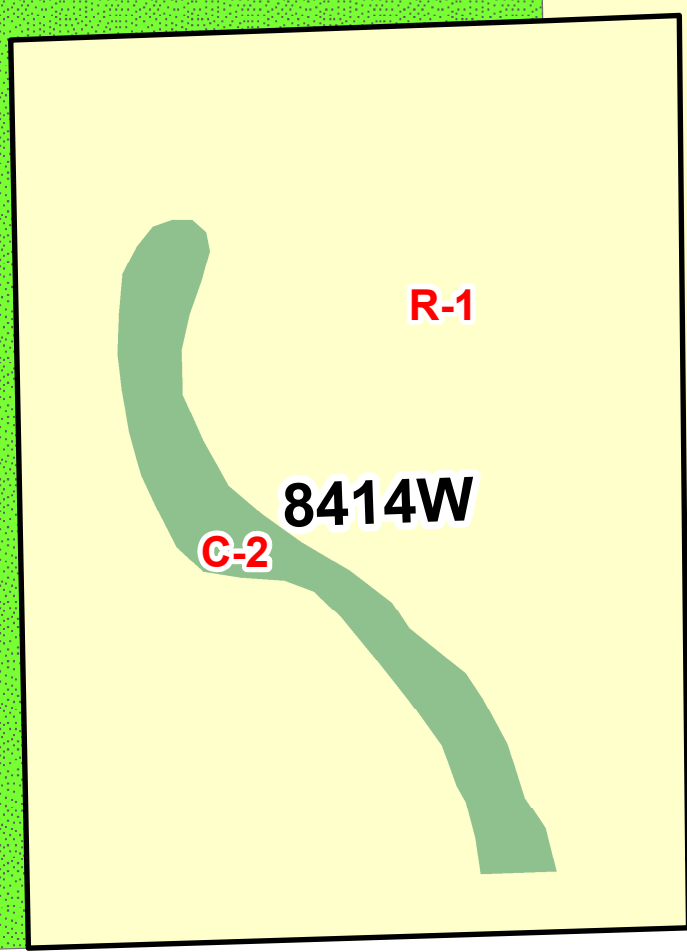
Attachments:

Packet Docs (PDF)

Susan Bristol

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

P-1/OA



COUNTY LINE ROAD 96N

Attachment: Packet Docs (6780 : Susan Bristol)

SUBMISSION TO MEQUON PLANNING COMMISSION
FOR PROPOSED CONDITIONAL CHANGE OF USE

8414 W. County Line Rd., Mequon WI 53097

INTENT: TO CHANGE USE FROM STORAGE TO GUEST HOUSE

The two-floor space in our R-1 Zoned property is part of the barn complex set away from the main residence. We would like to have an extra bedroom-bath available for occasional guests of the main house on the second floor of the space adjoining the barn. We would need to install a simple bath with shower, small sink and toilet in the small room adjoining the bedroom.

The entry level would serve as storage for garden implements, food for animals, and other items best stored in a protected heated space. We propose to have a barn sink to be used for dog washing and water access for barn cats installed on this lower level, along with a refrigerated place to store animal food to keep it safe from mice.

The guest bedroom would not be rented and would be used only occasionally. No exterior changes would be made to the overall barn structure which is noted by the Mequon Landmarks Commission.

Thank you for your consideration.



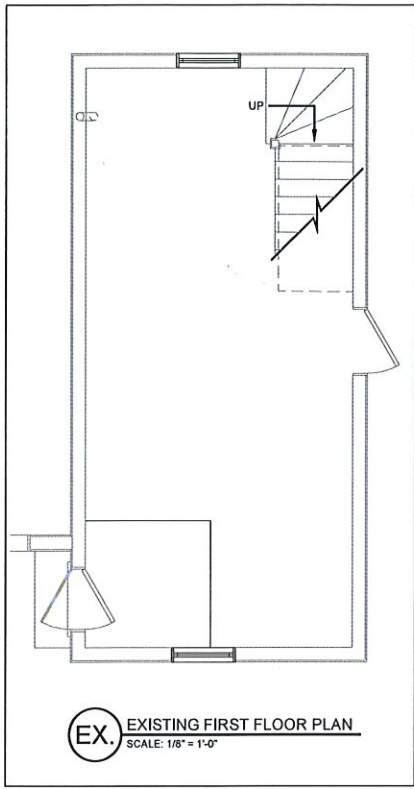
Susan Bristol

8414 W. County Line Rd., Mequon WI 53097

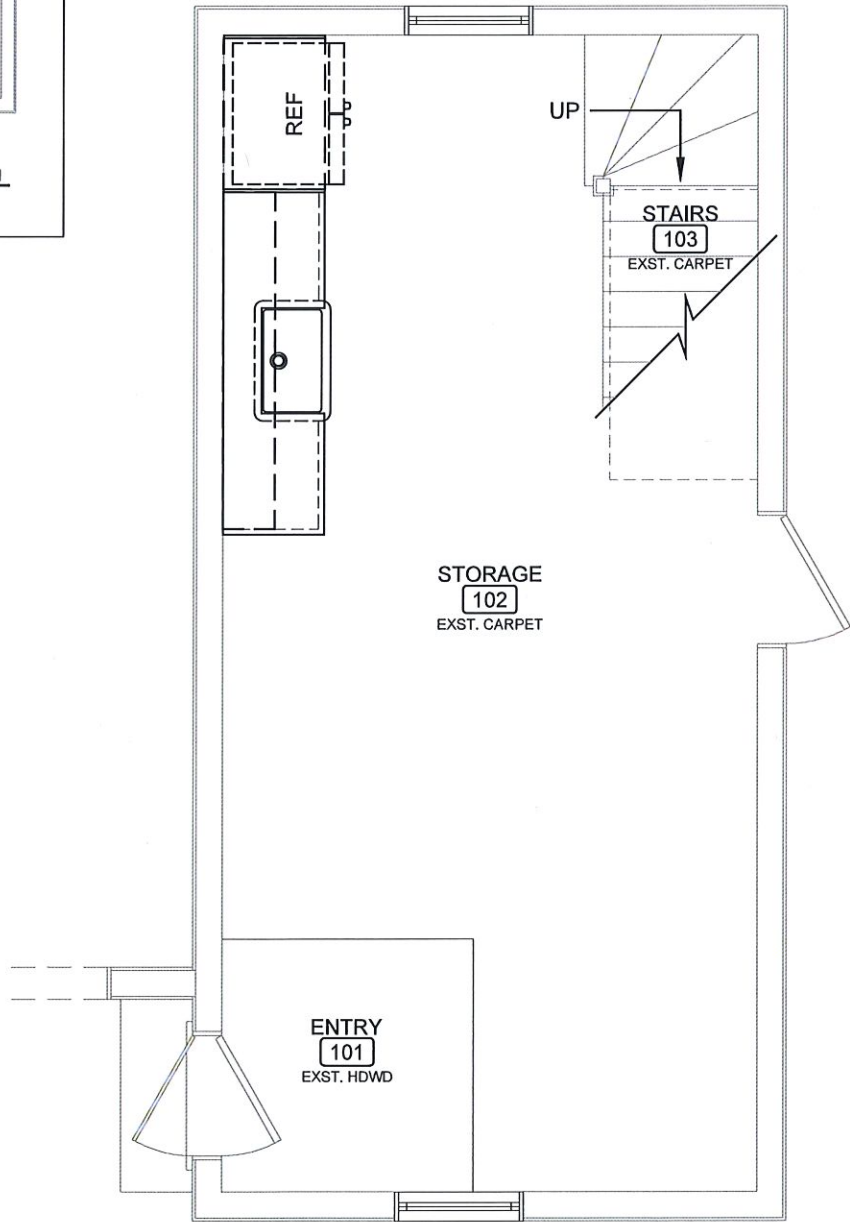
970-476-2608

Susan.bristol@gmail.com

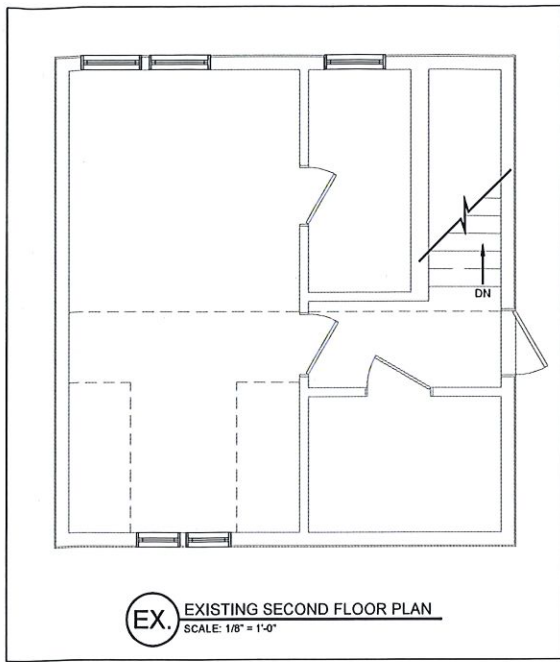
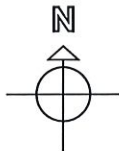
Attachment: Packet Docs (6780 : Susan Bristol)



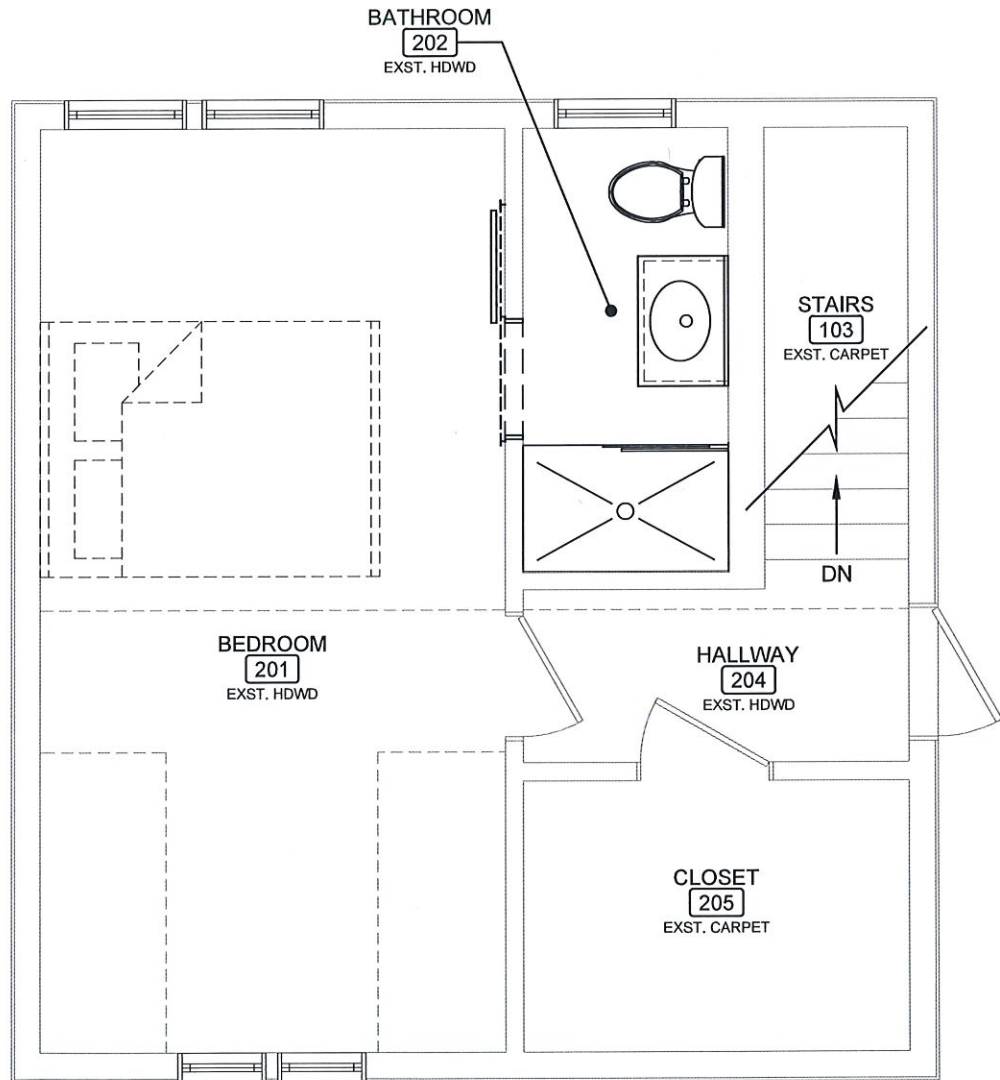
EX. EXISTING FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



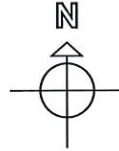
1 PROPOSED FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



EX. EXISTING SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



2 PROPOSED SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



BRISTOL RENOVATION
8414 W. COUNTY LINE RD.
MEQUON, WI 53097

Attachment: Packet Docs (6780 : Susan Bristol)

REVISIONS

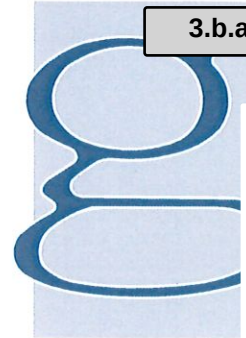
NOT FOR CONSTRUCTION

DRAWING TITLE

PROPOSED FIRST
AND SECOND
FLOOR PLANS

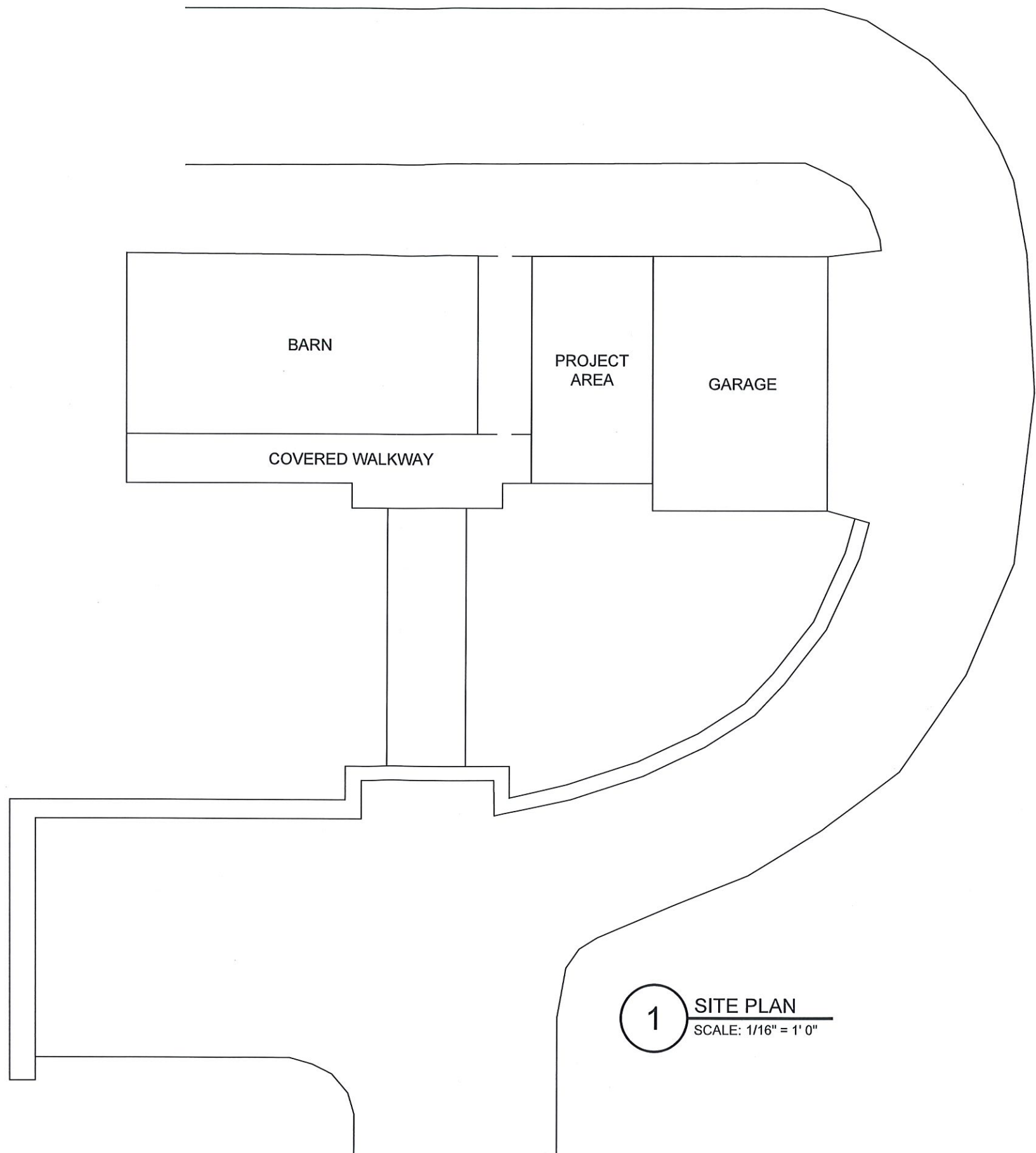
DRAWING NUMBER

A2.1

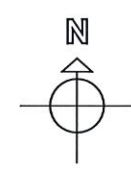


GABOI
DESIGN BUILD LLC

W156 N11238 PILGRIM RD.
GERMANTOWN, WI 53001
PHONE: (262) 437-2100



1 SITE PLAN
SCALE: 1/16" = 1' 0"



BRISTOL RENOVATION
8414 W. COUNTY LINE RD.
MEQUON, WI 53097

Attachment: Packet Docs (6780 : Susan Bristol)

REVISIONS

NOT FOR CONSTRUCTION

DRAWING TITLE

SITE PLAN

DRAWING NUMBER

C1.0

Proposed detached guesthouse in existing structure attached to garage and barn.



CONDITIONAL USE GRANT

Articles of Agreement made and entered into this 28th day of October, 2021 by and between Susan Bristol, owner of the property located at 8414 W County Line Road, and the City of Mequon Planning Commission.

Before the Planning Commission of the City of Mequon, Ozaukee County, Wisconsin, in regard to the premise located in Section 33, Range 21 East, in Township 9 North, Ozaukee County, State of Wisconsin, further described as follows:

LEGAL DESCRIPTION

Exhibit A-1

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 guest house.

GRANTED by action of the Planning Commission of the City of Mequon this 28th day of October 2021.

John Wirth, Mayor, Planning Commission Chairperson

Acknowledgment:

STATE OF WISCONSIN))SS
OZAUKEE COUNTY)
Personally came before me, this ____ day of _____, 2021, the above named John Wirth, Mayor, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

Planning Commission Secretary
Acknowledgment:

STATE OF WISCONSIN))SS
OZAUKEE COUNTY)
Personally came before me, this ____ day of _____, 2021, the above named _____, Planning Commission Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

RETURN TO:

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

PARCEL NO.:
14-033-12-004.00

Attachment: Packet Docs (6780 : Susan Bristol)

The **CONDITIONS** of this Grant are:

1. This grant shall become effective upon the execution and recording by the owners and operators of the Premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. This grant shall expire and become void unless, pursuant to the building and zoning codes of the City, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of Planning Commission approval noted above, or actual construction is commenced within twelve (12) months of the date on which the building permit was issued.
3. This grant is subject to amendment and termination in accordance with the provisions of the Zoning Code of this municipality.
4. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant, and annexed hereto.
5. Any of the conditions of this Grant which would normally be the responsibility of tenants of the Premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.
6. This grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.
7. The Grantee and its successors in interest shall hold the City of Mequon harmless from any claims or losses to the City or its residents including reasonable attorney fees arising from or related to use of the facilities.
8. Any change to the approved use or change to the building or site plan will require an amendment to the Conditional Use. Minor changes to the building and site plan shall be approved by the Department of Community Development.
9. **Conditions on the Operations:**
 - a. Performance standards relating to parking, noise, vibration, odor, smoke, dust, and light: As per City ordinance and as further designated under letter (e.) below.
 - b. Water supply requirements:
Public
 - c. Provisions for sewage disposal:
Public
 - d. Other:
 - If the conditional use shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or if material problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten health or safety or to become a nuisance condition, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, or in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
 - If, despite efforts to prescribe conditions which render the conditional use harmonious in the surrounding neighborhood, problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten the peace and enjoyment of neighboring properties, or shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or shall threaten health or safety, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, and in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
10. **Conditions of the Structures:**
 - a. Site Plan: Exhibit B
 - b. Landscaping Plan: N/A
 - c. Elevations: As on file with Community Development Department, City of Mequon
 - d. Signs: As on file with Community Development Department, City of Mequon
 - e. Floor Plan: Exhibit C
 - f. Exterior lighting of the site and building: As on file with Community Development Department, City of Mequon
 - g. Fence / Wall / Dumpster plan details: As on file with Community Development Department, City of Mequon
 - h. The building shall comply with the building code.

11. **Conditions on the site:**
- a. Street access (number, location, design): As per attached Exhibit B

b. Off-Street Parking (location and design including screening thereof): As on file with Community Development Department, City of Mequon

c. Outside storage of materials, products or refuse (location and screening thereof): As on file with Community Development Department, City of Mequon

d. Parking, exterior lighting of the site, location design and power: Any changes subject to Planning Commission approval.

e. Other:

1. The applicant shall submit final floor plans within 60 days of Planning Commission action. Such final floor plans shall be subject to staff review and approval prior to issuance of permits. Approval shall be based on consistency with applicant’s application and the requirements of the Planning Commission’s approval. If final plans are not submitted within such time period, or the plans are not approved by staff, the plan(s) shall be submitted to Planning Commission for additional review and action and applicant shall be responsible for all city-imposed fees associated with such additional review.

2. Any changes to the terms of this Conditional Use Permit shall require the approval of the Planning Commission.

3. The use shall at all times comply with requirements of Section 58-548 (f), as amendment from time to time, and all other applicable provisions of city and state law.

4. The guesthouse shall be located on the same lot with the principal residential structure. Furthermore, the guesthouse is intended for use by temporary guests of the residents and shall have no kitchen facilities and not be rented or otherwise used as a separate dwelling.

5. Any changes to the exterior of the building shall require Landmarks Commission approval.

Owner

Acknowledgment:

STATE OF WISCONSIN))SS
OZAUKEE COUNTY)
Personally came before me, this ____ day of _____, 2021, the above named _____, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin

Receipt of a true Copy of this instrument
on behalf of the petitioner acknowledged
the _____ day of _____, 2021

Document drafted by: The City of Mequon, Wisconsin

Attachment: Packet Docs (6780 : Susan Bristol)

TO: Planning Commission
FROM: Jac Zader, Assistant Director Community Development
DATE: October 28, 2021
SUBJECT: An ordinance amending chapter 58 as it relates to permitted uses in Table 58-301-1 of the Town Center zoning district and Table 58-517 (C) of Division 11 Animals and Animal Related Uses to allow Veterinary Clinics.

Background:

The applicant is requesting a text amendment to allow Veterinary Clinics to be permitted in the Town Center zoning district. This request is due to interest from a prospective tenant to locate in the MTC 1 development. Currently, veterinary clinics are permitted in the Neighborhood Commercial and Arrival Corridor zoning districts and conditional in the B-2 and B-7 zoning district. There are specific design considerations for animal hospitals and veterinary clinics as follows:

(a) Animal hospitals and veterinary clinics. An animal hospital or veterinary clinic is an establishment that provides medical services to animals and limited boarding facilities and shall comply with the following:

- (1) Such an establishment may not be located adjacent to any existing restaurant, grocery or food service within the same building.
- (2) Such an establishment shall provide one or more designated outdoor areas for the animals as they arrive and leave the facility and for any walks. These outdoor areas shall be properly signed and maintained daily, screened from public view and any adjacent residential use and located within close proximity to the parking area. The size of these outdoor areas shall be determined by the size of the facility, number of staff members and number of animals served.
- (3) All boarding shall be enclosed within the building.

Analysis:

The applicant states that the text amendment is compatible with the Town Center zoning district since many of the recently constructed living units are pet friendly and cater to pet owners. Several of the apartments include amenities for pets such as pet washing stations and fenced in dedicated play areas. The area also includes Central Bark Dog Daycare and Foxtown has regular pet festivals in the Annex parking lot. When the zoning district was created, the use was not included in the TC since it was created for pedestrian type uses and services. With the influx of all of the new residential units that are pet friendly, there will be a local demand for such a use. Staff is supportive of the proposed text amendment and feels the specific design standards listed above will help mitigate any negative impacts of the use tenants in the same building or on surrounding properties.

Staff Recommendation:

The Planning staff recommends **approval** of the text amendment.

Attachments:

City of Mequon - Vet Clinics (PDF)

To: Mequon Planning Commission

Requested by the Owners of Mequon Town Center

Re: Text Amendment to Allow Veterinary Clinics within the City Center

Why would a veterinary clinic(s) be good for your community and why should the City of Mequon allow veterinary clinic(s) within the City Center?

Animals serve humans as a source of comfort, support and companionship. With 68% of all U.S. households having at least one pet they have become an integral part of our lives and society. Communities across the U.S. are adding pet parks and pet friendly recreational areas at an increasing rate since 2010. These parks are not only for pets but also excellent sources of exercise for their owners. Pet friendly apartments have also become the norm, pets are allowed in some retail stores and the hospitality industry has embraced and encouraged pet friendly travelers.

As we all have witnessed, the City Center of Mequon has had some significant residential growth in the last 5 years. This vibrant growth has created an exciting blend of multi-tenant and mixed-use retail and residential developments. New residents moving into these new developments are moving in not only with their human family members but also their pet family members. Exciting and progressive residential projects like Mequon Town Center, Spur 16, Foxtown, The Reserve and Artesia have brought luxury living to City Center along with pet friendly living.

With changes in working trends, you are seeing more people working from home and spending more time with their pets making them part of their workday. Healthy residents and healthy pets go hand in hand. With this concentration of pet owners, pet friendly developments within City Center it just makes sense to have veterinary clinics nearby making it easy for people to walk their pets to the clinic or making a short drive to have their pet's health checked.

Veterinary clinics are as important to a vibrant City Center as any other service for humans. Today's Veterinarians are the only doctors educated to protect the health of both animals and people. They work hard to address the health and welfare needs of every species of animals. Veterinarians also play a critical role in environmental protection, education, research and public health. I am requesting a change via text amendment to allow veterinary clinic(s) within the City Center.