



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

Department of Community Development
Taped and Televised

**PLANNING COMMISSION
Regular Meeting
Monday, December 12, 2022
6:00 PM
Christine Nuernberg Hall
Agenda**

1) Call to Order, Roll Call

- a) Approval of Minutes from November 21, 2022

2) Public Hearing

- a) Janet Halonen. The applicant is seeking conditional use grant approval to allow for an acupuncture and aesthetics clinic for the property located at 11431 N. Port Washington Road, Suite 106A.

3) Regular Business

- a) Allen J. Schneider for Kellner Highland Property, LLC. The applicant is seeking certified survey map to allow reconfigure the property lines for the existing 4-lots for the property located at 4550 W. Highland Road.
- b) Torrey Ln, LLC for Carol Wiensch. The applicant is seeking development agreement, preliminary plat and fill permit for 12,000 C.Y. approval to allow for a 11-lot subdivision for the property located at 10766 Torrey Drive.

4) Announcements

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

2023 Meeting Schedule

5) Adjourn

Dated: December 7, 2022

/s/ Andrew Nerbun, Chair

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

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

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



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PLANNING COMMISSION
Regular Meeting
Monday, November 21, 2022
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair Andrew Nerbun
Alderman Robert Strzelczyk
Alternate Commissioner Gregg Bach
Alternate Commissioner Bruce Barnes
Commissioner Dan Gentges
Alternate Commissioner Stephanie Hawley
Commissioner John Stoker
Commissioner Martin Choren - **Absent**
Commissioner Rick Lemke - **Absent**
Commissioner James Schaefer - **Absent**
Commissioner Rebecca Schaefer - **Absent**
Alternate Joe Goldberger - **Excused**

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

a) Approval of Minutes from October 17, 2022

Motion

Ald. Strzelczyk made a motion to approve the meeting minutes from October 17, 2022.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (7-0)

ESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Gregg Bach, Alternate
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Gentges, Hawley, Stoker
ABSENT:	Choren, Lemke, J. Schaefer, R. Schaefer

Attachment: PC_11.21.22_DRAFT (7963 : Meeting Minutes from November 21, 2022)

2) Public Hearing

- a) North Shore Bank. The applicant is seeking conditional use grant extension approval to allow for a 3,250 sq. ft. bank building previously approved on November 22, 2021, for the property located at 11319 - 11333 N. Port Washington Road.

Motion

Ald. Strzelczyk made a motion to approve to open a public hearing.

Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (7-0)

No Public Comment

Motion

Commissioner Stoker made a motion to close the public hearing.

Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (7-0)

Planner Laurie Miller stated that the request is for a conditional use grant (“CUG”) extension for a 3,250 sq. ft. financial institution with a drive-thru. The original CUG and building and site plan was approved in October 2020 and an extension was approved in November 2021. A CUG requires that building permits are issued or that the use commence within 1 year of the approval. There are no changes to the building plans however Engineering staff noted in the report that the Mequon Water Utility water connection policy has been adopted and the development must adhere to this policy.

Motion

Commissioner Stoker made a motion to approve the CUG extension per staff recommendations.

Commissioner Hawley seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Stephanie Hawley, Alternate
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Gentges, Hawley, Stoker
ABSENT:	Choren, Lemke, J. Schaefer, R. Schaefer

3) Regular Business

- a) Walter Buildings for Gierch Farms. The applicant is seeking minor request approval to allow for a 10,800 sq. ft. agricultural storage building for the property located at 10232 W. Bonniwell Road (Gierch Farms).

Planner Miller stated that the proposed structure exceeds 1,000 sq. ft. and requires Commission approval. The proposed pole barn will be 60 feet x 168 ft. and just under 28 feet in height at its peak. The structure will have green steel siding and cream-colored structure panels for roofing. The east elevation is proposed to have a double sliding door and the west elevation will have

four windows. The south elevation is proposed to have an overhead door and double sliding door. In addition to the doors the south elevation will have poly carbonate panels near the roofline to allow natural light through, Two windows are also proposed on the north elevation. The structure is shown to be located behind the existing machine shed.

Eng. Asst. Cole McCraw added that a green infrastructure plan which is required on the addition of 5,000 sq. ft. impervious surface.

Motion

Ald. Strzelczyk made a motion to approve the accessory structure.

Commissioner Barnes seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Bruce Barnes, Alternate
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Gentges, Hawley, Stoker
ABSENT:	Choren, Lemke, J. Schaefer, R. Schaefer

- b) Tim O' Brien Homes. The applicant is seeking setback waiver and specimen tree removal to allow for the removal of specimen trees for the property located at 12333 N. Lake Shore Drive (Gehrett).

Assistant Engineering Director Cole McCraw stated that the request is for specimen tree removal for the construction of a single-family home and a wetland setback waiver. He explained it is a tricky site as there are two wetland strips surrounding the buildable area. Another concern on the site is high ground water in the area causing the applicant to propose a relatively high building elevation. Other constraints are the elevations of neighboring properties as well as the two specimen trees and other strands of trees on the site.

- Ground Water - the soil assessment report provided indicated that the footings of the building were suggested to be almost at grade of the existing property. The proposed plan shows the footings of the basement at grade and then an 8-foot basement and house on top. The soil report highlighted the high ground water and that the basement can be lowered if precautions are taken such as waterproofing exterior wall and adding addition clear stone on the outside of the building foundation.
- Wetland Protection Area Waiver – the wetland delineation report indicated a 50-foot setback on the west wetland. The original proposed plan shows about a 40-foot encroachment which is significant, and staff does not support.

The alternate proposed plan shows the structure outside of the 50-foot setback on the west and outside the 10-foot setback on the east side. It also meets the side yard setback. Staff is in favor of the placement proposed on the alternate plan.

Asst. Eng. Dir. McCraw mentioned the letters submitted from the adjacent neighbors and their concern about the elevations of the proposed structure. He stated that the proposed alternate plan has elevations of about 2-5 feet higher than the adjacent properties. Staff recommends a max yard grade of about 3 feet lower than what is proposed and located at the alternate location. Staff believes the alternate plan will also be easier to accommodate drainage at this elevation and placement and the alternate plan seems more feasible with the wetlands setbacks as great as they are on site.

Mayor Nerbun asked him to explain the difference between the two wetland setbacks. He explained that the wetland delineation report is based on the quality of the wetlands; the different species present, a wide or narrow setback (varies 10 – 75 feet) will be recommended.

For this site:

- The west side has a higher quality wetland, and 50-foot setback is required.
- The east side has a lower quality wetland, and a 10-foot setback is required.

City Forester, Mike Gies, stated that there are two specimen trees on site that are being requested to be removed (#23 and #27 on the tree survey included in the packet). Both proposed plan scenarios would require removal of the trees as they land in the footprint, or very near the footprint, of the proposed house. Staff does recommend approval to remove these two trees.

He added that there are several trees, approximately 23 trees, that are specimen species, but do not meet the size requirement on site. Staff prefers the alternate plan because it preserves trees on the back line of trees, #28 - #47, along the wetland.

Forester Gies commented that he is concerned about the grade change if a full exposure basement is allowed and that it would impede on the back line of trees there. He does not believe that much of a grade change can be made up on this restricted of an area without impacting root zones.

Ald. Strzelczyk stated that he wants to ensure the concerns of the neighbor's letters regarding drainage are addressed.

Asst. Eng. Dir. McCraw answered that a grading plan has not yet been required as the house placement needs to first be determined as well as the maximum elevation of the house. Two specific items will be reviewed once the grading plan is submitted:

- That no drainage from the south is impeded heading north
- That natural drainage patterns are being maintained.

He commented that staff has required a swale surrounding the site that will help capture water from south to north and discharges the water around to the wetland areas, this will be reviewed on the additional drainage plan.

The applicant stated the two issues to be addressed are the two specimen trees for removal and the placement of the home. The site is quite restrictive due to the wetlands on the west and east sides of the property.

Mr. Lange from Tim O'Brien Homes stated that he believes the first plan is their preferred plan because of the observed ground water level. He explained that there will be significant fill needed at the front of the house for the driveway. The garage elevation has been lowered so the driveway will not be as steep. The grade on the right side of the house has been tampered so that the yard is about 4-feet below the first-floor elevation in the front, to minimize the amount of fill needed. They are very cautious to avoid water getting into the basement.

The homeowner, Lance Gehrett, stated that a finished basement is very important to accommodate his family. They have paid for extra measures to ensure it stays dry. He explained that Tim O'Brien Homes recommended the exposed basement. They have changed contacts at Tim O'Brien Homes and Mr. Lange is not completely caught up. There is an issue of the height of the basement that needs to be finalized. He prefers that it be 10-feet in height.

Asst. Eng. Dir. McCraw answered that staff is not comfortable with the requested change of wetland setback from the ordinance, it is too great. Additionally, a no-mow buffer or other treatment would also be required.

There was discussion about the varying heights of the basement ceiling, placement of the house, what are acceptable wetland setbacks and that a grading plan is needed to be reviewed.

Planning Commission feedback is that there are too many unknowns and that the exact plan needs to be resubmitted including:

- Exact placement of the house.
- Exact basement ceiling height needs to be decided.
- Grading plan needs to be reviewed to address the drainage issues.

Public Comment

Kimberly Pons – 12323 N. Lake Shore Drive - she is the property owner to the south and she is very concerned about the proposed elevations and the potential runoff of water to her property.

Motion

Ald. Strzelczyk made a motion to table the item until an updated plan can be submitted. Commissioner Barnes seconded the motion.

A roll call vote was taken; vote passed (4-3) (No: Stoker, Gentges, Mayor Nerbun)

RESULT: TABLED [UNANIMOUS]
MOVER: Robert Strzelczyk, Alderman
SECONDER: Bruce Barnes, Alternate
AYES: Strzelczyk, Bach, Barnes, Hawley
DEEMED NO: Nerbun, Gentges, Stoker
ABSENT: Choren, Lemke, J. Schaefer, R. Schaefer

- c) Prodigy Lighting & Sign LLC for Exxon Mobil. The applicant is seeking minor request approval to allow for a sign waiver to allow for structures to be constructed around the gas pumps for the property located at 11210 N. Port Washington Road.

Planner Miller stated that this request includes painting the convenient store north and south elevations, existing convenient store canopies and installing decorative structures around the gas pumps. The proposed structures will be used for display of additional signage and there are no changes for the car wash and associated structures.

She explained that there are four types of red decorative structures proposed:

Type of Signage	Quantity of Signs
1. Wave	4 over 6 of the pumps
2. Blade	4
3. Koala Bear (3-sided and go along the canopy post)	6
4. Number Wedge	Attached to each canopy post

Each structure has multiple locations designated for signage. In total there are 62 new signage locations proposed, totaling 137 sq. ft. of new signage. Staff believes that the new signage and changes in canopy color will add visual interest to the site, however staff has concerns about the number of signage associated with the proposal, the color choice of the canopy (proposed as red) and lack of proposed changes to the car wash and associated structures (which are yellow). Staff recommends that the koala bear structure not be approved, and the signage be limited to:

- Wave: Two 1.84 sq. ft. logo areas on the top of each wave
- Blade: Two 1.84 sq. ft. logo area on the largest face of the blade.
- Number Wedge: each wedge may hold three “number” decals to indicate the fuel pump price.

She added that while the proposed color changes to the store canopies will match the proposed structures, staff believes that this may be too much red for the site. Therefore, staff recommends that it match the blue found in the Exxon Mobil logo and that the yellow car wash canopy be painted blue as well. In addition, staff recommends an easement along the west property line and corner of Mequon Road and Port Washington Road to allow for future streetscape improvements.

Planner Miller stated that staff has reviewed the staff conditions with the property owner, and they are in agreement with all the conditions.

It was noted that these changes have been made at the other Mobil in the city.

Motion

Commissioner Stoker made a motion to approve per staff recommendations.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Stoker, Commissioner
SECONDER:	Gregg Bach, Alternate
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Gentges, Hawley, Stoker
ABSENT:	Choren, Lemke, J. Schaefer, R. Schaefer

- d) East Brook Drive, LLC. The applicant is seeking rezoning recommendation approval to allow for a modification to the PUD to allow for 10 units instead of 8 units for the property located at Lot 2 behind 11649 N. Port Washington Road.

Asst. Dir. Zader stated that this is a request to rezone an existing PUD. This land was rezoned in 2018 to residential to allow up to 8 units, but that applicant did not go forward with the development. The current request is to increase the total number of units from 8 to 10 and these will be side-by-side units, which is more in keeping of the area. The density meets the code requirement for the district, and they meet all the conditions of the PUD. The applicant is requesting 15 feet between buildings which staff does support.

There are some issues surrounding the two access points and engineering is recommending shifting the driveway further south to keep it away from the median area. The access point at the entrance to Aster Woods may also be modified. Staff does recommend approval of the PUD amendment according to the conditions in the report.

The applicant, Tony Zanon from Pinnacle Engineering Group, stated that a curve was added on the straight away on Eastbrook Drive to help prevent drivers from going straight. The intent was to get south of the median. They will work with staff regarding a modified access point.

Public Comment

Bernie Benson – 1521 Eastbrook Drive – he is concerned about the flow of traffic in that area.

Stephanie Rothstein - 1556 W. Astor Woods Court – she is concerned that this development is not a rental community.

Motion

Commissioner Stoker made a motion to approve per staff recommendations.

Commissioner Gentges seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Stoker, Commissioner
SECONDER:	Dan Gentges, Commissioner
AYES:	Nerbun, Strzelczyk, Bach, Barnes, Gentges, Hawley, Stoker
ABSENT:	Choren, Lemke, J. Schaefer, R. Schaefer

4) Announcements

Reminder about the Foxtown tour on Wednesday, December 7th at 5:00 p.m.

The next meeting is Monday, December 12, 2022, at 6:00 p.m.

5) Adjourn

Motion

Commissioner Stoker made a motion to approve per staff recommendations.

Commissioner Gentges seconded the motion.

A voice vote was taken; vote passed (7-0)

Respectfully Submitted,

Jac Zader



11333 N. Cedarburg Rd
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www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: LAURIE MILLER, PLANNER
DATE: December 12, 2022
SUBJECT: Janet Halonen. The applicant is seeking conditional use grant approval to allow for an acupuncture and aesthetics for the property located at 11431 N. Port Washington Road, Suite 106A (AcuEsthetics).

Applicant:	Janet Halonen
Status of Applicant:	Agent
Requested:	Conditional Use Grant
Existing Use:	Multi-Tenant Office Building
Existing Zoning:	B-3 (Office and Service Business)
Land Use Plan:	Office
Lot size:	1.56 Acres
Location:	11431 N. Port Washington Road
Tax Key Number:	#15-019-13-006.00
District:	#5

Background:

The applicant requests a conditional use grant to operate AcuEsthetics in Suite 106A of the Galleria Offices located at 11431 N. Port Washington Road. The parcel is zoned B-3 which allows beauty aids and personal grooming services as a conditional use.

AcuEsthetics has been offering acupuncture and esthetic services in this location for approximately a year. Staff became aware of the business, and several others at the Galleria Offices, that were not in compliance with the zoning code during a business occupancy permit application review. The business owner, Ms. Janet Halonen, was unaware of the zoning requirements and has been pleasant and responsive to the City's request to resolve the matter.

AcuEsthetics operates five days a week (Monday, Tuesday, Wednesday, Friday, and Saturday) with varying hours between 9:00 AM to 6:30 PM. The business owner has stated that she sees approximately four clients per day and that there are no additional employees.

Site Plan:

No changes will occur to the site plan.

Conditional Use Grant:

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

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

All of the activities will take place within the building and will be monitored at all times by staff. The State of Wisconsin regulates licenses for acupuncturists and estheticians. The use should not have a negative impact on the public health, safety and general welfare.

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

The Land Use Plan designates the site as Office and Service Business. Surrounding properties are zoned R-4 (Single-Family Suburban Residential), IPS (Institutional and Public Service), B-2 (Community Business District) and B-3. The use is low intensity and is compatible with the many medical, financial, and professional service offices found in surrounding properties.

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

The proposed activities of the use will fit the character of the surrounding area. The proposed hours of operation are typically five days per week (Monday, Tuesday, Wednesday, Friday, and Saturday) with varying hours between 8:00 AM to 7:00 PM. On average, the business estimates that they assist four clients per day. Per parking code, the site requires one space per 200 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees. Staff calculated a total parking requirement of two stalls to accommodate one employee and 257 square foot office space. The multi-tenant building houses approximately 30 tenants. There are 53 parking spaces on site which are anticipated to be adequate for the multi-use building that has varying peak operations.

Site Compliance:

Staff conducted a site visit and found the site to be in compliance; however, staff anticipates that the parking lot pavement will need repair/replacement in the next three to five years.

Staff Recommendation:

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

- Staff review and approval of final floor plans prior to issuance of permits. The applicant shall submit such plan within 60 days of Planning Commission action or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.
- Hours of operation are Monday through Saturday, between 8:00 AM - 7:00 PM.
- Signage for the use shall comply with the sign code.

Attachments:

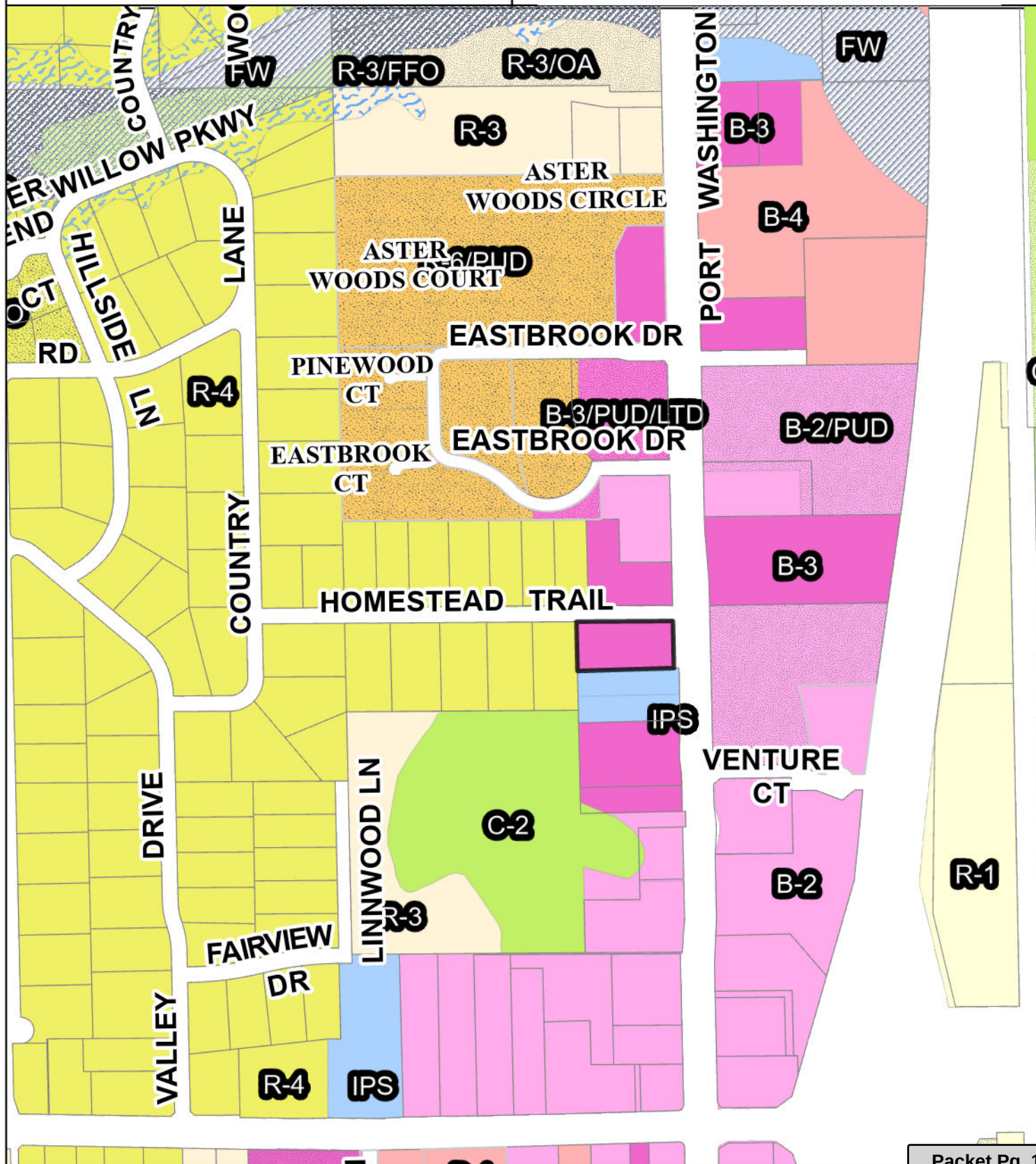
Packet Docs_Halonen (PDF)

JANET HALONEN - CONDITIONAL USE GRANT

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
NC	Neighborhood Commercial
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 Ac. Min.)
R-2B	Single-Family Residential (1.5 Ac. Min.)
R-3	Single-Family Residential (1 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



Attachment: Packet Docs_Halonen (7959 : Janet Halonen)

November 5th, 2022

Dear Planning Commission,

Thank you for giving me the opportunity to apply for a CUG. I'd like to start off with saying that I understand fully the importance and necessity of zoning and ordinances to a community. They are put in place to ensure the safety, welfare, and value of that community. Had I known a CUG was needed, I assure you I would have applied for one, or continued the search for an alternative location. I thought the occupancy permit I was issued fulfilled any requirements.

I have been a licensed acupuncturist for 16 years and as an aesthetician for 9 years. I hold a Master of Science in Oriental Medicine and a Bachelor of Science in Nutrition. My licenses are in good standing and I have never had any complaints. The services I provide are non-invasive and commonly found throughout communities.

When I first started out, I had the great fortune of working in the office of a group of physicians and was with them up until the end of November last year. I started in their practice doing acupuncture on some of their patients and slowly built up a practice of my own. The doctors were extremely supportive and generous with their knowledge, space, and resources. They helped me to succeed and I am forever grateful. Over the course of several years doing acupuncture, I decided to broaden my offerings with the inclusion of aesthetics. Aside from an abundance of pain, many of my acupuncture patients presented with a great deal of stress. With that in mind, I wanted to bring a service in that I personally found to be relaxing, and that was a facial. For those of you who have not had a facial, they are generally a multi-step process that typically involves a skin assessment, application of products and some form of massage or manual technique of the facial tissue. The hands and feet are often worked on too. People find the experience deeply relaxing. I also enjoy doing them as they give me a chance to focus on something other than pain.

Acupuncture still makes up the bulk of my practice, at around 80 percent. I typically will do two facials a week. The rest is acupuncture. I work by myself and have no staff. I work M, T, W, F and occasionally a few hours on a Saturday. I spend an average of 90 minutes with everyone that comes in. Many of the people are elderly and require a bit more patience and TLC. Depending on my schedule, I may start at 9:30, ending by 4:00. On some days I may start at 11:00, ending at 5:30, or 6:30. It really all depends on what is needed. As I am getting older myself, I have been trying to keep my schedule to seeing 4 people a day. On Thursdays I work as an acupuncturist at Outreach Medical Center. My services there are part of a research grant addressing chronic pain management. The goal is to reduce the patient's use of pain relievers and improve their quality of life.

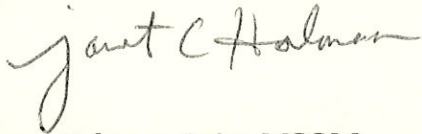
My office space is approximately 255 sq feet. I have included a diagram. My office is easily accessible for people coming to see me. The foot traffic I generate is minimal, as is the need for parking. By virtue of the what I do, I have to keep a sanitary environment, so my space is always clean.

I see people that live in Mequon, Cedarburg, Grafton, Port Washington, West Bend, Belgium, Saukville, Fredonia, the North Shore Communities, Bay View, and Greenfield. I'm sure I am missing a few others. When they come to see me, they also visit other businesses in the area. My business is good for other businesses.

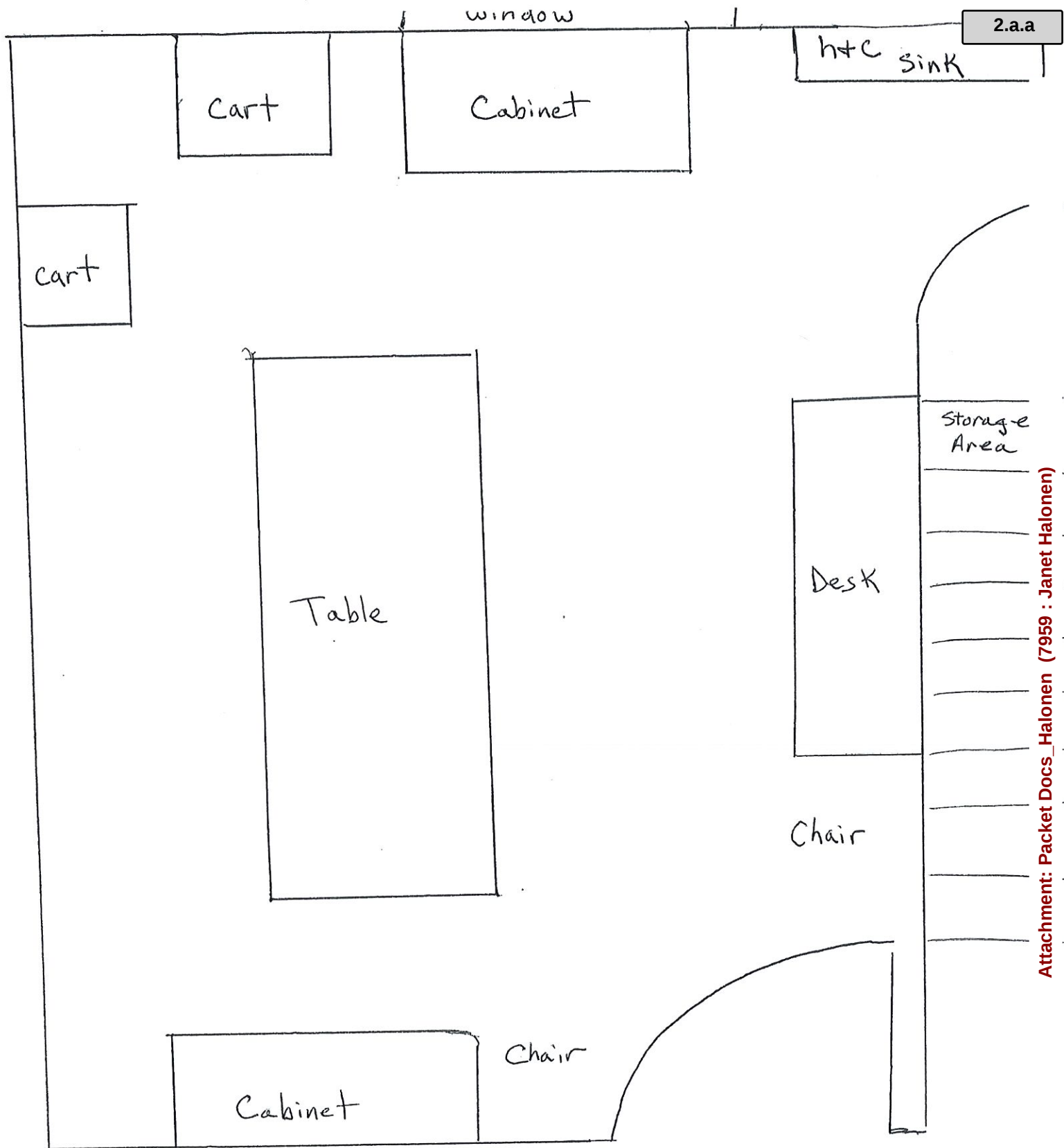
I believe communities are judged by the enrichment they bring to a person's life. By having businesses like mine serving the local community and beyond, I feel that I contribute to that. It is with that I am asking for an approval of a CUG from the Planning Commission.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Janet C. Halonen". The signature is written in dark ink and is positioned above the printed name.

Janet Halonen, L.Ac, MSOM



Attachment: Packet Docs_Halonen (7959 : Janet Halonen)

11431 N. Port Washington Road
Suite 106A

		2.a.a
CONDITIONAL USE GRANT Articles of Agreement made and entered into this 12th day of December, 2022 by and between Mikkelson Builders, owners of the property located at 11431 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 19, Range 22 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 <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>beauty aids and personal grooming services (AcuEsthetics)</u>. GRANTED by action of the Planning Commission of the City of Mequon this 12th day of December 2022. _____ Andrew Nerbun, Mayor, Planning Commission Chairperson Acknowledgment: STATE OF WISCONSIN))SS OZAUKEE COUNTY) Personally came before me, this ____ day of _____, 2022, the above named _____, Mayor, to me known to be the person who executed the foregoing instrument and acknowledged the same. _____ Notary Public, Ozaukee County, Wisconsin My Commission (expires) _____ _____ Planning Commission Secretary Acknowledgment: STATE OF WISCONSIN))SS OZAUKEE COUNTY) Personally came before me, this ____ day of _____, 2022, the above named _____, Planning Commission Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same. _____ Notary Public, Ozaukee County, Wisconsin My Commission (expires) _____		RETURN TO: City of Mequon 11333 North Cedarburg Road 60W Mequon, WI 53092 PARCEL NO.: 15-019-13-006.00

Attachment: Packet Docs_Halonen (7959 : Janet Halonen)

Conditional Use Grant

The **CONDITIONS** of this Grant are:

1. This grant shall become effective upon the execution and recording by the owners and operators of the Premises of an acceptance hereof in such form as to constitute an effective covenant running with the land.
2. This grant shall expire and become void unless, pursuant to the building and zoning codes of the City, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of Planning Commission approval noted above, or actual construction is commenced within twelve (12) months of the date on which the building permit was issued.
3. This grant is subject to amendment and termination in accordance with the provisions of the Zoning Code of this municipality.
4. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant and annexed hereto.
5. Any of the conditions of this Grant which would normally be the responsibility of tenants of the Premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.
6. This grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.
7. The Grantee and its successors in interest shall hold the City of Mequon harmless from any claims or losses to the City or its residents including reasonable attorney fees arising from or related to use of the facilities.
8. Any change to the approved use or change to the building or site plan will require an amendment to the Conditional Use. Minor changes to the building and site plan shall be approved by the Department of Community Development.
9. Conditions on the Operations:
 - a. Hours of operation: Monday through Saturday, between 8:00 AM and 7:00 PM
 - b. Performance standards relating to parking, noise, vibration, odor, smoke, dust, and light: As per City ordinance and as further designated under letter (e.) below.
 - c. Water supply requirements: Public
 - d. Provisions for sewage disposal: Public
 - e. Other:
 - If the conditional use shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or if material problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten health or safety or to become a nuisance condition, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, or in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
 - If, despite efforts to prescribe conditions which render the conditional use harmonious in the surrounding neighborhood, problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten the peace and enjoyment of neighboring properties, or shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or shall threaten health or safety, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, and in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.
10. Conditions of the structures:
 - a. Site Plan: per original site plan
 - b. Landscaping Plan: per approved plan
 - c. Elevations: N/A
 - d. Sign: As on file with Community Development Department, City of Mequon
 - e. Floor Plan: Exhibit A
 - f. Exterior lighting of the site and building: As on file with Community Development Department, City of Mequon
 - g. Fence / Wall / Dumpster plan details: As on file with Community Development Department, City of Mequon
 - h. The building shall comply with the building code.
11. Conditions on the site:

Conditional Use Grant

- a. Street access (number, location, design): Per original site plan.
- b. Off-Street Parking (location and design including screening thereof): Per original site plan.
- c. Outside storage of materials, products, or refuse (location and screening thereof): Per original site plan.
- d. Parking, exterior lighting of the site, location design and power: Per original site plan.
- e. Other:
 - 1. Staff review and approval of final floor plans prior to issuance of permits. The applicant shall submit such plan within 60 days of Planning Commission action or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.
 - 2. Hours of operation are Monday through Saturday, between 8:00 AM and 7:00 PM.
 - 3. Signage for the use shall comply with the sign code.

Owner

Acknowledgment:

STATE OF WISCONSIN)SS
OZAUKEE COUNTY)
Personally came before me, this ____ day of _____, 2022, the above named _____, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin

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

Attachment: Packet Docs_Halonen (7959 : Janet Halonen)



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

www.ci.mequon.wi.us

Department of Community Development

TO: Planning Commission
FROM: LAURIE MILLER, PLANNER
DATE: December 12, 2022
SUBJECT: Allen J. Schneider for Kellner Highland Property, LLC. The applicant is seeking certified survey map to allow for a 4- lot land division for the property located at 3550 W. Highland Road.

Applicant: Allen J. Schneider
Status of Applicant: Agent
Requested: CSM_ Reconfiguration of existing parcel lines for four lots
Existing Zoning: R-1 (Single-Family Rural Residential)
OA (Agricultural Overlay)
Land Use Plan: Residential 5 Acre Minimum
Lot size: 167.13 Acres
Location: 4550 W. Highland Road
Tax Key Number: #14-011-09-009.00
District: #1

Background:

The applicant is requesting approval for a reconfiguration of parcel lines for four lots located at 4550 W Highland Road. The Planning Commission approved the land division to create the four lots on December 13, 2021. A portion of the parent lot was intended to be donated to the Ozaukee Washington Land Trust and was excluded at the time of the 2021 land division. The applicant is reconfiguring the lots to recapture this excluded area and make minor adjustments to the other parcel lines.

	Original Configuration (acres)	Proposed Configuration (Acres)
Lot 1	5.67	11.67
Lot 2	64.58	64.58
Lot 3	19.64	20.00
Lot 4	71.24	70.89

Zoning District Standards and Site Conditions:

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

Site Conditions:

All proposed lots are vacant. The exiting pond is shown on Lot 4 and an existing ingress and egress and utility easement on proposed Lot 2 and Lot 4. The lots are subject to compliance with the Tree Preservation Ordinance.

Engineering Report:

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

The existing right-of-way along Highland Road is the width of the ultimate right-of-way, therefore no right-of-way dedication is required.

Access points are shown through ingress and egress easements for all lots. Applicant shall provide ingress and egress easement documents for all created lots using the easements. Easement documents are subject to review by the City attorney. All access points shall conform to the street access ordinance.

Wetlands are present on site and are shown on the CSM with protective areas. A wetland delineation report with concurrence by the Wisconsin Department of Natural Resources (DNR) is required. The indicated delineation by Stantec from October 2018 and concurred by the DNR in December 2018 must be provided. A wetland is present on Lot 1 and 2 but the limits are not defined by a delineation. Delineation and WDNR concurrence is required prior to CSM recording.

The site is located outside the City's sewer service area. A soil evaluation report for the usage of septic or mound systems is required prior to recording. Per Ordinance 58-632 (d) No parcel of land may be divided where public sanitary sewer is unavailable or where soil conditions preclude the installation of approved septic or mound systems unless the divided parcel(s) are deed restricted to uses which do not require a sewage disposal facility.

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

Other Technical Corrections:

Engineering will provide a full technical review of the CSM upon Planning Commission approval.

Staff Recommendation:

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

1. The applicant shall make any technical corrections to the final CSM.
2. Compliance with the Tree Preservation Ordinance.
3. No certified survey map shall be offered for recording or recorded after 180 days from the date of approval by the Planning Commission.
4. Provide all used ingress and egress easements benefitting lots created by the CSM. Easement documents are subject to review by the City attorney.
5. The applicant shall submit a wetland delineation report with concurrence by the DNR. The wetland excluded from the 2018 report shall be included in a report and concurred on by the DNR.

6. Applicant shall provide soil boring information and evaluation that soil conditions allow for usage of septic or mound systems unless parcel deeds restricted to uses which do not require a sewage disposal facility prior to recording.
7. For home/driveway construction that exceeds 5,000 square feet of impervious area, each individual lot will be required to provide green infrastructure meeting MMSD requirements. Alternatively, the developer could plan for a regional stormwater facility that meets City ordinances and MMSD Chapter 13.
8. For home/driveway construction which triggers the MMSD requirement for green infrastructure, each property owner will also be required to provide a stormwater maintenance and easement agreement for the green infrastructure. If a regional stormwater facility is proposed, the developer would be required to provide a stormwater maintenance and easement agreement. Both require drainage financial guarantees.
9. The applicant shall submit an electronic file for the proposed certified survey map in a format compatible with AutoCAD 2015 dwg or dxf in Wisconsin State Plane Coordinate system. South Zone (NAD 83).

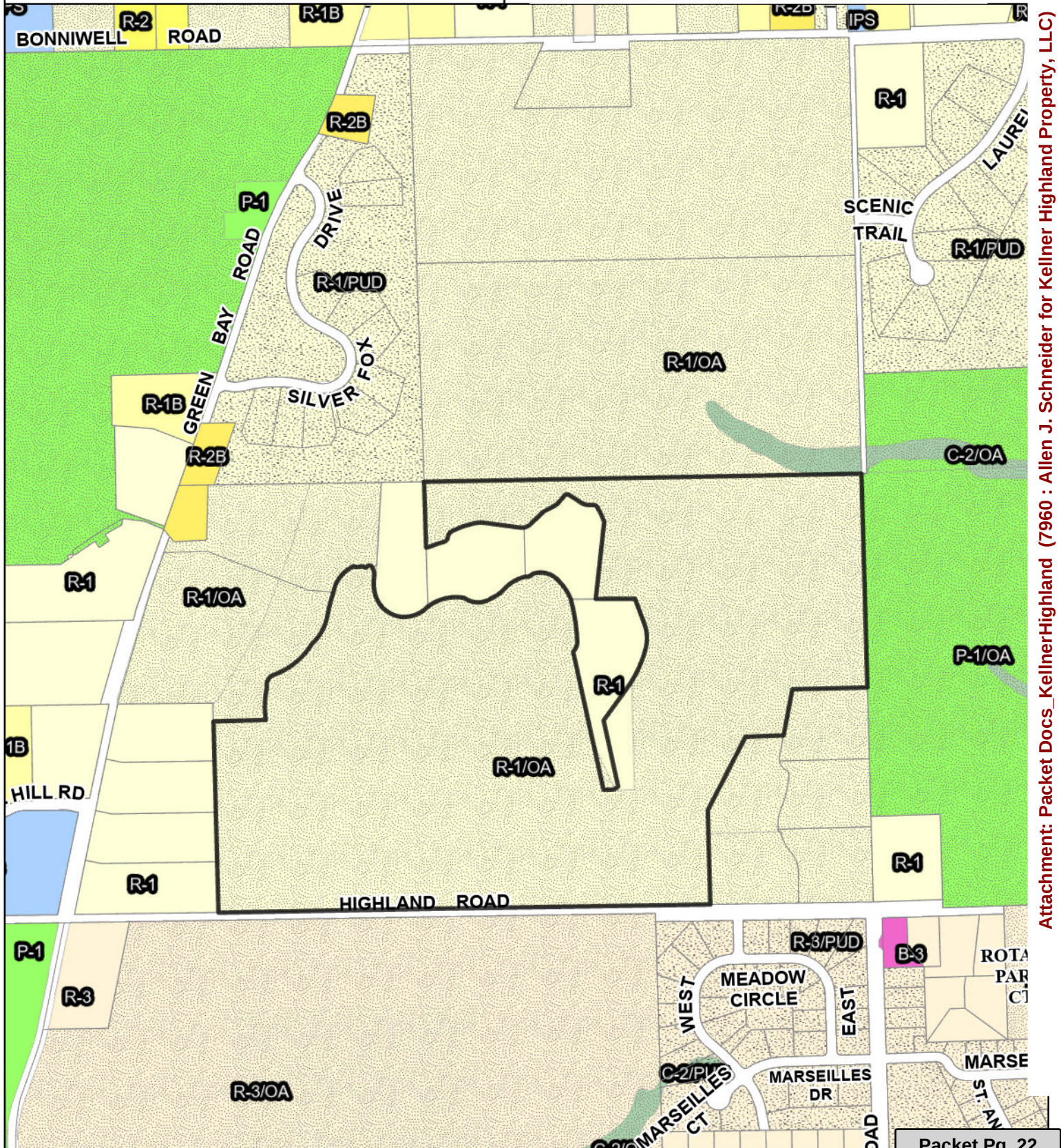
Attachments:

Packet Docs_KellnerHighland (PDF)

KELLNER HIGHLAND PROPERTY, LLC - CERTIFIED SURVEY MAP

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

3.a.a

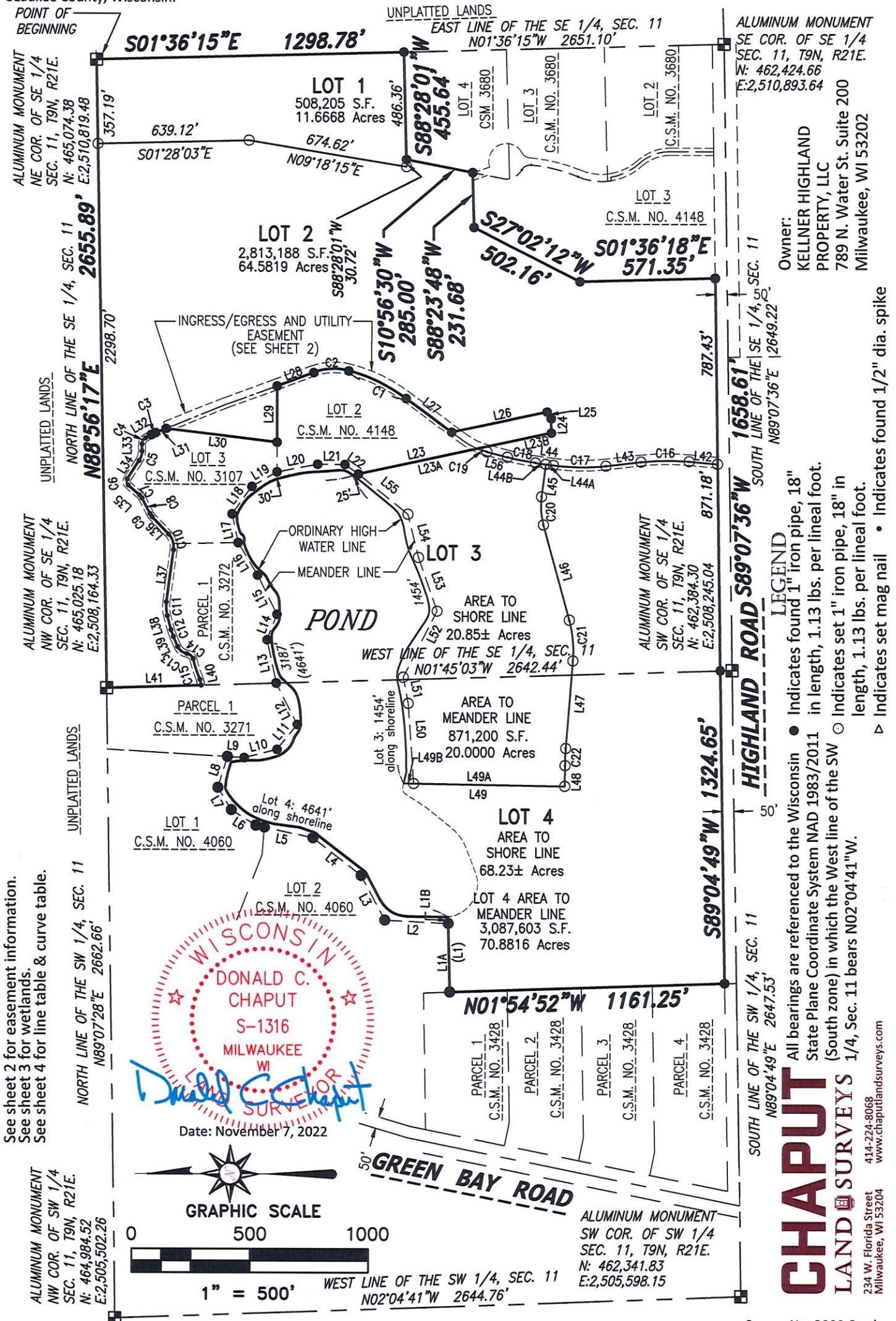


Attachment: Packet Docs_KellnerHighland (7960 : Allen J. Schneider for Kellner Highland Property, LLC)

We are submitting a Certified Survey Map for consideration by the plan commission due to the two factors. The time frame for recording the map has expired since we submitted a CSM for approval last December. We have revised the overall limits of the CSM to include the land at the northeast corner of the property. It was previously being considered as donation/acquisition by the Ozaukee Washington Land Trust. That will not now happen to we had included the land in thee map submitted here.

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 4148, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 all in Section 11, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

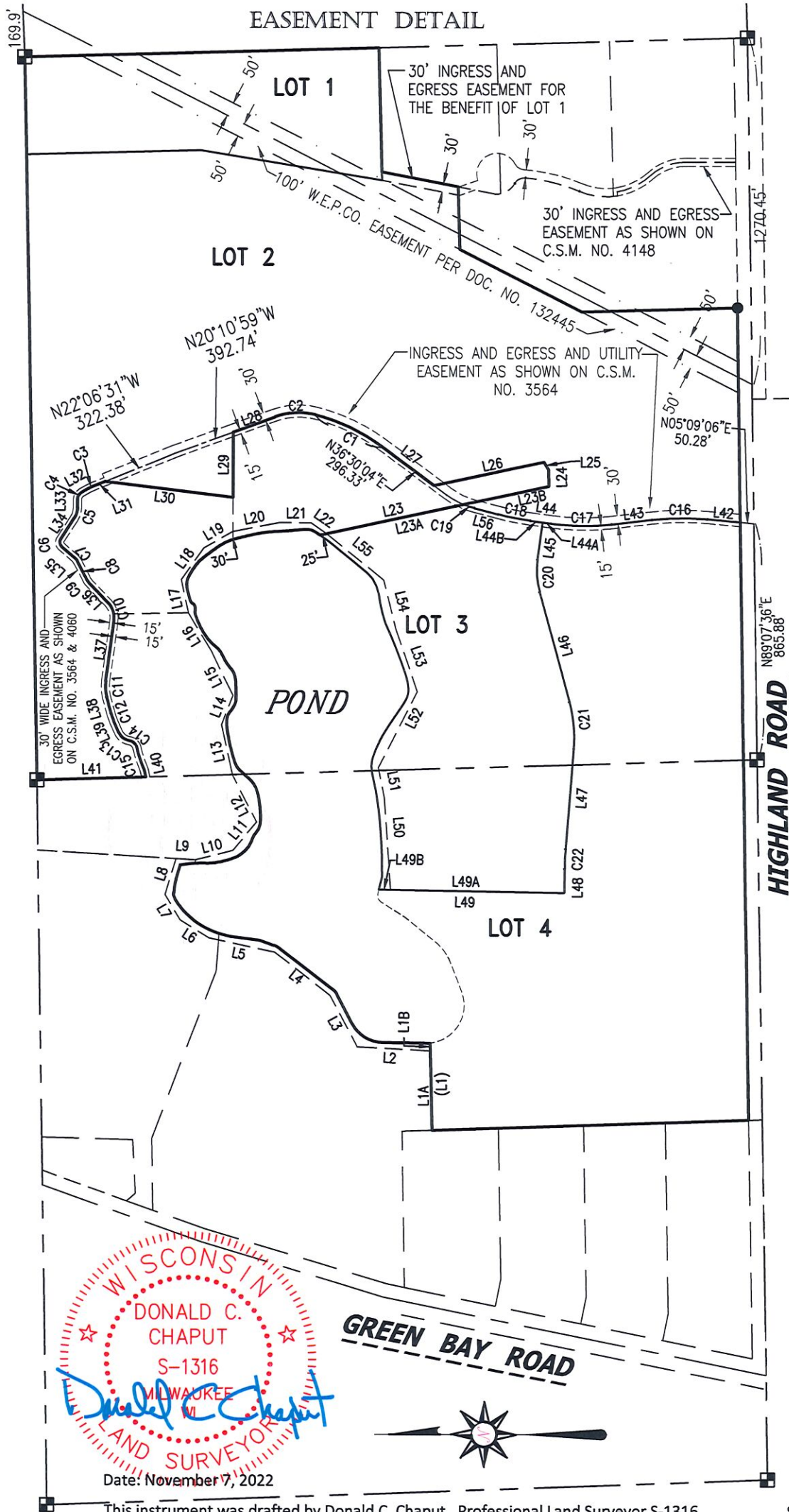


This instrument was drafted by Donald C. Chaput, Professional Land Surveyor S-1316

Survey No. 3000-3-grb
Sheet 1 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

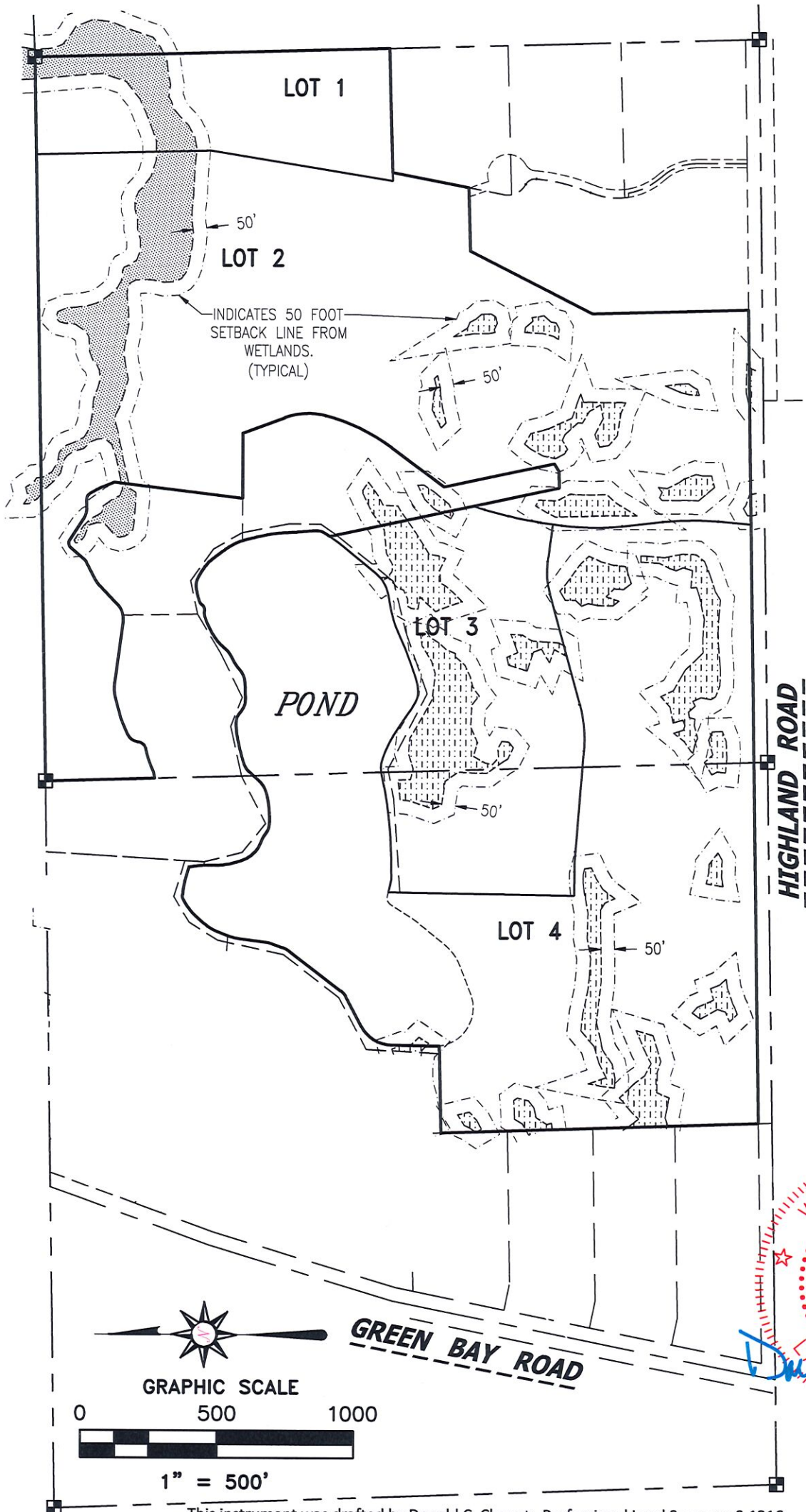
Lot 1 of Certified Survey Map No. 4148, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 all in Section 11, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.



Attachment: Packet Docs_KellnerHighland (7960 : Allen J. Schneider for Kellner Highland Property, LLC)

CERTIFIED SURVEY MAP NO.

Lot 1 of Certified Survey Map No. 4148, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 all in Section 11, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

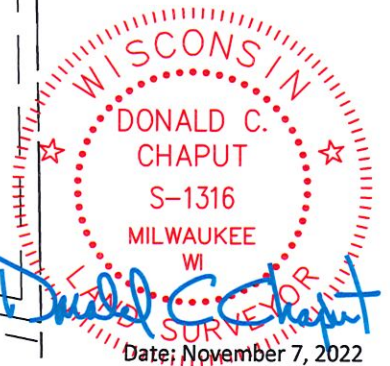


Indicates wetlands per Wisconsin Department of Natural Resources Wetlands Inventory Mapping.

Indicates wetlands delineated by Stantec - October 2018 with WDNR concurrence by letter dated December 6, 2018.

CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com



This instrument was drafted by Donald C. Chaput, Professional Land Surveyor S-1316

Sheet 3 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

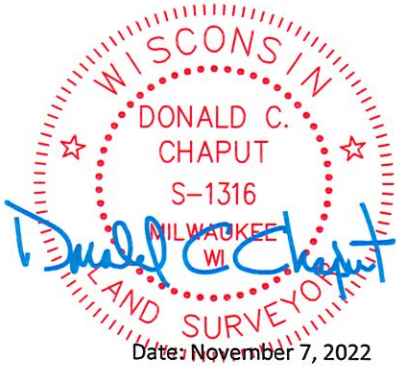
Lot 1 of Certified Survey Map No. 4148, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 all in Section 11, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

LINE TABLE

LINE	BEARING	DIST.
L1	N88°35'01"E	318.02'
L1A	N88°35'01"E	290.92'
L1B	N88°35'01"E	27.10'
L2	N03°00'00"E	268.04'
L3	N62°00'00"E	213.00'
L4	N38°00'00"E	259.00'
L5	N12°00'00"E	246.54'
L6	N32°00'00"E	123.24'
L7	N59°00'00"E	109.55'
L8	S73°00'00"E	137.69'
L9	S03°20'21"W	70.54'
L10	S14°04'19"E	143.26'
L11	S50°58'38"E	135.83'
L12	N62°50'09"E	196.09'
L13	N77°44'15"E	186.22'
L14	S68°49'42"E	114.85'
L15	N63°44'31"E	184.92'
L16	N59°03'04"E	160.54'
L17	N77°59'40"E	124.04'
L18	S54°23'06"E	142.79'
L19	S30°08'02"E	122.54'
L20	S10°51'16"E	174.71'
L21	S00°25'02"W	115.17'
L22	S34°30'55"W	69.96'
L23	S12°10'24"E	833.05'
L23A	S12°10'24"E	513.69'
L23B	S12°10'24"E	319.36'
L24	N89°07'37"E	61.54'
L25	N58°13'16"E	32.60'
L26	N12°10'24"W	412.26'
L27	N36°30'04"E	239.44'
L28	N20°10'59"W	164.31'
L29	WEST	238.50'
L30	N06°54'31"E	471.35'
L31	N22°06'31"W	48.73'
L32	N29°44'15"W	27.84'
L33	N89°34'31"W	30.12'
L34	N57°07'52"W	91.55'
L35	S40°55'42"W	62.88'
L36	S46°23'59"W	101.13'
L37	N82°15'05"W	222.53'
L38	S75°00'53"W	60.85'
L39	S66°16'31"W	45.87'
L40	S77°05'55"W	24.59'
L41	N01°45'03"W	399.70'
L42	N05°09'06"E	120.60'
L43	N06°30'21"W	149.24'
L44	N07°39'33"E	76.32'
L44A	N07°39'33"E	31.49'
L44B	N07°39'33"E	44.83'
L45	N82°20'27"W	137.89'
L46	S74°42'54"W	417.60'
L47	N85°26'20"W	370.12'
L48	N89°37'52"W	88.07'
L49	N00°53'30"E	680.6'
L49A	N00°53'30"E	638.12'
L49B	N00°53'30"E	42.5'
L50	N86°00'00"E	339.91'
L51	N79°00'00"E	112.25'
L52	S63°00'00"E	312.43'
L53	N71°00'00"E	240.76'
L54	N76°00'00"E	188.31'
L55	N39°00'00"E	268.79'
L56	N14°34'10"E	89.81'

CURVE DATA

CURVE	ARC	RADIUS	CH. BEARING	CHORD	DELTA
C1	270.32'	700.00'	N25°26'17.5"E	268.64'	22°07'33"
C2	150.79'	250.00'	N02°54'14"W	148.51'	34°33'30"
C3	19.97'	150.00'	N25°55'23"W	19.96'	7°37'44"
C4	31.33'	30.00'	N59°39'23"W	29.93'	59°50'16"
C5	42.47'	75.00'	N73°21'11.5"W	41.90'	32°26'39"
C6	28.60'	20.00'	S81°53'55"W	26.23'	81°56'26"
C7	17.11'	50.00'	S50°43'52"W	17.03'	19°36'20"
C8	74.35'	1000.00'	S62°39'49.5"W	74.33'	4°15'35"
C9	16.05'	50.00'	S55°35'48"W	15.98'	18°23'38"
C10	71.70'	80.00'	S72°04'27"W	69.32'	51°20'56"
C11	59.52'	150.00'	S86°22'54"W	59.13'	22°44'02"
C12	30.51'	200.00'	S70°38'42"W	30.48'	8°44'22"
C13	50.71'	50.00'	S37°13'13.5"W	48.56'	58°06'35"
C14	35.63'	35.00'	S37°19'59.5"W	34.12'	58°20'07"
C15	92.48'	500.00'	S71°47'59"W	92.35'	10°35'52"
C16	203.46'	1000.00'	N00°40'37.5"W	203.11'	11°39'27"
C17	222.50'	900.00'	N00°34'36"E	221.94'	14°09'54"
C18	120.61'	1000.00'	N11°06'51.5"E	120.53'	6°54'37"
C19	42.02'	300.00'	N18°34'54"E	41.98'	8°01'28"
C20	120.14'	300.00'	S86°11'13.5"W	119.33'	22°56'39"
C21	173.19'	500.00'	S84°38'17.5"W	172.33'	19°50'47"
C22	73.17'	1000.00'	N87°32'06"W	73.15'	4°11'32"



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234 W. Florida Street
Milwaukee, WI 53204
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Attachment: Packet Docs_KellnerHighland (7960 : Allen J. Schneider for Kellner Highland Property, LLC)

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 4148, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 all in Section 11, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) :SS
COUNTY OF OZAUKEE)

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped Lot 1 of Certified Survey Map No. 4148, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 all in Section 11, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of said Section 11, thence South 01°36'15" East along the East line of the Southeast 1/4 of said Section 1298.78 feet to a point on the North line of Certified Survey Map No. 3680 feet; thence South 88°28'01" West along said North line 455.64 feet to a point on the West line of said map; thence South 10°56'30" West along said West line 285.00 feet to a point on the North line of Lot 3 of Certified Survey Map No. 4148; thence South 88°23'48" West along said North line 231.68 feet to a point on the West line of said map; thence South 27°02'12" West along said West line 502.16 feet to a point; thence South 01°36'18" East along said West line 571.35 feet to a point; to a point on the North line of Highland Road; thence South 89°07'36" West along said North line 1658.61 feet to a point; thence South 89°04'49" West along said North line 1324.65 feet to a point on the East line of Certified Survey Map No. 3248; thence North 01°54'52" West along said East line 1161.25 feet to a point on the South line of Certified Survey Map No. 4060; thence North 88°35'01" East along said South line 290.92 feet to a point on a meander corner, being 27 feet more or less South 88°35'01" West from the shore of the pond; thence North 03°00'00" East 268.04 feet along said meander line to a point; thence North 62°00'00" East 213.00 feet along said meander line to a point; thence North 38°00'00" East 259.00 feet along said meander line to a point; thence North 12°00'00" East 246.54 feet along said meander line to a point; thence North 32°00'00" East 123.24 feet along said meander line to a point; thence North 59°00'00" East 109.55 feet along said meander line to a point; thence South 73°00'00" East 137.69 feet along said meander line to a point; thence South 03°20'21" West 70.54 feet along said meander line to a point; thence South 14°04'19" East 143.26 feet along said meander line to a point; thence South 50°58'38" East 135.83 feet along said meander line to a point; thence North 62°50'09" East 196.09 feet along said meander line to a point; thence North 77°44'15" East along said meander line 186.22 feet to a point; thence South 68°49'42" East along said meander line 114.85 feet to a point; thence North 63°44'31" East along said meander line 184.92 feet to a point; thence North 59°03'04" East along said meander line 160.54 feet to a point; thence North 77°59'40" East along said meander line 124.04 feet to a point; thence South 54°23'06" East along said meander line 142.79 feet to a point; thence South 30°08'02" East along said meander line 122.54 feet to a point; thence South 10°51'16" East along said meander line 174.71 feet to a point; thence South 00°25'02" West along said meander line 115.17 feet to a point; thence South 34°30'55" West along said meander line 69.96 feet to a point on the West line of Lot 2 of Certified Survey Map No. 4148, said point being 25 feet more or less South 12°10'24" East from the shore of the pond; thence South 12°10'24" East along said West line 833.05 feet to a point on the South line of said map; thence North 89°07'37" East along said South line 61.54 feet to a point; thence North 58°13'16" East along said South line 32.60 feet to a point on the East line of said map; thence North 12°10'24" West along said East line 412.26 feet to a point; thence North 36°30'04" East along said East line 239.44 feet to a point; thence Northeasterly 270.32 feet along said East line and arc of a curve, whose center lies to the Northwest, whose radius is 700.00 feet and whose chord bears North 25°26'17.5" East 268.64 feet to a point of compound curve; thence Northeasterly 150.79 feet along said East line and arc of a curve, whose center lies to the West, whose radius is 250.00 feet and whose chord bears North 02°54'14" West 148.51 feet to a point; thence North 20°10'59" West along said East line 164.31 feet to a point on the North line of said map; thence West along said North line 238.50 feet to a point on the East line of Lot 3 of Certified Survey Map No. 3107; thence North 06°54'31" East along said East line 471.35 feet to a point on the North line of said map; thence North 22°06'31" West along said North line 48.73 feet to a point; thence Northwesterly 19.97 feet along said North line and arc of a curve, whose center lies to the West, whose radius is 150.00 feet and whose chord bears North 25°55'23" West 19.96 feet to a point; thence North 29°44'15" West along said North line 27.84 feet to a point; thence Northwesterly 31.33 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 30.00 feet and whose chord bears North 59°39'23" West 29.93 feet to a point; thence North 89°34'31" West along said North line 30.12 feet to a point; thence Northwesterly 42.47 feet along said North line and arc of a curve, whose center lies to the North, whose radius is 75.00 feet and whose chord bears North 73°21'11.5" West 41.90 feet to a point; thence North 57°07'52" West along said North line 91.55 feet to a point; thence Southwesterly 28.60 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 20.00 feet and whose chord bears South 81°53'55" West 26.23 feet to a point; thence South 40°55'42" West along said North line 62.88 feet to a point; thence Southwesterly 17.11 feet along said North line and arc of a curve, whose center lies to the Northwest, whose radius is 50.00 feet and whose chord bears South 50°43'52" West 17.03 feet to a point of compound curve; thence Northeasterly 74.35 feet along said North line and arc of a curve, whose center lies to the Northwest, whose radius is 1000.00 feet and whose chord bears South 62°39'49.5" West 74.33 feet to a point of reverse curve; thence Southwesterly 16.05 feet along said North line and arc of a curve, whose center lies to the Southeast, whose radius is 50.00 feet and whose chord bears South 55°35'48" West 15.98 feet to a point; thence South 46°23'59" West along said North line 101.13 feet to a point; thence Southwesterly 71.70 feet along said North line and arc of a curve, whose center lies to the Northwest, whose radius is 80.00 feet and whose chord bears South 72°04'27" West 69.32 feet to a point; thence North 82°15'05" West along said North line 222.53 feet to a point; thence Southwesterly 59.52 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 150.00 feet and whose chord bears South 86°22'54" West 59.13 feet to a point; thence South 75°00'53" West along said North line 60.85 feet to a point; thence Southwesterly 30.51 feet along said North line and arc of a curve, whose center lies to the South, whose radius is 200.00 feet and whose chord bears South 70°38'42" West 30.48 feet to a point; thence South 66°16'31" West along said North line 45.87 feet to a point; thence Southwesterly 50.71 feet along said North line and arc of a curve, whose center lies to the Southeast, whose radius is 50.00 feet and whose chord bears South 37°13'13.5" West 48.56 feet to a point of reverse curve; thence Southwesterly 35.63 feet along said North line and arc of a curve, whose center lies to the Northwest, whose radius is 35.00 feet and whose chord bears South 37°19'59.5" West 34.12 feet to a point of reverse curve; thence Southwesterly 92.48 feet along said North line and arc of a curve, whose center lies to the Southeast, whose radius is 500.00 feet and whose chord bears South 71°47'59" West 92.35 feet to a point; thence South 77°05'55" West along said North line 24.59 feet to a point on the West line of said Lot 3; thence North 01°45'03" West along said East line 399.70 feet to a point on the North line of the Southeast 1/4 of Section 11; thence North 88°56'17" East along said North line 2655.89 feet to the point of beginning. Excepting therefrom all land lying between the above mentioned meander line and the ordinary high water line.

Said lands as described contains 7,201,895± S.F. or 165.34± Acres to the shoreline.

THAT I have made the survey, land division and map by the direction of KELLNER HIGHLAND PROPERTY, LLC, owner.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.
THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, and the City of Mequon Code in surveying, dividing and mapping the same.

CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput, Professional Land Surveyor S-1316

WISCONSIN

DONALD C. CHAPUT

S-1316

MILWAUKEE WI

LAND SURVEYOR

Donald C. Chaput

DONALD C. CHAPUT

PROFESSIONAL LAND SURVEYOR S-1316

Date: November 7, 2022



Attachment: Packet Docs_KellnerHighland (7960 : Allen J. Schneider for Kellner Highland Property, LLC)

CERTIFIED SURVEY MAP NO. _____

Lot 1 of Certified Survey Map No. 4148, being a part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 all in Section 11, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

KELLNER HIGHLAND PROPERTY, LLC, a Limited Liability Company, duly organized and existing under and by the virtue of the laws of the State of Wisconsin as owner, by its members, certifies that KELLNER HIGHLAND PROPERTY, LLC is the owner of the lands shown heron and further certifies that said Limited Liability Company caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the City of Mequon ordinance regulating the platting of land and the Ozaukee County ordinance regulating the platting of land, and Chapter 236.34 of the Wisconsin Statutes.

IN Witness whereof KELLNER HIGHLAND PROPERTY, LLC has caused these presents to be signed by TED D. KELLNER, MEMBER this _____ day of _____, 202__.

KELLNER HIGHLAND PROPERTY, LLC
By: TED D. KELLNER, MEMBER
4500 West Highland Road, Mequon, WI

STATE OF WISCONSIN}
:SS
COUNTY}

Personally came before me this ____ day of _____, 202__, the above named TED D. KELLNER, member for KELLNER HIGHLAND PROPERTY, LLC known as the person who executed the foregoing instrument as such officers, by its authority.

Notary Public, State of Wisconsin
My commission expires. _____
My commission is permanent.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Mequon on this ____ day of _____, 202__.

JOHN WIRTH, CHAIRPERSON

SECRETARY

CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com



Date: November 7, 2022



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: December 12, 2022
SUBJECT: Torrey Drive, LLC for Carol Wiensch. The applicant is seeking development agreement, preliminary plat and fill permit for 12,000 C.Y. approval to allow for a 11-lot subdivision for the property located at 10766 Torrey Drive.

Applicant:	Torrey Ln, LLC
Status of Applicant:	Owner
Requested:	Preliminary Plat Development Agreement Fill Permit
Existing Zoning:	R-3 (1-Acre Minimum) PUD (Planned Unit Development)
Lot size:	11.27 Acres
Location:	10766 N. Torrey Drive
Tax Key Number:	#14-025-09-001.00
District:	#6

Background:

The applicant requests preliminary plat and development agreement for an 11-lot subdivision development on 11.27 acres of land located 10766 N Torrey Drive. The Planned Unit Development (PUD) rezoning was approved by Planning Commission on July 25, 2022, and by the Common Council on September 13, 2022 (see Ord.#2022-1628).

Preliminary Plat:

The attached preliminary plat for the proposed 11-lot development is consistent with concept plan approved as part of the PUD. Lots range in size from .64 acres to .91 acres with an average size of .70 acres. There is a 2.44-acre outlot surrounding the property which includes wetlands, storm water ponds and a pedestrian path that connects with Fairway Circle.

Development Agreement:

Please see attached draft development agreement authored by Planning and Engineering staff to address the necessary improvements for the development. The development agreement provides the opportunity to construct two (2) model dwellings prior to final plat approval with the understanding that the units can't be sold, or title transferred until the associated plat is recorded.

Specimen Trees:

The City Forester, Mike Gies, walked the site to at the time of the rezoning and specimen trees that are located on Lot 3 and in the proposed outlot. The applicant is not requesting removal of

any of the specimen trees. The City Forester is recommending tree protection measures be installed around all specimen trees prior to construction activities taking place.

Engineering Report:

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

Access is provided through North Torrey Drive. Right-of-way dedication of 60 feet is shown on the preliminary plat. The cul-de-sac radius is shown at 75 feet which adheres to the Mequon Standard Specifications for Land Development. A proposed bike path is shown on the south edge of the property to connect with North Fairway Circle.

Wetlands are present on-site. A wetland delineation report and concurrence by the WDNR shall be provided. Wetland protective areas shall be shown on the plat. No wetland disturbance shall occur unless permitted by WDNR. Wetland 3, 4, and 5 are proposed to be partially filled. Evidence of WDNR permits is required. Location of berm on NE corner of property will be reviewed in relation to the wetland fill permit.

The site is located within the City's sewer service area and connection to the public sewer utility is required. Water connection shall conform to the Mequon Water Utility Water Connection Policy. Water main must extend through the property per the Water Connection Policy to the east property line adjacent to the North Fairway Circle right-of-way unless an application for exemption is made and approved by the Mequon Water Utility Commission.

The site proposes an increase in impervious surface in excess of one-half acre and site disturbance of greater than an acre and therefore requires a stormwater management plan (SWMP). The proposed site will be required to provide stormwater management to meet the current City of Mequon, WDNR and MMSD criteria. The stormwater management improvements are subject to a drainage financial guarantee per Sec. 58-677(b) of City ordinance. Additionally, a stormwater maintenance and easement agreement will be required. The stormwater management facilities are subject to certification in accordance with Sec. 58-677 and 58-678 of City ordinance. A memo was submitted with the application summarizing the proposed facilities capability to meet all requirements. The full report shall be submitted and is subject to review and approval by City of Mequon, WDNR, and MMSD.

A Filling and Excavation permit is required. The total amount of filling and excavation is anticipated to be 12,000 cubic yards. A haul route and bond are required to be submitted with the fill permit application. The haul route and haul route bond are intended to protect City streets from the increase in the amount of hauled material. The haul route should feasibly reduce the distance travelled on City streets.

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

Staff Recommendation:

Staff recommends approval of the preliminary plat, development agreement, and fill permit subject to the following condition(s):

1. Common Council approval of the Development Agreement.

2. Tree protection measures shall be installed prior to construction in accordance with the City Forester's recommendation.
3. All existing wetlands shall be contained in the outlot.
4. The development shall comply with preliminary plat, development agreement, and final plat requirements.
5. All buildings shall maintain a minimum building setback of 30' from the public road right-of-way and a minimum 20' offset from the side and rear property lines. Offsets to wetlands as established by the Department of Natural Resources (DNR).
6. Street trees are subject to the approval of the Tree Board and Planning Commission.
7. Street lighting, if proposed, is subject to the approval of the planning staff.
8. Entryway signage and landscaping is subject to the approval of the Planning Staff.
9. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures", unless deviations are approved by the Planning Commission, and are subject to the Architectural Review Board approval.
10. Final legal documents are subject to City Attorney review and approval prior to recording of final plat.
11. Final staff technical review and approval of the plat. The applicant shall make any technical corrections to the final plat.
12. Engineering Division review and approval of the individual grading, drainage and storm water management plan, erosion control, water distribution and sanitary sewer plans in conformance to City ordinances and the SSLD.
13. The applicant shall submit a wetland delineation report with concurrence by the DNR.
14. The applicant shall provide DNR/ACOE approvals for wetland disturbance and fill.
15. Water main extension shall conform to the Mequon Water Utility Water Connection Policy.
16. Connection to sanitary sewer.
17. Submittal of an updated sanitary sewer flow allocation document subject to MMSD review.
18. Approval of a storm water management plan for the site in conformance to City ordinances and MMSD Chapter 13, including execution of a Storm Water Management Maintenance and Easement Agreement with maintenance provisions for all proposed Best Management Practices (BMPs). Where applicable, the agreement should include maintenance of yard drains and sump pump discharge.
19. The City Engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).
20. Submittal and approval of a fill haul route with haul bond.
21. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit, if applicable.

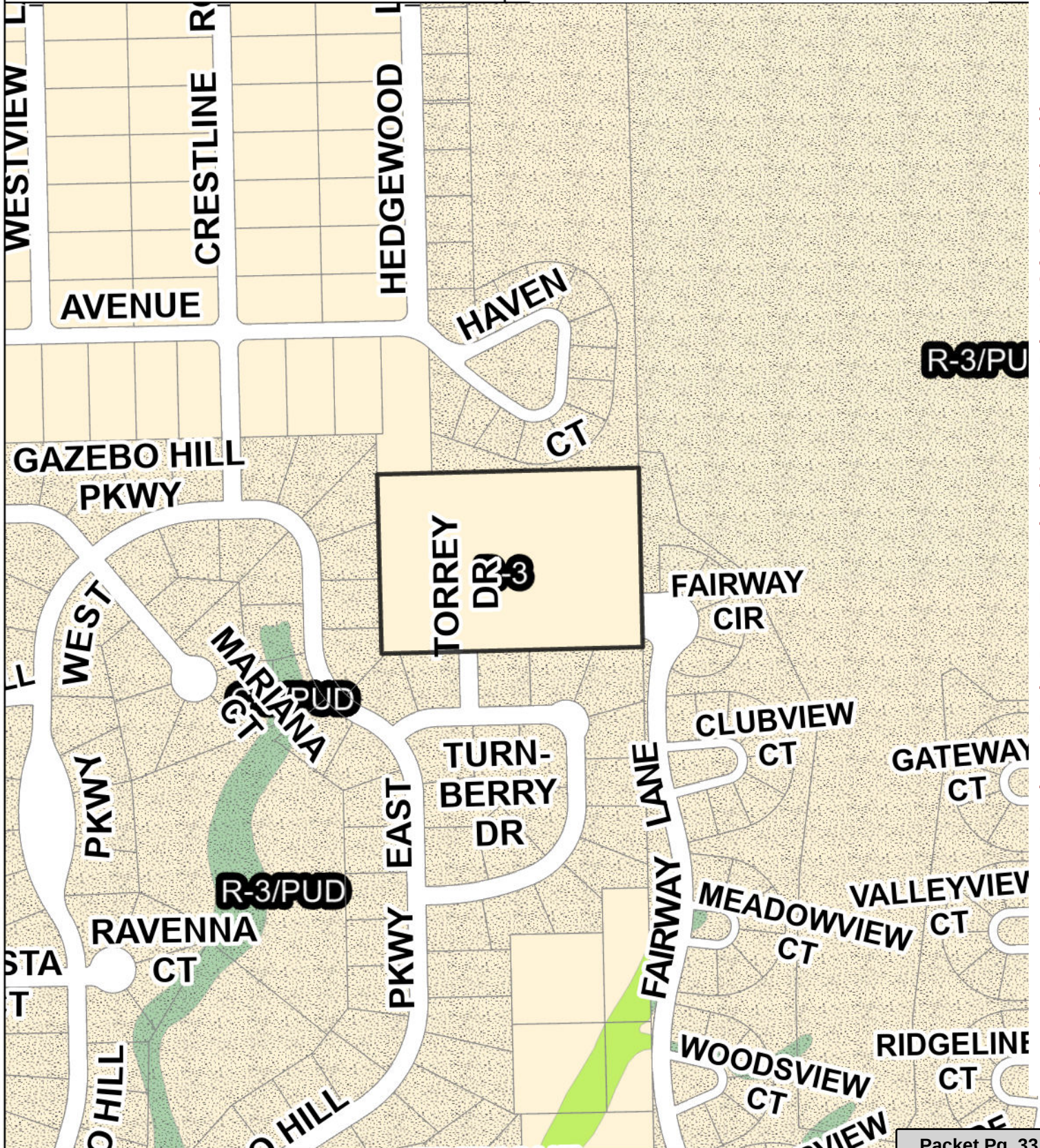
Attachments:

Packet Docs_TorreyDrive (PDF)

TORREY DRIVE, LLC - DEVELOPMENT AGREEMENT, PRELIMINARY PLAT, FILL PERMIT

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

3.b.a



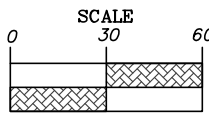
Attachment: Packet Docs_TorreyDrive (7961 : Torrey Drive, LLC for Carol Wiensch)

PRELIMINARY PLAT OF
TORREY DRIVE SUBDIVISION

TO DIVIDE PARCEL 1 OF CERTIFIED SURVEY MAP 841, RECORDED AS DOCUMENT NO. 285305,
BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 9
NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER:
TORREY DRIVE, LLC
N118 W18531 BUNSEN DRIVE
GERMANTOWN, WI 53022

- LEGEND
- 1" IRON PIPE FOUND, OR AS NOTED
 - 3/4"x18" REBAR WEIGHING 1.13 LBS/FOOT SET. (RECORDED AS)
 - Ⓟ POOL TO BE RAZED
 - Ⓡ BUILDING TO BE RAZED
 - Ⓢ WETLANDS TO BE FILLED BY GENERAL PERMIT
 - XXX SOIL TYPE
 - SOIL TYPE BORDER

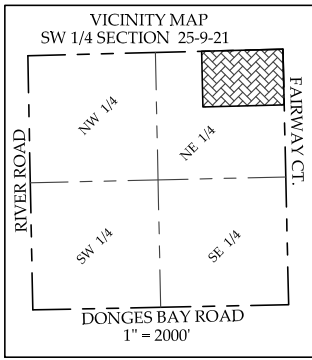
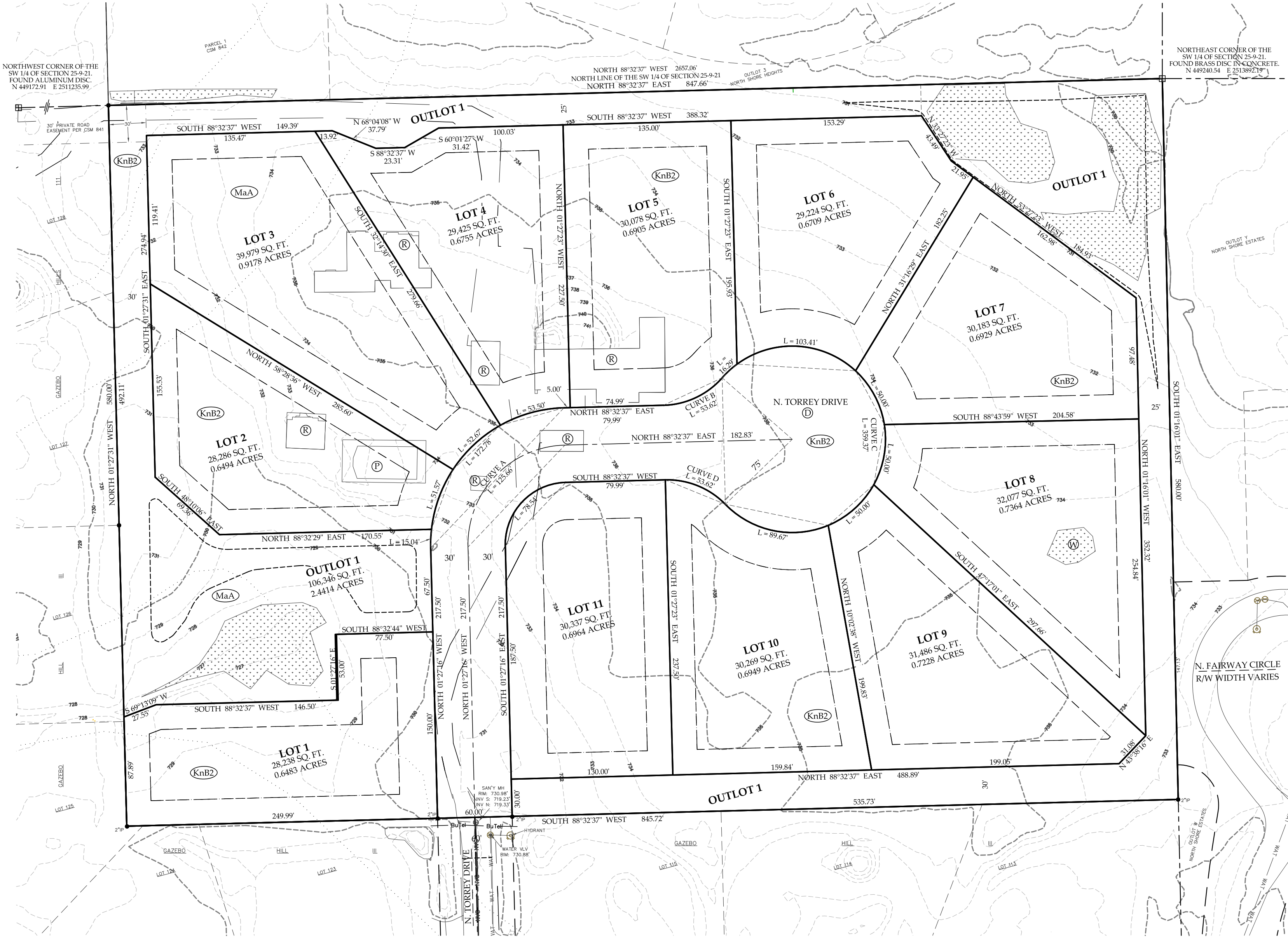


BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD83). THE NORTH LINE OF SW 1/4 OF SECTION 25-9-21 BEARS NORTH 88°32'27" EAST.

WETLANDS BORDERS DELINEATED BY HEARTLAND ECOLOGICAL GROUP ON JUNE 6, 2022.

Ⓢ DEDICATED TO THE PUBLIC FOR ROAD PURPOSES 45,149 SQ. FT. // 1.0365 ACRES

SUBJECT PARCEL, AND ADJOINERS, ZONED R-3.



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

REVISED NOVEMBER 28, 2022

CURVE	LOCATION	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	TANGENT IN	TANGENT OUT
A	CL	125.66'	80.00'	N 43°32'40" E	113.14'	90°00'07"	N 01°27'16" W	N 88°32'37" E
	R/W NW	172.78'	110.00'	N 43°32'40" E	155.56'	90°00'07"	N 01°27'16" W	N 88°32'37" E
	OUTLOT 1	15.04'	110.00'	N 02°27'52" E	15.04'	75°01'55"	N 01°27'16" W	N 6°22'59" E
	LOT 2	51.57'	110.00'	N 19°48'48" E	51.10'	26°51'38"	N 6°22'59" E	N 33°14'37" E
B	LOT 3	52.67'	110.00'	N 46°57'40" E	52.17'	27°26'06"	N 33°14'37" E	N 60°40'43" E
	LOT 4	53.50'	110.00'	N 74°36'40" E	52.97'	27°51'54"	N 60°40'43" E	N 88°32'37" E
	R/W SE	78.54'	50.00'	S 43°32'40" W	70.71'	90°00'07"	S 88°32'37" W	S 01°27'16" E
	LOT 5	53.62'	65.00'	N 64°54'35" E	52.12'	47°16'04"	N 88°32'37" E	N 41°16'33" E
C	R/W	359.37'	75.00'	S 01°27'23" E	101.79'	274°32'08"	N 41°16'33" E	N 44°11'19" W
	LOT 5	16.29'	75.00'	N 47°29'54" E	16.26'	12°26'43"	N 41°16'33" E	N 53°43'16" E
	LOT 6	103.41'	75.00'	S 86°46'52" E	95.41'	78°59'43"	N 53°43'16" E	S 47°17'00" E
	LOT 7	50.00'	75.00'	S 28°11'06" E	49.08'	38°11'49"	S 47°17'00" E	S 9°05'11" E
D	LOT 8	50.00'	75.00'	S 10°00'44" W	49.08'	38°11'49"	S 9°05'11" E	S 29°06'39" W
	LOT 9	50.00'	75.00'	S 48°12'34" W	49.08'	38°11'49"	S 29°06'39" W	S 67°18'28" W
	LOT 10	89.67'	75.00'	N 78°26'25" W	84.42'	68°30'12"	S 67°18'28" W	N 44°11'19" W
	LOT 11	53.62'	65.00'	N 67°49'21" W	52.12'	47°16'04"	N 44°11'19" W	S 88°32'37" W

OWNER'S CERTIFICATE

AS OWNER, TORREY DRIVE, LLC, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT. WE ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S. 236.10 OR S. 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

CITY OF MEQUON
WISCONSIN DEPARTMENT OF ADMINISTRATION

JOHN H STOKER, AGENT

STATE OF WISCONSIN :SS

PERSONALY CAME BEFORE ME THIS _____ DAY OF _____, 2023,

_____, TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES: _____

COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THE PLAT OF **TORREY DRIVE SUBDIVISION** IN THE CITY OF MEQUON, IS HEREBY APPROVED BY THE COMMON COUNCIL.

ALL CONDITIONS HAVE BEEN MET AS OF THIS _____ DAY OF _____, 2023.

ANDREW NERBUN, MAYOR, CITY OF MEQUON

CITY TREASURER'S CERTIFICATE

I, KAITLYN KRUEGER, BEING THE DULY APPOINTED, QUALIFIED, AND ACTING TREASURER OF THE CITY OF MEQUON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____, 2020 ON ANY OF THE LANDS INCLUDED IN THE PLAT OF **TORREY DRIVE SUBDIVISION**.

DATE KAITLYN KRUEGER, CITY TREASURER

COUNTY TREASURER'S CERTIFICATE

I, SANDRA TRETOW, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF OZAUKEE COUNTY, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS _____ DAY OF _____, 2020, AFFECTING THE LAND INCLUDED IN THE PLAT OF **TORREY DRIVE SUBDIVISION**.

DATE SANDRA TRETOW, COUNTY TREASURER

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE OWNER, TORREY DRIVE, LLC:

PARCEL 1 OF CERTIFIED SURVEY MAP 841, RECORDED AS DOCUMENT NO. 285305 BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE CITY OF MEQUON LAND DIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

Document Number	DEVELOPMENT AGREEMENT Document Name	
THIS DEVELOPMENT AGREEMENT (“<u>Agreement</u>”) is made as of _____, 20<u>22</u>—, by <u>Torrey Drive, LLC</u>— (the “<u>Developer</u>”) and the City of Mequon, a municipal corporation (the “<u>City</u>”). RECITALS A. The Developer desires to improve and develop the property described on the attached Exhibit A (the “<u>Property</u>”). B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the “<u>Code</u>”) 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 “<u>Development</u>”), 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. <u>Improvements</u>. As defined in this Agreement, the following terms and phrases have the following meanings: “<u>Improvements</u>” means the Private Improvements and the Public Improvements. “<u>Private Improvements</u>” 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		

“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.

~~{USE THE FOLLOWING PROVISIONS FOR SUBDIVISION PLATS}~~

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

~~{USE THE FOLLOWING PROVISIONS FOR ALL OTHER APPROVALS}~~

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

PLANS AND SPECIFICATIONS

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

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

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

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

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

- (a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.
- (b) Show 2' contours for both existing and proposed grades for building pads and any culverts and storm sewers.
- (c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.
- (d) Show minimum setback and offset dimensions and building grades approved by the City.
- (e) For all land disturbing activities, show existing contours at least 200' (???) into adjacent parcels.
- (f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.
- (g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes ~~shown and on the approved specimen tree plan and approved~~ finished yard grades.

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

- (a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.
- (f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

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

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

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

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

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

9. Landscaping, Open Space and Signage Plans.

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

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

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

(d) ~~No entry landscaping or signage. Planning Commission approval required if changed. The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission. No signage or entryway landscaping or feature will be constructed.~~

10. Street Plans.

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

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

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied ~~at the same time following~~ the construction of the binder course.

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

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

11. Sanitary Sewer System Plans.

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

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

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

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

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

(d) Show all sanitary sewer lateral locations.

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

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

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

12. Water System Plans.

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

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

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

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

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

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

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

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

(vii) Dead end mains must be terminated with a public hydrant and phasing plans. No future phase.

(b) Fire Protection.

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

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

~~{USE THE FOLLOWING PROVISIONS IF THE SYSTEM WILL BE PRIVATE}~~

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

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

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CONSTRUCTION REQUIREMENTS

~~14.~~13. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

~~15.~~14. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

~~16.~~15. Direction by City Engineer. The Improvements shall be constructed in strict accordance with the requirements and direction of the City and the City Engineer or the City Engineer's authorized representative and shall be under and subject to constant inspection by the City Engineer or the City Engineer's representative.

~~17.~~16. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents. The Developer shall repair or replace, at the Developer's cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City and Final Plat approval.

~~18.~~17. Lien Waivers. As a condition of final certification by the City Engineer, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City paid receipts and lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

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

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

21.20. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and protective areas per NR 151 setbacks shall be identified on the plat. Wetland boundary markers shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

22.21. Additional Erosion and Runoff Control Requirements.

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

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

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

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

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

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

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

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

25-24. 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. No sidewalk.~~

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

26-25. Additional Utility Requirements.

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

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

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

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

(e) ~~[USE THIS PROVISION IF THE WATER SYSTEM WILL BE PUBLIC]~~ The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

~~[USE THIS PROVISION IF THE WATER SYSTEM WILL BE PRIVATE] If the Fire Chief has required a cistern for fire protection, the Developer shall install the cistern pursuant to the~~

~~requirements of the Fire Chief. If the Fire Chief has allowed deferral of installation, the Developer and the City shall establish the Fire Protection Escrow as described below.~~

27-26. Lot Pipe Certification. The Developer shall, prior to Final Plat approval, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

MODEL HOMES

28-27. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for ~~two (2)~~ principal structures to be used as sales models prior to approval and recording of the Final Plat.

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

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

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

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

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

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

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

29-28. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State

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

30.29. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33-32. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the “Covenants”). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing

landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

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

OBLIGATIONS OF BUILDER/LOT OWNER

~~34.33.~~ Compliance with Grading Plan. Any person who constructs a building in the Development shall be responsible for siting the principal building and rough and fine grading the building pad to comply with the master grading plan.

~~35.34.~~ Sump Pump Discharge and Roof Drainage Plan. Any person who constructs a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with Storm Water Management Plan approved by the City Engineer.

~~36.35.~~ Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

~~{USE THE FOLLOWING PROVISION ONLY IF THERE WILL BE PUBLIC SEWER}~~

~~37.36.~~ Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

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

~~38. — Private Water.~~

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

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

WARRANTIES AND INDEMNIFICATIONS

~~39.37.~~ 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.

40-38. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

41-39. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

42-40. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

43-41. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City

may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

44-42. Special Assessments. No special assessments are contemplated in connection with the Development.

~~45. Streetlights. The Developer shall be responsible for the cost of installation of a WE Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s). No streetlights.~~

46-43. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City on or before June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

47-44. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

48-45. 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

dyling landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

49-46. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

50-47. Street ~~Wear~~ Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

51-48. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined above, (Where above?) prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

52-49. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$2,200 ~~(11XX~~ lots or units @ \$200 per lot or unit) prior to Final Plat approval.

53-50. Developer's Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am),

this Agreement constitutes the Developer's election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

~~54-51.~~ Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

~~55-52.~~ Final Plat Approval

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

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

~~56-53.~~ Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

~~57-54.~~ Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

~~58-55.~~ Events of Default. The occurrence of any of the following shall constitute an "Event of Default":

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

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

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay

debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

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

59-56. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

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

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

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

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

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

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

60-57. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

61-58. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

62-59. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

~~63-60.~~ Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

~~64-61.~~ Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

~~65-62.~~ Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

~~66-63.~~ Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

~~67-64.~~ Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

~~68-65.~~ Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

~~69-66.~~ 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: _____
 Andrew Nerbun
 Mayor

By: _____
 Caroline Fochs
 Clerk

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on _____,
 20~~22~~ , by Andrew Nerbun, Mayor of the City of Mequon.

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

STATE OF WISCONSIN)
) SS
 OZAUKEE COUNTY)

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

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

Approved by: _____
 Brian C. Sajdak, City Attorney

[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

LLC

Torrey Drive,

Formatted: Indent: Left: 0", First line: 0"

By:

Name: _____

Title: _____

STATE OF WISCONSIN)
) SS
COUNTY)

The foregoing instrument was acknowledged before me on _____,
2022, by John Stoker, as Member of Torrey Drive, LLC
_____.

Name: _____

Notary Public, Ozaukee County, Wisconsin

My Commission (expires) (is) _____

Attachment: Packet Docs_TorreyDrive (7961 : Torrey Drive, LLC for Carol Wiensch)

EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
Torrey Drive, LLC
Torrey Drive~~Development Name~~
Legal Description

Attachment: Packet Docs_TorreyDrive (7961 : Torrey Drive, LLC for Carol Wiensch)



www.ci.mequon.wi.us

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

PUBLIC WORKS/ENGINEERING

Permit Application for Filling, Excavating and Berms

Engineering Division

PLEASE PRINT CLEARLY

Agent / Contact Name: Fred Bersch Phone #: (414) 940-9912
 Property Owner Name: Torrey Drive, LLC Phone #: -
 Agent Or Owner Contact Address: 592 W. Bonniwell Rd Mequon 53097
 Email Address: Donnilake-re@sbcglobal.net
 Location Or Address Of Work Site: 10766 N. Torrey Drive
 Or: Description _____ 1/4 Section _____ T9N, R _____ E
 Tax Key No. _____
 Subdivision _____ Lot _____ Block _____

Estimated Date Of Completion: October 15, 2022
 Reason For Fill/Removal/Excavation Subdivision Development - 11 lots,
Road right-of-way, pond berm/sideslope, front yard fill.
 Name Of Contact Other Than Applicant: _____ Phone #: _____

FEE COMPUTATION**\$60.00** – 0 – 250 C.Y.**\$120.00** – 251 C.Y. – 1,000 C.Y.**PLAN COMMISSION REVIEW FEE** . – > 1,000 C.Y. Total Fee \$ _____Total Cubic Yards To Be Deposited/Removed/Excavated 12,000 C.Y.*

* Over 1000 cubic yards and Berms greater than 4 1/2 feet in height requires Planning Commission approval. Separate application to the next available Planning Commission meeting is necessary and review fees will be required upon submittal.

Per Section 18-674 Erosion and Stormwater Runoff Control ordinance, any land disturbance greater than 4,000 s.f. will require an Erosion Control Permit.

SIGNED: [Signature] DATE: December 7, 2022

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

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

Haul Route Map Required ☐ YES ☐ NO ☐ ATTACHEDErosion Control Permit Required ☐ YES ☐ NO

Department of Community Development Approval _____

Date _____

Engineering Division Approval _____

Date _____



www.ci.mequon.wi.us

Permit# _____

11333 N Cedarburg Rd
Mequon, WI 53092-1930

Phone (262)236-2934

Fax (262)242-9819

engineering@ci.mequon.wi.us

PUBLIC WORKS/ENGINEERING

FILLING, EXCAVATING, AND BERMS PERMIT CLOSURE

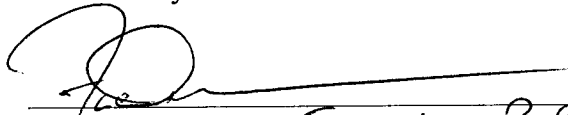
Agent/Contact Name: Torrey Drive, LLC Attn: Fred Bersch
 Contact Address: 592 W. Bonniwell Road, Mequon, WI 53097
 Location/Address of Work: 10766 N. Torrey Drive

Final Documentation of permitted activities is to be provided to the City no more than 10 calendar days after final completion.

Permit Closures are based on the following:

- A. 0-250 C.Y. – Visual inspection by City staff
- B. 251-1,000 C.Y. – Material volume certification (i.e. truck tickets) provided by the applicant and reviewed by City staff
- C. Greater Than 1,000 C.Y. – Record drawings prepared by a Registered Land Surveyor in the State of Wisconsin. Drawings shall conform to the standard specifications for Land Development Grading Record Drawings (Section 8.4).

This document is to serve as a notice of termination/completion of activities associated with the Filling, Excavating, and Berms Permit. It is here stated and noted that the above-named site and associated landowners and contractors have satisfactorily completed construction and included all necessary documentation.


 Permittee Signature Frederick P. Bersch

12/7/2022
 Date

I have reviewed the site and final documentation of permitted activities and found that the completed work is satisfactory and permit closure is approved.

 City of Mequon Signature

 Date

Attachment: Packet Docs_TorreyDrive (7961 : Torrey Drive, LLC for Carol Wiensch)

LEGAL DESCRIPTION :

Parcel 1 of Certified Survey Map No. 841, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

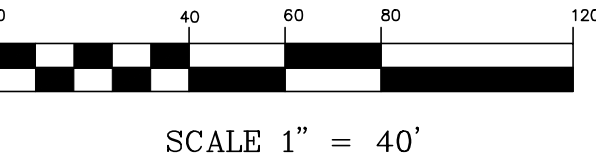
Said Parcel containing 491,077.5 sq.ft. / 11.274 acres of land, more or less.



NOTES :

1. ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NORTH LINE OF THE SW. 1/4 OF SECTION 25-9-21 WHICH BEARS N88°32'37"E.)
2. SITE BENCHMARK ON SANITARY MANHOLE LOCATED NEAR SOUTH END OF DRIVEWAY IN N. TORREY DRIVE AS SHOWN ON SURVEY ELEVATION= 731.10.
3. MAIN BENCHMARK IS REFERENCE BENCHMARK FOR SECTION CORNER MONUMENT IN THE INTERSECTION OF W. DONGES BAY ROAD & N. RIVER ROAD. HYDRANT LOCATED NE OF INTERSECTION. CHISELED CROSS IN FLANGE = 669.62.
4. () DENOTES BEARING PER C.S.M. NO. 842.

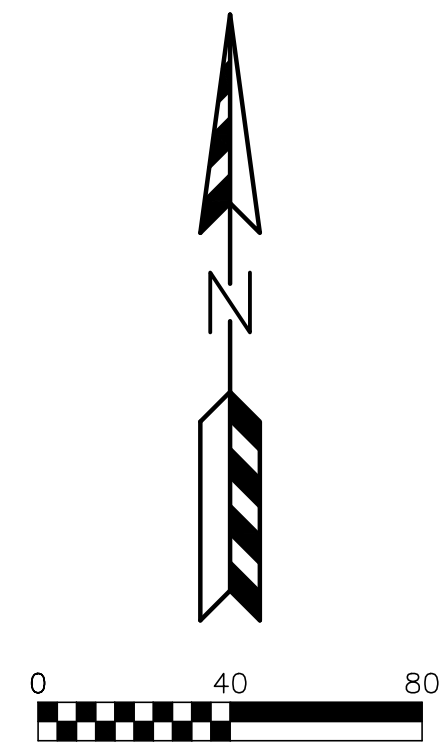
N. FAIRWAY
CIRCLE



MARK	DATE	REVISION	BY	APVD
"TOPOGRAPHIC SURVEY"				
for Torrey Drive, LLC				
10766 N. Torrey Drive Mequon, WI				
DATE:	AUGUST 8, 2022	DRAWN BY:	A.R.H.	
FIELD CREW:	E.A.J. & S.F.Z.	Plat No.	LS-5310-22	



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



SITE INFORMATION BLOCK	
Site Address	<u>10766 N. Torrey Drive</u>
Site acreage (total)	<u>11.274 Acres</u>
Proposed Zoning	<u>R-3</u>
Setbacks Building/Pavement	
Front	<u>30'</u>
Side	<u>20'</u>
Rear	<u>20'</u>

SITE PLAN NOTES: 1. DIMENSIONS ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED. 2. WHERE CURB ENDS AT CONNECTIONS SMOOTHLY TRANSITION FROM FULL CURB HEIGHT TO ZERO CURB HEIGHT WITHIN A 3' LENGTH. 3. ALL STRIPING AND SIGNAGE SHALL COMPLY WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.	
--	--

NOTE:
SAWCUT CURB HEAD AT ALL DRIVEWAY APPROACHES

[illegible]

PSE
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7800
kparish@parishse.com

PROJECT TITLE:
**TORREY DRIVE SUBDIVISION
10766 N. TORREY DRIVE
MEQUON, WI 53092**

PLAN TITLE:

**PROPOSED
SITE PLAN**

DRAWN BY: JDR
DESIGNED BY: JDR
CHECKED BY: KJP

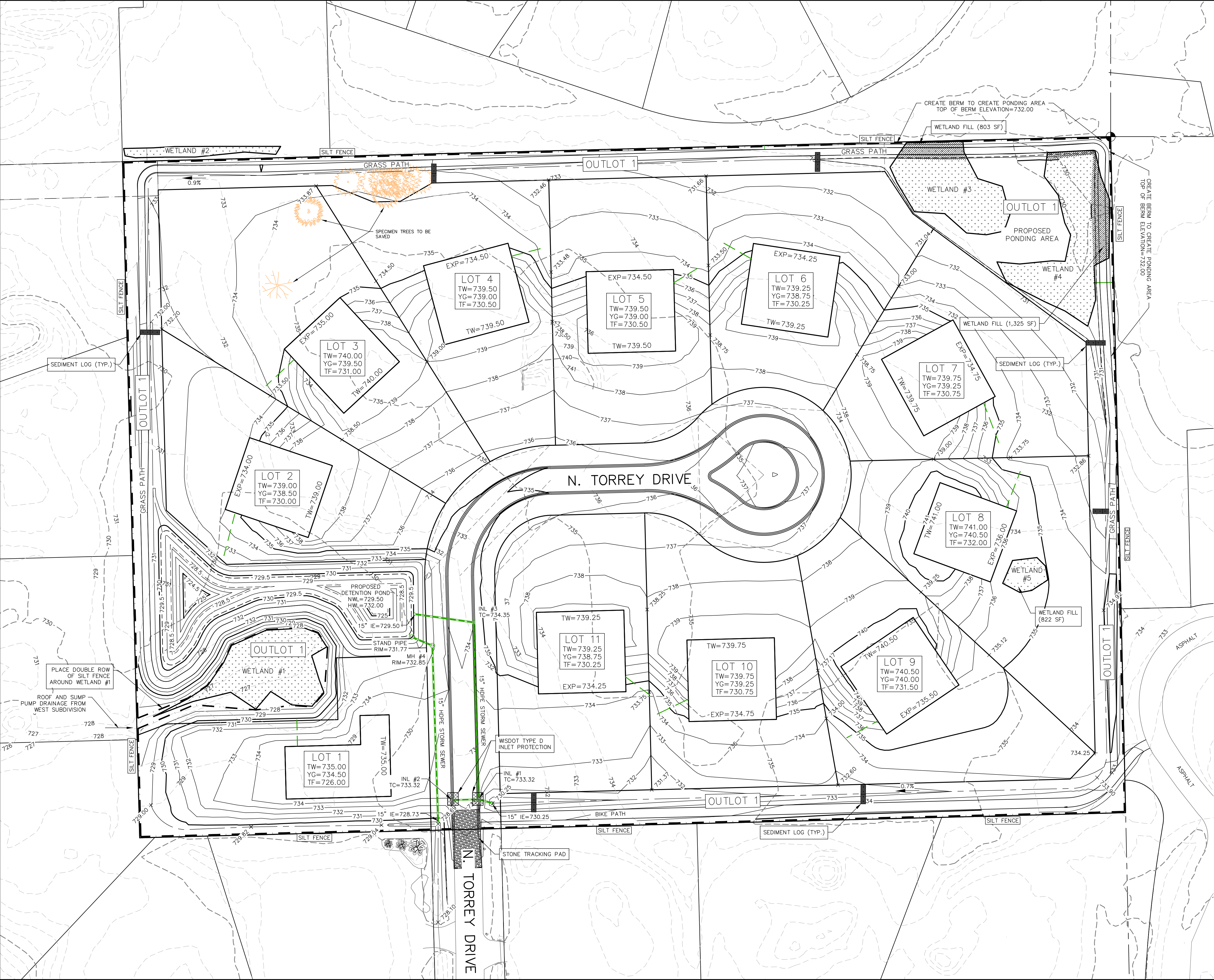
PLAN DATE:
11-28-2022

PROJECT NO:
\\BO-11-22\\

CITY SUBMITTAL

SHEET NO:

C1.02



NOTE:
TOP OF WALL (TW) ELEVATIONS REFERENCE PARTIALLY
EXPOSED HOUSE. REDUCE TW ELEVATION BY 1.0' IF NO
EXPOSURE

- LEGEND:**
- 936- - - - - EXISTING MINOR CONTOUR.
 - 935- - - - - EXISTING MAJOR CONTOUR.
 - 936- - - - - PROPOSED MINOR CONTOUR.
 - 935- - - - - PROPOSED MAJOR CONTOUR.
 - - - - - PROPOSED STORM SEWER.
 - - - - - EXISTING STORM SEWER.
 - - - - - INSTALL WISDOT TYPE D INLET PROTECTION.
 - - - - - INSTALL SILT FENCE.
 - - - - - INSTALL SEDIMENT LOG.
 - - - - - DRAINAGE ARROW.

STAGES OF CONSTRUCTION TIME SCHEDULE:

- APRIL 15, 2023**
1. INSTALL SITE SILT FENCE, INLET PROTECTION AND TEMPORARY CONSTRUCTION ENTRANCES AS SHOWN ON PLANS. ANY ADDITIONAL CONSTRUCTION ENTRANCES IF APPROVED BY THE CITY OF MEQUON SHALL HAVE A TRACKING PAD.
- APRIL 16, 2023 - SEPTEMBER 1, 2023**
2. STRIP TOPSOIL WITHIN THE LIMITS OF THE WET DETENTION PONDS AND CONSTRUCT A TEMPORARY STOCKPILE, TO BE SEEDED AND SILT FENCE PLACED AROUND THE PERIMETER.
 3. CONSTRUCT WET DETENTION PONDS. ALL GRADING SHALL DIRECT ALL RUN-OFF TO THE WET DETENTION PONDS THROUGHOUT THE CONSTRUCTION PROCESS.
 4. STRIP REMAINING TOPSOIL WITHIN GRADING LIMITS AND CONSTRUCT TEMPORARY TOPSOIL STOCKPILE LOCATION ACCORDING TO "SPECIFICATIONS FOR GRADING & EROSION CONTROL" ON "CONSTRUCTION NOTES PAGE".
 5. BEGIN PROPOSED SITE GRADING - RESEED SECTIONS OF PROJECT THROUGHOUT THE GRADING PROCESS TO MINIMIZE RUN-OFF.
 6. START CONSTRUCTION OF UTILITIES: WATER SERVICE, SANITARY SEWER AND STORM SEWER.
 7. CONSTRUCT BUILDING PADS AND BUILDINGS.
 8. CONTINUE SITE GRADING.
 9. INSTALL BASE COURSES, PROPOSED PAVEMENTS
 10. INSTALL LANDSCAPING.
 11. APPLY FINAL STABILIZATION TO ENTIRE SITE.
- SEPTEMBER 2 - 15, 2023**
- ALL PERMANENT SEEDING SHALL BE COMPLETED BY SEPTEMBER 15. ALL TEMPORARY SEEDING SHALL BE COMPLETED BY OCTOBER 15 (REFER TO DNR STANDARD 1059).

STABILIZATION FOR ALL EXPOSED SOIL AFTER OCTOBER 15 SHALL CONSIST OF ANIONIC POLYACRYLAMIDE (PAM) IN ADDITION TO TEMPORARY SEEDING IN AREAS WITHOUT EROSION CONTROL MAT. PLACE PAM IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1050. AFTER OCTOBER 15 ALL SLOPES 4:1 OR STEEPER THAT ARE NOT PERMANENTLY VEGETATED SHALL HAVE EROSION MAT INSTALLED IN PREPARATION OF WINTER CONDITIONS.

SPREAD SALVAGED OR IMPORTED TOPSOIL IN PROPOSED LANDSCAPE AREAS AND RESTORE.

CONTRACTOR MAY MODIFY SEQUENCING AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS SET FORTH IN FEDERAL, STATE & LOCAL PERMITS. NOTIFY CITY OF MEQUON PRIOR TO CHANGE.

AS CONDITIONS WARRANT DURING CONSTRUCTION ADDITIONAL BMPs SHALL BE INSTALLED TO REDUCE THE MIGRATION OF SEDIMENT THE MAXIMUM EXTENT PRACTICABLE.

REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AFTER SITE IS STABILIZED AND STABILIZE AREAS DISTURBED BY REMOVAL OF BMPs.

REVISIONS:	
NO.	DESCRIPTION

PSE
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7600
kparish@parishse.com

**TORREY DRIVE SUBDIVISION
10766 N. TORREY DRIVE
MEQUON, WI 53092**

**GRADING &
EROSION
CONTROL PLAN**

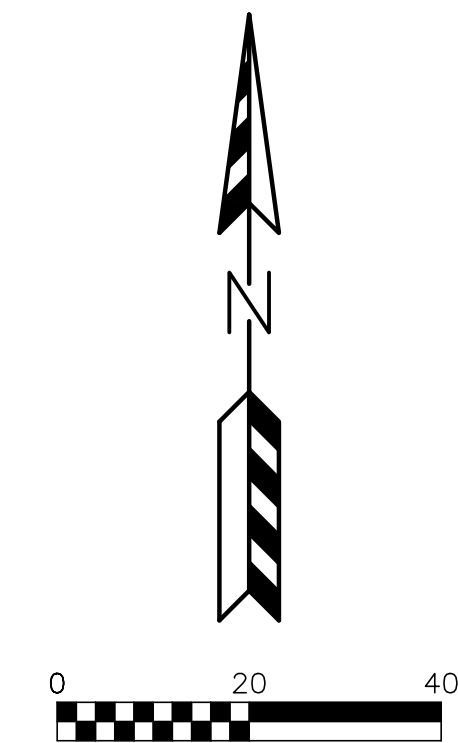
DRAWN BY:
JDR
DESIGNED BY:
JDR
CHECKED BY:
KJP

PLAN DATE:
11-28-2022

PROJECT NO:
\BO-11-22

CITY SUBMITTAL

SHEET NO:
C1.03

[illegible]

PS&E
PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095
262.346.7800
kparish@parishse.com

PROJECT TITLE:
**TORREY DRIVE SUBDIVISION
10766 N. TORREY DRIVE
MEQUON, WI 53092**

PLAN TITLE:

STORMWATER POND PLAN

DRAWN BY:
JDR

DESIGNED BY:
JDR

CHECKED BY:
KJP

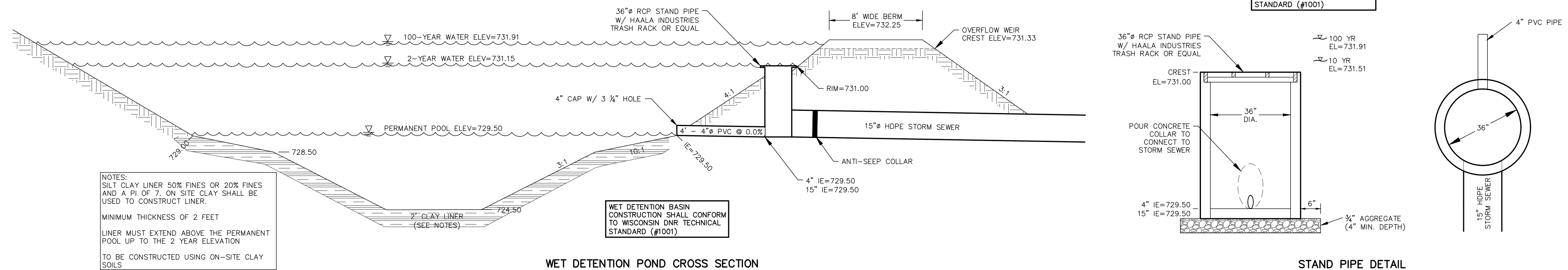
PLAN DATE:
11-28-2022

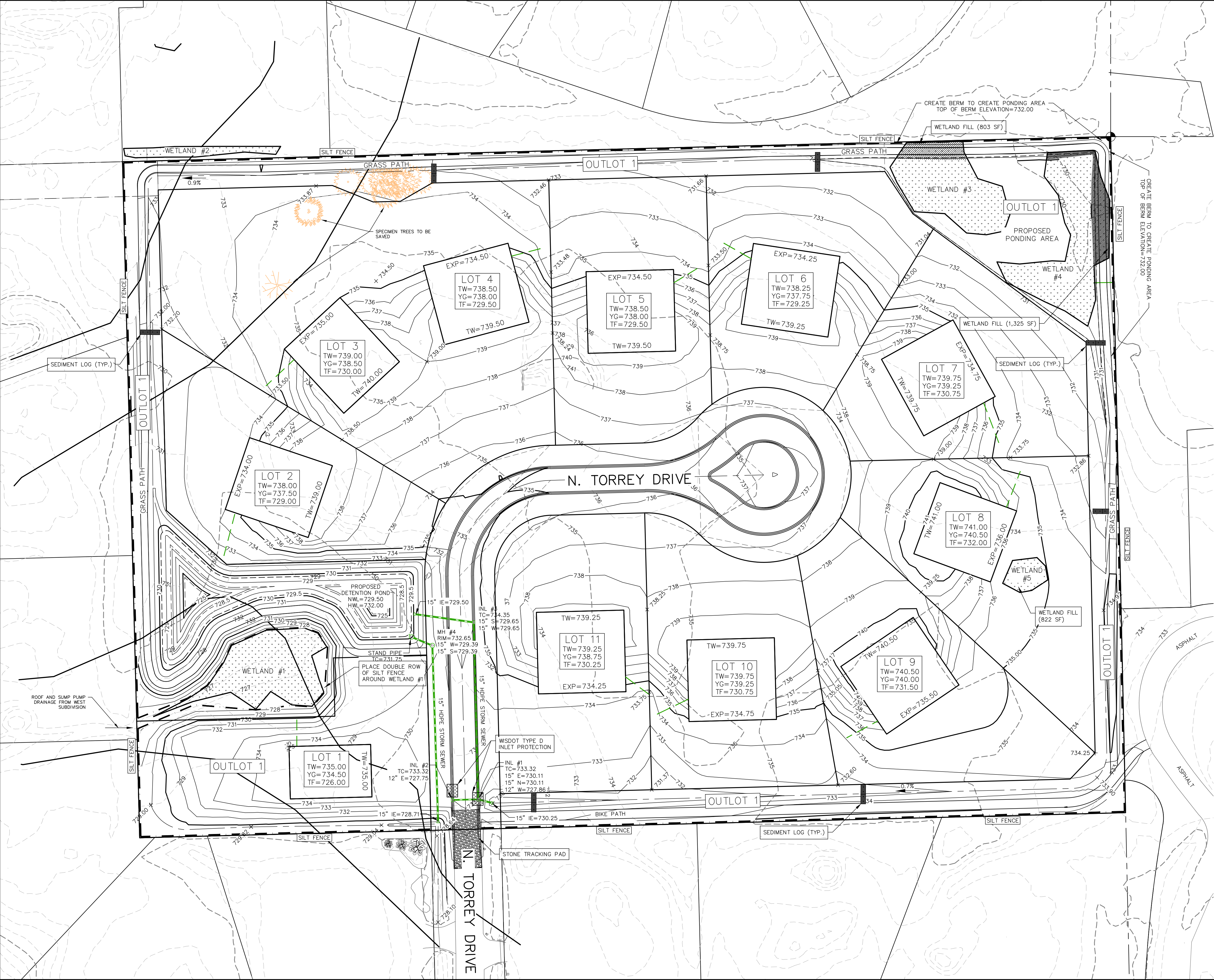
PROJECT NO:
\\BO-11-22

CITY SUBMITTAL

SHEET NO:

C1.04





NOTE:
TOP OF WALL (TW) ELEVATIONS REFERENCE PARTIALLY
EXPOSED HOUSE. REDUCE TW ELEVATION BY 1.0' IF NO
EXPOSURE

- LEGEND:**
- 936 - EXISTING MINOR CONTOUR.
 - 935- - EXISTING MAJOR CONTOUR.
 - 936 - PROPOSED MINOR CONTOUR.
 - 935 - PROPOSED MAJOR CONTOUR.
 - - - - - PROPOSED STORM SEWER.
 - - - - - EXISTING STORM SEWER.
 - [Pattern] - INSTALL WISDOT TYPE D INLET PROTECTION.
 - - - - - INSTALL SILT FENCE.
 - [Pattern] - INSTALL SEDIMENT LOG.
 - ← - DRAINAGE ARROW.

STAGES OF CONSTRUCTION TIME SCHEDULE:

- APRIL 15, 2023**
1. INSTALL SITE SILT FENCE, INLET PROTECTION AND TEMPORARY CONSTRUCTION ENTRANCES AS SHOWN ON PLANS. ANY ADDITIONAL CONSTRUCTION ENTRANCES IF APPROVED BY THE CITY OF MEQUON SHALL HAVE A TRACKING PAD.
- APRIL 16, 2023 - SEPTEMBER 1, 2023**
2. STRIP TOPSOIL WITHIN THE LIMITS OF THE WET DETENTION PONDS AND CONSTRUCT A TEMPORARY STOCKPILE, TO BE SEED AND SILT FENCE PLACED AROUND THE PERIMETER.
 3. CONSTRUCT BOTH WET DETENTION PONDS. ALL GRADING SHALL DIRECT ALL RUN-OFF TO THE WET DETENTION PONDS THROUGHOUT THE CONSTRUCTION PROCESS.
 4. STRIP REMAINING TOPSOIL WITHIN GRADING LIMITS AND CONSTRUCT TEMPORARY TOPSOIL STOCKPILE LOCATION ACCORDING TO "SPECIFICATIONS FOR GRADING & EROSION CONTROL" ON "CONSTRUCTION NOTES PAGE".
 5. BEGIN PROPOSED SITE GRADING - RESEED SECTIONS OF PROJECT THROUGHOUT THE GRADING PROCESS TO MINIMIZE RUN-OFF.
 6. START CONSTRUCTION OF UTILITIES: WATER SERVICE, SANITARY SEWER AND STORM SEWER.
 7. CONSTRUCT BUILDING PADS AND BUILDINGS.
 8. CONTINUE SITE GRADING.
 9. INSTALL BASE COURSES, PROPOSED PAVEMENTS
 10. INSTALL LANDSCAPING.
 11. APPLY FINAL STABILIZATION TO ENTIRE SITE.
- SEPTEMBER 2 - 15, 2023**
- ALL PERMANENT SEEDING SHALL BE COMPLETED BY SEPTEMBER 15. ALL TEMPORARY SEEDING SHALL BE COMPLETED BY OCTOBER 15 (REFER TO DNR STANDARD 1059).
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- AS CONDITIONS WARRANT DURING CONSTRUCTION ADDITIONAL BMPs SHALL BE INSTALLED TO REDUCE THE MIGRATION OF SEDIMENT THE THE MAXIMUM EXTENT PRACTICABLE.
- REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AFTER SITE IS STABILIZED AND STABILIZE AND AREAS DISTURBED BY REMOVAL OF BMPs.

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10766 N. TORREY DRIVE
MEQUON, WI 53092**

PROJECT TITLE:

PLAN TITLE:
**GRADING &
EROSION CONTROL
PLAN**

DRAWN BY:
JDR

DESIGNED BY:
JDR

CHECKED BY:
KJP

PLAN DATE:
11-22-2022

PROJECT NO:
\BO-11-22

CITY SUBMITTAL

SHEET NO:

C1.03

PLANNING COMMISSION MEETING SCHEDULE 2023

Meeting Start Time is 6:00 pm

PC APPLICATIONS Deadline	PC Meeting Date	Next Council Meeting
12/19/22	01/23/23	02/12/23
01/23/23	02/27/23	03/14/23
02/20/23	03/27/23	04/11/23
3/20/23	04/24/23	05/09/23
04/17/23	05/22/23	06/13/23
05/22/23	06/26/23	7/11/23
06/19/23	07/24/23	8/08/23
08/14/23	09/18/23	10/10/23
09/19/23	10/23/23	11/14/23
11/6/23	12/04/23	12/12/23

Planning Commission applications are scheduled for meetings on a first-come-first-serve basis. Only complete applications, as determined by the Community Development Department staff, will be scheduled for Planning Commission meetings.

Updated 12.07.22

Attachment: 2023 Planning Commission Meeting Schedule (7998 : 2023 Meeting Schedule)