



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/242-3100

www.cityofmequonwi.gov

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular
Monday, January 26, 2026 - 6:00 PM
Christine Nuernberg Hall

Agenda

- 1) **Call to Order and Roll Call**
- 2) **Minutes**
 - a) Minutes 12.01.25
- 3) **Consent Agenda**
 - a) Marlene Kasten. The applicant is seeking certified survey map approval for a 3-lot land division for the property located at 14325 N. Granville Road.
 - b) The Hat Trick Development, LLC. The applicant is seeking certified survey map approval to allow for a correction to an existing property lot line for the property located immediately north of 8440 W. Donges Bay Road.
 - c) P2 Development. The applicant is seeking certified survey map approval for a land division of five (5) parcels into 2-lots for the properties located at 11030, 11020, and 10950 N. Buntrock Avenue, 11027 N. Weston Drive and the property immediately to the south of 11027 N. Weston Drive.
 - d) Mequon I LLC for The Enclave at Mequon Preserve Phase IX. The applicant is seeking development agreement approval to allow for Phase IX of The Enclave at Mequon Preserve subdivision located west and east of 10622 N. Tree Sparrow Road.
- 4) **Regular Business**
 - a) Victory Homes of Wisconsin for Buehling and Heiny. The applicant is seeking minor request approval to allow for the removal of one (1) specimen tree to allow construction of a new residential single-family home for the property located at 3101 W. Hidden Lake Road.
 - b) Sign Effectz, Inc. for Stern Real Estate, LLC. The applicant is seeking master sign plan approval for a multi-tenant building located at 1000 W. Donges Bay Road.
- 5) **Announcements**

The next meeting is Monday, February 23, 2026, at 6:00 p.m.

CANCELLED

6) Adjourn

DATED: January 21, 2026

/s/ Andrew Nerbun, Mayor

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 accommodation 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 City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM.



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PLANNING COMMISSION
Regular
Monday, December 1, 2025 - 6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Mayor Nerbun at 6:00 p.m.

Present:

Mayor Nerbun, Alderman Strzelczyk, Architect Choren, Commissioner Hawley, Commissioner Schaefer, Commissioner Stoker, Commissioner Ellsworth
[ABSENT_ Commissioner Barnes, Commissioner Urbani]

Also present: Director of Community Development Kim Tollefson, Assistant Director of Community Development Jac Zader, City Planner Natalie Redding, City Asst. Engineer Cole McCraw, Community Development Administrative Assistant Robin Buzzell, City Forester Nate Herlache

2) Meeting Minutes

a) Meeting minutes of October 27, 2025

MOTION:	Motion to approve the Minutes
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Commissioner Stephanie Hawley
AYES:	Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

3) Consent Agenda

- a) MasTec Network Solutions. The applicant is seeking building and site plan amendment approval to add a generator and access gate to the existing communications facility for the property located at 10448 N. Port Washington Road.
- b) Morton Buildings for Golinvaux. The applicant is seeking minor request approval to allow for a 36' x 60' agricultural building for AG equipment for the property located at 10413 N. Granville Road.
- c) Groth Design Group for Wisconsin Lutheran Seminary. The applicant is seeking building and site plan amendment approval to allow for additions to the existing buildings to provide additional educational spaces for the property located at 11640-11660 N. Seminary Drive.

MOTION:	Motion to Approve the Consent Agenda
MOVER:	Commissioner John Stoker
SECONDER:	Commissioner Stephanie Hawley
AYES:	Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

4) Regular Business

- a) Point Real Estate for Swan Ridge Farms. The applicant is seeking final plat approval to allow for Phase II of the Swan Ridge Farms subdivision consisting of a total of the remaining 42-lots for the lands located immediately south of and west of 10129 N. Swan Road.

Asst. Dir. Jac Zader stated that everything is in accordance to the plat and there are only a few punch list items left to complete. He mentioned that there was some public feedback provided on the dais but that if the applicant has completed all requirements, the Commission is obligated to approve the final plat.

Public Feedback

Tim Spears - 9211 W. Stanford Court - he has concerns regarding drainage issues. He stated that he previously raised these concerns and that only half of the water goes into the storm ponds and the rest of the water flows through the neighborhood.

Asst. City Eng. McCraw explained staff met with some of the residents on Standford Court over the summer as they had concerns about the drainage during the development stages, which was prior to the grading being completed. Since then, inspections have been completed of the entire site, including the storm water retention ponds, and all requirements have been met. He

commented that there is off-site drainage coming from the two existing homes located on Swan Road that is not meant to be captured within the pond and is meant to drain around the pond and continue on as it did before.

There was conversation regarding the drainage and water flow on site. Asst. City Eng. McCraw confirmed that the water flow was double - checked as there were concerns about the water flow in this area. He explained that the water is not from the development, it comes from the east, as it did previous to the new subdivision development. The new development is not required to take in off-site storm water into their pond.

The applicant, Tony Zanon from the Pinnacle Engineering Group, explained that there was not enough vertical elevation to take on the water from the west and the east to bring all the water into the storm water pond. The pond catches as much water as it possibly can. He stated that all City requirements as well as all the requirements from MMSD have been met. He added that all discharge regulations have been met as well.

Asst. City Eng. McCraw emphasized that there are several layers of inspections done regarding the stormwater management plans, including a full survey of the pond, the engineering firm does an inspection and submits a report to the City, there is a 3rd party stormwater management plan review, as well as reviews from DNR and MMSD staff.

Asst. Dir. Zader reminded the Commission that if the City Engineering states that everything in the DA has been met, the final plat must be approved. The discussion about the drainage concerns should not be considered regarding the approval of the final plat.

There was some discussion about the tree line buffer between Huntington Park subdivision and Swan Ridge Farms subdivision.

Public Feedback

Jane Chevak - 10129 N. Swan Ridge Road - she lives in one of the homes on Swan Ridge and has been working with Cole McCraw for 2 years regarding water drainage in this area. She stated she has lost trees due to standing water and the southwest portion of her property is always under water. She feels that the opportunity to solve the water issue in this area was missed.

It was requested that additional information be submitted to the Alderpersons prior to the next Common Council meeting regarding background on the two complaints from the public.

MOTION:	Motion to Approve
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner John Stoker
AYES:	Mayor Andrew Nerbun, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth

NAYS:	Alderman Robert Strzelczyk
RESULT:	Passed

- b) J&J Custom Homes for Gorelik. The applicant is seeking minor request approval to allow for the removal of two (2) specimen trees to allow for a new single-family home building pad for the property located at 12345 N. East Shoreland Drive.

Commissioner Stoker recused himself.

Public Feedback

Ann Dredge - 13136 NW Shoreland Drive - she is on the Tree Board, and she is passionate about the trees remaining as is, as they are heritage trees, about 250 years old. She believes the building pad should be relocated so the trees can remain in place.

City Forester, Nate Herlache, stated there are many specimen trees on this parcel. He explained that he met with the applicant on site in September and discussed alternative areas for the building pad to be located, but no alternative building plans were submitted. He believes there is room for some reconfiguration or moving the proposed home closer to the river in order to preserve the identified specimen trees, reduce the grade, prevent soil compaction and the ultimate death of the proposed specimen trees requested to be removed.

The applicant stated that the submitted survey shows this parcel being located in the 100-year floodplain at an elevation of approximately 664-feet. The homeowner is requesting a walk-out basement and the developer likes to keep the basement foundation two-feet above that point, so if the building pad is pushed any further to the west, it would impede this area and put the house at risk of water issues. Their intent is to always keep the trees in place, but the identified 41" Burr Oak specimen tree immediately adjacent to the proposed garage is the only one within the danger area, along with the identified 24" Pine tree. He commented that they would replace any removed trees with the same caliber of trees.

City Forester Herlache answered an inquiry from the Commission that the 2 specimen trees are in very good health and that the 250-year old tree could live to be 400-450 years old.

There was discussion regarding the options and consequences of moving the house to the west.

MOTION:	Move to Denial
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Alderman Robert Strzelczyk
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None

RESULT:	Passed
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- c) Wade Design. The applicant is seeking building and site plan amendment approval to allow for modifications to the existing building including a new front entrance and patio for the property located at 6510-6512 W. Mequon Road.

City Planner Natalie Redding stated that this is a request for building and site plan amendment approval brought forward from Wade Design, one of the two tenants of the building. The redesign project is aimed at modernizing and improving the property while bringing it closer to being in compliance with the Town Center zoning code. There are several building changes proposed, including building additions on the southwest and east side of the building, an outdoor patio space, a second floor balcony, updated siding and shingles and a new building color. The addition planned for the southwest portion of the building will include an additional office and a meeting room. The addition to the east will allow for exterior access to an existing lower level storage area. The additions will adhere to the offset requirements of the Town Center zoning district. The only work planned for the other tenant space is remodeling of the two bathrooms.

The bell tower and exterior angular element will be removed from the building to restore a more traditional architectural element. Additionally, natural limestone will be added to the base of the building to reflect the Town Center lannon stone appearance that is prevalent throughout the zoning district. Final staff approval of the stone selection is required as a condition of approval.

Staff approve of the relocation of the dumpsters which is necessary to account for the east side building addition. An interior landscape island is required in the parking lot, as is additional landscaping along Mequon Road to serve as screening of the parking area. A Town Center light fixture is recommended on the southeast side. The existing monument sign will be replaced with a masonry sign wall and will match the bottom of the pillars of the building. Staff recommends approval of the building and site plan amendment.

The Commission provided positive feedback on the proposed modifications and changes to the existing building.

MOTION:	Motion to Approve
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Alderman Robert Strzelczyk
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

- d) Granville Ridge LLC for Elroy Klug. The applicant is seeking concept plan approval to allow for a 13-lot conservation subdivision on 60 acres for the properties located at the northeast corner of Granville and Mequon Roads and west portion of 11449 N. Farmdale Road.

Commissioner Stoker recused himself from this item.

Public Comment

John Donofrio - 11154 Sutton Ridge Drive - he asked about whether there will be sidewalks outside the subdivision as he feels there should be, as Mequon Road is a very busy state highway.

Asst. Dir. Zader showed the map of the two parcels involved. The applicant is keeping the parcel with the house on it, approximately 15 acres, and the rest will be sold for the proposed subdivision which will occur off Granville Road. It is proposed to be a 13-lot subdivision on 60 acres, which will include all the requirements of a conservation subdivision including:

- Required to have a 300-foot open space buffer off each road.
- Allowed to have the septic systems located in the easements.
- Wetlands are present on the site in the front and the back.
- They are allowed a bonus lot because the development is more than 25 acres.

He stated that the average lot size will be 1.5 -1.65 acres which is typical for a conservation subdivision design. The code requires two access points and staff do not want an access point off Mequon Road due to safety issues, so a circle road is proposed with both entrance points on Granville Road. Staff support the concept plan as proposed.

MOTION:	Motion to Approve
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Architect Martin Choren
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Oliver Ellsworth
RECUSED:	John Stoker
RESULT:	Passed

- e) Riverland Meadows. The applicant is seeking development agreement, preliminary plat and stewardship plan approval to allow for a 12-lot conservation subdivision for the property located at 4001 W. Pioneer Road.

Public Comment

Jon Gutoski - 14046 Highland Drive - he is not opposed to the project but stated that the drainage currently travels across the entire field to Riverland and into the lots slightly east. He explained that his yard is the buffer to the river. There is a significant creek to the northern edge of his property, and he is concerned that the drainage be constructed correctly to ensure his property is not negatively affected.

Asst. Dir. Zader stated that the concept plan for this 12-lot conservation subdivision, Riverland Meadows, was previously approved. The submitted preliminary plat was slightly modified to meet some of the requirements of the concept plan. One change to note is the adjustment to the entrance road to line up with the property line across the street. Additionally, the applicant eliminated the septic easements to ensure they meet the 75-foot requirement that was a condition of approval.

He commented that the Stewardship Plan is thorough and well-done and meets all the requirements in the code. This is something new that is being incorporated, and it will be turned into a legal document that dictates the terms, recorded with the Register of Deeds and all homeowners will be responsible for the guidelines and requirements included in the plan. The proposed Development Agreement includes two (2) spec homes allowed prior to final plat and all conditions required. Staff recommend approval of the preliminary plat, the Stewardship Plan and the Development Agreement.

MOTION:	Motion to Approve
MOVER:	Architect Martin Choren
SECONDER:	Commissioner Stephanie Hawley
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

5) Announcements

- a) 2026 Meeting Calendar

6) Adjourn

MOTION:	Motion to Approve
MOVER:	Architect Martin Choren
SECONDER:	Commissioner Stephanie Hawley

AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner John Stoker, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Passed

The meeting concluded at 7:30 p.m.

Respectfully Submitted
Robin Buzzell
Administrative Assistant

DRAFT



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Mequon, WI 53092-1930
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Fax: 262/242-9655

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Community Development

TO: Planning Commission
FROM: Natalie Redding, Planner
DATE: January 26, 2026
SUBJECT: Marlene Kasten. The applicant is seeking certified survey map approval for a 3-lot land division for the property located at 14325 N. Granville Road.

Background:

The applicant is seeking Certified Survey Map approval for a 3-lot land division for the parcel located at 14325 N Granville Road. The current lot is 24.47 acres. The proposed land division would separate the parcel into three lots, with Lot 1 at 11.775 acres and both Lot 2 and 3 at 5.005 acres each, after right-of-way dedication.

Site Conditions:

The City Forester identified a specimen tree on proposed lot 3 of the CSM. Any future construction on this lot will thus require preservation of the 54” Swamp White Oak and adherence to protection standards.

R-1 District Standards:

The proposed CSM is consistent with the R-1 standards including the minimum average lot width and length of 300 feet, and the minimum lot size of 5 acres. Per City of Mequon Code Section 58-265(e), the minimum lot size for uses in the Agricultural Overlay (OA) zoning district shall have an area of not less than ten acres. The minimum lot size for property used only as residential shall be in accordance with the underlying base district. As such, Lot 1 will maintain the OA zoning and associated uses, as it will remain over 10 acres. Lots 2 and 3, as they will be under 10 acres, will not. Lots 2 and 3 are vacant and will be able to accommodate a suitable building footprint along with the 20-foot side and rear offsets. The existing home on Lot 1 of the proposed CSM is nonconforming to the setback requirement along Granville Road. Due to the dedication of right-of-way along Granville, the CSM will increase the nonconformity.

	District Standard	Proposed Lots
Minimum Lot Size	5-acre minimum	11.775 acres (Lot 1); 5.005 acres (Lot 2); 5.005 acres (Lot 3)

Minimum average lot width and length	300 feet	North/South: Lot 1 avg. 1274.4 feet, Lot 2 avg. 541.6 feet, Lot 3 avg. 541.6 feet East/West: Lot 1 avg. 402.5 feet, Lot 2 avg. 402.5 feet, Lot 3 avg. 405.5 feet
Setback from Granville Road	50 feet	All proposed lots can meet

Engineering Report:

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

The proposed certified survey map includes the dedication of right-of-way along Pioneer Road and Granville Road at the ultimate right of way width. Dedication is a condition of approval.

Wetlands appear to be present on site on Lot 1. A wetland delineation report and concurrence by the WDNR was not provided with the application. There is a note that the wetland locations have been traced from the Ozaukee County GIS website. The applicant shall have a delineation completed and the CSM show the wetland protective area, the delineator, and the date of delineation and DNR concurrence. Alternatively, the applicant shall add a note to the CSM that no development of any kind can occur on Lot 1 until a delineation is completed and is approved by the appropriate regulatory authorities. Lots 2 and 3 do not have mapped wetlands, so the restriction is only suggested for Lot 1.

The site is located outside of the City’s sewer service area and therefore is not required to connect to public sewer or water. Soil percolation evaluation reports were provided with the application. Private septic/mounds or water service shall be permitted through Ozaukee County and the WDNR.

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

The land division application does not propose any land disturbance. Construction of single-family homes will be permitted through the Inspections Division.

Staff Recommendation:

Staff recommends approval of the Certified Survey Map subject to the following conditions:

1. Final staff technical review and approval of CSM. The applicant shall make any technical corrections to the final CSM.

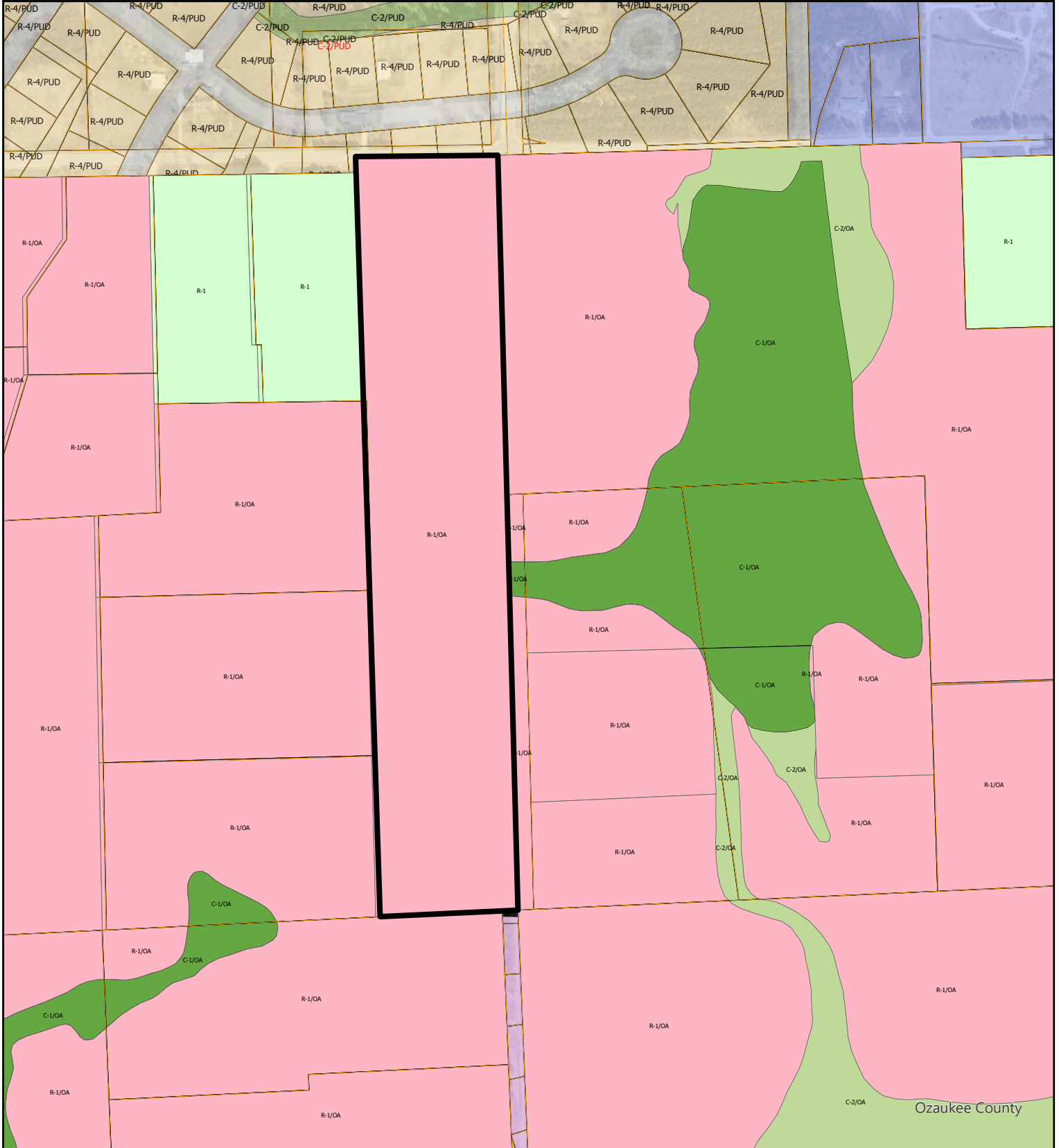
2. No certified survey map shall be offered for recording or recorded after 180 days from the date of approval by the Planning Commission.
3. Common Council approval of the right of way dedication.
4. The applicant shall submit a wetland delineation report with concurrence by the DNR. The report shall identify the width of the wetland protective area, which shall be shown on the CSM. The CSM shall also show the delineator, date of delineation, and date of DNR concurrence. Alternatively, the applicant shall add a note to the CSM that no development of any kind can occur on Lot 1 until a delineation is completed and is approved by the appropriate regulatory authorities.
5. For home/driveway construction that exceeds 5,000 square feet of impervious area, each individual lot will be required to provide a green infrastructure plan meeting MMSD requirements. Alternatively, the developer could plan for a regional stormwater facility that meets City ordinances and MMSD Chapter 13. The green infrastructure improvements also require a Stormwater Maintenance and Easement Agreement, subject to City Attorney review and approval, and a drainage financial guarantee.
6. The applicant shall submit an electronic file for the proposed certified survey map in an AutoCAD format in Wisconsin State Plane Coordinate system South Zone (NAD 83).

Attachments:

Packet Docs_Kasten

MARLENE KASTEN CSM

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



Certified Survey Map

Sheet 2 of 2

Part of the NE Fractional 1/4 and SE 1/4 of the NE 1/4 of
Section 6, Township 9 North, Range 21 East, City of
Mequon, Ozaukee County, Wisconsin.

Owner's Certificate:

As owner, I hereby certify that I caused the land shown and described herein to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. I also certify that this Certified Survey Map is required to be submitted to the following for approval:

City of Mequon Plan Commission
City of Mequon Common Council

Marlene Kasten
Marlene Kasten

STATE OF WISCONSIN)
WASHINGTON COUNTY) s.s. Ozaukee 2025
Personally came before me this 15th day of December, 2025, the above named owner is to me known to be the same person who executed the foregoing instrument and acknowledge the same.

(Notary Seal) Hatim Fairaq Notary Public,

Thiensville Wisconsin.

My commission expires May 14, 2029



Hatim Fairaq

City of Mequon Plan Commission Approval:

This land division is hereby approved by the Mequon City Plan Commission
as being in conformance with the City's Subdivision Ordinance this _____ day of _____, 2026.

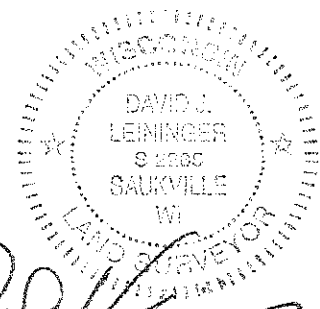
Andrew Nerburn, Chairman

Carrie Enea, Secretary

City of Mequon Common Council Approval:

This land division is hereby approved by the Mequon City Common Council
as being in conformance with the City's Subdivision Ordinance this _____ day of _____, 2026.

Andrew Nerburn, Mayor



David J. Leininger
David J. Leininger, S-2285

Dated this 11th day of November, 2025.

RESTRICTION NOTE :

1. NO DEVELOPMENT OF ANY KIND, INCLUDING THE CONSTRUCTION OF A PERMANENT STRUCTURE, SHALL OCCUR ON THE LOTS IN THIS C.S.M. UNTIL PERFORMANCE OF A DELINEATION OF WETLAND BOUNDARIES ON THE PROPERTY, IF ANY, BY AN APPROVED WETLAND DELINEATION SPECIALIST AND APPROVAL OF SUCH DELINEATION BY THE APPROPRIATE REGULATORY AUTHORITIES.



Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and location and distance to nearest road.

Please print all information.

Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04 (1) (m)).

County	Ozaukee
Parcel I.D.	14-006-01-001.00
Reviewed By	Date

Property Owner Marlene Kasten				Property Location Govt. Lot 1/4, NE1/4, S6, T9N, R21E			
Property Owner's Mailing Address 14325 N. Granville Road				Lot # 2	Block #	Subd. Name or CSM# Proposed Certified Survey Map	
City Mequon	State WI	Zip Code 53097	Phone Number (262) 395-5862	<input checked="" type="checkbox"/> City	<input type="checkbox"/> Village	<input type="checkbox"/> Town	Nearest Road Mequon See Drawing
<input checked="" type="checkbox"/> New Construction		Use: <input checked="" type="checkbox"/> Residential / Number of bedrooms <u>4</u>		Code derived design flow rate <u>600</u>		GPD	
<input type="checkbox"/> Replacement		<input type="checkbox"/> Public or commercial - Describe:					
Parent material <u>Loess over Sicl Glacial Till</u>				Flood plain elevation, if applicable <u>NA</u> ft.			
General comments Site is suitable for a mound system (A+4). See Mound Component Manual for Septic Tank Effluent for Private Onsite Wastewater and recommendations: Systems.							

If imprint is in red
is an original copy

1 Boring # Boring Pit Ground surface elev. 884.9 ft. Depth to limiting factor 16 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft ²	
									*Eff#1	*Eff#2
A _p	0-8	10YR3/2	-	sicl	2fsbk	mfr	as	3vf	0.4	0.6
B _t	8-16	7.5YR3/4	-	cl	2mabk	mfr	cw	2vf	0.4	0.6
BC	16-24	10YR5/4	c-1-d 7.5YR5/8	sicl	2mabk	mfr	gw	1vf	0.4	0.6
		slightly	calcareous							
C	24-32	10YR5/4	c-2-d 7.5YR5/8	sicl	1mabk	mfr	-	-	0.2	0.3
		strongly	calcareous							

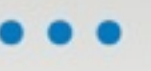
4 Boring # Boring Pit Ground surface elev. 881.9 ft. Depth to limiting factor 20 in.

Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	Roots	Soil Application Rate GPD/ft ²	
									*Eff#1	*Eff#2
A _p	0-12	10YR3/2	-	sicl	2fsbk	mfr	as	2vf	0.4	0.6
B _t	12-20	7.5YR3/4	-	cl	2mabk	mfr	cw	1vf	0.4	0.6
BC	20-28	10YR5/4	c-1-d 7.5YR5/8	sicl	2mabk	mfr	gw	1vf	0.4	0.6
		slightly	calcareous							
C	28-40	10YR5/4	c-2-d 7.5YR5/8	sicl	1mabk	mfr	-	-	0.2	0.3
		strongly	calcareous							

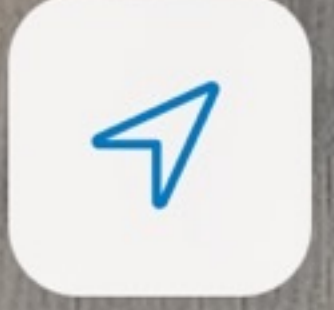
* Effluent #1 = BOD₅ > 30 ≤ 220 mg/L and TSS > 30 ≤ 150 mg/L

* Effluent #2 = BOD₅ ≤ 30 mg/L and TSS ≤ 30 mg/L

CST Name (Please Print) Eric M. Schmitz	Signature: 	CST Number 222021
Address Eric Schmitz Corporation 2334 Stonebridge Circle Unit A West Bend, WI 53095	Date Evaluation Conducted 11/25/2025	Telephone Number 262-338-6994



GPS accuracy 15.1 ft



14-006-01-004.00

-01-005.00

14-006-01-001.00

-003.00

14-005-07-004.00

004.00

Granville-Road

4-006-13-001.00







11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Planning Commission
FROM: Jac Zader, Assistant Director Community Development
DATE: January 26, 2026
SUBJECT: The Hat Trick Development, LLC. The applicant is seeking certified survey map approval to allow for a correction to an existing property lot line for the property located immediately north of 8440 W. Donges Bay Road.

Background: The applicant is seeking a one lot Certified Survey Map approval for the parcel located immediately north of 8440 W Donges Bay Road. The current lot is 16.75 acres and was originally part of the Mequon Soccer Club and was originally split off in 2015. The CSM is being requested to correct a property line error with the site immediately to the east. No other changes are being requested as part of the application.

Engineering Report:

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

Staff will perform a technical review of the CSM upon approval. The applicant shall make any technical corrections to the final CSM.

Staff Recommendation: Staff recommends approval of the Certified Survey Map subject to the following conditions:

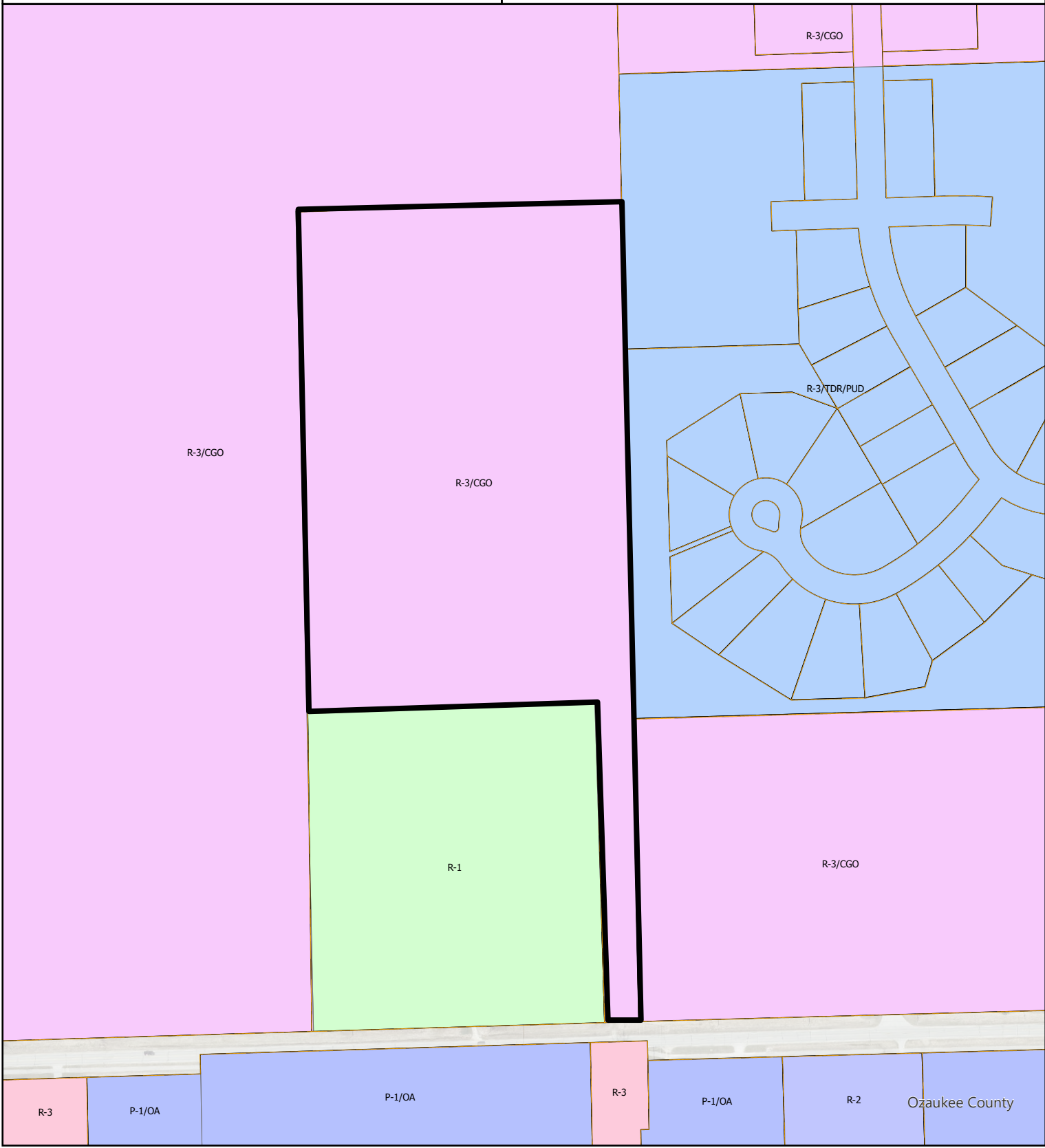
1. Final staff technical review and approval of CSM. The applicant shall make any technical corrections to the final CSM.
2. No certified survey map shall be offered for recording or recorded after 180 days from the date of approval by the Planning Commission.
3. The applicant shall submit an electronic file for the proposed certified survey map in an AutoCAD format in Wisconsin State Plane Coordinate system South Zone (NAD 83).

Attachments:

Packet Docs_Hat Trick

HAT TRICK DEVELOPMENT, LLC

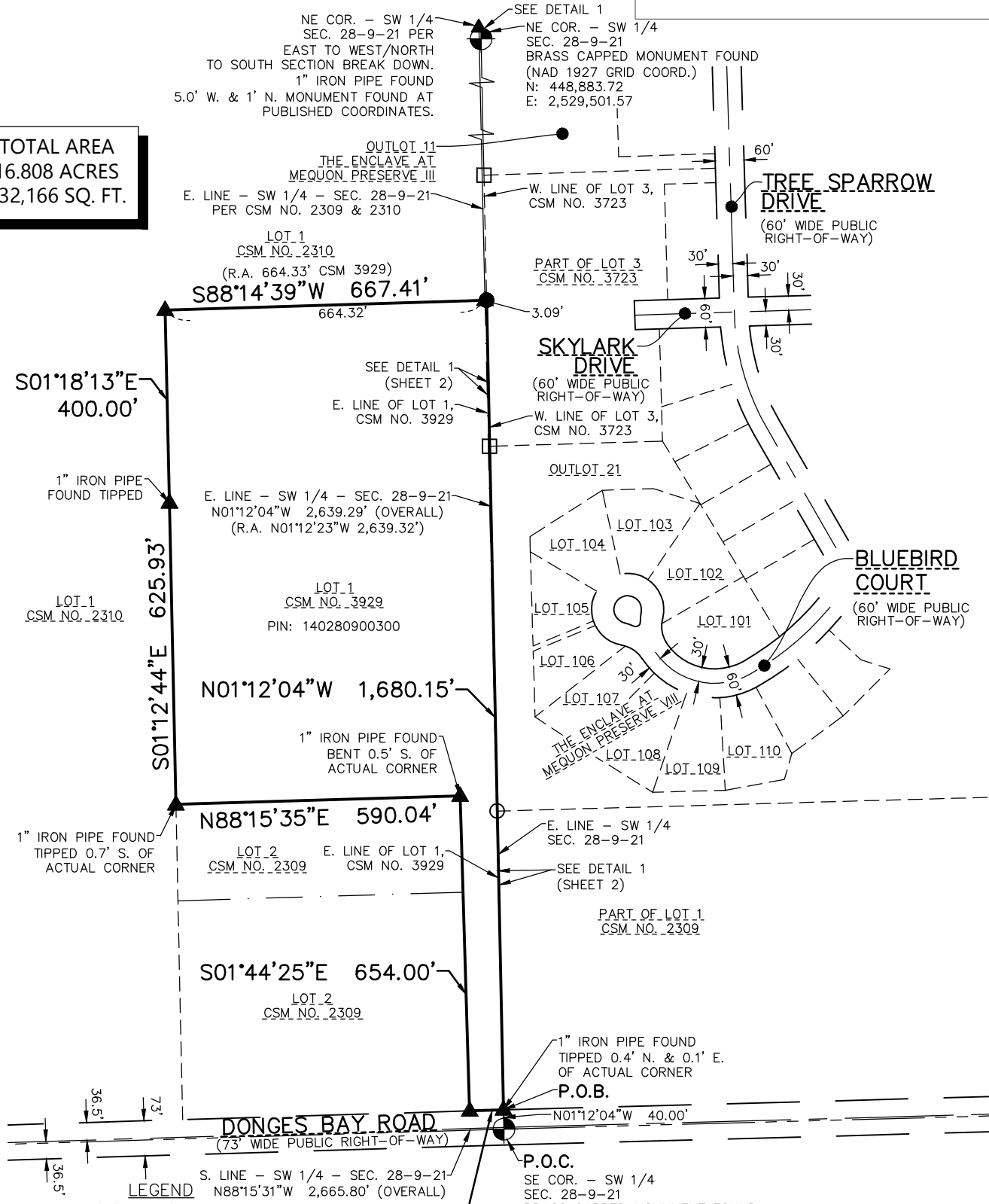
AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family 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



CERTIFIED SURVEY MAP

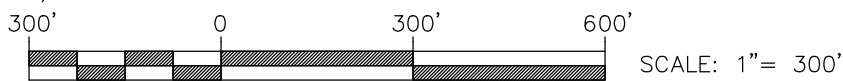
FOR
MTE GROUP DEVELOPMENT 20 LLC
 LOT 1 OF CSM NO. 3929 AND PART OF THE SOUTHEAST
 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4,
 SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY
 OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

TOTAL AREA
 16.808 ACRES
 732,166 SQ. FT.



- LEGEND**
- - 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
 - - 1 1/4" REBAR FOUND
 - ▲ - 1" IRON PIPE FOUND
 - - 3/4" REBAR FOUND
 - ⊙ - SECTION CORNER MONUMENT FOUND
- (R.A.) "RECORDED AS" INFORMATION

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OZAUKEE COUNTY. THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 28 HAS A BEARING OF NORTH 88°-15'-31" WEST.



OWNER:
 MTE GROUP DEVELOPMENT 20 LLC
 W49 N669 CEDAR RESERVE CIRCLE
 CEDARBURG, WI 53012

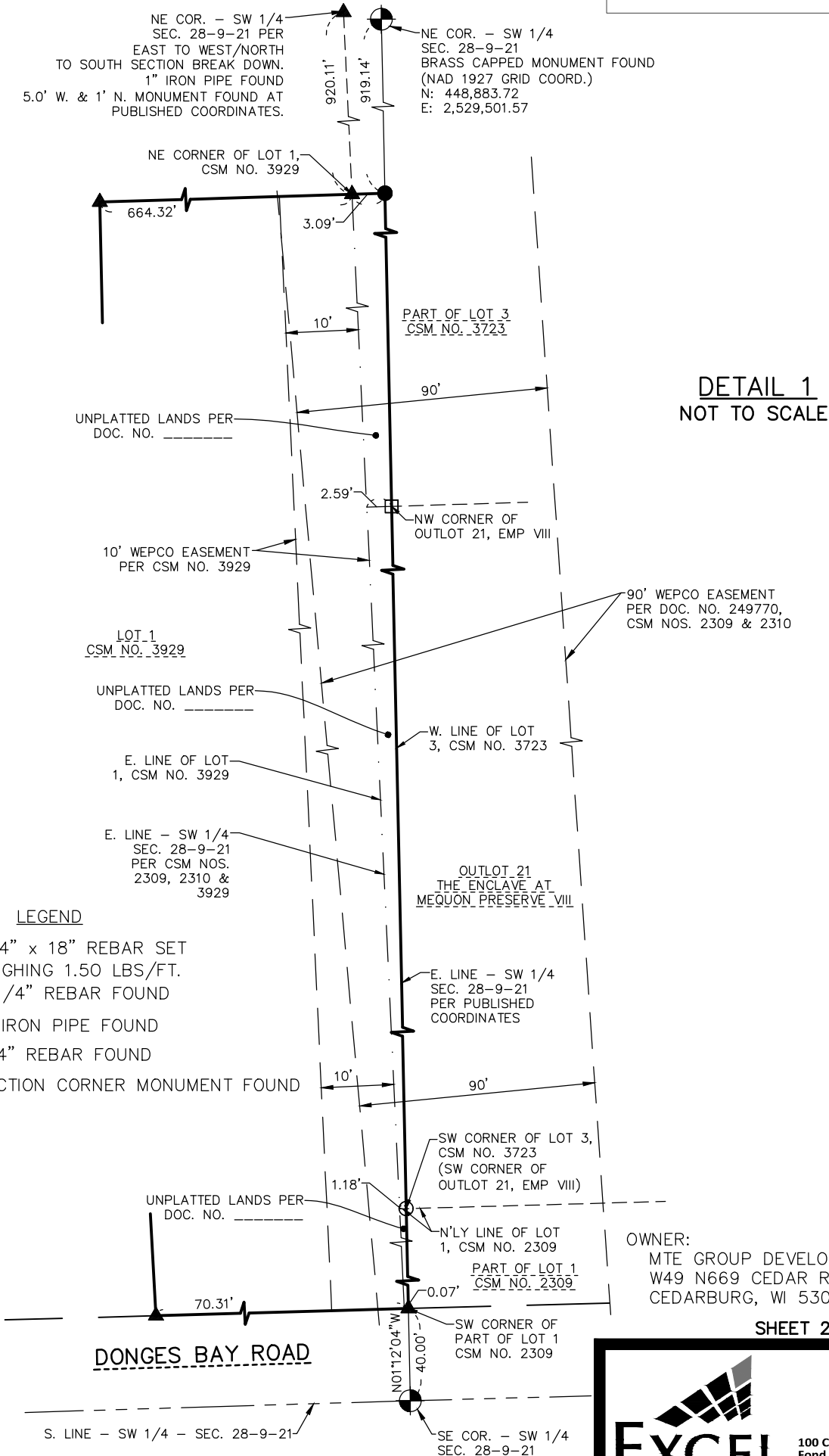
SHEET 1 OF 4 SHEETS

EXCEL
 ARCHITECTS • ENGINEERS • SURVEYORS
 Always a Better Plan

100 Camelot Drive
 Fond Du Lac, WI 54935
 Phone: (920) 926-9800
 www.EXCELENGINEER.com
JOB NO. 240349500

CERTIFIED SURVEY MAP

FOR
MTE GROUP DEVELOPMENT 20 LLC
 LOT 1 OF CSM NO. 3929 AND PART OF THE SOUTHEAST
 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4,
 SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY
 OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



DETAIL 1
 NOT TO SCALE

LEGEND

- - 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
- - 1 1/4" REBAR FOUND
- ▲ - 1" IRON PIPE FOUND
- - 3/4" REBAR FOUND
- ⊙ - SECTION CORNER MONUMENT FOUND

OWNER:
 MTE GROUP DEVELOPMENT 20 LLC
 W49 N669 CEDAR RESERVE CIRCLE
 CEDARBURG, WI 53012

SHEET 2 OF 4 SHEETS

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JOB NO. 240349500

CERTIFIED SURVEY MAP

LOT 1 OF CSM NO. 3929 AND PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of MTE Group Development 20 LLC bounded and described as follows:

Lot 1 of Certified Survey Map No. 3929, recorded in the Ozaukee County Register of Deeds Office as Document No. 1016547, and part of the Southeast 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin being more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 28; thence North 01°-12'-04" West along the East line of said Southwest 1/4, a distance of 40.00 feet to the point of beginning; thence continuing North 01°-12'-04" West along said East line, a distance of 1,680.15 feet to the North line of lands described in said Document No. _____, said point also being the Easterly extension of the North line of said Lot 1; thence South 88°-14'-39" West along said North line, a distance of 667.41 feet to a Westerly line of said Lot 1; thence South 01°-18'-13" East along said Westerly line, a distance of 400.00 feet; thence South 01°-12'-44" East along said Westerly line, a distance of 625.93 feet to a Southerly line of said Lot 1; thence North 88°-15'-35" East along said Southerly line, a distance of 590.04 feet to a Westerly line of said Lot 1; thence South 01°-44'-25" East along said Westerly line, a distance of 654.00 feet to the North right-of-way line of Donges Bay Road; thence North 88°-15'-31" East along said North line, a distance of 70.38 feet to the point of beginning and containing 16.808 acres (732,166 sq. ft.) of land more or less.

That such 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 Subdivision Ordinance of the City of Mequon in surveying, dividing and mapping the same.

Ryan Wilgreen, P.L.S. No. S-2647
ryan.wilgreen@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935
Project Number: 240349500

CERTIFIED SURVEY MAP

LOT 1 OF CSM NO. 3929 AND PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

MTE Group Development 20 LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map.

MTE Group Development 20 LLC does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1. City of Mequon

WITNESS the hand and seal of said owner this _____ day of _____, 20__.

MTE Group Development 20 LLC

_____, _____
(Print) (Title)

STATE OF _____)

_____ COUNTY)SS

Personally, came before me this _____ day of _____, 20__, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____

My Commission Expires: _____



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Planning Commission
FROM: Jac Zader, Assistant Director Community Development
DATE: January 26, 2026
SUBJECT: P2 Development. The applicant is seeking certified survey map approval for a land division of five (5) parcels into 2-lots for the properties located at 11030, 11020, and 10950 N. Buntrock Avenue, 11027 N. Weston Drive and the property immediately to the south of 11027 N. Weston Drive.

Background: The applicant requests certified survey map approval for the property located at 11030, 11020 and 10950 N Buntrock Avenue, 11027 N Weston Drive and the property immediately to the south. The Planned Unit Development (PUD) concept plan was approved at the October 27, 2025, Planning Commission and at the December 9, 2025, Common Council meeting (Ord#2025-1686).

Certified Survey Map:

The proposed CSM shows the five existing lots to be combined into one two lots. Lot 1 will include the 58 rowhouses and Lot 2 will include the three-story mixed-use building. The proposed lots meet the requirements of the TC zoning district. The CSM shows cross access easements between the two proposed lots but does not show access easements to the south to accommodate future development. Staff conditions address that the final CSM show the cross-access easements to the south. The CSM also shows the existing buildings on site, one of which crosses the proposed parcel line. As a condition of approval, the CSM shall not be recorded until the exiting buildings have been razed and the CSM is updated to reflect this condition.

Engineering Report:

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

Right-of-way was previously dedicated at the ultimate right-of-way width. No additional dedication is required.

Lot 1 and Lot 2 have access to the public right-of-way. The CSM shows shared ingress-egress easements for both lots. The CSM indicates that the declaration documents will be recorded separately, and are subject to City Attorney review and approval.

There is no indication of wetlands on the site. The site was screened for mapped wetlands using

WDNR Surface Water Data Viewer.

The site is located within the City's sewer service area and connections to the public sewer and water utility are required. Sanitary sewer is available for connection on Buntrock Avenue pending flow calculations and evaluation. Water main shall be extended along the entire developed property frontage in accordance with the Mequon Water Connection Policy.

The CSM does not propose any land disturbance. The development's construction will require adherence to the City's stormwater ordinances and require a fill permit and an erosion control permit from the Engineering Division. The full requirements were added as a condition to the rezoning approval and will be further detailed in the development agreement and building site plan review.

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 certified survey map subject to the following conditions:

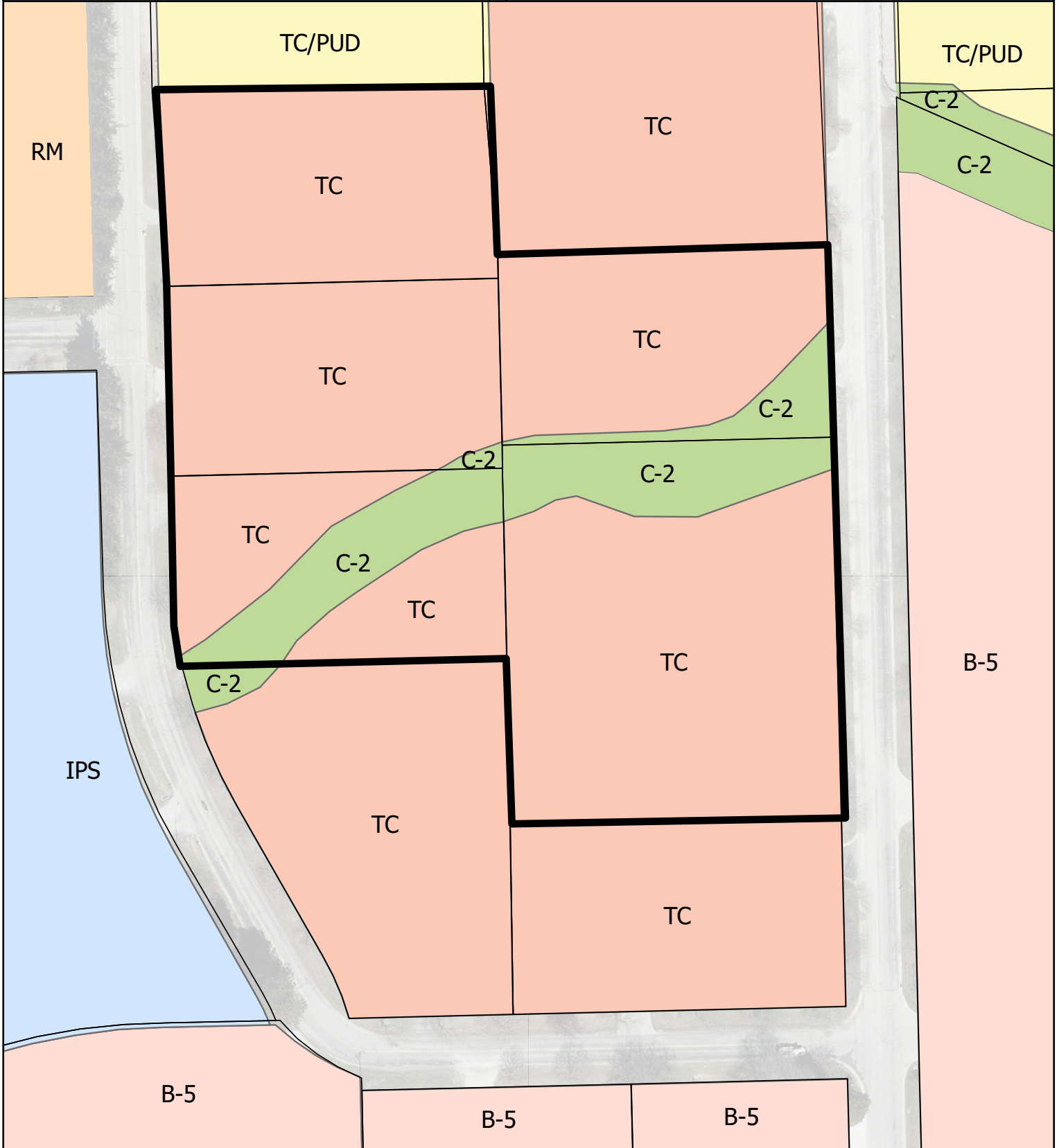
1. All requirements of the PUD (Ord#2025-1686) shall be met.
2. The CSM shall not be recorded until the existing buildings are razed and the document is updated to reflect this condition.
3. City Attorney review and approval of all legal documents.
4. The CSM shall include a cross-access easement along the entire south property line.
5. Final staff technical review and approval of CSM. The applicant shall make any technical corrections to the final CSM.
6. The applicant shall submit an electronic file for the proposed certified survey map in an AutoCAD format in Wisconsin State Plane Coordinate system South Zone (NAD 83).

Attachments:

Packet Docs_P2

Exhibit B
P₂ DEVELOPMENT

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





SITE INFORMATION BLOCK	
BUILDING INFORMATION	
UNITS	DESCRIPTION
40	3 BEDROOM UNITS
18	2 BEDROOM UNITS
1	3-STORY MIXED USE BUILDING (14,400 S.F. FLOOR PLATE)
PARKING INFORMATION	
STALLS	DESCRIPTION
40	MIXED USE GARAGE PARKING STALLS
116	TOWNHOME PARKING STALLS
104	INTERNAL LOT PARKING STALLS
16	WESTON DRIVE PARKING STALLS
276	TOTAL PARKING STALLS

P2 DEVELOPMENT & PROPERTY MANAGEMENT
 524 Technology Way
 Saukville, WI 53080-1677
 www.p2development.com
 (262) 377-7259

Site Planning & Landscape Architecture

teska associates
 627 Grove Street
 Evanston, Illinois
 60201-4474

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

PROJECT TITLE:
**FOXTOWN TOWNHOMES II
 WESTON DRIVE
 MEQUON, WI 53092**

PLAN TITLE:
**PROPOSED
 SITE PLAN**

DRAWN BY:
KJP

DESIGNED BY:
KJP

CHECKED BY:
KJP

PLAN DATE:
1/8/2026

PROJECT NO:
IPD-19-25

PRELIMINARY

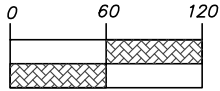
SHEET NO:
C1.02

CERTIFIED SURVEY MAP

TO COMBINE CERTIFIED SURVEY MAP 124, RECORDED AS DOCUMENT NO. 210071, PARCEL 1 AND PARCEL 2 OF CERTIFIED SURVEY MAP 728, RECORDED AS DOCUMENT NO. 273023, AND UNPLATTED LANDS, ALL BEING PART OF THE NORTHWEST 1/4, THE NORTHEAST 1/4, THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

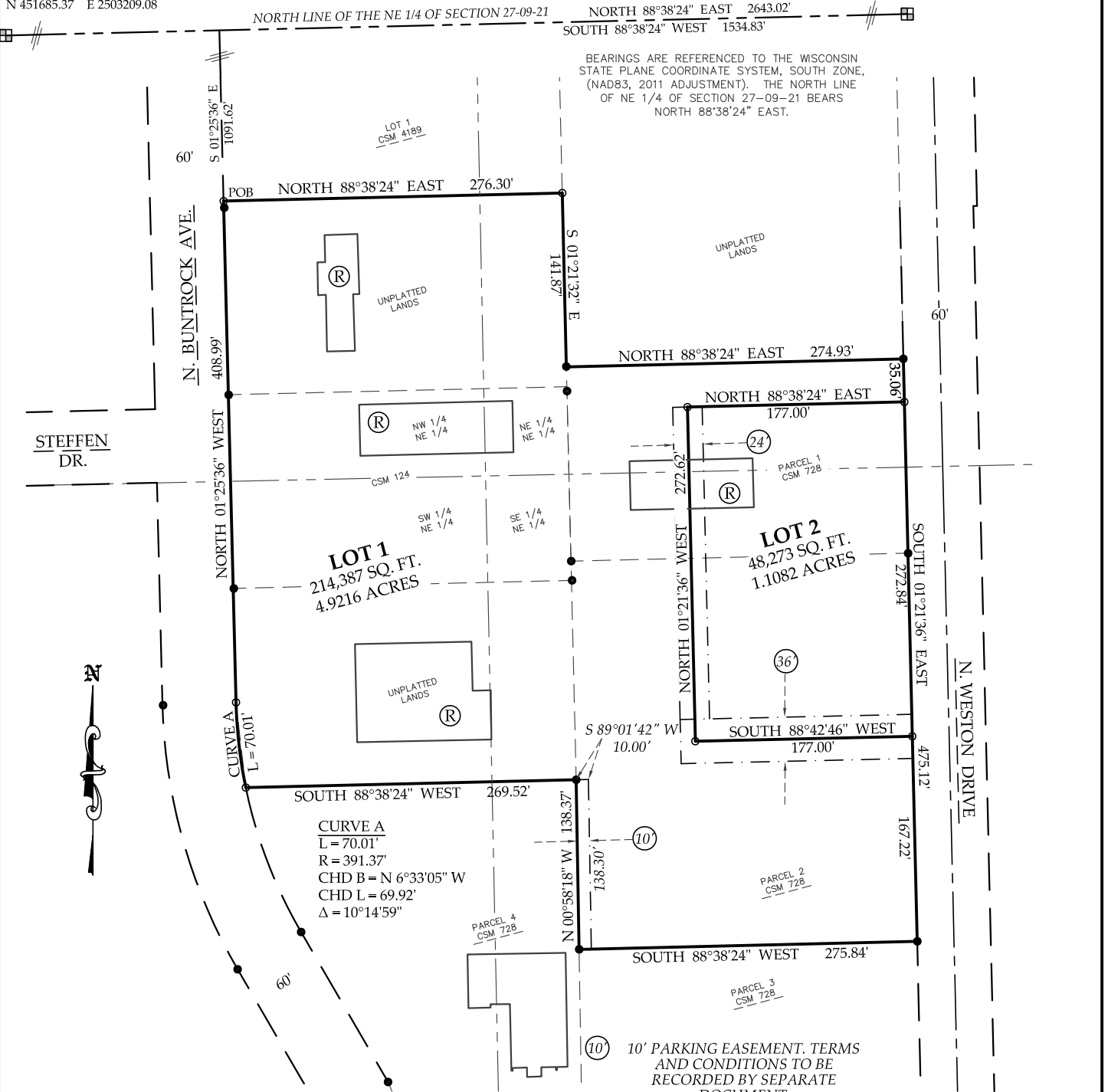
PRELIMINARY

NORTHWEST CORNER OF THE NE 1/4 OF SECTION 27-09-21
FOUND BRASS DISC IN CONCRETE.
N 451685.37 E 2503209.08



OWNER:
KRANITZ TWO, LLC
1509 N. PROSPECT AVE.
MILWAUKEE, WI 53202

NORTHEAST CORNER OF THE NE 1/4 OF SECTION 27-09-21.
FOUND BRASS DISC IN CONCRETE.
N 451748.09 E 2505851.09

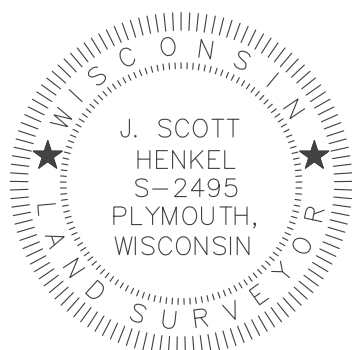
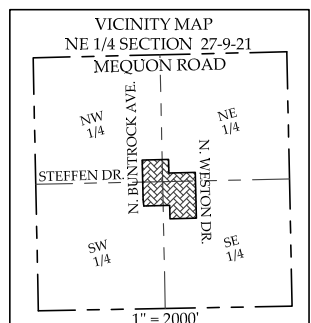


BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, (NAD83, 2011 ADJUSTMENT). THE NORTH LINE OF NE 1/4 OF SECTION 27-09-21 BEARS NORTH 88°38'24\"/>

CURVE A
L = 70.01'
R = 391.37'
CHD B = N 6°33'05\"/>

- (10) 10' PARKING EASEMENT. TERMS AND CONDITIONS TO BE RECORDED BY SEPARATE DOCUMENT.
- (24) 24' INGRESS/EGRESS EASEMENT FOR THE BENEFIT OF LOT 1 & 2. TERMS AND CONDITIONS TO BE RECORDED BY SEPARATE DOCUMENT.
- (36) 36' INGRESS/EGRESS EASEMENT FOR THE BENEFIT OF LOT 1 & 2. TERMS AND CONDITIONS TO BE RECORDED BY SEPARATE DOCUMENT.

- LEGEND**
- 1\"/>



122 Wisconsin Street, West Bend, WI 53095
262.346.7800 kparish@parishse.com
FN: PD-19-25 Date: 12/02/25

SURVEYED BY B. HOTTENSTEIN
MAPPED BY J. SCOTT HENKEL, PLS

SHEET 1 OF 3

CERTIFIED SURVEY MAP

TO COMBINE CERTIFIED SURVEY MAP 124, RECORDED AS DOCUMENT NO. 210071, PARCEL 1 AND PARCEL 2 OF CERTIFIED SURVEY MAP 728, RECORDED AS DOCUMENT NO. 273023, AND UNPLATTED LANDS, ALL BEING PART OF THE NORTHWEST 1/4, THE NORTHEAST 1/4, THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

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

CERTIFIED SURVEY MAP 124, RECORDED AS DOCUMENT NO. 210071, PARCEL 1 AND PARCEL 2 OF CERTIFIED SURVEY MAP 728, RECORDED AS DOCUMENT NO. 273023, AND UNPLATTED LANDS, ALL BEING PART OF THE NORTHWEST 1/4, THE NORTHEAST 1/4, THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 21 EAST, CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 27;
THENCE SOUTH 88°38'24" WEST, 1534.83 FEET, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4;
THENCE SOUTH 01°25'36" EAST, 1091.62 FEET, ALONG THE EAST LINE OF N. BUNTROCK AVENUE TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 88°38'24" EAST, 276.30 FEET;
THENCE SOUTH 01°21'32" EAST, 141.87 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL 1;
THENCE NORTH 88°38'24" EAST, 274.93 FEET, ALONG THE NORTH LINE OF SAID PARCEL 1 TO THE WEST LINE OF N. WESTON DRIVE;
THENCE SOUTH 01°21'36" EAST, 475.12 FEET, ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF SAID PARCEL 2;
THENCE SOUTH 88°38'24" WEST, 275.84 FEET, ALONG THE SOUTH LINE OF SAID PARCEL 2 TO THE SOUTHWEST CORNER OF SAID PARCEL 2;
THENCE NORTH 00°58'18" WEST, 138.37 FEET, ALONG THE WEST LINE OF SAID PARCEL 2 AS MONUMENTED, TO THE NORTHWEST CORNER OF SAID PARCEL 2;
THENCE SOUTH 88°38'24" WEST, 269.52 FEET, ALONG THE NORTH LINE OF PARCEL 4 OF SAID CERTIFIED SURVEY MAP 728 TO THE EAST LINE OF N. BUNTROCK AVENUE;
THENCE ALONG SAID EAST LINE BEING THE ARC OF A CURVE BEARING TO THE RIGHT 70.01 FEET, WITH A RADIUS OF 391.37 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 6°33'05" WEST, 69.92 FEET;
THENCE NORTH 01°25'36" WEST, 408.99 FEET, ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

CONTAINING 262,652 SQUARE FEET // 6.0298 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE MAP PREPARED IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES AS SHOWN AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AND THE CITY OF MEQUON SUBDIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

PSE

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

FN: PD-19-25

Date: 12/02/25

SHEET
2
OF
3

CERTIFIED SURVEY MAP

TO COMBINE CERTIFIED SURVEY MAP 124, RECORDED AS DOCUMENT NO. 210071, PARCEL 1 AND PARCEL 2 OF CERTIFIED SURVEY MAP 728, RECORDED AS DOCUMENT NO. 273023, AND UNPLATTED LANDS, ALL BEING PART OF THE NORTHWEST 1/4, THE NORTHEAST 1/4, THE SOUTHEAST 1/4, AND THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, COUNTY OF OZAUKEE, STATE OF WISCONSIN.

OWNER'S CERTIFICATE

AS OWNER, **KRANITZ TWO, LLC**, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED HEREON. WE ALSO CERTIFY THAT THIS MAP IS IN ACCORDANCE WITH WISCONSIN STATUTES 236.34 AND THE CITY OF MEQUON REQUIREMENTS FOR CERTIFIED SURVEY MAPS.

MARTIN W. MEYER, AGENT

STATE OF WISCONSIN
_____:SS
_____ COUNTY

PERSONALY CAME BEFORE ME THIS _____ DAY OF _____, 202____, _____,
TO ME KNOWN AS THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.

NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES: _____

CITY OF MEQUON APROVAL

THE LAND DESCRIBED HEREIN HAS BEEN SURVEYED, COMBINED, AND MAPPED AS SUBMITTED, AND APPROVED BY THE CITY OF MEQUON ON THIS _____ DAY OF _____, 202____.

CAROLINE FOCHS, CITY CLERK

CITY COUNCIL RESOLUTION

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF MEQUON IS HEREBY APPROVED BY THE CITY COUNCIL ON THIS _____ DAY OF _____, 202____.

ANDREW NERBUN, MAYOR



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

FN: PD-19-25

Date: 12/02/25

Minutes from October 27, 2025

The zoning district currently allows 1-family cluster developments as a conditional use. The proposed text amendment to allow for 2-family cluster developments is a compatible extension of the existing uses in the area and staff believe it is an appropriate use in this small commercial node. Two-family cluster developments can be considered consistent with the existing development in the area and with the overall intent of the neighborhood commercial zoning. Given that other residential uses exist nearby, staff believe the proposed use would not disrupt the character or the functionality of the district.

Staff recommend that the CUG refer back to the requirements of zoning standards of the R-6 zoning district which mirrors the approach used for the single-family CUG.

Staff acknowledge that this text amendment was recommended by staff earlier this year as a potential path forward when the Donges Cove development proposal was submitted. This is the same applicant that initiated this request. Staff believe this would provide a clear regulatory framework for evaluating similar proposals without compromising the intent of the neighborhood commercial district and what it allows.

Staff recommend the text amendment to allow conditional grant use to 2-family dwellings as a cluster development with technical standards related to the R-6 zoning standards.

The Commission stated the text amendment prevents spot zoning and agrees it is a great use for this area. The Commission is pleased to have some of the vacant properties cleaned up and redeveloped. They support this text amendment and the use going forward.

Action

Commissioner Hawley made a motion to approve according to staff conditions.

Commissioner Choren seconded the motion.

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

RESULT:	APPROVED [7 TO 0]
MOVER:	Stephanie Hawley, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Schaefer, Urbani
ABSENT:	Ellsworth, Stoker

d) **P2 Development.** The applicant is seeking rezoning recommendation and concept plan approval for a zoning change TC (Town Center) to TC/PUD (Town Center/Planned Development Unit) to allow for 58 residential units and a 3-story mixed-use building for the five (5) properties located at 11030, 11020, and 10950 N. Buntrock Avenue and 11027 N. Weston Drive and the property immediately to the south.

Public Comment

Mary Sampe 10772 N. Cambridge Court (Windsor Estate Condominiums) - she is concerned about the traffic issues in this area due to the schools, buses as well as the kids walking in the

Minutes from October 27, 2025

area without sidewalks. She also commented there is not adequate lighting in the area. She is worried about 58 additional homes adding to these existing concerns.

Joe Hanser - 7085 W. Mequon Trail - he is concerned about the increased congestion and stated it is difficult to get around that area due to the traffic due to the new townhomes and apartments in the area. He would like the developer to consider the effect on the existing neighbors.

Asst. Dir. Zader stated that this request is for a rezoning request from Town Center zoning to Town Center with Planned Unit Development zoning. Five (5) parcels will be combined into two (2) parcels and create a community similar to the townhomes to the north on Buntrock Road. There will be a combination of 3-bedroom buildings, 2-bedroom buildings and a mixed-use building with commercial uses on the first level, offices on the second level and extended stay units on the third level.

There have been numerous site plan iterations from the applicant as the biggest concern has been the traffic in the area due to the neighboring schools. Staff recommends eliminating the proposed access point at the south end of the development onto Buntrock Road as there will be two other shared access points. Staff recommends a pedestrian pathway, instead of a road, through the development from Weston Drive to Buntrock Road as well as sidewalks added along Buntrock Road and through the development to Weston Drive with on street parking along Weston Drive. He discussed additional aspects of connectivity for the proposed development.

There was some discussion about the traffic in the area and the other neighboring developments. The Commission supports the layout of the proposed development.

He commented that the current assessed value is approximately \$1.6M and the estimated value of the proposed development is approximately \$20M. Asst. Dir. Zader related that the applicant is agreeable to the closing of the access onto Buntrock Road. There has not been any communication or concern from the school district. Staff are supportive of the proposed plan and rezoning recommendation request.

The applicant, Bob Bach, stated that his apartment properties in the neighborhood have operated at 97.5% occupancy at all times and the townhomes immediately to the north of the proposed development have been 100% occupied. He mentioned the various community amenities that will be available at the proposed development and stressed the walkability for the surrounding area.

Action

Alderman Strzelczyk made a motion to approve the rezoning recommendation per staff conditions.

Commissioner Hawley seconded the motion.

A roll call vote was taken; vote passed (6-1) (No vote: Schaefer)

Minutes from October 27, 2025

RESULT:	APPROVED [6 TO 1]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Stephanie Hawley, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Hawley, Urbani
NAYS:	Schaefer
ABSENT:	Ellsworth, Stoker

5) Announcements

The next meeting is Monday, December 1, 2025, at 6:00 p.m.

6) Adjourn

Action

Commissioner Shaefer made a motion to adjourn the meeting.

Commissioner Urbani seconded the motion.

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

The meeting adjourned at 8:37 p.m.

Respectfully Submitted,

Jac Zader



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Planning Commission
FROM: Cole McCraw, Assistant City Engineer
DATE: January 26, 2026
SUBJECT: Mequon I LLC for The Enclave at Mequon Preserve Phase IX. The applicant is seeking development agreement approval to allow for Phase IX of The Enclave at Mequon Preserve subdivision located west and east of 10622 N. Tree Sparrow Road.

Background:

The applicant is requesting development agreement amendment for The Enclave at Mequon Preserve Phase IX. Initially, this phase consisted of the final 19 lots of the subdivision. The development agreement (DA) is being amended to only include 13 lots (lots 114-126). Initially, both remaining areas west and east of Tree Sparrow Drive were included with Phase IX, but this amendment will adjust Phase IX to include just the east portion.

The preliminary plat was approved on January 13, 2020, and the final plat will be subject to further consideration by the Planning Commission at the time of its submission. The amended phase generally includes approximately 500 feet of roadway extension, sewer and water extension, and storm sewer.

Development Agreement and Amendment:

Please see the attached development agreement for Phase IX, which was approved by Planning Commission in September 2025 and the Common Council in October 2025.

The amendment replaces the legal description of the development property and changes sections of the DA that mention the total number of lots in the phase, which is amended from 19 lots to 13 lots.

Engineering Report:

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

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

The site plans for Phase IX are under review by the Engineering Division. Civil plan approval and all necessary permits must be obtained from the Engineering Division prior to any work.

The developer must conform with all preliminary plat requirements.

Staff Recommendation:

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

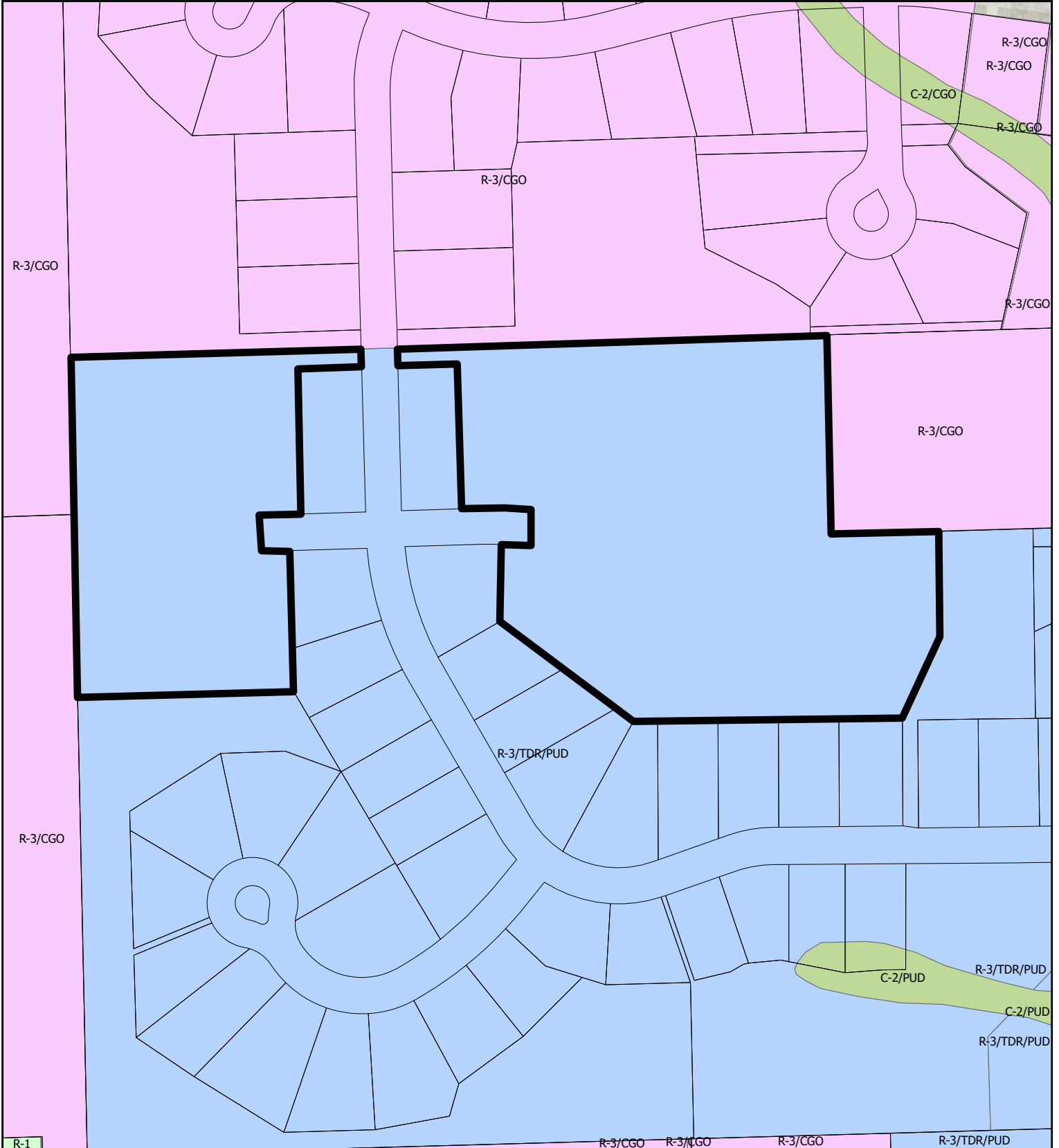
- 1. Review and approval of the DA amendment by the City Attorney.
- 2. Common Council approval of the DA amendment.

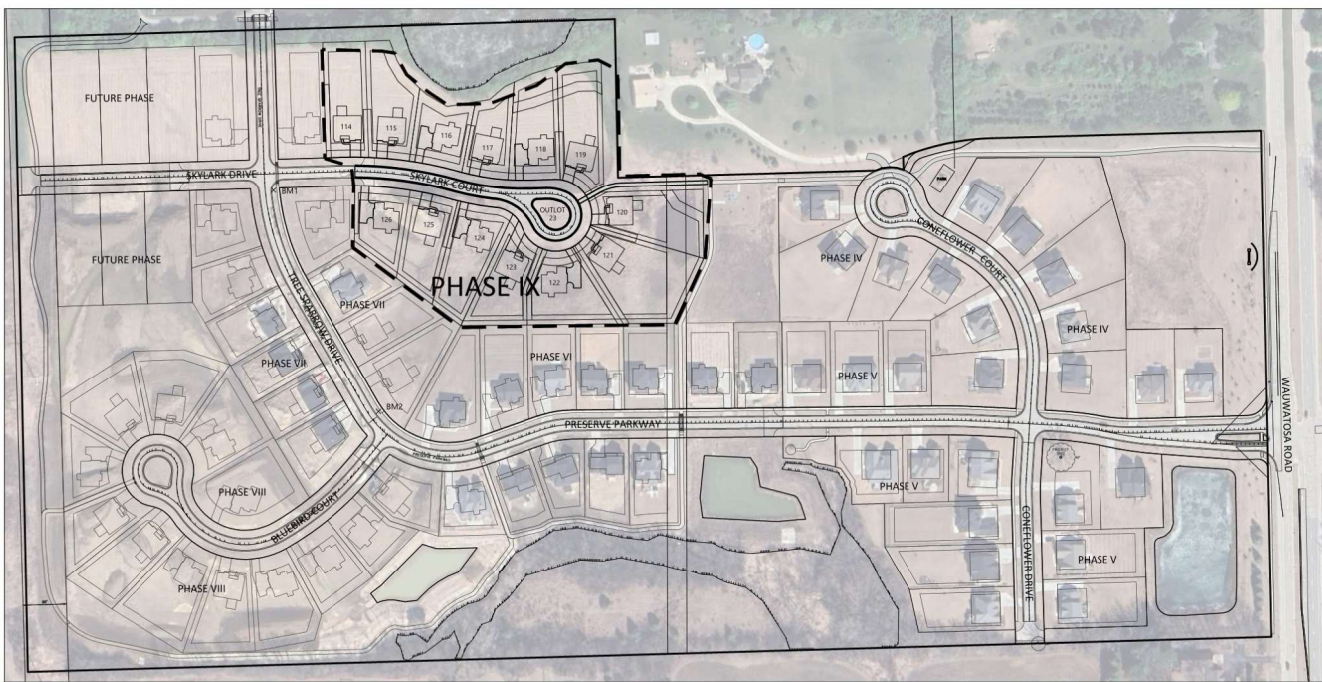
Attachments:

Packet Docs_EnclaveIX

ENCLAVE

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





SUBDIVISION LAYOUT OVERVIEW



EMPS IX Development Agreement Amendment Request

Purpose: Reducing area being developed in this phase.

Changes: 1. Replace legal description of area covered by Development Agreement to reflect reduced area. See Attached.

2. Section 51. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of ~~\$3,800~~ **2,600** (~~19~~ **13** lots or units @ \$200 per lot or unit) prior to Final Plat approval.

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

This Amendment to the Development Agreement to is entered into by and between Mequon I, LLC (the “Developer”), and the City of Mequon, a Wisconsin municipal corporation (the “City”), as of _____, 2026.

RECITALS

A. The parties to entered into a Development Agreement on November 10, 2025 (the “Development Agreement”).

B. The parties are desirous of amending the Development Agreement, in order to amend and restate certain terms and obligations.

IN CONSIDERATION OF the foregoing recitals, the following agreements, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. All defined terms in the Development Agreement shall have the same meaning in this Amendment unless otherwise specified herein.
2. Exhibit A of the Development agreement is stricken and replaced with the attached, updated legal description of the property.
2. Section 51 of the Development Agreement is stricken and replaced with the following:

Section 51. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$2,600 (13 lots or units @ \$200 per lot or unit) prior to Final Plat approval.

3. All other terms and provisions of the Development Agreement shall remain in full force and effect.

CITY OF MEQUON

Andrew Nerbun, Mayor

Carline Fochs, City Clerk

Mequon I, LLC

By: _____

Forgewell Building Group, LLC
Chris Ehlers of Forgewell Building Group, LLC,
Its sole Member

DRAFT

EMP Phase 9 Legal Description

Part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds Office as Document No. 888068, being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North $01^{\circ}-12'-04''$ West along the West line of said Southeast 1/4, a distance of 1,979.46 feet; thence North $88^{\circ}-15'-57''$ East along the South line of Outlot 11 of The Enclave at Mequon Preserve III Subdivision (EMP III), recorded in the Ozaukee County Register of Deeds Office as Document No. 1072528, a distance of 540.59 feet to the point of beginning; thence continuing North $88^{\circ}-15'-57''$ East along the South line of Outlot 12 of said EMP III and the South line of Outlot 7 of The Enclave at Mequon Preserve II Subdivision (EMP II), recorded in the Ozaukee County Register of Deeds Office as Document No. 1053730, a distance of 710.16 feet; thence South $01^{\circ}-07'-49''$ East along an East line of Lot 3 of said Certified Survey Map No. 3723, a distance of 329.59 feet; thence North $88^{\circ}-23'-07''$ East along a North line of said Lot 3, a distance of 176.32 feet; thence South $00^{\circ}-39'-24''$ East along a West line of The Enclave at Mequon Preserve VI Subdivision (EMP VI), recorded in the Ozaukee County Register of Deeds Office as Document No. 1151354, a distance of 173.48 feet; thence South $24^{\circ}-38'-20''$ West along a Westerly line of said EMP VI, a distance of 148.15 feet; thence South $89^{\circ}-20'-39''$ West along a North line of said EMP VI, a distance of 444.06 feet; thence North $53^{\circ}-30'-33''$ West along an Easterly line of The Enclave at Mequon Preserve VII Subdivision (EMP VII), recorded in the Ozaukee County Register of Deeds Office as Document No. 1164558, a distance of 275.17 feet; thence North $00^{\circ}-24'-35''$ East along an East line of said EMP VII, a distance of 127.45 feet; thence Southeasterly 50.04 feet along the South right-of-way line of Skylark Court on a curve to the right having a radius of 770.00 feet, the chord of said curve bears South $87^{\circ}-43'-43''$ East, a chord distance of 50.03 feet; thence North $04^{\circ}-07'-59''$ East along the East right-of-way line of Skylark Court, a distance of 60.00 feet; thence Northwesterly 84.99 feet along the North right-of-way line of Skylark Court on a curve to the left having a radius of 830.00 feet, the chord of said curve bears North $88^{\circ}-48'-02''$ West, a chord distance of 84.95 feet; thence South $88^{\circ}-15'-57''$ West along the North right-of-way line of Skylark Court, a distance of 29.58 feet; thence North $01^{\circ}-46'-04''$ West along an East line of said EMP VII, a distance of 239.60 feet; thence South $88^{\circ}-15'-57''$ West along a North line of said EMP VII, a distance of 100.00 feet; thence North $01^{\circ}-46'-04''$ West along the East right-of-way line of Tree Sparrow Drive, a distance of 30.00 feet to the point of beginning and containing 9.019 acres (392,862 sq. ft.) of land more or less.

EMP Phase 9 Legal Description

Part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds Office as Document No. 888068, being a part of the Northeast 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North $01^{\circ}-12'-04''$ West along the West line of said Southeast 1/4, a distance of 1,979.46 feet; thence North $88^{\circ}-15'-57''$ East along the South line of Outlot 11 of The Enclave at Mequon Preserve III Subdivision (EMP III), recorded in the Ozaukee County Register of Deeds Office as Document No. 1072528, a distance of 540.59 feet to the point of beginning; thence continuing North $88^{\circ}-15'-57''$ East along the South line of Outlot 12 of said EMP III and the South line of Outlot 7 of The Enclave at Mequon Preserve II Subdivision (EMP II), recorded in the Ozaukee County Register of Deeds Office as Document No. 1053730, a distance of 710.16 feet; thence South $01^{\circ}-07'-49''$ East along an East line of Lot 3 of said Certified Survey Map No. 3723, a distance of 329.59 feet; thence North $88^{\circ}-23'-07''$ East along a North line of said Lot 3, a distance of 176.32 feet; thence South $00^{\circ}-39'-24''$ East along a West line of The Enclave at Mequon Preserve VI Subdivision (EMP VI), recorded in the Ozaukee County Register of Deeds Office as Document No. 1151354, a distance of 173.48 feet; thence South $24^{\circ}-38'-20''$ West along a Westerly line of said EMP VI, a distance of 148.15 feet; thence South $89^{\circ}-20'-39''$ West along a North line of said EMP VI, a distance of 444.06 feet; thence North $53^{\circ}-30'-33''$ West along an Easterly line of The Enclave at Mequon Preserve VII Subdivision (EMP VII), recorded in the Ozaukee County Register of Deeds Office as Document No. 1164558, a distance of 275.17 feet; thence North $00^{\circ}-24'-35''$ East along an East line of said EMP VII, a distance of 127.45 feet; thence Southeasterly 50.04 feet along the South right-of-way line of Skylark Court on a curve to the right having a radius of 770.00 feet, the chord of said curve bears South $87^{\circ}-43'-43''$ East, a chord distance of 50.03 feet; thence North $04^{\circ}-07'-59''$ East along the East right-of-way line of Skylark Court, a distance of 60.00 feet; thence Northwesterly 84.99 feet along the North right-of-way line of Skylark Court on a curve to the left having a radius of 830.00 feet, the chord of said curve bears North $88^{\circ}-48'-02''$ West, a chord distance of 84.95 feet; thence South $88^{\circ}-15'-57''$ West along the North right-of-way line of Skylark Court, a distance of 29.58 feet; thence North $01^{\circ}-46'-04''$ West along an East line of said EMP VII, a distance of 239.60 feet; thence South $88^{\circ}-15'-57''$ West along a North line of said EMP VII, a distance of 100.00 feet; thence North $01^{\circ}-46'-04''$ West along the East right-of-way line of Tree Sparrow Drive, a distance of 30.00 feet to the point of beginning and containing 9.019 acres (392,862 sq. ft.) of land more or less.

Document Number	<p align="center">DEVELOPMENT AGREEMENT</p> <p align="center">Document Name</p>	<p align="center">1178663</p> <p align="center">JENNIFER J. LAURIN OZAUKEE COUNTY REGISTER OF DEEDS RECORDED ON 12/23/2025 02:57 PM REC FEE: 30.00 TRANS FEE: PAGES: 22 EXEMPT #: ELECTRONICALLY RECORDED</p> <hr/> <p>Recording Data</p> <p>Name and Return Address</p> <p>City Engineer 11333 N Cedarburg Road Mequon, WI 53092</p> <hr/> <p>Parcel Identification Number</p> <p>14-028-14-005.00 14-028-15-017.00</p>
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THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of November 10, 2025, by Mequon I, LLC, a Wisconsin Limited Liability Company (the "Developer") and the City of Mequon, a municipal corporation (the "City").

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the "Property").

B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the "Code") provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements.

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer's proposed development on the Property (the "Development"), the Private Improvements, as defined below, and other terms and conditions of the Development.

D. The schedule for the City's Public Works Department, and the City's budget, do not provide for installation of the Public Improvements, and absent this Agreement, there would be a considerable delay in the installation of the Public Improvements.

E. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Improvements. As defined in this Agreement, the following terms and phrases have the following meanings:

"Improvements" means the Private Improvements and the Public Improvements.

"Private Improvements" means all improvements in the Development required by this Agreement other than the Public Improvements.

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

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

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on January 13, 2020. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

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.

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

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

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

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

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

- (a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.
- (f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.
- (g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.
- (h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.
- (i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

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

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

9. Landscaping, Open Space and Signage Plans.

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

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

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

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

10. Street Plans.

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

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

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

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

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

11. Sanitary Sewer System Plans.

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

- (a) In addition to the City's Standard Specifications for Land Development, conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.
- (b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.
- (c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.
- (d) Show all sanitary sewer lateral locations.
- (e) Be designed so the public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

12. Water System Plans.

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

- (i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.
- (ii) All water mains to be installed in a City road right-of-way or easement shall be subject to review and approval of the City Engineer.
- (iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.
- (iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.
- (v) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.
- (vi) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require twelve-inch (12") pipe for the dead end main.
- (vii) Dead end mains must be terminated with a public hydrant and phasing plans.

- (b) Fire Protection.

- (i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.
- (ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

CONSTRUCTION REQUIREMENTS

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

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.

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.

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.

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.

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.

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.

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

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 is to be used.

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

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

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

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

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.

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

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.

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

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) 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.

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

27. Model Homes.

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

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

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

**ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS;
ONGOING AGREEMENTS**

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

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

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

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

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

Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

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

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

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

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

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

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

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

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions

- 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.

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

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

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

OBLIGATIONS OF BUILDER/LOT OWNER

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

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

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

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.

WARRANTIES AND INDEMNIFICATIONS

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.

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.

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 unless such claim is the result of negligent or willful misconduct by the City, or its officers, agents, or employees. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

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

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.

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

43. 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).

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

45. Landscaping 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 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 form and content shall be acceptable to the City Attorney in the use of the City Attorney's reasonable discretion. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the performance bond, letter of credit or cash deposit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

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

47. Surface Completion Guarantee If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a performance bond, letter of credit or cash deposit in the amount of the approved estimate. The form and content shall be acceptable to the City Attorney in the use of the City Attorney's reasonable discretion. The

Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Guarantee to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

48. 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.

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

50. 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 \$3,800 (19 lots or units @ \$200 per lot or unit) prior to Final Plat approval.

51. 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.

52. 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

53. 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.

54. 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.

55. 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

56. 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.

57. 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,

58. 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.

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

GENERAL PROVISIONS

60. 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).

61. 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.

62. 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.

63. 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.

64. 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.

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

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

67. 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: [Signature]
Andrew Nerbun
Mayor

By: [Signature]
Caroline Fochs
Clerk

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on NOVEMBER 10, 2025,
by Andrew Nerbun, Mayor of the City of Mequon.

JANET MEYER
Notary Public
State of Wisconsin

[Signature]
Name: JANET MEYER
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 7/7/2028

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

The foregoing instrument was acknowledged before me on NOVEMBER 10, 2025,
by Caroline Fochs, Clerk of the City of Mequon.

JANET MEYER
Notary Public
State of Wisconsin

[Signature]
Name: JANET MEYER
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 7/7/2028

Approved by: [Signature]
Brian C. Sajdak, City Attorney

EMP Developers Agreement Legal Description

Part of Lot 3 of Certified Survey Map No. 3723, recorded in the Ozaukee County Register of Deeds Office as Document No. 888068, being a part of the Northeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 28, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 28; thence North 01°-12'-04" West along the West line of said Southeast 1/4, a distance of 1,416.84 feet to the point of beginning; thence continuing North 01°-12'-04" West along said West line, a distance of 562.62 feet; thence North 88°-15'-57" East along the South line of Outlot 11 of The Enclave at Mequon Preserve III Subdivision (EMP III), recorded in the Ozaukee County Register of Deeds Office as Document No. 1072528, a distance of 480.59 feet to the West right-of-way line of Tree Sparrow Drive, said point to be known as Reference Point "A"; thence South 01°-46'-04" East along said West line, a distance of 30.00 feet; thence South 88°-15'-57" West along a North line of The Enclave at Mequon Preserve VII Subdivision (EMP VII), recorded in the Ozaukee County Register of Deeds Office as Document No. 1164558, a distance of 106.92 feet; thence South 01°-38'-58" East along a West line of said EMP VII, a distance of 239.60 feet; thence South 88°-15'-57" West along the North right-of-way line of Skylark Drive, a distance of 69.09 feet; thence South 01°-44'-03" East along the West right-of-way line of Skylark Drive, a distance of 60.00 feet; thence North 88°-15'-57" East along the South right-of-way line of Skylark Drive, a distance of 50.00 feet; thence South 01°-38'-58" East along a West line of said EMP VII, a distance of 233.00 feet; thence South 88°-15'-57" West along the North line of The Enclave at Mequon Preserve VIII, recorded in the Ozaukee County Register of Deeds Office as Document No. 1174223, a distance of 359.13 feet to the point of beginning.

ALSO INCLUDING

Commencing at said Reference Point "A"; thence North 88°-15'-57" East along the Easterly extension of the South line of said Outlot 11, a distance of 60.00 feet to the point of beginning; thence continuing North 88°-15'-57" East along the South line of Outlot 12 of said EMP III and the South line of Outlot 7 of The Enclave at Mequon Preserve II Subdivision (EMP II), recorded in the Ozaukee County Register of Deeds Office as Document No. 1053730, a distance of 710.16 feet; thence South 01°-07'-49" East along an East line of Lot 3 of said Certified Survey Map No. 3723, a distance of 329.59 feet; thence North 88°-23'-07" East along a North line of said Lot 3, a distance of 176.32 feet; thence South 00°-39'-24" East along a West line of The Enclave at Mequon Preserve VI Subdivision (EMP VI), recorded in the Ozaukee County Register of Deeds Office as Document No. 1151354, a distance of 173.48 feet; thence South 24°-38'-20" West along a Westerly line of said EMP VI, a distance of 148.15 feet; thence South 89°-20'-39" West along a North line of said EMP VI, a distance of 444.06 feet; thence North 53°-30'-33" West along an Easterly line of said EMP VII, a distance of 275.17 feet; thence North 00°-24'-35" East along an East line of said EMP VII, a distance of 127.45 feet; thence Southeasterly 50.04 feet along the South right-of-way line of Skylark Court on a curve to the right having a radius of 770.00 feet, the chord of said curve bears South 87°-43'-43" East, a chord distance of 50.03 feet; thence North 04°-07'-59" East along the East right-of-way line of Skylark Court, a distance of 60.00 feet; thence Northwesterly 84.99 feet along the North right-of-way line of Skylark Court

on a curve to the left having a radius of 830.00 feet, the chord of said curve bears North 88°-48'-02" West, a chord distance of 84.95 feet; thence South 88°-15'-57" West along the North right-of-way line of Skylark Court, a distance of 29.58 feet; thence North 01°-46'-04" West along an East line of said EMP VII, a distance of 239.60 feet; thence South 88°-15'-57" West along a North line of said EMP VII, a distance of 100.00 feet; thence North 01°-46'-04" West along the East right-of-way line of Tree Sparrow Drive, a distance of 30.00 feet to the point of beginning.

Said lands containing 13.751 acres (598,998 sq. ft.) of land more or less.



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Planning Commission
FROM: Nate Herlache, Forestry Worker
DATE: January 26, 2026
SUBJECT: Victory Homes of Wisconsin for Buening and Heiny. The applicant is seeking minor request approval to allow for the removal of one (1) specimen tree to allow construction of a new residential single-family home for the property located at 3101 W. Hidden Lake Road.

Background:

The property is located at 3101 W. Hidden Lake Road. The property includes 28 specimen trees of the following type and diameter breast height (DBH):

One (1) Juglans nigra – Black Walnut: 20”

- Twenty-one (21) Quercus species – All Oaks: 6”, 8”, 8”, 10”, 10”, 12”, 12”, 12”, 12”, 16”, 18”, 18”, 18”, 18”, 18”, 20”, 24”, 24”, 27”, 27”, 32”
- Six (6) Pinus strobus – White Pine: 12”, 12”, 13”, 13”, 15”, 19”

For each of the trees identified above, the City Forester determined that the tree is in fair or better condition and meets the following minimum criteria to be considered a specimen tree.

Victory Homes of Wisconsin submitted a request for the removal of (1) specimen tree due to the encroachment of prepared driveway within the tree’s critical root zone, creating a risk of root damage and soil compaction, and the subsequent decline and likely death of the specimen tree.

Proposed Removals (see attached plan):

- (1) 20” Black Walnut

Analysis

The City Forester, planning and engineering staff determined that there is an alternative location/design for driveway that would preserve the specimen tree and the other specimen trees on site. Therefore, the plan shall be modified to preserve the specimen tree. The plan may also be modified for the site development is available which would not impact the specimen tree or other specimen trees on site. Some alternative driveway/home location/designs include, but are not limited to, the following to preserve the specimen tree:

- Shift double aproned portion of the driveway 10' south toward the residence to avoid impacts to the existing specimen tree.
- Shift the entire driveway 10' south toward the residence to avoid impacts to the existing specimen tree.
- Trim the north edge of the driveway apron by 10' to avoid impacts to the existing specimen tree.
- Shift the proposed home footprint south 10' to avoid impacts to the existing specimen tree.

Recommendation

The City Forester recommends **denial** of the specimen tree removal. A modified driveway or home location which preserves the specimen tree, is subject to the following conditions:

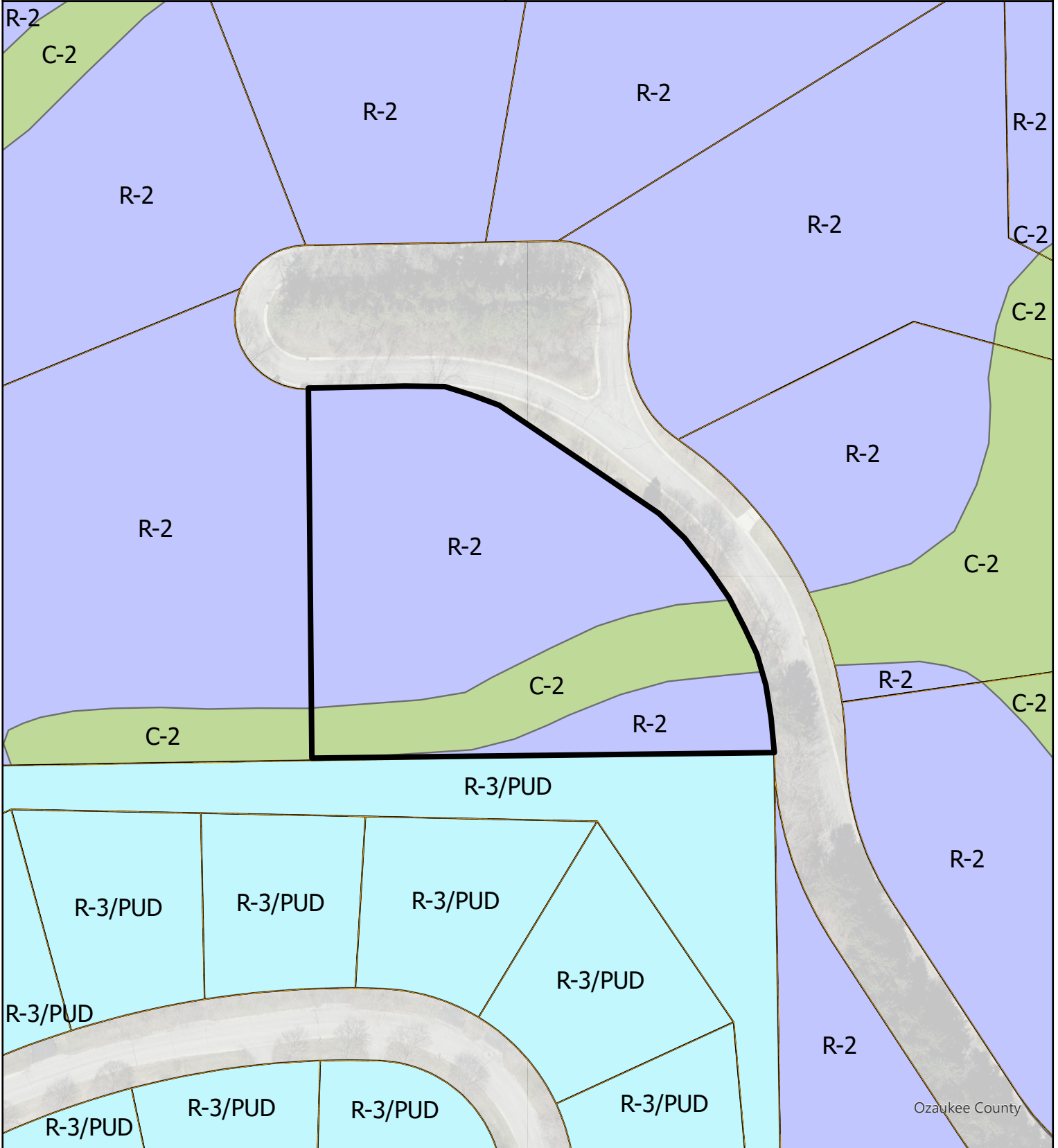
1. The developer/owner shall install snow fences no closer than fifteen (15) feet from the base of the 20' specimen black walnut. Also, the developer/owner shall install snow fencing forming a continuous circle with a minimum of 15' radius measured from the outermost trunks of the native oak stand 20' east of the proposed home footprint.
2. Signs shall be posted informing the public and site workers that the area fence is a protected zone and the zone shall not be changed in the protected zone unless approved by the City Forester or his associate and Engineer.
3. There shall be no storage/parking of vehicles or equipment allowed in the protected zone, and it shall be the responsibility of the developer/owner/contractor to ensure compliance.
4. A building permit shall be issued only after the owner/developer has completed these requirements and the City Forester or his associate has inspected the site.

Attachments:

Packet Docs_BueningHeiny

VICTORY HOMES OF WISCONSIN FOR BUENING AND HEINY

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



Plat of Survey

Property Description:

Lot 1 in Wright Lake Properties, being a subdivision of Outlot 1, Certified Survey Map No. 1319 and lands located in the Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 36, and lands located in the Northeast 1/4 of the Southeast 1/4 of Section 36, in Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, Wisconsin

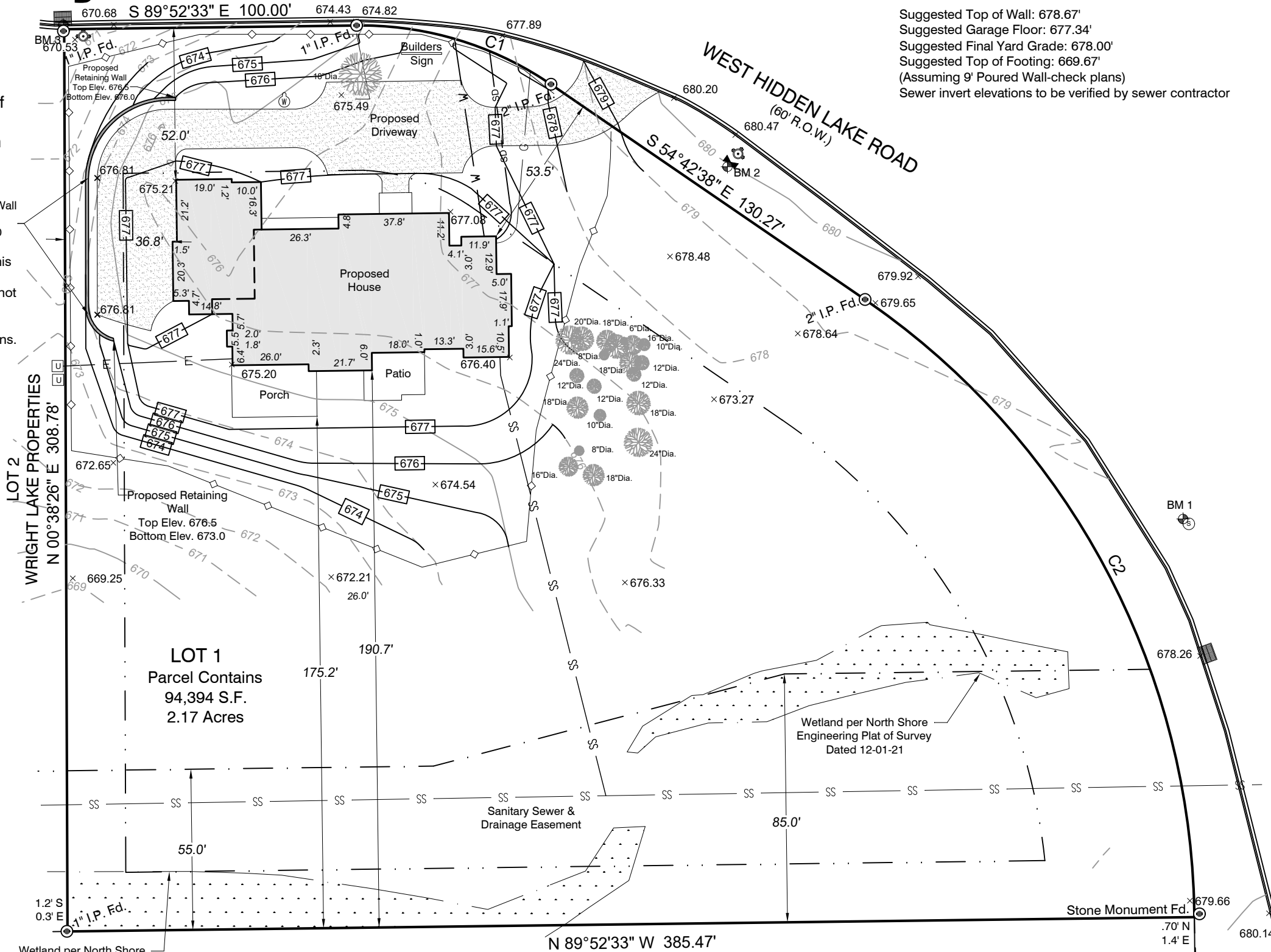
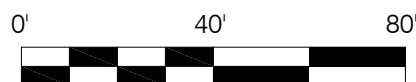
Notes:

1. A title commitment has not been provided and this parcel may be subject to, or benefit from, easements or agreements, written or otherwise, not shown hereon.
2. Outside diameter measured on all monuments.
3. () Indicates recorded as bearings and dimensions.
4. Proposed elevations shown on this drawing are suggested grades and should be verified by the owner and/or the builder and approved by the building inspector.
5. Contractors must verify at least two benchmarks shown hereon.
6. Field work completed on 09-15-25.
7. Building Setbacks
Front = 50'
Side = 20'
Rear = 20'

LEGEND

- Existing Well
- Utility Pedestals
- Curb Inlet
- Sanitary Manhole
- Water Valve
- Fire Hydrant
- Monument Found as Noted
- Benchmark
- Existing Spot Grade
- Proposed Grade
- Proposed Contour
- Existing Contour
- Building Setback Line
- Proposed Storm Sewer
- Proposed Water Line
- Proposed Sewer Line
- Proposed Gas Line
- Proposed Electric Line
- Proposed Silt Fence
- Deciduous Tree

Graphic Scale 1" = 40'



Suggested Top of Wall: 678.67'
Suggested Garage Floor: 677.34'
Suggested Final Yard Grade: 678.00'
Suggested Top of Footing: 669.67'
(Assuming 9' Poured Wall-check plans)
Sewer invert elevations to be verified by sewer contractor

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	115.00'	70.58'	69.48'	S 72°17'36" E
C2	259.31'	248.94'	239.49'	N 27°12'27" W

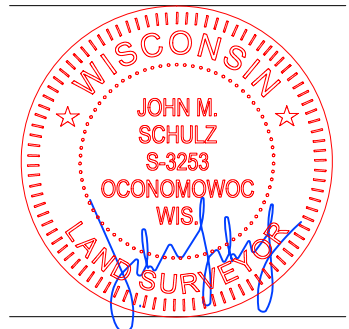
Benchmark (BM) 1: San MH Rim Elev. = 678.90'
Benchmark (BM) 2: Water Valve Rim Elev. = 680.79'
Benchmark (BM) 3: Catch Basin @ BOC Elev. = 669.89'

LAND SURVEYS INC.

21005 Watertown Rd. Suite A2
Waukesha, WI 53186 (262) 312-1034
landsurveysinc.com

SURVEYOR'S CERTIFICATE

I hereby certify that we surveyed the property described above and that the map is a true representation thereof and shows the size and location of the property, its exterior boundaries. Said survey meets the minimum standards for property surveys of the Wisconsin Administrative Code (A-E7) and the map hereon is correct to the best of my knowledge and belief. This Survey is solely for the use of the present owners of the property at the date below.



Dated this 8th Day of October, 2025:
John M. Schulz S-3253

REVISIONS

PREPARED FOR:

Victory Homes of Wisconsin, Inc.
N118W18531 Bunsen Dr
Germantown, WI 53022

BUENING RESIDENCE

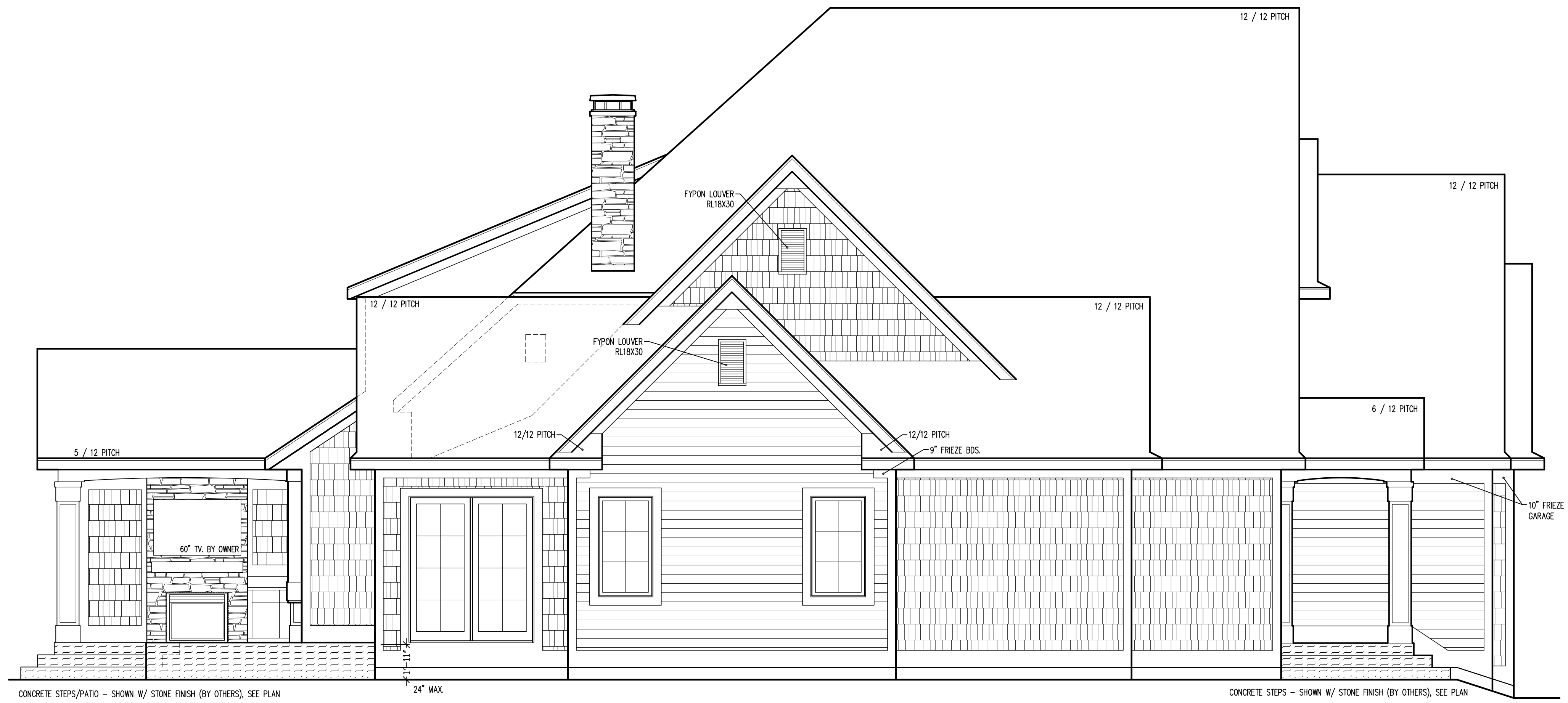
BEARINGS ARE REFERENCED TO
WRIGHT LAKE PROPERTIES,
SOUTH LINE
LOT 1,
BEARS N 89°52'33" W

Drawn By: TM/JS Job# 25525

Sheet 1 of 1



RIGHT SIDE ELEVATION
 1/4"=1'-0"

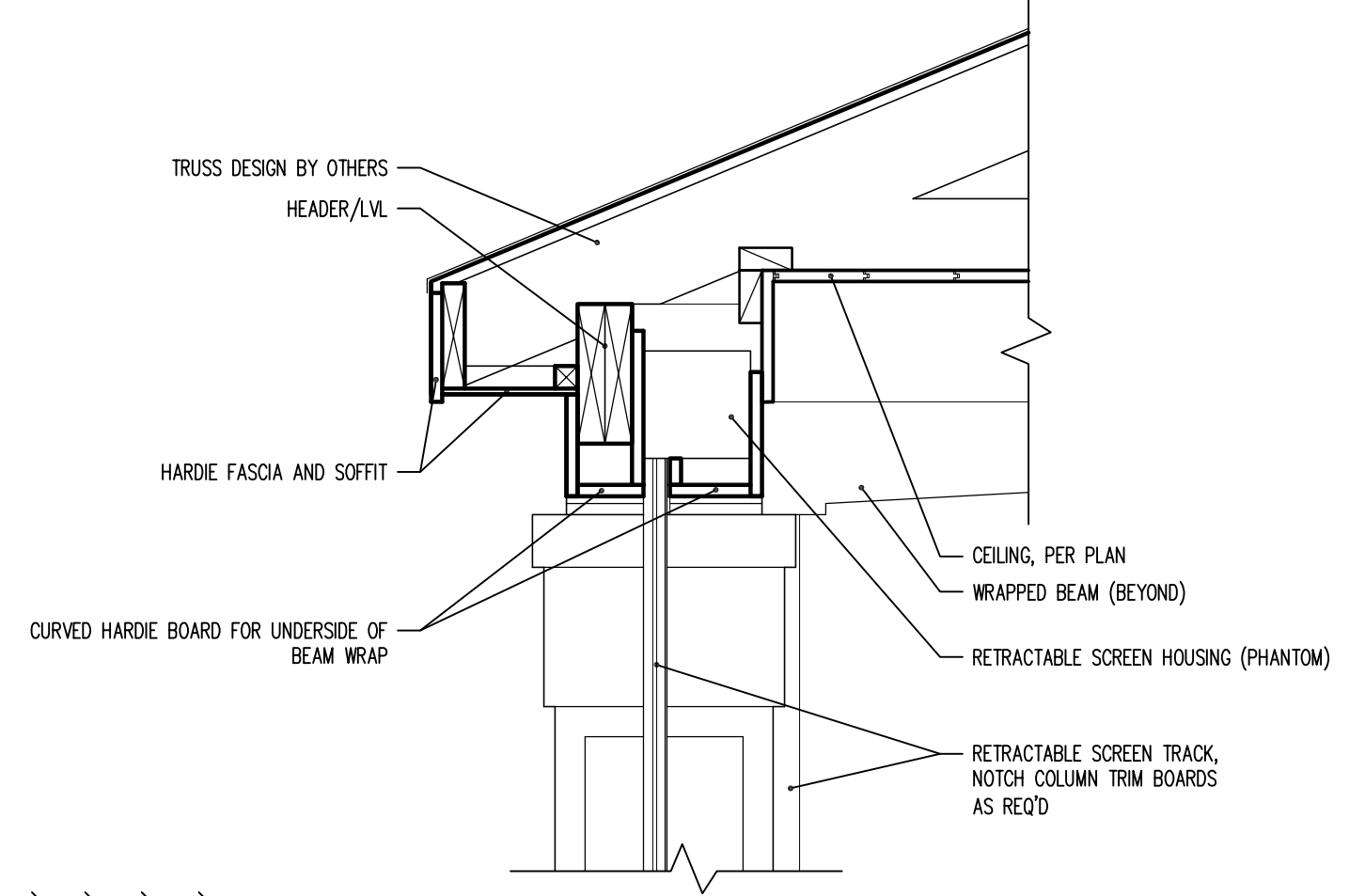
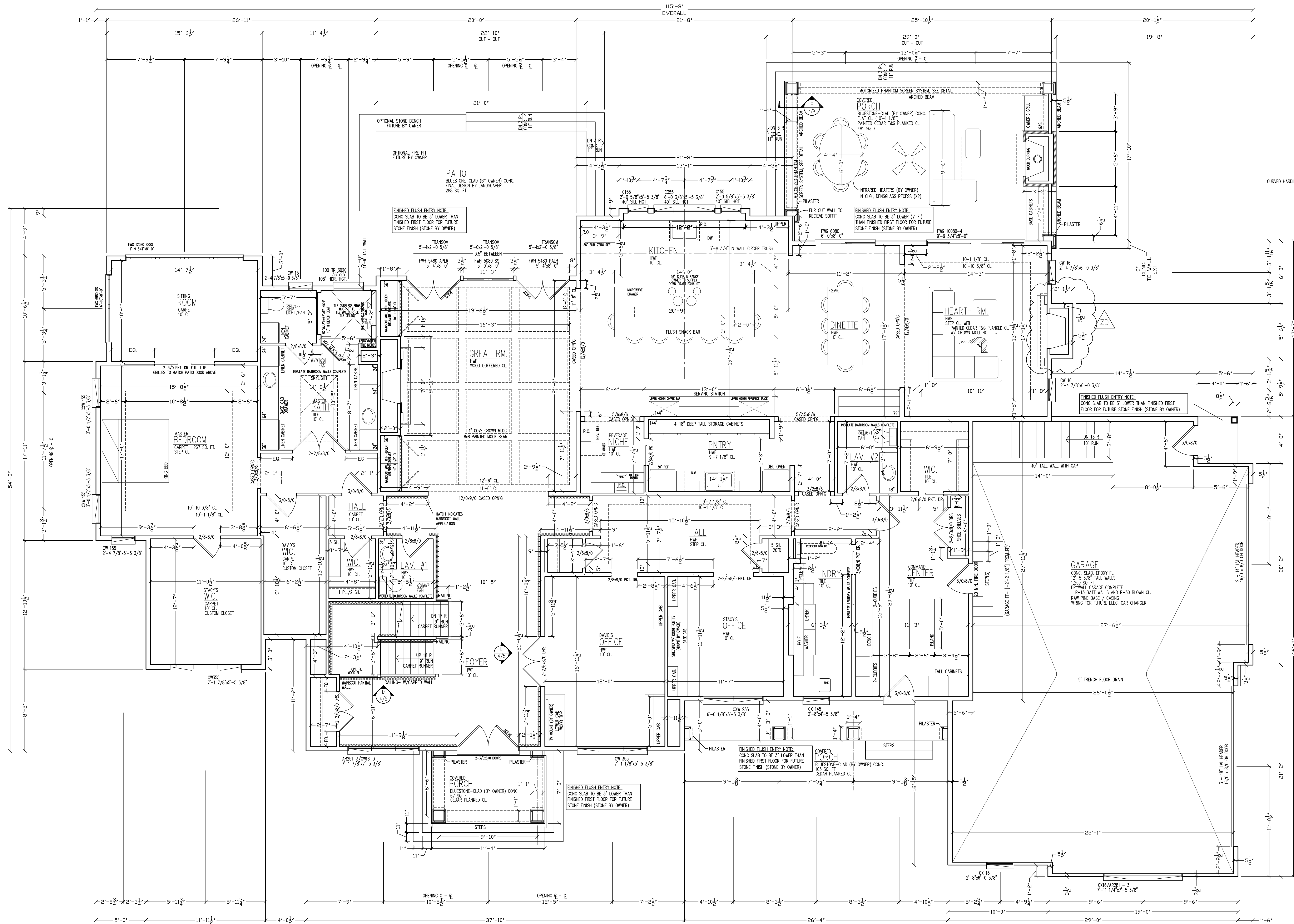


LEFT SIDE ELEVATION
 1/4"=1'-0"

REVISIONS	
DATE	DESCRIPTION

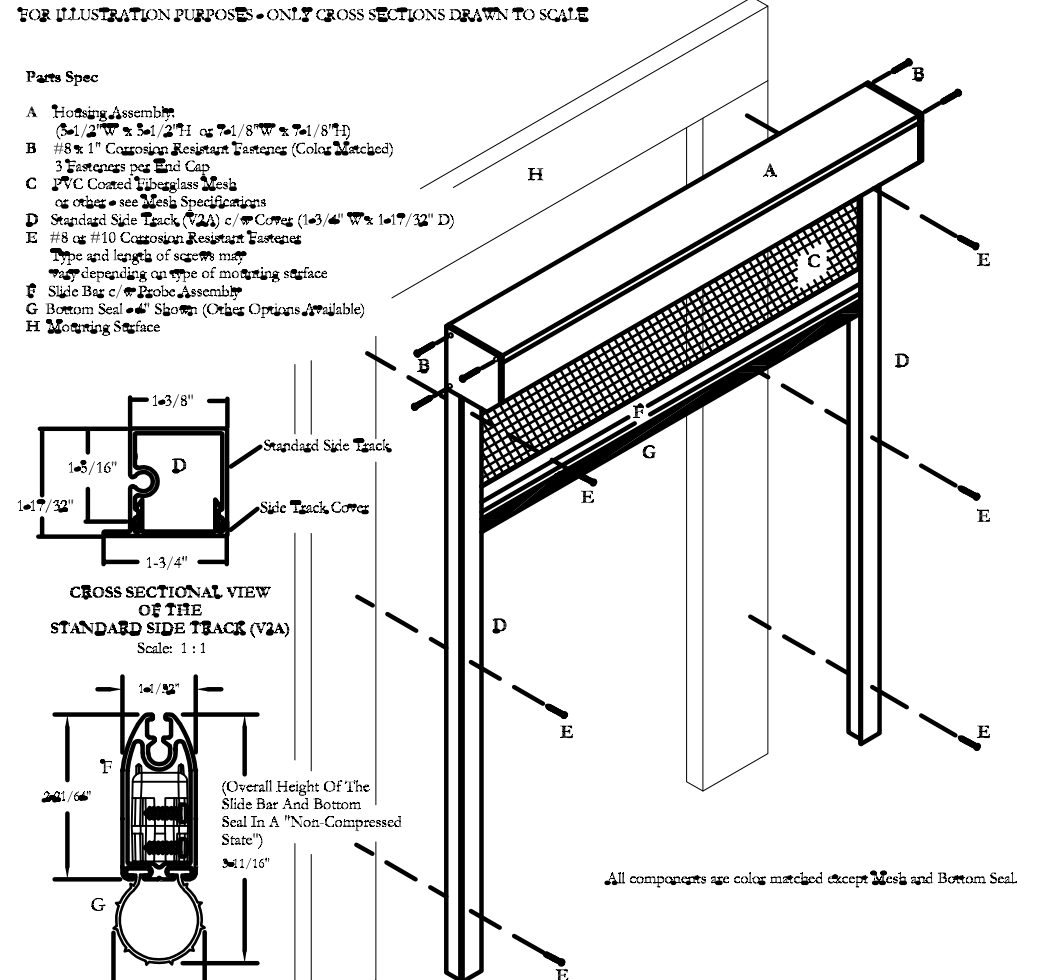
CLIENT: BUENING RES. CUSTOM TWO-STORY	
DATE	SCALE
2/24/25	2/5

THESE DRAWINGS ARE THE PROPERTY OF VICTORY HOMES, INC. AND OUR WORK. WITHOUT THE EXPRESSED WRITTEN CONSENT OF VICTORY HOMES, NO PART OF THESE DRAWINGS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED USE OF THESE DRAWINGS IS PROHIBITED. VICTORY HOMES, INC. ASSUMES NO LIABILITY FOR THE QUALITY OF MATERIALS AND WORKMANSHIP.



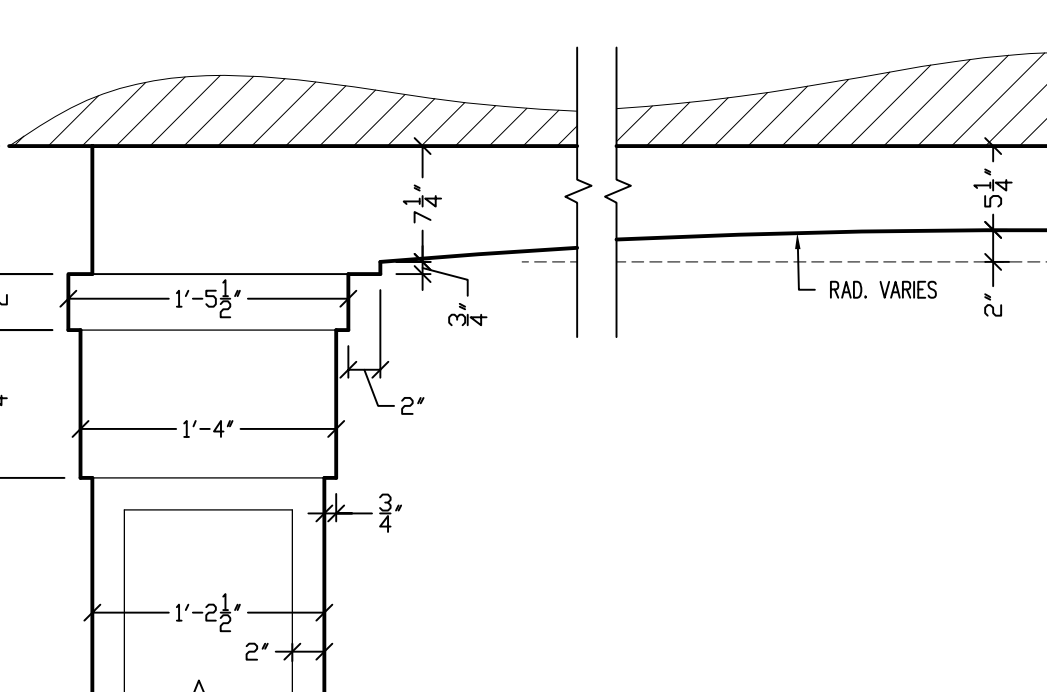
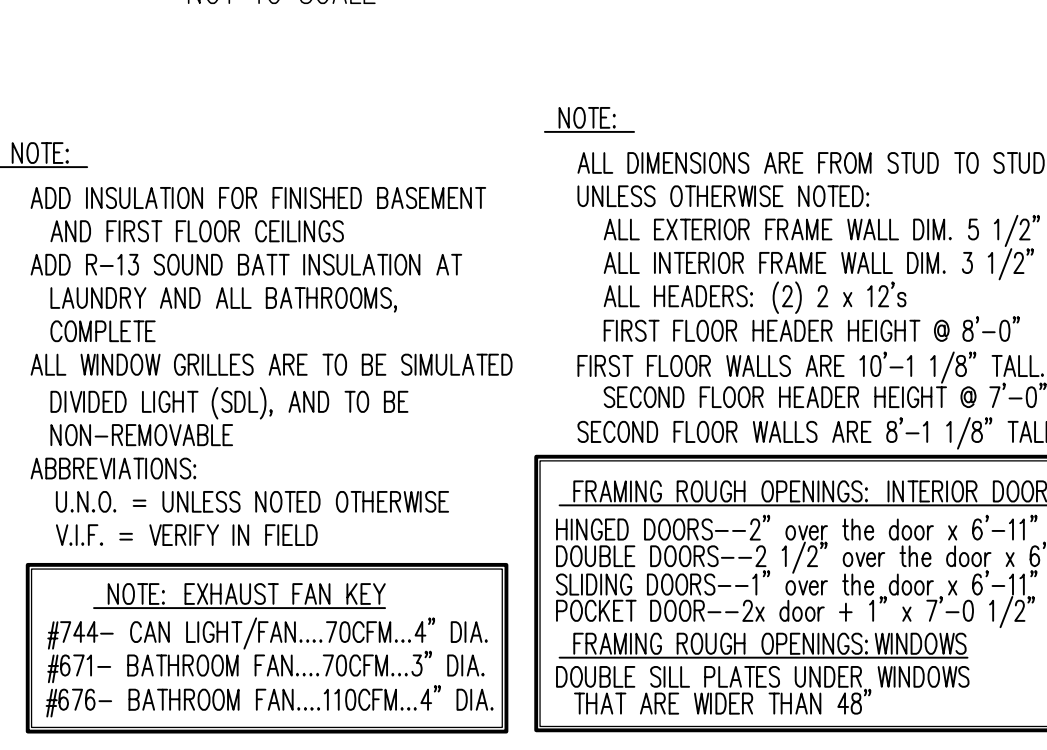
SECTION DETAIL
1"=1'-0"

Motorized Retractable Wall Screen
Design Specifications:
System With Standard Side Track (V2A)
External Assembled View

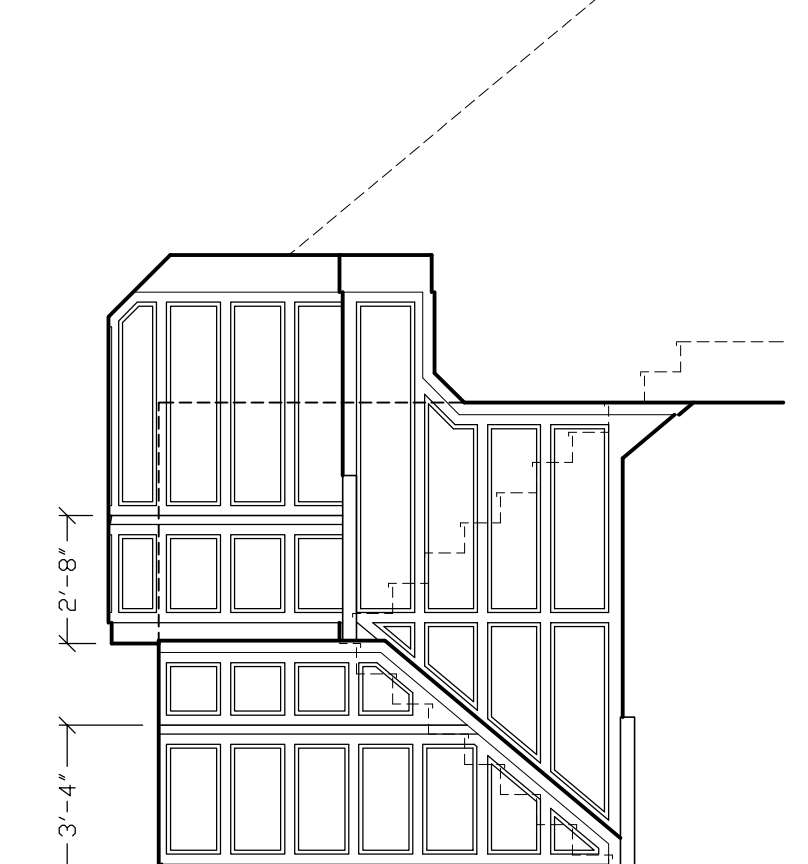


REVISIONS	DATE	BY	DESCRIPTION
1	3/4/25	DP	REQUESTED REVISIONS
2	4/9/25	DP	REQUESTED REVISIONS
3	2/24/25	4.138	REQUESTED REVISIONS
4	4/9/25	DP	REQUESTED REVISIONS

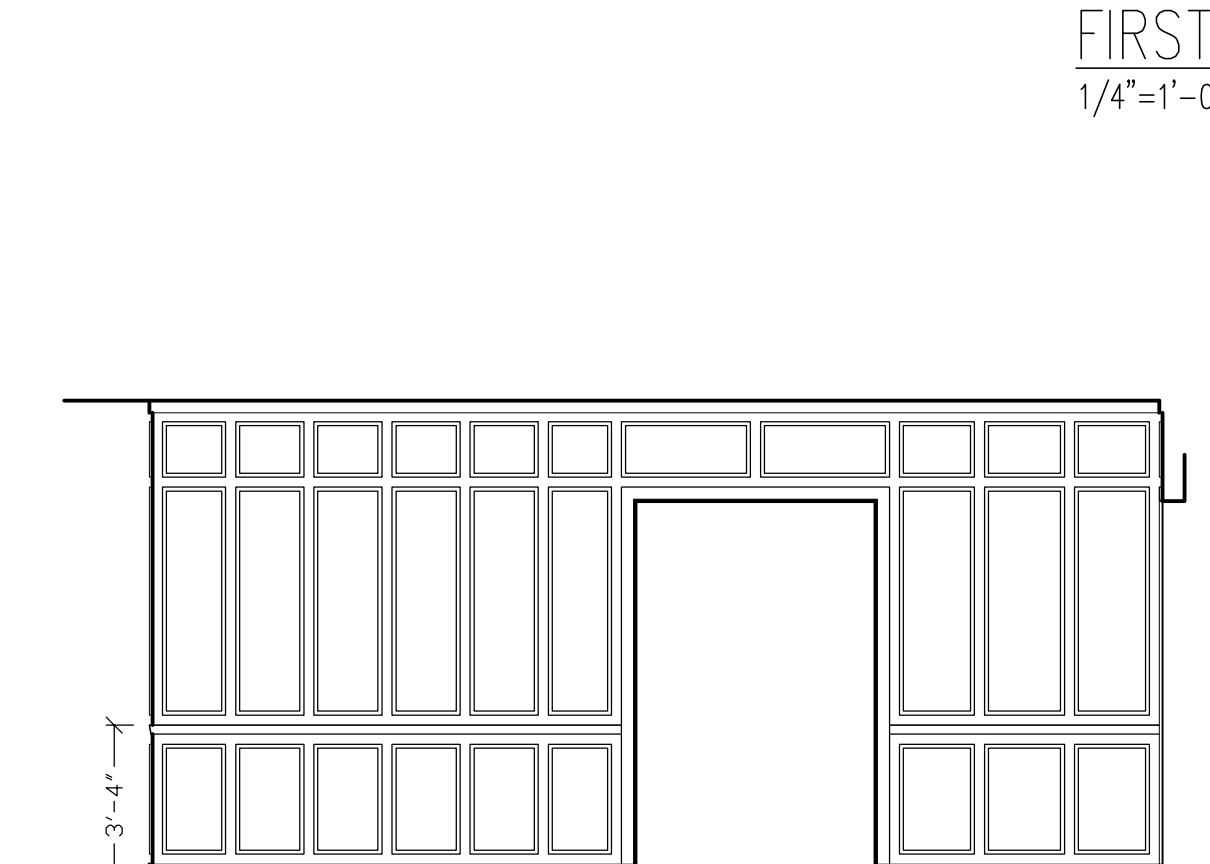
PHANTOM SCREEN DETAILS
NOT TO SCALE



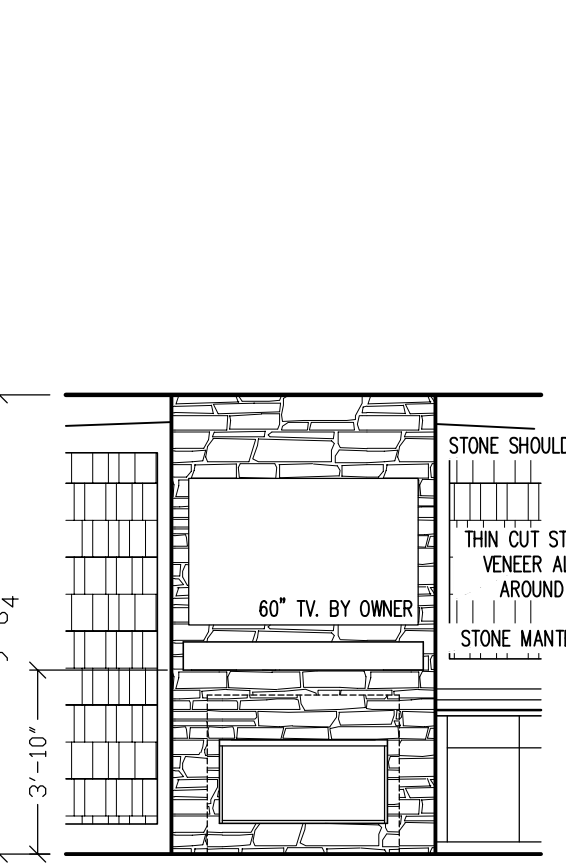
COLUMN/ENTABLATURE DETAIL
1"=1'-0"



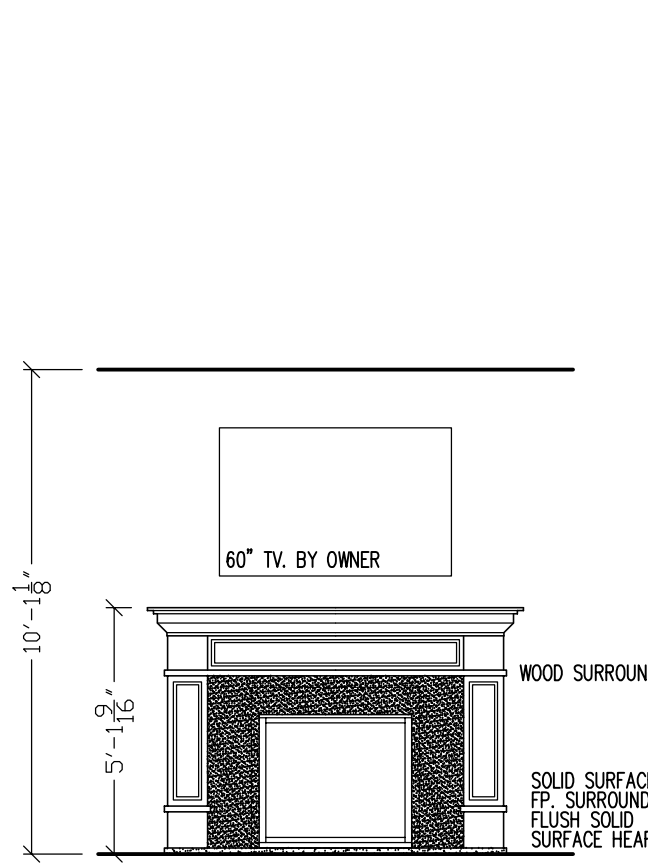
FOYER - INTERIOR ELEVATION
STAIRCASE DETAIL
1/4"=1'-0"



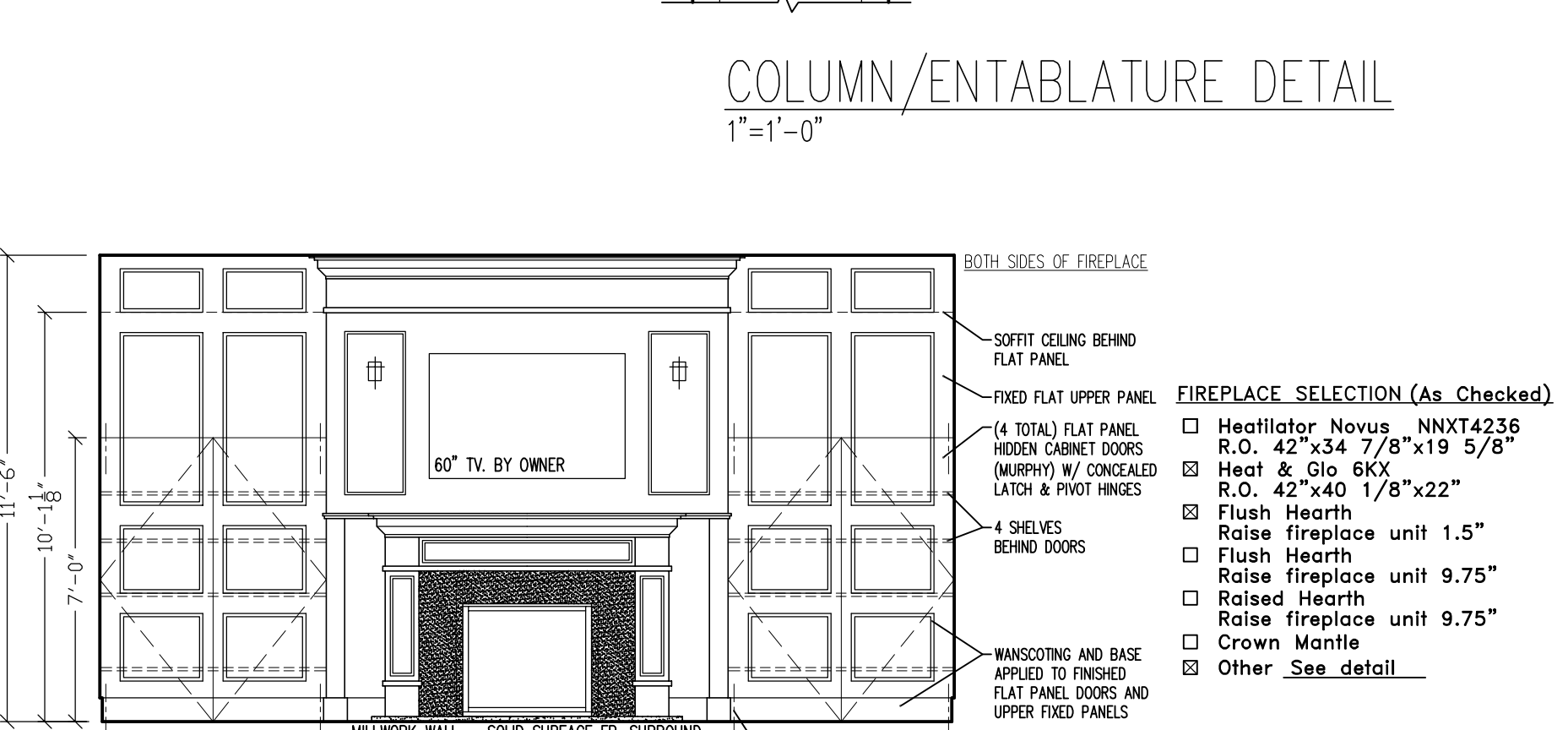
FOYER - INTERIOR ELEVATION
WAINSCOT WALL DETAIL
1/4"=1'-0"



COVERED PORCH
FIREPLACE DETAIL
1/4"=1'-0"



HEARTH ROOM - INTERIOR ELEVATION
FIREPLACE DETAIL
1/4"=1'-0"



GREAT ROOM - INTERIOR ELEVATION
FIREPLACE DETAIL
1/4"=1'-0"

- FIREPLACE SELECTION (As Checked)**
- Heattifier Novus NNX4236 R.O. 42"x24" 7/8"x19" 5/8"
 - Heat & Glo 6KX R.O. 42"x39" 3/4"x21" 1/2"
 - No Hearth
 - Raise fireplace unit 0"
 - Flush Hearth
 - Raise fireplace unit 9.75"
 - Raised Hearth
 - Raise fireplace unit 9.75"
 - Crown Mantle
 - Other See detail
- FIREPLACE SELECTION (As Checked)**
- Heattifier Novus NNX4236 R.O. 42"x24" 7/8"x19" 5/8"
 - Heat & Glo 6KX R.O. 42"x39" 3/4"x21" 1/2"
 - Flush Hearth
 - Raise fireplace unit 1.5"
 - Flush Hearth
 - Raise fireplace unit 9.75"
 - Raised Hearth
 - Raise fireplace unit 9.75"
 - Crown Mantle
 - Other See detail

CLIENT	BUEINING RES. CUSTOM TWO-STORY
TITLE	1st. Fl. Plan
DATE	2/24/25
SCALE	AS SHOWN
PRINT #	22502-4
NOTED	4/5



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262/236-2914
Fax: 262/242-9655

www.cityofmequonwi.gov

Community Development

TO: Planning Commission
FROM: Natalie Redding, Planner
DATE: January 26, 2026
SUBJECT: Sign Effectz, Inc. for Stern Real Estate, LLC. The applicant is seeking master sign plan approval for a multi-tenant building located at 1000 W. Donges Bay Road.

Background: The applicant is requesting master sign plan approval for the property located at 1000 W Donges Bay Road. The building is multi-tenant and the property is zoned B-5. The master sign plan proposes to allow current and future tenants one wall sign each, aiding in consistency and clarity of tenant spaces throughout the site.

Master Sign Plan:

The master sign plan proposes a total of eight signs on the site, including seven wall signs – one for each existing and potential tenant space – and one existing monument sign located near the street frontage. The monument sign was previously approved with a sign permit by the city in 2006. There are no plans to modify the monument sign as part of this request, aside from tenant panel replacements. Staff is supportive of the monument sign remaining. There is also an existing wall sign located on the south elevation of the building, sign location #3 as shown in the sign plan renderings. The wall sign is for Norscot Group, Inc, an existing tenant, and is included in the 7 tenant signs proposed. The wall sign was approved by the city with a sign permit in 2005. Staff is supportive of the wall sign remaining.

According to the applicant, the wall sign locations identified on the plan correspond to individual tenant entrances. Located on multiple building elevations, some of the proposed sign locations face parking areas or drive aisles, while others are situated on secondary or service-oriented elevations intended to accommodate potential future tenants. Specifically, three of these signs – sign locations #5, #6, and #7, as shown in the sign plan renderings – face I-43.

Per the City of Mequon sign code, section **62-11(c)(2)**, wall signs facing I-43 shall be located on parcels zoned B-1, B-2, B-4, B-7, UCNC, UCMU, or IPS. The property of interest is zoned B-5 and thus falls outside of the I-43 signage requirements laid out in the code (see exhibit A for map of B-5 zoned properties in the City). Additionally, considering the proposed sign locations along this façade serve secondary, service-oriented entrances rather than primary entrances, staff believes that it is unnecessary that these locations maintain the same sign size or visual hierarchy as signage oriented toward the primary building entrances. These sign locations also appear to accommodate potential future tenants, rather than existing ones. Staff requested that further clarification of the existing tenants' delineated tenant suites be provided for analysis purposes,

however this was not received at the time of finalizing the staff report. The city has previously maintained that master sign plans be limited to existing tenant spaces, as exemplified by the recent master sign plan approved at the corporate parkway property in October of 2025. As such, staff is not supportive of signs #5, #6, and #7. In lieu of larger wall signage at these locations, staff would support the use of door decals to identify corresponding business entrances for employees, this being limited to existing tenants with approved business occupancy permits at the site. Should future tenant buildouts occur, wall signage in these areas would require a text amendment for I-43 signage as well as an amendment to the master sign plan.

Regarding placement of the other signs within the master sign plan, staff recommends that the signs associated with tenant locations #1 and #2 be stacked vertically on the west side of the door rather than placed on opposite sides of the shared entrance. From a design perspective, a stacked configuration will read more cohesively, reduce visual clutter, and better emphasize the shared entry point. Staff also recommends that tenant sign location #4 be raised so that it is in line with the height of the entry element, and consistent with the heights of the other signs along these building elevations (i.e. the existing Norscot wall sign).

Please see exhibit B and the tenant key below for staff’s understanding of the existing tenants and tenant spaces on site, and subsequent wall sign analysis chart and recommendations.

Tenant Key:

Sign Location #	Business	Status	Request	Staff Recommendation
1		No tenant	Sign location on south façade facing Donges Bay Road	Yes, in proposed location
2		No tenant	Sign location on south façade facing Donges Bay Road	Yes, under sign location #1
3	Norscot	Existing Business and Sign	Existing sign location on south façade facing Donges Bay Road	Yes, as-is
4	In’Spier	Existing Business, no sign	Sign location on south façade facing Donges Bay Road	Yes, at higher height as described
5		No tenant	Sign location on northwest façade facing I-43	Denial
6		No tenant	Sign location on west façade facing I-43	Denial

7		No tenant	Sign location on west façade facing I-43	Denial
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Sign Design:

In addition to the locational layout provided, the master sign plan proposes a series of wall sign standards that each tenant shall follow, including a maximum sign area of 30 square feet, and a maximum letter height of 20 inches. Staff confirmed that the existing Norscot wall sign – while compliant with the city sign code and the maximum square footage allowed per the proposed master sign plan – has a height of 28 inches, making it nonconforming to the 20-inch height maximum for channel letters per the proposed master sign plan. As such, staff will require that the master sign plan include note of this nonconformity, and that if the tenant wall sign ever be replaced, it shall be installed in compliance with all master sign plan requirements.

Corporate branding colors and logos are to be permitted, and staff shall require that any logos be included within the maximum allowable sign area. Staff will also require that raceways match the color of the building and be limited to 5 inches in height, as has been required in previous master sign plan approvals. The signs are to be non-illuminated. Each sign will require landlord approval and must be reviewed and approved through a city sign permit prior to installation. Staff supports the proposed standards set forth.

Staff Recommendation:

Staff recommends approval of the Master Sign Plan subject to the following conditions:

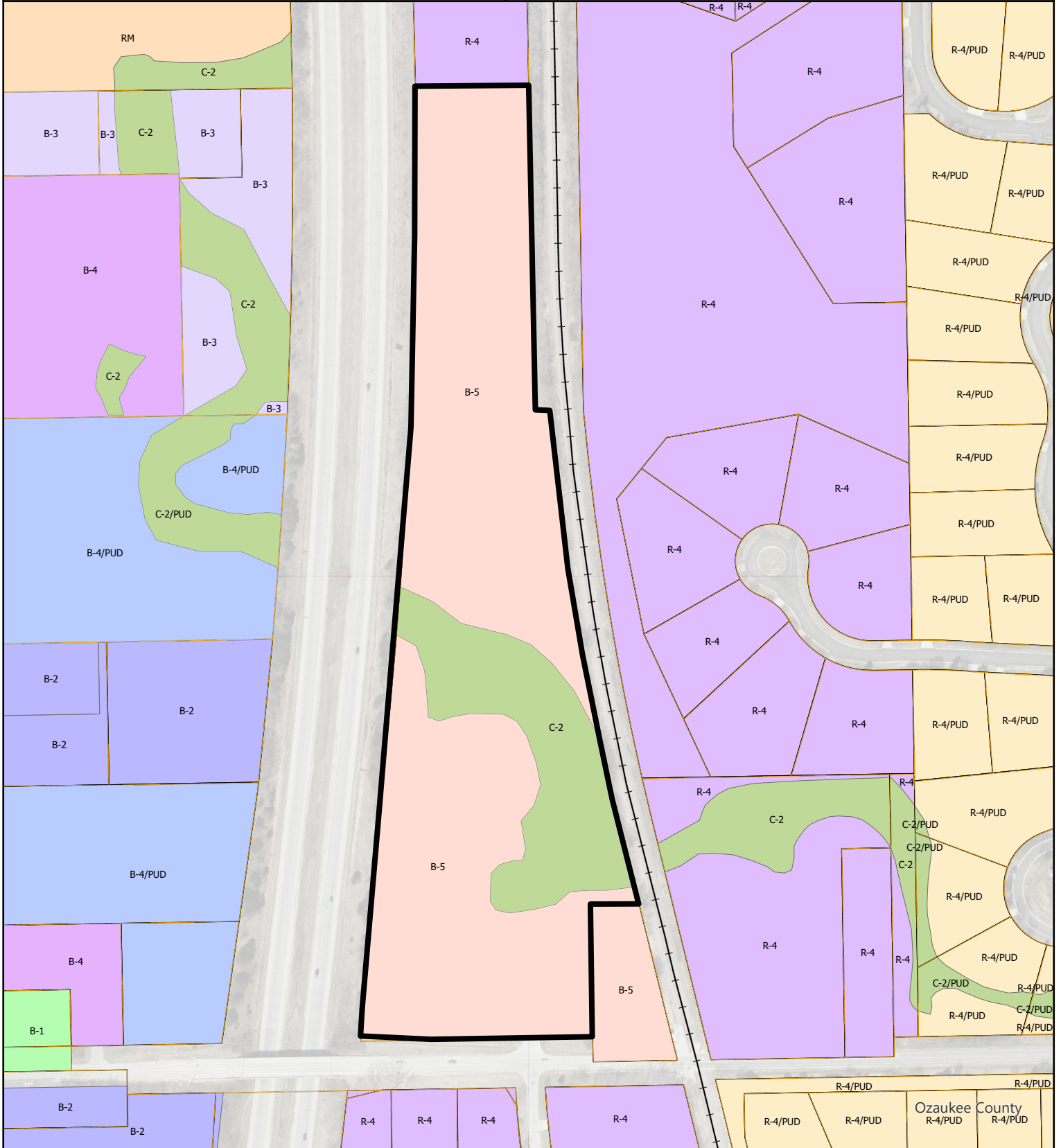
1. Final master sign plans shall be submitted within 180 days of Planning Commission action. Such final plans shall be subject to staff review and approval prior to issuance of permits. Approval shall be based on consistency with applicant’s application and the requirements of the Planning Commission’s approval.
2. Signage locations shall only account for the existing suites/tenant spaces at the site.
3. Denial of signs 5, 6, and 7 as shown in the sign plan renderings.
4. Sign locations shall correspond to the respective tenant entrance.
5. Signage shall be limited to 30 square feet per tenant, including tenant logos.
6. Channel letters shall be a maximum of 20 inches in height.
7. The existing Norscot wall sign shall be noted as nonconforming to the master sign plan requirements. If this sign is ever removed or replaced for a new tenant sign, the new sign shall adhere to all of the master sign plan requirements.
8. Raceway shall match the color of the building and shall be limited to 5 inches in height.
9. Compliance with all other requirements of the sign code.

Attachments:

Packet Docs_Stern Real Estate

SIGN EFFECTZ, INC. FOR STERN REAL ESTATE, LLC

AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
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



Master Sign Plan

1000 Donges Bay Rd

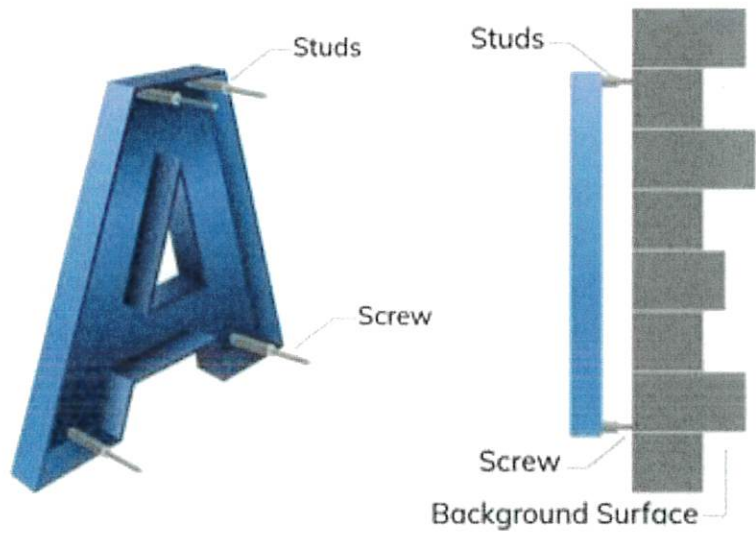
SITE ADDRESS: 1000 Donges Bay Rd, Mequon, WI 53092
Plan Established: 11/07/2025
Revisions: (none)

Below will breakdown the allowed sign type and criteria for the 1000 Donges Bay Rd tenant signage. The reason for this sign plan is to keep a professional and consistent sign profile throughout the building. All sign work must be completed by a UL Approved Facility and Install Crew and all sign concepts must be reviewed and approved by the Landlord and Municipality prior to installation.

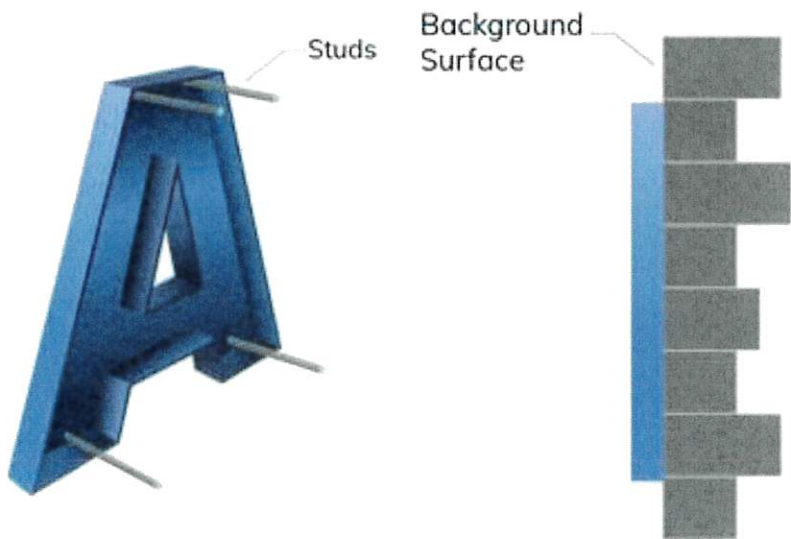
Tenant Main ID Sign – Stud Mount Individual Letters	
Quantity:	<ul style="list-style-type: none"> (1) Sign per primary tenant (7 Total Allowed)
Location:	<ul style="list-style-type: none"> Must be installed per the Site Plan Between the 1st floor windows
Installation:	<ul style="list-style-type: none"> Stud Mounted to building or backer panel All signs shall be constructed and mounted in conformance with applicable codes and so that all fasteners will be concealed from public view. All fasteners will be non-corrosive material such as aluminum, stainless steel, or cadmium plated so as not to stain the fascia. All holes and fasteners will be fully filled and covered with silicone caulk to aid in rust prevention and prevent water penetration through the fascia. The proper number and size of fasteners are to be used to support each mounted sign. Care is to be taken during installation to minimize damage to the fascia and other adjacent materials and surfaces.
Materials:	<ul style="list-style-type: none"> Metal Letters or Acrylic Letters with Metal Laminate Finish (Polished Metallic Finish Required) Flat Cut, Cast, or Fabricated Letters are acceptable No LED Internal Illumination Optional: Acrylic or ACM Backer Panel
Sq Ft (Size):	<ul style="list-style-type: none"> 30 sq ft (per sign) (7- 30 sq ft signs total) (can be measured using a polygonal shape) Individual upper and lower case letters not to exceed 30" tall Example: 2' tall x 15' wide overall

Master Sign Plan
1000 Donges Bay Rd

Colors:	<ul style="list-style-type: none">• Returns: Black, White, & Metallic• Face Colors to be Metallic (Reviewed by Owner)• Corporate or branded colors acceptable with property owner and city's approval
Illumination:	<ul style="list-style-type: none">• None
Text:	<ul style="list-style-type: none">• Company Name and Tagline. Trademarks or logos will be allowed in conjunction with lettering.
Other:	<ul style="list-style-type: none">• All tenant artwork and sign designs must be submitted to landlord prior to City Review / Approval.• The Landlord reserves the right to decline any signage for any reason if it is believed to not conform to this criteria.
Example:	See next page



Flush Stud Mount with Raisers

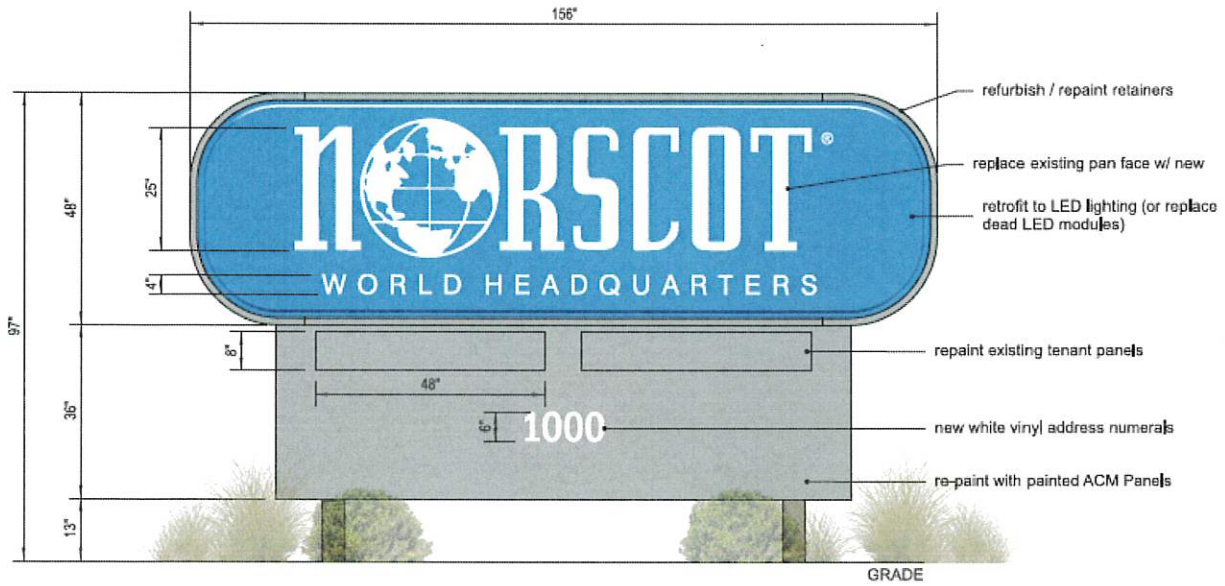


Flush Stud Mount

Master Sign Plan
1000 Donges Bay Rd

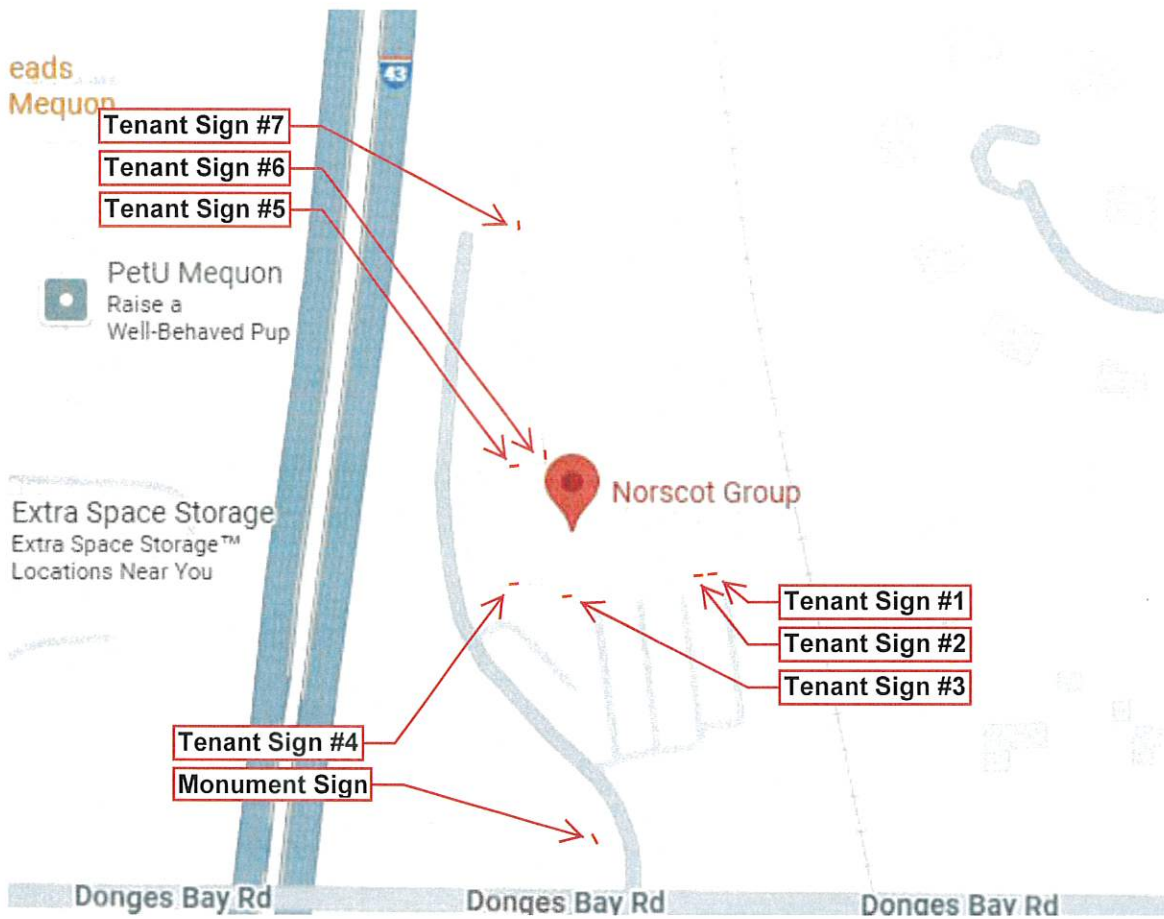
Multi-Tenant Monument Sign	
Quantity:	<ul style="list-style-type: none"> (1) Main Monument Sign
Location:	<ul style="list-style-type: none"> Must be installed per the Site Plan
Materials:	<ul style="list-style-type: none"> 2" aluminum tube frame ACM Panels to cover frame Steel Pole Main Cabinet: Pan-Formed Acrylic Sign Face Tenant Panels: Nonlit ACM Panels
Sq Ft (Size):	<ul style="list-style-type: none"> 97" tall x 156" wide
Colors:	<ul style="list-style-type: none"> Frame- Matthews Paint Aluminum Finish Pan-Formed Sign Face- Blue and White to Match Norscot Color Theme
Illumination:	<ul style="list-style-type: none"> Spotlighting is Allowed
Text:	<ul style="list-style-type: none"> Main Cabinet: Company Name and Tagline. Trademarks or logos will be allowed in conjunction with lettering. Tenant Panels: Text shall be limited to business name or tenant's trade name. Trademarks or logos will be allowed in conjunction with lettering.
Other:	<ul style="list-style-type: none"> All tenant artwork for lettering and sign designs must be submitted to landlord prior to City Review / Approval. The Landlord reserves the right to decline any signage for any reason if it is believed to not conform to these criteria.
Example:	See next page

Master Sign Plan
1000 Donges Bay Rd



**Master Sign Plan
1000 Donges Bay Rd**

- Signage locations – Red lines to show tenant building sign and monument location.





South Side of Building



Southwest Corner of Building



West Loading Dock



Hidden Corner of Loading Dock- North Facing Wall



Hidden Corner of Loading Dock- West Facing Wall



South Edge of Property



Tenant Sign Locations #1-2



Tenant Sign Location #3



Tenant Sign Location #4



Tenant Sign Location #5



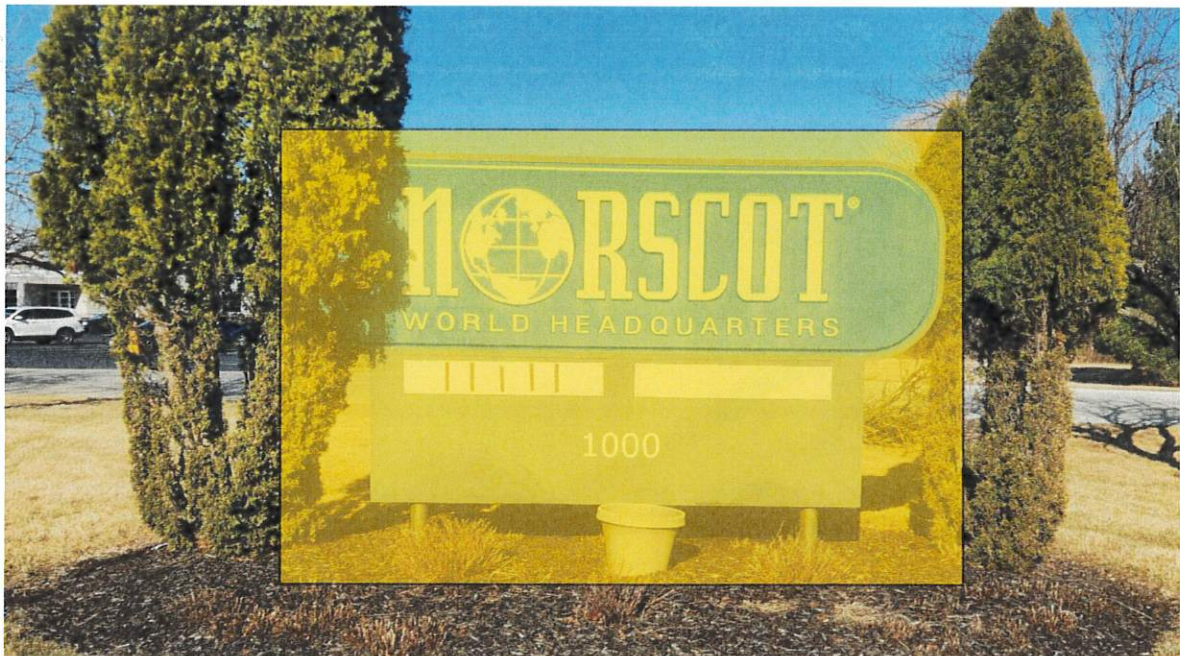
Tenant Sign Location #6



Tenant Sign Location #7



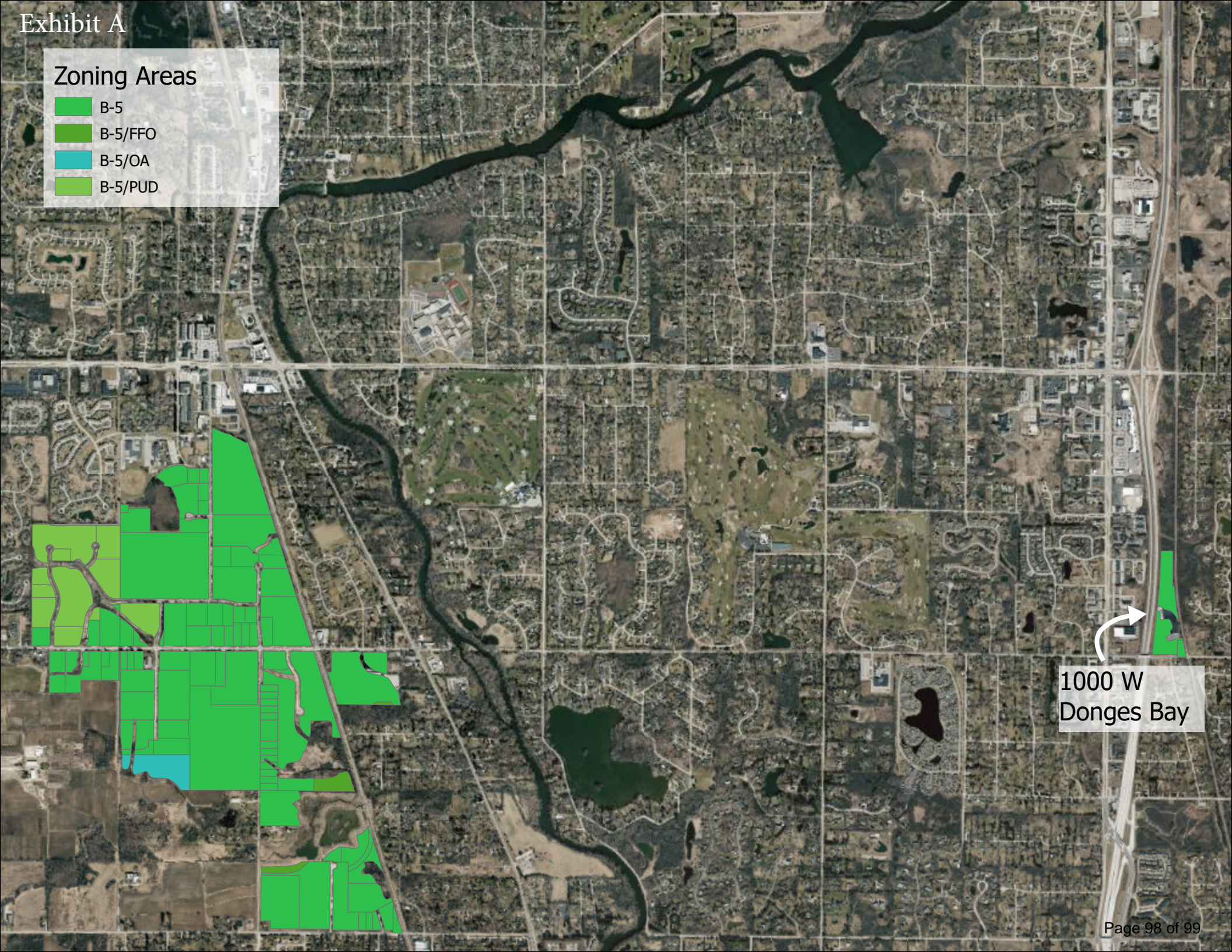
Monument Sign Location





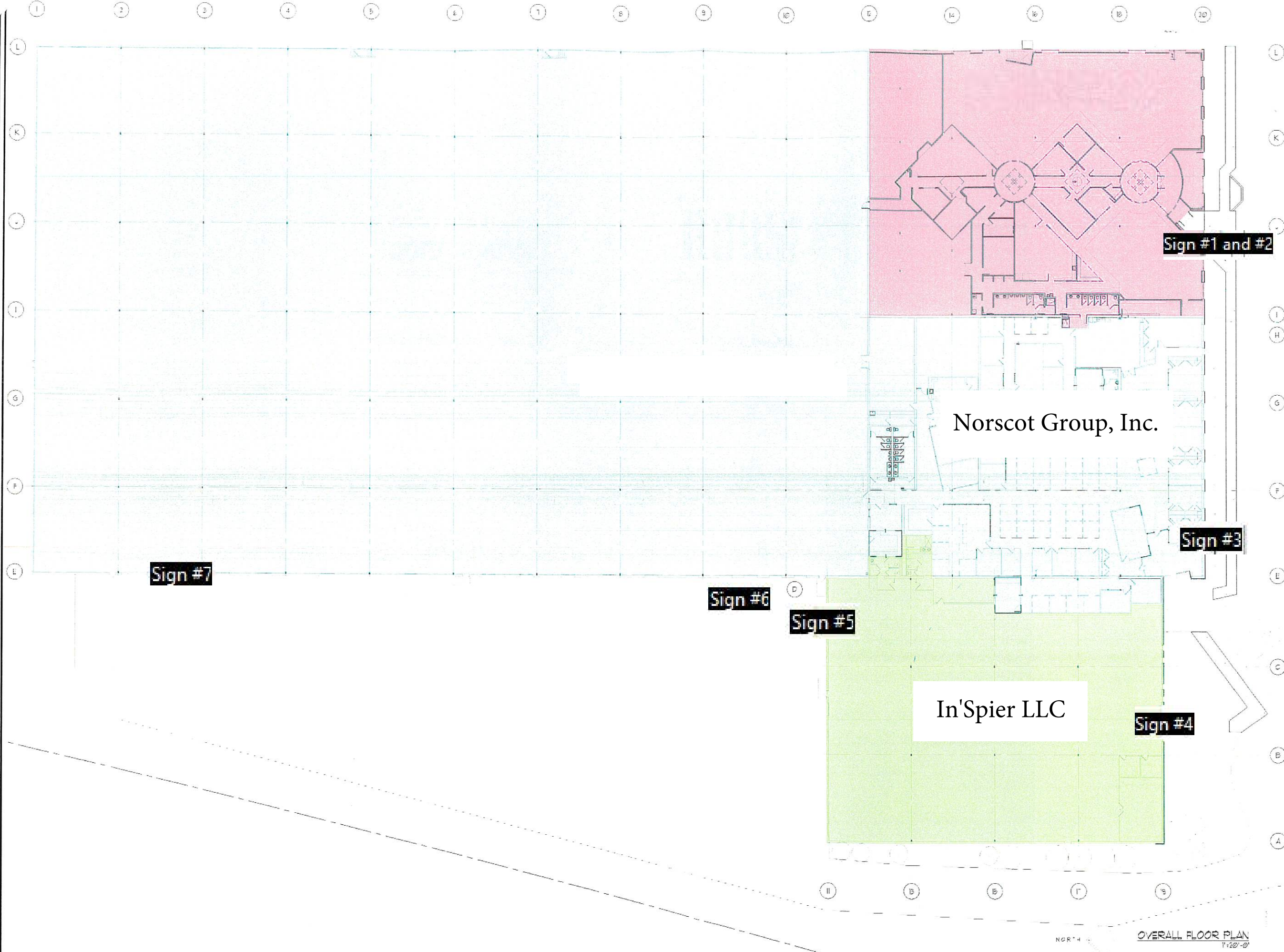
Zoning Areas

- B-5
- B-5/FFO
- B-5/OA
- B-5/PUD



1000 W
Donges Bay





PROJECT

EXTERIOR RENOVATION FOR
NORSCOT GROUP, INC.
 REMODELING FOR
mortgagebot

1000-W DONGES BAY ROAD 104N
 MEQUON, WI 53092

OWNER

NORSCOT GROUP, INC.

1000-W DONGES BAY ROAD 104N
 MEQUON, WI 53092

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REVISIONS

PROJECT NO.: 04013.02 / 05013.01
 DATE: JUNE 29, 2005
 DRAWN BY: BSH
 APPROVED BY: KB

MEQUON SUBMITTAL

BUILDING PLAN

NORTH
 OVERALL FLOOR PLAN
 1"=20'-0"