



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

www.cityofmequonwi.gov

Office of the City Clerk

**BOARD OF APPEALS
Regular Meeting
Thursday, March 5, 2026 - 6:00 PM
Christine Nuernberg Hall**

Agenda

- 1) Call to Order and Roll Call**
- 2) Approval of Meeting Minutes**
 - a) Meeting minutes of February 5, 2026
- 3) Hear Evidence Concerning: Debate, Deliberate and Decide the Request of:**
 - a) Joe A. Goldberger on behalf of Youseff Berrada request a variance to Mequon Code Sec 58-60308 to retain the existing berm at 7421 W. Ridgeview Drive.
 - b) Eric and Margaret Miller Architectural Review Board appeal regarding denial for construction of a detached accessory structure at 616 E. Circle Road
- 4) Adjourn**

DATED: March 5, 2026

/s/ Kathleen Massey, Chair

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

DRAFT



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**BOARD OF APPEALS
Regular Meeting
Thursday, February 5, 2026 - 6:00 PM
Christine Nuernberg Hall**

Minutes

1) Call to Order and Roll Call

The meeting was called to order by Chair Massey at 6:00 p.m.

Present:

Chair Massey, Vice Chair Wawrzyn, Board Member Helfer, Board Member Larson, Board Member Reigle

Also present: City Clerk Caroline Fochs, City Attorney Brian Sajdak, Assistant City Administrator Jessica Wolff, Building Inspections Supervisor Golden, City Forester Herlache, Ian Lane from Stafford Rosenbaum, LLP law firm, and interested public.

2) Approval of Meeting Minutes

MOTION:	Meeting Minutes of December 4, 2025
MOVER:	Vice Chair James Wawrzyn
SECONDER:	Board Member Ramona Larson
AYES:	Chair Kathleen Massey, Vice Chair James Wawrzyn, Board Member Stephen Helfer, Board Member Ramona Larson, Board Member Scott Reigle
RESULT:	Approved by Voice Acclamation

- a) Meeting minutes of December 4, 2025

3) Hear Evidence Concerning: Debate, Deliberate and Decide the Request of:

- a) Staff Response to Board of Appeals Variance Application for Variance Request: Sec. 84-8, Following Code Violation of Sec. 84-6c. Unauthorized Specimen Tree Removal

Chair Massey explained the guidelines for the Board of Appeals as well as the process for the

meeting. All parties planning to testify before the Board of Appeals were sworn in:

- William Hanney 5569 Jones Lane, Manitowish Waters
- Bruce Stern 2724 W. Highland Road, Mequon
- Nathan Herlache 10800 N Industrial Drive, Mequon

City Forester Herlache spoke on behalf of the City of Mequon. He explained that a Certified Survey Map (CSM) was used and applied to identify specimen trees in January 2025 at 3319 W. Mequon Road. Upon in-person inspection, he identified two specimen trees; one 19" White Pine and one 14" Sugar Maple. On October 29th, staff was notified by concerned neighbors that tree removal was occurring at the property. Mr. Herlache presented to property and made contact with Bruno Hanney, and explained Section 84 of the Mequon code relating to specimen tree regulations. The next day, he received a call from a neighbor that the White Pine had been removed, which he confirmed when revisiting the site. The event resulted in a citation for a 19" specimen tree removal, totaling \$1900 (\$100/caliper inch as listed in the Mequon Tree Preservation Manual).

Member Wawrzyn inquired about the condition of the tree. Mr. Herlache explained that he was aware that WE Energies had pruned 30% of the tree to allow for power line boundaries, but it was an acceptable amount. Urban trees are pruned often, and this particular tree was not compromised by WE Energies. The definition of a specimen tree as described by Mequon code, is high aesthetic and environmentally valued trees. Member Helfer inquired on the purpose of the documentation and how one determines specimen tree status. Mr. Herlache explained that this is determined by factors listed in Section 84 of the manual, which is by species, valuable cultural additions to the area, and their rating of health and condition on a spectrum.

Chair Massey requested Mr. Herlache's credentials, to which he responded that he received his BA, BS Environmental Sciences from UW Oshkosh in 2020, interned with Urban Forestry at the City of Cedarburg, and has been employed by City of Mequon for 5 years, 1 of which he has been the City Forester. Mr. Herlache agreed with Chair Massey's review of events leading up to the hearing. Mr. Herlache was under the impression that upon meeting with Mr. Stern back in October, that he understood the reasoning behind the green-flagged trees. Mr. Herlache explained that after receiving the second call from the same alleged citizen, upon his return to the property, he found the White Pine felled and the green ribbon removed. Chair Massey analyzed the specifications for a specimen tree straight from the manual, to which Mr. Herlache again agreed that this tree met all qualifications and standards described within.

Member Larson inquired about whether aesthetic value was considered and how. Mr. Herlache explained that this can be subjective, but he defers to the standards described within the manual. City Attorney Sajdak wished to point out the photographs on page 13 showcasing the green-flagged trees, and asked how CTLA calculations are used. Mr. Herlache explained that this format is used as context and a comprehensive look into why a tree is valued, what work hours will be needed to replace a tree, the cost of a replacement tree with the same dimensions, etc.

Mr. Bruce Stern took the stand and provided his personal/professional background. He then

related his discussions at City Hall with the Assistant City Planner, Jac Zader, who admitted the trees in question were unsightly when shown photographs. Mr. Stern took this communication as permission to remove the tree, but acknowledged that Mr. Zader did not outwardly express this. He wanted it known that following this citation, he received approval from the City Forester to remove a different White Pine tree on the property.

Member Wawrzyn inquired about Mr. Hanney's experience with specimen trees, to which Mr. Hanney, stated that he's aware of what specimen trees are, and there were no misunderstandings between himself and the Forester regarding the marked trees. Member Wawrzyn asked if the goal of Mr. Stern's conversation with Mr. Zader was to nullify the Forester's decision and if whether a City Planner's perception should overrule the Forester's expertise. Mr. Hanney declared that the trees were not in the way of their project, reiterated that the Forester provided his card to him, and Bruce decided to visit Mequon City Hall for further staff opinions. Mr. Stern believed Mr. Zader could, and was, overturning the tree's designation, but conceded that his interpretation of his discussion with Mr. Zader was incorrect. Member Wawrzyn explained that the process of the board this day, is to determine if the fine was cited in error.

Chair Massey asked why they did not return to the Forester for further clarification, to which Mr. Stern stated he had not met him. He acknowledged it would have been the correct path, and they are now asking for forgiveness. He cited that his discussion with Mr. Zader was taken as an overruling of the Forester's determination and moved forward with removal. He does not have written confirmation of this conversation nor did he have Mr. Zader's express permission to proceed. Mr. Hanney confirmed that he accepted Mr. Stern's - his project manager - word as fact and, unfortunately, there was a misunderstanding.

Mr. Stern stated they do not have the credentials of a City Forester and admitted they were only given permission to cut down the additional tree. Mr. Hanney, a landscape contractor, does not have experience with determining tree life expectancy.

Chair Massey asked Mr. Stern if he mentioned the City Forester's determination, discussion, and tree ribbons to Mr. Zader when they met. Mr. Stern responded that he was unsure of the exact conversation, and clarified that Mr. Zader has no fault in this event. Mr. Zader did not give him permission to cut down the tree.

City Attorney Sadjak inquired if they have had other Mequon projects and if any involved specimen trees. Mr. Stern said he has been in the business for 47 years and this was his first experience.

Mr. Sadjak requested that Mr. Herlache clarify the difference between the White Pine he allowed to be cut down versus the White Pine of discussion. Mr. Herlache explained that the other white pine had pressure on branch unions, signs of trunk decay, yellowing of needles, and indicated stress. Chair Massey requested that Mr. Herlache further compare the two trees according to the four requirements as listed in the manual. 1. Did the tree have a life expectancy of 15 years or more? Mr. Herlache stated, no, there was extensive evidence of decay. 2. Did the tree have a sound trunk? Mr. Herlache stated, no, there were signs of decay. 3. Was there 1 or more large dead limb, or many small dead limbs? Mr. Herlache stated, yes, it was

actively dying. 4. Is there evidence of insect damage or negative pathology? Mr. Herlache stated, no, this was not noted upon inspection. Chair Massey concluded that the tree permissibly removed failed 3 out of the 4 markers.

MOTION:	Motion of close the public portion of hearing
MOVER:	Vice Chair James Wawrzyn
SECONDER:	Board Member Scott Reigle
AYES:	Chair Kathleen Massey, Vice Chair James Wawrzyn, Board Member Stephen Helfer, Board Member Ramona Larson, Board Member Scott Reigle
RESULT:	Approved by Voice Acclamation

With the public portion of the hearing closed, the Board began its discussion. Member Wawrzyn detailed that this was an unfortunate miscommunication, but ultimately, the specimen tree was removed. The condition of the tree is no longer relevant because it's gone, so he believes the fine is appropriate. Chair Massey believes Mr. Herlache to be an expert in his field. That the designation of a specimen tree is determined based on experience and education, and the owner and crew were clearly advised not to remove this tree. While there was an unfortunate misunderstanding, the tree was removed in violation of Mequon municipal code Chapter 84-8, and the City of Mequon did not give permission to remove it. She believes the penalty is appropriate.

Member Reigle agreed that the purpose of the Board is to judge if a mistake was made by the City, and he cannot identify any mistakes on Mr. Herlache's part. Member Helfer admitted he was not familiar with specimen trees, but because of this hearing and the education Mr. Herlache provided, he has a better understanding and concedes the Forester's opinions. Member Larson states she agrees with all her fellow Board members mentioned.

MOTION:	Motion to deny the appeal
MOVER:	Vice Chair James Wawrzyn
SECONDER:	Board Member Stephen Helfer
AYES:	Chair Kathleen Massey, Vice Chair James Wawrzyn, Board Member Stephen Helfer, Board Member Ramona Larson, Board Member Scott Reigle
RESULT:	Approved by Roll Call Vote

b) 616 E. Circle Road Appeal

Applicant requested to postpone the hearing until March 5, 2026 meeting.

4) Adjourn

MOTION:	Motion to adjourn at 7:20 p.m.
MOVER:	Board Member Stephen Helfer
SECONDER:	Vice Chair James Wawrzyn
AYES:	Chair Kathleen Massey, Vice Chair James Wawrzyn, Board Member Stephen Helfer, Board Member Ramona Larson, Board Member Scott Reigle
RESULT:	Approved by Voice Acclamation

Respectfully Submitted,
Janet Meyer, Deputy CLerk



BOARD OF APPEALS VARIANCE APPLICATION
CITY OF MEQUON, WISCONSIN

Owner: 7421 W. Ridgeview Drive, LLC Mailing Address: 7421 W. Ridgeview Drive
City/ZIP: Mequon, Wisconsin 53092

Phone Number: 262-241-1833 Email: jagoldberger@nslalaw.com

If there is another person representing the Property Owner, include their information below. This person will be the point of contact for the application.

Applicant: Joe A. Goldberger Address: 13460 N. Silver Fox Drive
City/ZIP: Mequon, WI 53097

Phone Number: 262-241-1833 Email: jagoldberger@nslalaw.com

TO THE BOARD OF APPEALS:

The above hereby requests a variance to City of Mequon Code Sec. #: 58-60308 _____
Regarding 7421 W. Ridgeview Drive, Mequon
in order to: Retain the existing beam.

understand that as part of my variance request, City staff may need access to my property to take photographs and do a pre-hearing inspection of the property. By checking here, I give City Staff permission to enter my property, inspect the property and take photographs.

APPLICANT MUST PROVIDE:

1. Application form
2. \$250 filing fee
3. One (1) copy each of the following documents:
 - Copy of denial letter, if any, or a description of the denial
 - Detailed dimensional drawing showing a reasonable scale of/and indicating area where variance is requested including contour lines, floodplain/wetland boundaries, etc.
 - Detailed plans of the building or structure including existing and new room layouts
 - To-scale and dimensional elevation drawings of all building elevations, if appropriate
 - Photos showing existing buildings/structures and existing site conditions
 - All other supporting information or evidence to be presented (photographs, etc.)

FOR OFFICE USE ONLY	
Receiving Officer: <u>Caroline Fuchs</u>	Received Date: <u>9/4/25</u>
Parcel#: <u>14-1440022001</u>	Hearing Date: <u>10/2/25</u>
Zoning District: <u>R1/C2</u>	Receipt#: <u>004453-0007</u>
Alderman & District#: <u>1 Strzelczyk</u>	Published: _____
Notice of scheduled hearing to DISTRICT ALDERPERSON, OWNER(S) OF RECORD as listed in the Office of the Assessor and all parcels in the City of Mequon as per state statute and City of Mequon Communication Policy.	

Introduction

The Board of Appeals ("Board") is a quasi-judicial body created and regulated by Wis. Stat § 62.23(7)(e) and City of Mequon ordinances section 58-41. The purpose of the Board is to hear appeals taken by any person aggrieved by any officer, department, board or bureau of the city or affected by any decision of any administrative officer or body and to hear applications for variances from zoning ordinance terms.

It is very important that your application provide information that is clear and accurate. In order for City staff and the members of the Board to understand the scope of your request, your application must have enough information to effectively communicate the nature of your requested variance. At the hearing, the members of the Board and representatives from various City departments will depend on the materials you have submitted in order to fairly evaluate your claim, and render an appropriate decision.

Variance Standard

Pursuant to Wisconsin Statute and the Mequon Municipal Code, the Board of Appeals may in specific cases grant "such variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will result in practical difficulty or unnecessary hardship, so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done."¹ The applicant "bears the burden of proving 'unnecessary hardship,' ... by demonstrating that strict compliance with a zoning ordinance would unreasonably prevent the property owner from using the property owner's property for a permitted purpose or would render conformity with the zoning ordinance unnecessarily burdensome"² The unnecessary hardship must be "based on conditions unique to the property, rather than considerations personal to the property owner, and [cannot be] created by the property owner."³ In general, economic loss or financial hardship cannot serve as the basis for justifying a variance.

Accordingly, the Board of Appeals must consider the following questions when deciding whether to grant your requested variance. Add additional sheets if necessary.

1. Describe the unnecessary hardship created by the ordinance. In other words, how does strict compliance with the ordinance unreasonably prevent use of the property for a permitted purpose or render compliance with the ordinance unnecessarily burdensome.

Please see attached letter.

¹ Wis. Stat. § 62.23(7)(e)7.b.; Mequon Code § 58-41(a)(1)b.

² Wis. Stat. § 62.23(7)(e)7.d.

³ Id.

2. Describe whether the unnecessary hardship is the result of conditions on the property that do not exist on, or apply to, other properties.

Please see the attached letter.

3. Describe whether the conditions creating the unnecessary hardship are created by the terms of the ordinance, or whether they are the result of circumstances or desires unique to the applicant?

Please see the attached letter.

4. Describe why the requested variance is not contrary to the spirit, purpose, and intent of the regulations in the zoning district and is not contrary to the public interest.

Please see the attached letter.

5. Describe why the requested variance will not create substantial detriment to adjacent property(ies).

Please see the attached letter.

6. Describe how the requested variance is compatible with the character of the immediate neighborhood.

Please see the attached letter.

The Process

Step 1: Applying for a variance.

Complete this application in full. Part of the application submittal process requires that detailed information be provided regarding the nature of your variance request. This may include photos of the property, floor plans, and/or a plan of operation for a proposed use. Depending on what type of variance you are seeking from the Board, different types of documents may be required.

Please contact the City Clerk's Office if you have any questions about what materials are needed for your application.

When you have prepared all of the necessary materials, return them to the City Clerk's Office, along with the \$250 application filing fee. Checks may be made payable to: The City of Mequon.

Step 2: City staff will process your application and forward it to Board of Appeals.

City staff will review your application, and it may be determined that more information is required before a recommendation can be made. If such a request for additional information is made, it is very important that you respond to it promptly. Any delay in responding to requests for additional information may result in further scheduling delays before your item can be considered before the Board or possible denial of your application.

Once your application is deemed complete, it will be placed on the next available agenda. The Board meets on the first Thursday of each month at 6:00 pm at City Hall, 11333 N. Cedarburg Road.

Step 3: A public hearing is held.

At the public hearing, the Board will review submitted materials, staff reports, and any written letters or comments that the Board has received. The Board will take oral testimony from the applicant, City staff and any interested parties at the public hearing. As a general rule, all of the Board's hearings are open to the public and the public is invited to attend any session of the Board of Appeals.

In making its findings and determinations, the Board of Appeals may consider factors such as: characteristics of the property, including, but not limited to: relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks; existing and future use of the property; useful life of improvements at issue; disability of an occupant; aesthetics; degree of non-compliance with the requirements allowed by the variance; proximity to and character of any surrounding properties; zoning of the area in which property is located and neighboring areas; and the purpose and intent of the municipal code subsection imposing the requirements.

Step 4: The Board will render a verbal decision and will provide a written decision.

After the hearing, a copy of the written decision will be mailed to you according to City of Mequon ordinance section 58-41(g). Any variance granted by the Board of Appeals may contain conditions that it deems necessary, including, but not limited to, conditions that:

1. Prescribe the duration of the variance to be:
 - a. Permanent, thereby remaining permanently with the property;
 - b. A specified length of time; or,
 - c. The time period during which the property is owned or occupied by a particular person.
2. Require the performance of additional actions to the mitigation or enhancement of impacts resulting from the variance.
3. Prescribe a limitation on the action effectively authorized by the variance.

If your appeal is denied by the Board, you have the right to appeal. Anyone aggrieved by a decision of the Board of Appeals has the right to appeal that decision to Circuit Court within 30 calendar days of the date of the written decision.

NOTE: If you have questions regarding whether going to the Board of Appeals is your best course of action, appeals to the Circuit Court, or the effect of a Board of Appeals decision, please contact a legal professional.

NOTE: Additional information can be gained from the Rules and Regulations of the Mequon Board of Appeals, which is provided with this application form.

VIA HAND DELIVERY

January 29, 2026

City of Mequon
Board of Appeals

Re: Amended Filing regarding 7421 W. Ridgeview Drive (the "Property")

Sir or Madam:

I am counsel for Youssef ("Joe") Berrada and 7421 W. Ridgeview Drive, LLC, the owner of the above referenced property. Several months ago, I had a conversation with the City's Attorney, Brian G. Sajdak. Attorney Sajdak requested that we have additional surveying work done on the Property. We have completed that survey work and wish to provide the Board of Appeals additional information related to the Property. To that end, I am submitting this Amended Filing. My previous filing dated September 4, 2025, should be disregarded as this Amended Filing is intended to replace the previous submission.

This matter comes before the Board of Appeals under the requirements of that certain Settlement Agreement and Release (the "Settlement Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference. There is no order nor formal denial from which we appeal. The Settlement Agreement provides us with the option to bring this matter before the Board of Appeals, which option we have chosen to exercise.

The only matter before the Board of Appeals is that outlined in Section 2 of the Settlement Agreement. For the convenience of the Board, I have copied and pasted that portion of the Settlement Agreement directly below:

2. "As it relates to the grading on the Property to create the berms, the Parties agree that the areas of the berms circled in the attached Exhibit A are the only areas that exceed 4.5 feet of the last approved grading plan and, therefore, are the only areas of the berms that require approval from either the Planning Commission or the Board of Appeals. Berrada may seek Planning Commission approval or a ruling from the Board of Appeals regarding these areas. The Parties agree that the application to the Planning Commission or the Board of Appeals shall be made within 30 days of the effective date of this Agreement. Assuming approval by the Planning Commission or the Board of Appeals, the City agrees to waive any after-the-fact grading permit fees. If a determination from the Board of Appeals is sought and such determination is adverse to Berrada, approval from the Planning Commission may be sought within 30 days of the Board of Appeal's decision.

Berrada may challenge any adverse ruling by the Planning Commission or Board of Appeals as provided by law. If Berrada does not challenge or otherwise seek review of an adverse decision regarding the berms, Berrada shall cause the areas circled in Exhibit A to reach a height of less than 4.5 feet from the original grading of the property within 60 days of the expiration of time to file such challenge or seek such review. Original grading shall mean grading to match the grading plan for the Property shown on the 2008 Conditional Use Grant, attached hereto as Exhibit B.”

By way of background, this matter has a rather complex and extensive history, going back to 2022, when Mr. Berrada Made certain improvements to his property. Those improvements included grading work and berms were constructed on the Property. For the berm and grading work, a permit was pulled. Mr. Berrada was advised by Messrs. Westbrook and McCraw that he could proceed with the grading work without Plan Commission approval provided (a) that the berms were no higher than 4.5 feet measured from the existing grade and further provided that the fill material used to create the berms would be no greater than 1,000 cubic yards. I note that while the Settlement Agreement indicates that there were “Orders to Correct” and a Municipal Citation issued concerning other matters related to Mr. Berrada’s Property, no Order to Correct was issued concerning the completed berm. The issue was raised by counsel for Mequon only after months of communication between he and litigation counsel, and, therefore, became part of the Settlement Agreement.

There has been no assertion that Mr. Berrada exceeded the permitted fill allowance. However, the Settlement Agreement identifies a circled area of the berm where the increase in the height of the berm over the previous grade may exceed the permitted increase of 4.5 feet.

Exhibit A to the Settlement Agreement includes a circled area where there are potential height exceedances. Attached hereto as Exhibit B is a copy of the 2022 survey filed with the city prior to the commencement of the work. For the convenience of the Board, I attach Exhibit C (1) and C(2). Exhibit C(1) is an enlargement of that portion of the 2022 survey identified in the Settlement Agreement which illustrates the proposed grades of the new berm. Exhibit C(2) again identifies the area identified in the Settlement Agreement but shows the “as built” elevations. Exhibit C(2) includes a chart which shows spot elevations of areas which exceed the 4.5-foot increase limitation.

I note that these berms were conceived and constructed, in connection with the replacement of three culverts and additional ditch work (performed by the city at Mr. Berrada’s expense) to address water issues on Mr. Berrada’s property and the adjoining property to the west of the subject property at 7449 W. Ridgeview Drive. 7449 W. Ridgeview Drive is owned by an LLC of which Mr. Berrada is the Sole Member.

The adverse water conditions addressed by the construction of the berm, the culvert replacement and ditch work on both of Mr. Berrada's properties are unique to Mr. Berrada's properties. The requested variance will not create a substantial detriment to the adjacent property (which Mr. Berrada also owns) and there are no concerns regarding public interest or safety.

To address the specific questions in the Application:

1. Describe the unnecessary hardship created by the ordinance. In other words, how does strict compliance with the ordinance unreasonably prevent use of the property for a permitted purpose or render compliance with the ordinance unnecessarily burdensome.

Answer: The benefit to be derived by lowering the limited areas of the berm that may exceed the allowed height by 6" benefits no one and would cause my client to incur an expense without tangible benefit. The claimed violation is de minimis and virtually impossible to be detected.

2. Describe whether the unnecessary hardship is the result of conditions on the property that do not exist on, or apply to, other properties.

Answer: The topography of Mr. Berrada's property is unique to the subject property. Mr. Berrada has materially complied with all regulations related to the installation of the berms and to require the correction of the minor height exceedance would require the removal of soils, replanting of materials and disruption to the neighborhood.

3. Describe whether the conditions creating the unnecessary hardship are created by the terms of the ordinance, or whether they are the result of circumstances or desires unique to the applicant?

Answer: The strict enforcement of the ordinance would result in unnecessary hardship to the applicant and would provide no discernible benefit to the general public.

4. Describe why the requested variance is not contrary to the spirit, purpose, and intent of the regulations in the zoning district and is not contrary to the public interest.

Answer: The exceedances, given the broad area in question, are de-minimis, were unintentional and do not adversely affect public interest. The areas in which the fill

placed exceeds the permitted. 4.5 feet is unnoticeable and undetectable, without the use of surveying equipment.

5. Describe why the requested variance will not create substantial detriment to adjacent property(ies).

Answer: The applicant is the owner of the adjacent property to the west. The adjacent property to the east is a significant distance from the berm in question.

6. Describe how the requested variance is compatible with the character of the immediate neighborhood.

Answer: This is a subdivision with minimum five-acre lots, others of which have berms. The exceedance is, as previously noted, undetectable. I further note that the property is within an Association which, under the terms of its Covenants and Restrictions, could have objected. The Association failed to do so within the one-year period required under the Covenants and Restrictions demonstrating that this is a non-issue for the Association.

Please note that the Board Application requires the Applicant to grant permission to the City to access the Property for the purpose of taking photographs. Permission to take photographs is granted, however, no entry to the subject property is required to photograph the berms which are clearly visible from the street. No permission is granted to the City to enter the subject property, and such grant is specifically denied.

We respectfully request that the Board of Appeals approve the minor variance to allow the berm, as constructed, to remain.

Thank you.

North Shore Legal

Joe A. Goldberg

enclosures



SETTLEMENT AGREEMENT AND RELEASE

The City of Mequon (the "City"), and Youssef Berrada and 7421 W. Ridgeview Drive, LLC (collectively "Berrada"), each individually a "Party," and collectively the "Parties," enter into this Settlement Agreement and Release, (the "Agreement"), on this 1st day of August, 2025.

RECITALS

I. Berrada owns the real property located at 7421 Ridgeview Drive in the City of Mequon (the "Property").

II. The City and Berrada have a number of outstanding matters related to various activities on the Property. Specifically, the City has alleged various municipal code violations at the Property related to the use of a helicopter, the construction of a berm and two separate structures (a boiler bunker and a package delivery vault). Berrada has alleged certain unwarranted searches and equal protection violations under the US and Wisconsin Constitutions, as well as disputing the various code violations.

III. As part of these disputes, the City commenced litigation on Ozaukee County Circuit Court related to the helicopter-based allegations (Case 23-CV-14) and issued a municipal court citation related to the boiler bunker, and Berrada filed an application with the City's Board of Appeals on the question of whether the boiler bunker and delivery vault are structures under the City's code — all of which have been stayed pending the finalization of this Agreement.

IV. Berrada also filed, under protest, an application with the City's Architectural Board for approval of the design of the boiler bunker. That application has also been stayed pending the finalization of this Agreement.

V. To avoid the time, expense, and uncertainty of potential litigation related to the various matters at issue, the City and Berrada have negotiated and entered into this Agreement to settle their dispute.

Based upon the foregoing recitals, and in consideration of the mutual obligations, undertakings, promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. For the alleged violations stemming from the use of a helicopter on the Property, and specifically the allegations contained in the pleadings related to Ozaukee County Circuit Court Case 23-CV-14, the Parties agree that the claims within that case shall be handled in that litigation and are not covered by this Agreement.

2. As it relates to the grading on the Property to create the berms, the Parties agree that the areas of the berms circled in the attached Exhibit A are the only areas that exceed 4.5 feet of the last approved grading plan and, therefore, are the only areas of the berms that require approval from either the Planning Commission or the Board of Appeals. Berrada may seek Planning Commission approval or a ruling from the Board of Appeals regarding these areas. The

Parties agree that the application to the Planning Commission or the Board of Appeals shall be made within 30 days of the effective date of this Agreement. Assuming approval by the Planning Commission or the Board of Appeals, the City agrees to waive any after-the-fact grading permit fees. If a determination from the Board of Appeals is sought and such determination is adverse to Berrada, approval from the Planning Commission may be sought within 30 days of the Board of Appeal's decision. Berrada may challenge any adverse ruling by the Planning Commission or Board of Appeals as provided by law. If Berrada does not challenge or otherwise seek review of an adverse decision regarding the berms, Berrada shall cause the areas circled in Exhibit A to reach a height of less than 4.5 feet from the original grading of the property within 60 days of the expiration of time to file such challenge or seek such review. Original grading shall mean grading to match the grading plan for the Property shown on the 2008 Conditional Use Grant, attached hereto as Exhibit B.

3. The Parties agree, for purposes of this Agreement, to treat the boiler bunker as an accessory storage structure under the code. Based upon information previously presented to the City, and based upon the current size and location of the boiler bunker, it shall be necessary to seek Architectural Board approval for the design. Within 30 days of the Parties' execution of this Agreement, Berrada shall move to resume the application before the Architectural Board for approval of the design of the boiler bunker. The City staff agrees to take no position on this application. If the Architectural Board denies the application, Berrada may challenge that adverse ruling as provided by law. For the avoidance of doubt, the Parties' agreement to treat the boiler bunker as an accessory structure does not constitute an admission by Berrada that the bunker is, indeed, an accessory structure under the Code, and, as explained below, Berrada may make any argument before the Board and on appeal, including that the bunker is not a structure requiring permitting under the Code.

4. The City agrees to treat the delivery vault as an unclassified structure under the code. Accordingly, there are no specific limitations on the number or size of the structure beyond those that generally apply to the Property. Because the delivery vault is less than 150 sq. ft. in area, no Architectural Board approval is necessary, as it can be approved by staff. Staff can also approve an exception to the setback requirements for structures of this size under the code. The City agrees to approve the vault in its current architectural design and location.

5. During the above-mentioned application processes and any legal challenge thereto, Berrada may raise any factual or legal arguments and defenses he may have, including arguments that the boiler bunker and vault are not structures subject to the relevant permitting requirements.

6. The City shall cause the dismissal of the existing municipal citation related to the construction of the boiler bunker with 30 days of the Parties' execution of this Agreement. Said dismissal shall be with prejudice and without costs provided, however, that such dismissal shall not prevent the City from enforcing its code against the Property in the future in the event that any of the final and unappealable determinations called for above is adverse to Berrada.

7. Upon final completion of the above-mentioned processes, Berrada waives and releases any and all rights and/or claims he may have against the City, its officers, employees, agents and contractors with respect to any damaged caused by, or attributed to, in any way or

manner whatsoever, the enforcement actions related to the Property to date including, but not limited to, those claims spelled out in a draft complaint circulated by Berrada to the City on April 17, 2023. This release is effective irrespective of the result of the above processes. It is intended that this release is granted not based upon a specific outcome of the process, but instead solely upon the City allowing and following the process as provided for herein. This release does not preclude Berrada from raising any defenses in the City's action related to the helicopter-based allegations (Ozaukee County Case 23-CV-14).

8. The Parties further agree that, with respect to any claims that Berrada may have relating to the City's enforcement actions to date including, but not limited to, those claims spelled out in a draft complaint circulated by Berrada to the City on April 17, 2023, all time limits or time-related defenses, either in law or in equity, including but not limited to statute of limitations, statute of repose, and the doctrines of laches, are tolled for the period between the date of the Parties' execution of this Agreement and the date that the release described in Paragraph 7 above becomes effective. Berrada agrees not to file any legal action with regard to the tolled claims during the tolling period provided, however, that if the City fails to meet its obligations under this Agreement, Berrada may file an action raising the tolled claims.

9. Upon final completion of the above-mentioned processes, the City waives and releases any and all rights and/or claims it may have against Berrada, their officers, employees, agents and contractors with respect to the berms, boiler bunker, and delivery vault. The City may, in the event of a final, unappealable, and unfavorable determination, enforce its Code and this Agreement with respect to that specific determination, but only prospectively, from the date of the unfavorable determination.

10. This Agreement is binding on the City and Berrada, as well as their heirs, successors, assigns, or any other agent or representative.

11. The Parties acknowledge that no promises, statements or representations, other than those contained in this Agreement, have been made to induce any Party to enter into this Agreement.

12. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any and all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement.

13. No modification, renewal, extension or waiver of this Agreement or any of the provisions contained herein shall be binding upon the Party against whom enforcement of such modification, renewal, extension or waiver is sought, unless made in writing and signed by such party.

14. The Parties acknowledge, agree and specifically warrant to each other that they are, or could be, represented by counsel to review this Agreement and to provide legal advice with respect to the advisability of entering into this Agreement. The Parties further acknowledge, agree and warrant that they have fully read this Agreement and fully understand the Agreement's effect. The Parties further understand, acknowledge and agree that they are not relying on any statement,

inducement or other representation of any other Party (or than as set forth in this Agreement) in entering into this Agreement; and each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, it is the Parties' intention to resolve their disputes pursuant to the terms of this Agreement and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts, and this Agreement shall not be subject to rescission or modification by reason of any change or difference in facts.

15. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The parties to this Agreement shall submit to the exclusive jurisdiction of the state courts located in Ozaukee County, Wisconsin, for any actions, suits, proceedings concerning the enforcement or construction of this Agreement.

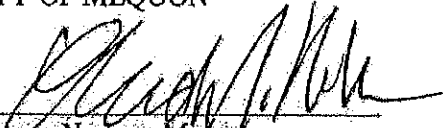
16. Each Party and each Attorney or other person signing this Agreement on behalf of a Party hereby warrants and represents that the person signing this Agreement on behalf of that Party has full power and/or authority to bind that Party to all terms of this Agreement.

17. This Agreement may be executed in counterparts. Signatures delivered by facsimile or electronic mail shall be considered effective as original signatures.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows.

[SIGNATURE PAGE FOLLOWS]

CITY OF MEQUON



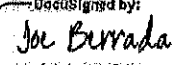
Andrew Nerbun, Mayor

Approved as to Form:



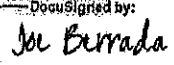
Brian C. Sajdak, City Attorney

YOUSSEF BERRADA

DocuSigned by:


Youssef Berrada

7421 W. RIDGEVIEW DRIVE, LLC

DocuSigned by:


Yousef Berrada, Managing Member

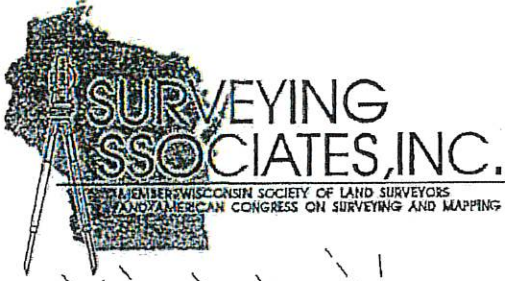
Approved as to Form:

/s/ Ryan J. Walsh

Ryan J. Walsh, Attorney for Berrada

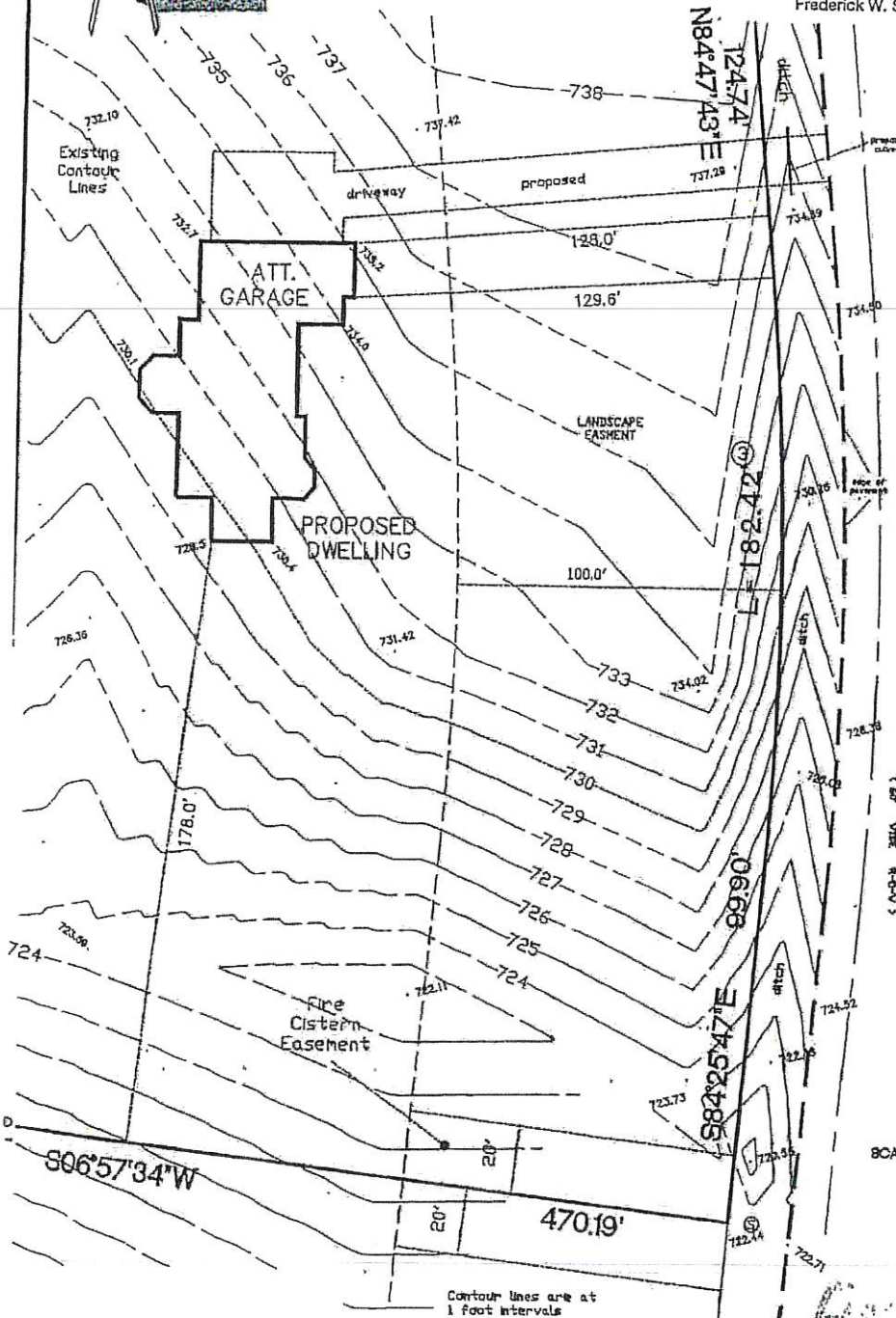
EXHIBIT A

EXHIBIT B



2554 N. 100TH STREET
P.O. BOX 26596
WAUWATOSA, WISCONSIN 53226
(414) 257-2212 FAX: (414) 257-2443

William J. Karpen RLS
Frederick W. Shibiński RLS



SOUTH RIDGEVIEW CT.

(SEE VERT RECORDS)



SCALE: 1" = 40'

Contour Lines are at 1 foot intervals

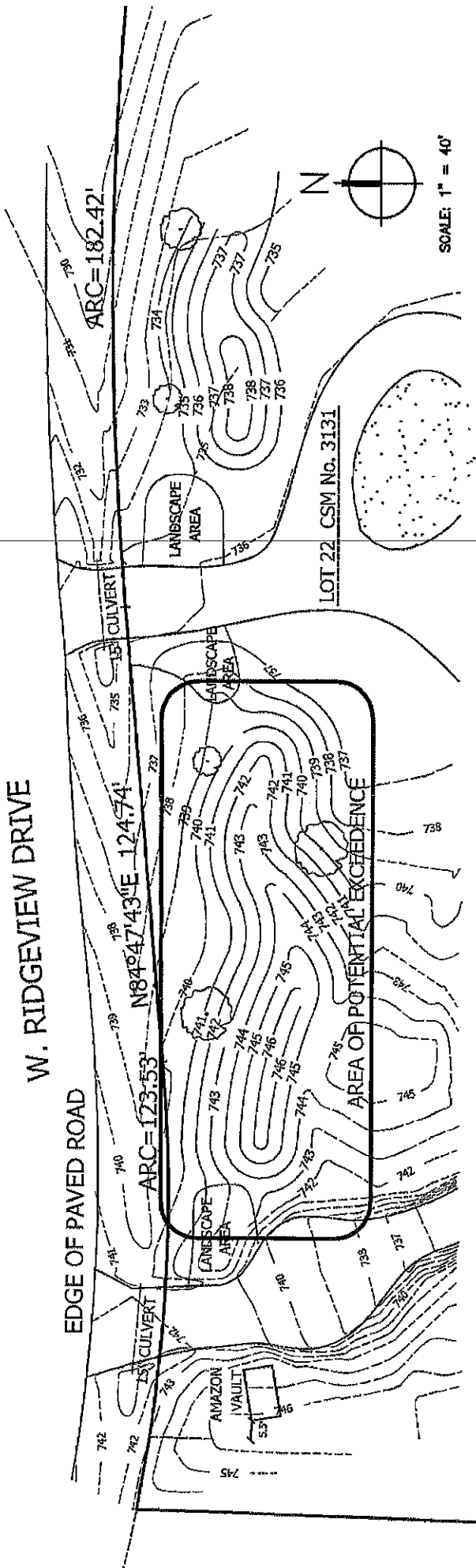
Surveyed for: **JOHNSON BUILDERS**
"I have surveyed the above described property from the legal description furnished by the client named on this survey."
"This survey is made for the use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one year from date hereof."

William J. Karpen
WISCONSIN REGISTERED LAND SURVEYOR

MARCH 4, 1999 PMT P3 BJK SHEET 1 OF 2
DATE FIELD WORK BY DRAWN BY JOB NUMBER
27437-40

NOTE: THIS IS NOT AN ORIGINAL SURVEY UNLESS THIS SEAL IS RED.

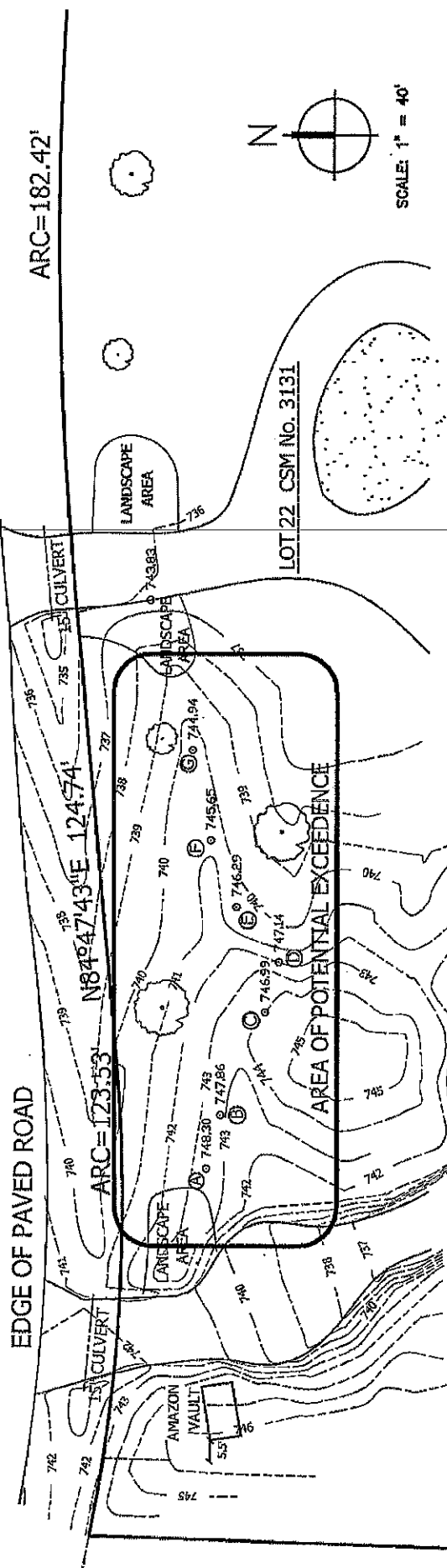
EXHIBIT C-1 - ENLARGEMENT OF EXHIBIT A PROPOSED CONTOURS 2022 GRADING PLAN BEFORE PLACEMENT OF FILL



- LEGEND**
- 746.99 = AS-BUILT TOP OF BERM GRADE
 - 000 --- = EXISTING CONTOURS BEFORE FILL
 - 000 — = PROPOSED CONTOURS
 - ☼ = TREE

EXHIBIT C-2 - ENLARGEMENT OF EXHIBIT A SPOT ELEVATIONS AFTER PLACEMENT OF FILL AS COMPARED TO 2022 GRADING PLAN

W. RIDGEVIEW DRIVE



LEGEND

- 746.99 = AS-BUILT TOP OF BERM GRADE
- 000--- = EXISTING CONTOURS BEFORE FILL
- ☼ = TREE

TOP OF BERM AS-BUILT GRADES AS THEY COMPARE TO CONTOURS BEFORE FILL	
AS-BUILT GRADE	TOPO GRADE
748.30	743.40
747.86	743.20
746.99	744.00
747.14	742.00
746.29	740.60
745.65	740.70
744.94	740.20

ELEVATION ABOVE TOPO GRADE - PERMITTED	4.5 FEET
+4.90	PERMITTED 4.5' ABOVE GRADE BEFORE FILL
+4.66	PERMITTED 4.5' ABOVE GRADE BEFORE FILL
+2.99	PERMITTED 4.5' ABOVE GRADE BEFORE FILL - 1.5' BELOW PERMITTED
+5.14	PERMITTED 4.5' ABOVE GRADE BEFORE FILL
+5.69	PERMITTED 4.5' ABOVE GRADE BEFORE FILL
+4.95	PERMITTED 4.5' ABOVE GRADE BEFORE FILL
+4.74	PERMITTED 4.5' ABOVE GRADE BEFORE FILL







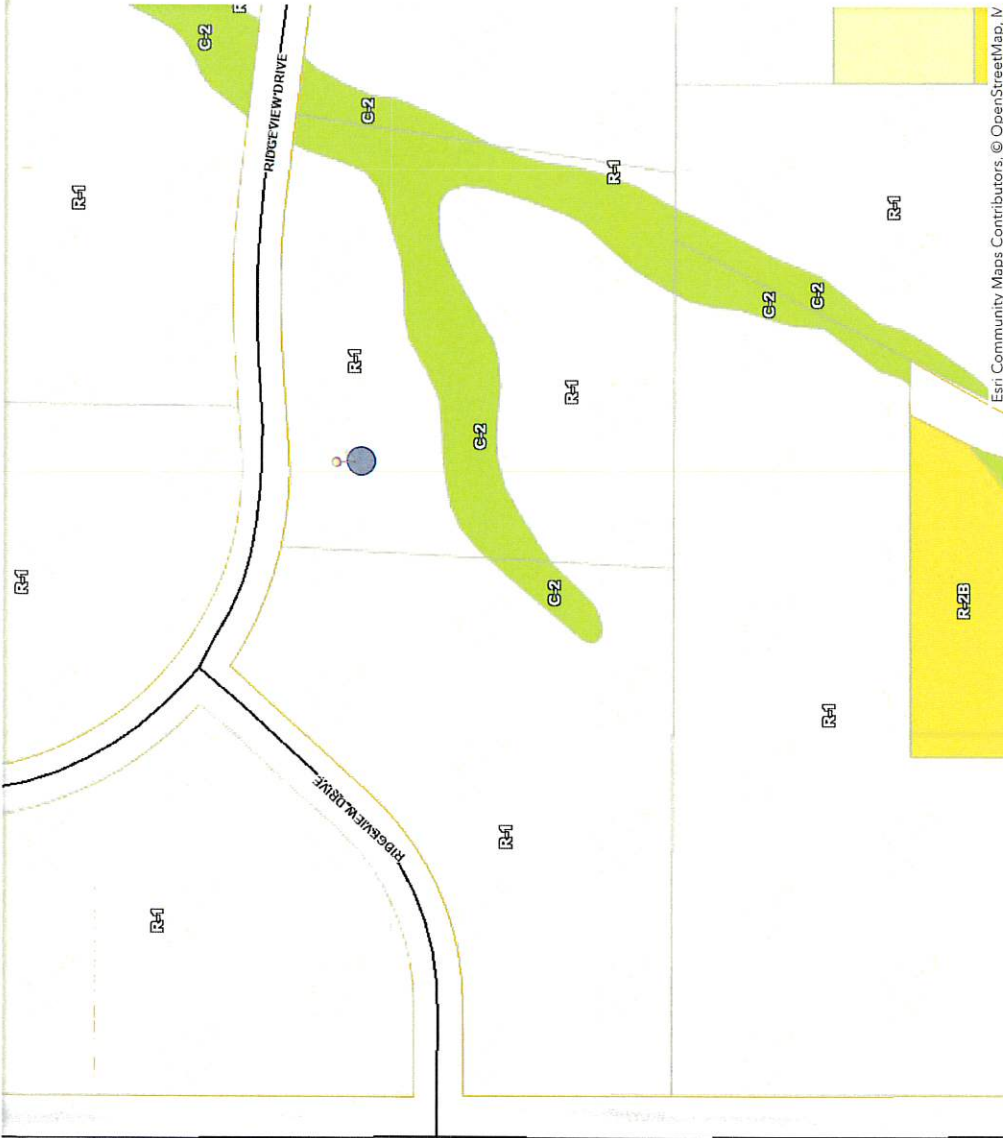


7421W RIDGEVIEW DRIVE X Q
Show search results for 7421W RIDG



7421W RIDGEVIEW DRIVE X

Map navigation controls: +, -, Home, Refresh, Full Screen, Print, Search



Esri Community Maps Contributors, © OpenStreetMap, IV

Landuse & Zoning

Layers

- Subdivisions
- Cell Transmitters
- Golf Courses
- Schools
- Parks
- Preserved Open Space
- Town Center District Boundary
- LandmarkProperties
- TIF Districts
- Zoning Labels
- Planned Land Use Areas
- Zoning



Sec. 58-234. R-1 single-family rural residential district.

- (a) *Purpose.* The R-1 district is intended to provide for large lot single-family residential development in rural areas that are not served by public water or sewerage facilities and that are not yet appropriate for development at higher densities. This district shall generally be located within the area designated on the land use plan map as "rural service area."
- (b) *Design standards—generally.* The following design standards shall apply to all residential developments on development sites of 25 acres or larger developed after the effective date of the ordinance from which this section is derived, including both estate lot design subdivisions and conservation subdivisions:
- (1) Residential dwelling lots shall be accessed from streets classified as land access by Resolution 607.
 - (2) Developments shall include hard surface (asphalt, stone or other materials approved by the planning commission) bikeway/pedestrian path connections to adjoining sites unless, as determined by the planning commission, such connections are not feasible. Connections shall be required even if the adjoining sites do not yet have paths. The owners of a development shall be responsible for the operation, maintenance and replacement as required of the bikeway/pedestrian path connections, including any requirements for snow removal as set forth in this Code.
 - (3) Public and private streets shall satisfy the following requirements:
 - a. The development shall have two or more street connections at the boundaries of the development.
 - b. Provided at least one street connection creates legal access to an existing street, any other connection may be made to one or more adjoining undeveloped parcels or, as approved by the planning commission, parcels likely to be redeveloped. For future street connections to undeveloped parcels, the street shall terminate in an eyebrow, in accordance with standard specifications of land development, within 150 feet of the property line of the undeveloped parcel. The area from the eyebrow to the property line shall be designated as right-of-way and shall be at least 60 feet wide. The developer shall install bollards on each side of the right-of-way. The bollards shall be placed at the property line and halfway to the eyebrow. The owners shall maintain the bollards in good condition and repair and replace them as necessary until such time as a street is constructed over the right-of-way. If an adjoining site has constructed one or more eyebrows as part of a prior development, the subject parcel shall be required to provide a street connection to each previously constructed eyebrow.
 - c. In lieu of the eyebrow described in the preceding paragraph, the planning commission may, if it determines in its discretion that development of an adjoining parcel is likely to occur in the foreseeable future, require the right-of-way area to be constructed as a street with a hammerhead termination. The planning commission may eliminate the hammerhead requirement if it determines, in its discretion, that the adjoining parcel will be developed before conclusion of the subject development.
 - d. Streets shall be designed, as determined by the planning commission, to ensure that adjoining parcels have adequate connection to maximize development.
 - e. Public streets and required rights-of-way shall be dedicated to the city at or prior to final plat final approval.
- (c) *Conservation subdivisions.*

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- (1) *Purposes.* The city encourages conservation subdivision design for development sites of 25 acres or larger, having determined that, if the majority of future residential developments in the R-1 district are conservation subdivisions, the city will:
 - a. Implement adopted city policies seeking to conserve a variety of irreplaceable and environmentally sensitive resource lands as set forth in the city's land use plan and other similar plans.
 - b. Conserve open land, including those areas containing unique and sensitive natural features such as woodlands, steep slopes, streams, wetlands, floodplains, drainage courses, natural meadows, specimen trees and scenic features, by setting them aside from development.
 - c. Provide greater design flexibility and efficiency in the siting of services and infrastructure, including the opportunity to reduce utility runs and the amount of paving required for residential development.
 - d. Reduce erosion and sedimentation by retaining existing vegetation and the minimizing development on steep slopes.
 - e. Protect areas of the city with productive agricultural soils for continued or future agricultural use by conserving blocks of land large enough to allow for efficient farm operations.
 - f. Create neighborhoods with direct visual access to open land, neighborhood open space and a strong neighborhood identity.
 - g. Create environmental amenities through creative design.
 - h. Conserve scenic views and elements of the city's rural character, and minimize perceived density, by minimizing views of new development from existing streets.
 - i. Protect the physical and visual integrity of environmental corridors and natural isolated areas as defined by the Southeastern Wisconsin Regional planning commission.
 - (2) *Minimum development site size.* Conservation subdivisions shall only be permitted on development sites of 25 acres or larger. Two or more adjoining parcels may be combined to create a development site of 25 acres or larger.
 - (3) *Minimum protected conservancy area.* At least 60 percent of the land area in a conservation subdivision shall be protected conservancy area(s).
 - (4) *Density.* One dwelling shall be allowed for every five acres (including protected conservancy areas) in a conservation subdivision. Additionally, as an incentive to develop as a conservation subdivision rather than an estate lot design subdivision, there shall be one bonus dwelling for every 40 acres in a conservation subdivision.
 - (5) *Design standards.* In addition to the standards set forth in (m), the following design standards shall apply to all conservation subdivisions developed after the effective date of the ordinance from which this section is derived:
 - a. A minimum 300-foot open space buffer shall be maintained between preexisting public streets and any residential dwelling lot unless, and only to the extent that, the planning commission determines that a lesser buffer is required to allow construction of the allowed homes while maintaining critical environmental features.
 - b. For lots in conservation subdivisions on which a residential dwelling may be located, the minimum average lot width and lot length shall be flexible and subject to planning commission approval of the conservation subdivision plan.

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- c. For structures on lots in conservation subdivisions on which a residential dwelling may be located, the minimum building setback shall be flexible and subject to planning commission approval of the conservation subdivision plan; however, the location of residential lots shall be subject to the design standards for conservation subdivisions set forth below.
 - d. In addition to bikeway/pedestrian paths, nature trails shall be included to provide subdivision resident access from internal streets to the protected conservancy area(s). The owners of a development shall be responsible for the operation, maintenance and replacement as required of the nature trails.
- (d) *Protected conservancy areas and other common areas and facilities.*
- (1) *Ownership.*
 - a. *Homeowner association or condominium association.* Protected conservancy areas and other common areas and facilities shall be held in common ownership by a homeowner association or shall be controlled through a condominium declaration and held as common elements. In either instance, the following regulations shall apply:
 - 1. Prior to approval of the final plat, the applicant shall provide the city a description of the organization of the proposed homeowner or condominium association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements. All such documents shall be consistent with the provisions of this ordinance.
 - 2. The homeowner or condominium association shall be operating (with financial subsidization by the owner or applicant, if necessary) before the earlier of the sale of any dwelling or approval of the final plat
 - 3. Membership in the homeowner or condominium association shall be mandatory for all purchasers of property in the development and their successors in title.
 - 4. The homeowner or condominium association shall be responsible for maintaining in good condition and repair, repairing, replacing as necessary and maintaining insurance in connection with common facilities (including without limitation bikeway/pedestrian trails and nature paths), common elements and the protected conservancy area. Such responsibility shall be memorialized in recordable agreements acceptable to the city.
 - 5. The homeowner or condominium association shall have the power and authority to assess members for their proportionate share of costs associated with maintenance of such common facilities and areas. If the homeowner or condominium association fails to perform the work, the city may do so and special assess all homeowners or condominium unit owners for such costs.
 - 6. The governing documents for the homeowner or condominium association shall confer legal authority on the homeowner or condominium 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 the accrued interest before the lien may be lifted.
 - 7. Written notice of any proposed transfer of common facilities by the homeowner or condominium association or the assumption of maintenance for common facilities must be given to all members of the homeowner or condominium association and to the city no less than 30 days prior to such event.
 - 8. The homeowner or condominium association shall administer, maintain, replace as necessary and operate such common facilities.

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9. If at any time the homeowner or condominium association does not exist for any reason, each owner of record of property rights in the development shall be liable for the owners' obligations set forth in this ordinance to the same extent such owner would have been liable for the costs of such obligations if such association had been properly formed and currently existing.
- b. *Private conservation organization.* Alternatively, with consent of the city, an owner may transfer either fee simple title of the protected conservancy areas or easements on the protected conservancy areas to a private nonprofit conservation organization provided that:
 1. The conservation organization is acceptable to the city and is a bona fide conservation organization intended to exist indefinitely in accordance with the Internal Revenue Service Code requirements.
 2. The conveyance contains appropriate provisions for reverter or retransfer if the organization becomes unwilling or unable to continue carrying out its functions.
 3. The protected conservancy area is permanently restricted from future development through a conservation easement and the city is given the ability to enforce these restrictions; and
 4. A maintenance agreement acceptable to the city is established between the owner and the organization.
 - c. *Dedication of easements to the city.* The city may, but shall not be required to, accept easements for public use of any portion of the common land or facilities. In such cases, the facility remains in the ownership of the condominium association, homeowner association or private conservation organization while the city holds the easements. In addition, the following requirements shall apply:
 1. There shall be no cost of acquisition to the city.
 2. A satisfactory maintenance agreement shall be reached between the owner and the city designating the owner as responsible for operation and maintenance.
- (2) *Uses.* The following uses and no others are allowed in a protected conservancy area unless otherwise prohibited pursuant to applicable law. A use described below is only allowed if it is specified in the easement described below. Each of the following uses is limited as provided by other applicable laws and shall be subject to all applicable approvals and permits required for them under this Code.
- a. Each of the following uses is permitted in protected conservancy areas:
 1. Conservation of open land (e.g., woodland, wetland or managed meadow).
 2. Silviculture in accordance with approved standards for selective harvesting and sustained yield forestry and subject to the city's specimen tree ordinance.
 - b. Each of following uses is permitted in protected conservancy areas provided the planning commission, as part of the concept plan approval or upon separate application, determines that the use, in the location proposed, does not interfere with or propose a threat to sensitive natural features and provided such use complies with all other applicable laws:
 1. Agricultural and animal-related uses that are permitted uses in the R-1 district.
 2. Pastureland for horses for non-commercial recreational use.
 3. Passive recreational amenities and designated areas for active recreational amenities. Amenities include, but are not limited to, features such as gardens, trail systems leading to destinations, sport courts, gathering and seating areas and children's play equipment.

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4. Sewage disposal systems, wells and storm water detention/retention systems that service individual lots or for all or part of the subdivision.
 5. Easements and facilities for drainage, access and public sewer and water.
 6. Easements for gas, electric, telecommunications and other city-approved private purpose.
- c. The following are conditional uses in protected conservancy areas:
1. Agricultural and animal-related uses that are conditional uses in the OA or R-1 district.
 2. Golf courses.
 3. Equestrian facilities for subdivision recreational use.

The planning commission may deny or impose conditions on approval of any such conditional use if the planning commission determines that such use is inconsistent with the protection of the specific natural features of the protected conservancy area or if and to the extent the planning commission would otherwise be allowed to deny or impose conditions upon such use under this Code or other applicable law.

- (3) *Design standards.* The following design standards shall apply to all protected conservancy areas:
- a. There shall be no minimum lot size, minimum average lot width or minimum lot length for a protected conservancy area.
 - b. Any structure in a protected conservancy area shall be at least 100 feet from any local street or arterial.
 - c. Whenever possible, protected conservancy areas shall connect with existing or likely protected conservancy areas on adjoining parcels.
 - d. Protected conservancy areas shall be delineated outside individual dwelling lots.
 - e. Each protected conservancy area shall be accessible by subdivision residents from internal streets either directly or from paths that connect to such streets.
 - f. Protected conservancy areas shall be designed with appropriate advice and counsel from professional naturalists, landscape architects, biologists, horticulturists, or other qualified professional acceptable to the city.
 - g. Berms shall be permitted in a protected conservancy area, subject to the city's berm and other applicable regulations, unless and to the extent that the planning commission determines that a proposed berm would be inconsistent with the protection of the specific natural features of the protected conservancy area.
- (4) *Protected conservancy area easement.* Each protected conservancy area shall be subject to an easement in form and content approved by the planning commission. The easement shall, among other things:
- a. Define ownership.
 - b. Obligate the owner for the cost and responsibility of maintaining, replacing as necessary and maintaining insurance in connection with all common facilities (including without limitation bikeway/pedestrian trails and nature paths regardless of whether located in the protected conservancy areas), common elements and the protected conservancy area.
 - c. Define the range of permitted activities and uses and prohibit activities and uses not approved by the planning commission.
 - d. Incorporate the stewardship plan described below.

-
- e. Define the means for funding the owner's maintenance and insurance obligations, including both long-term capital improvements and annual operating and maintenance costs.
 - f. Permit the city to enter the premises and correct any violation of the terms of the easement and provide that the costs of such corrective action, plus administrative costs and penalties, may be charged to the responsible owner and/or individual property owners who make up a condominium or homeowner association and may include administrative costs and penalties. All such costs shall become a lien against all properties in the development.

The approved and executed easement shall perpetually run with the land and be recorded in the office of the Ozaukee County Register of Deeds.

- (5) *Stewardship plan.* Protected conservancy areas and rights-of-way adjoining the protected conservancy areas shall be subject to a stewardship plan professionally prepared and in form and content acceptable to the planning commission. The stewardship plan shall:
- a. Establish objectives and timelines for each open space area and critical environmental area, including:
 - 1. Restoration efforts.
 - 2. Correction of increasing destructive conditions such as erosion.
 - 3. Measures for restoring historic features.
 - 4. The proposed end state for the area.
 - 5. The measures proposed for achieving the end state.
 - b. Commit the owner to control regulated weeds within the protected conservancy areas and adjoining rights-of-way within a reasonable time established in the stewardship plan, and effectively maintain that control, using either integrated management methods or a single management method only if such method is the most practical and economical method for achieving and maintaining control. As used in this paragraph, the following terms have the following meanings:
 - 1. *Control* means to destroy the above-ground portion of a regulated weed in a manner and at the proper time to prevent the development and distribution of the regulated weed, and to prevent the spread of such regulated weed from one area to another.
 - 2. *Integrated management* means the use of a combination of several weed control tools to suppress regulated weeds, stimulate the competitive vigor of desirable plants or landscaping and prevent additional regulated weeds or the growth or expansion of regulated weeds, including without limitation the replacement of regulated weeds with recommended plants.
 - 3. *Regulated weeds* means:
 - i. All noxious weeds (as defined in Wis. Stat. § 66.96, as amended from time to time);
 - ii. Nuisance weeds (as defined in Wis. Stat. § 66.995, as amended time to time);
 - iii. The following health-related weeds: common burdock (*arctium minus*), common ragweed (*ambrosia artemisiifolia*), giant ragweed (*ambrosia trifida*), poison ivy (*rhus radicans*) and wild parsnip (*pastinaca sativa*);
 - iv. The following woody plants: autumn-olive (*elaagnus umbellata*); buckthorn bushes (common buckthorn/*rhamnus cathartica*; glossy buckthorn/*rhamnus*

frangula); honeysuckle bushes (morrow's honeysuckle/*Lonicera morrowii*; tartarian honeysuckle/*Lonicera tatarica*; bella honeysuckle/*Lonicera x bella*); and oriental or Chinese bittersweet (*Celastrus orbiculatus*); and

- v. The following herbaceous plants: velvet leaf or indian mallow (*Abutilon theophrasti*); garlic mustard (*Alliaria petiolata*); spotted knapweed (*Centaurea maculosa*); yellow nutsedge (*Cyperus esculentus*); common and cut-leaved teasel (*Dipsacus laciniatus* and *Dipsacus sylvestris*); black nightshade (*Solanum nigrum*); and cocklebur (*Xanthium strumarium*).
 - c. Establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (i.e., lawns, playing field, meadows, pastures, croplands, woodlands, etc.) including:
 - 1. Mowing schedules.
 - 2. Weed control.
 - 3. Planting schedules.
 - 4. Clearing and clean-up.
 - d. Be incorporated in the easement described above.
 - e. Be a perpetual obligation of the owner of the protected conservancy area.
- (e) *Process.*
- (1) *Concept plan.* For all developments, the planning commission shall take action on a concept development layout plan prior to the applicant filing for approval of a preliminary plat. The concept development layout plan shall identify the following:
 - a. Primary conservation features, including, but not limited to, wetlands, floodplains, drainage courses, steep slopes and specimen trees.
 - b. Secondary conservation features, including, but not limited to, woodlands, natural meadows, scenic features, passive and active recreational amenities and view sheds.
 - c. Location of house sites.
 - d. Street alignments and trails.
 - (2) *Council review.*
 - a. The common council shall review an approved concept development layout plan for a conservation subdivision, as described in section 58-234(e)(1)), upon the occurrence of and as follows:
 - 1. In the event of a written request from two aldermen or one alderman and the mayor, the concept development layout plan shall be referred to the common council and shall not be effective unless confirmed by the common council.
 - 2. In the event of a written protest against the concept development layout plan, duly signed and acknowledged by the owners of 51 percent or more of the parcels of land located in or whole or in part within 1,320 feet of the property line of the land included in such conservation subdivision, the development layout plan shall be referred to the common council and shall not become effective except by the favorable vote of six members of the common council. Each page of the protest shall describe the land that is the subject of the proposed conservation subdivision, a statement that the people signing the petition oppose the concept development layout plan and a statement describing the reasons for

the opposition to the concept development layout plan. Any person signing a petition on behalf of an entity owner shall specify in the petition the name of the entity and the legal capacity on behalf of the entity in which he or she is signing the petition. The city shall conclusively determine which parcels are in or whole or in part within 1,320 feet of the land included in the conservation subdivision by utilizing the buffer or notification feature of the current version of the city's GIS software. In the case of a petition circulated by one or more individuals among multiple owners (as opposed to an individual acknowledgment by any singular owner), each circulator shall include an acknowledgment under penalty of perjury on the petition certifying that the circulator is an owner qualified to protest under this section; that the circulator personally circulated the petition and personally obtained each of the signatures; that the circulator knows that the signers are also owners qualified to protest under this section and that the address of each owner is correctly included on the petition; that the circulator knows the owners signed the petition with full knowledge of its content; and, that the circulator knows each signer signed on the date stated opposite his or her name.

- b. Any request for confirmation under subsection a. or any protest under subsection b. must be filed with the clerk not later than 12:00 noon on the third Friday following the planning commission's approval of the concept development layout plan or any material change to the concept development layout plan. The common council shall take action on the request for confirmation or protest petition no later than the second common council meeting following the approval of the planning commission.
 - c. If both a request for confirmation and a proper protest are timely filed, the common council shall proceed under the rules of the protest.
 - d. In considering a request for confirmation or a protest, the common council may and should attempt to modify the development layout plan to mitigate legitimate concerns presented by the members of the common council requesting confirmation or the protesters rather than denying.
- (3) *Easement and stewardship plan.* For any application containing protected conservancy areas, including all conservation subdivisions, the easement and stewardship plan are required to be submitted with the preliminary plat and are subject to planning commission approval at the time of the preliminary plat.

(Ord. No. 2021-1591, § I(Exh. A), 6-8-2021)

Sec. 58-603. Filling, excavating and berms.

No person, firm or corporation shall transfer to dump or place upon any lands, public or private, solid fill within the limits of the City of Mequon without first obtaining a filling permit in compliance with engineering department policies and specifications. Permits shall be in compliance with article VIII. The construction of berms, earth moving, grading and filling shall comply with the following.

- (1) Land disturbing activities relating to land divisions or commercial developments that have received planning commission approval may be approved at a staff level.
- (2) Lot grading plans associated with residential home construction that have excavation and fill volumes fewer than 1,000 cubic yards and that are reviewed by the city engineer with the building permit process are exempt.
- (3) The city engineer or assigned designee may waive the permit requirement at his/ her discretion wherein the permit application seeks approval for less than 25 cubic yards of fill and the city engineer or assigned designee is reasonably satisfied that there is no significant likelihood of adverse impact on drainage affecting adjoining properties.
- (4) The construction of berms, earth moving, grading, land disturbing activities and filling shall comply with article VIII of this Code, erosion and stormwater run-off control regulations.
- (5) All land disturbing activities shall comply with the "City of Mequon Standard Specifications for Land Development", in effect at the time of permit application or unless otherwise agreed to by the applicant.
- (6) A permittee under this section shall notify the engineering department before starting any land disturbing activity and again not more than five calendar days after the project is complete to allow the engineering staff sufficient time for coordination of the effort and inspection.
- (7) The applicant must complete and file with the city a filling, excavating and berms permit and erosion control plan and application. Plans must be submitted in compliance with the "City of Mequon Standard Specifications for Land Development", latest edition.
- (8) Berms/land disturbing activities involving construction in excess of 1,000 cubic yards shall submit a plan to the planning commission for review and approval. A berm exceeding four and one-half feet in vertical height shall be permitted only after approval by the planning commission as to the height, location, and landscaping of the berm.
- (9) The applicant must complete the land disturbing project as described on or before a date specified by the city. The applicant may not begin or continue construction of the land disturbing activity after this date unless the city and/or WDNR grants a new permit extension in writing.
- (10) A permit does not authorize any work other than what was described in the application and approved plan.
- (11) The applicant must allow the free and unlimited access to the project site at any time to any city or state employee who is investigating the project's construction, operation or maintenance.
- (12) The acceptance of the permit and commencement of land disturbing activities signify that the applicant has read, understands, and agrees to follow the conditions of the permit.
- (13) The applicant must keep a copy of the permit and approved plans at the project site at all times until the project is complete.
- (14) The city or WDNR may modify or revoke the permit if the project is not completed according to the terms of the permit, or if the city or WDNR determine the activity is detrimental to the public interest.

-
- (15) The applicant shall contact the City of Mequon Engineering Division within five calendar days of completion for closure inspection. Final documentation of permitted activities shall be provided to the city no more than ten calendar days after final completion.
 - (16) The city engineer has the authority to stop work, amend, or alter any measures in the construction. Any person violating any of the provisions of this section shall be subject to a forfeiture as provided in chapter 2 of this Code of Ordinances, and the city may recover all attorneys' fees, court costs, and other expenses associated with enforcement of this section, including sampling and monitoring expenses. Each day a violation exists shall constitute a separate offense.

(Ord. No. 2018-1520, § I, 8-15-2018)

Editor's note(s)—Ord. No. 2018-1520, § I, adopted Aug. 15, 2018, amended § 58-603 in its entirety to read as herein set out. Former § 58-603 pertained to filling and excavating and derived from Code 1957, § 3.12(6); Ord. No. 97-913, adopted April 8, 1997; Ord. No. 2004-1117, § I, adopted Dec. 20, 2004; and Ord. No. 2008-1238, § I, adopted April 8, 2008.

To Mequon Board of Appeals
From Brian C. Sajdak, City Attorney
Date February 27, 2026
Re Berrada Berm Variance Request – 7421 W Ridgeview Drive

Background

As part of a settlement related to numerous issues between the City and the Applicant, Mr. Berrada, the owner of the property at 7421 W. Ridgeview Drive (the “Property”), the Applicant now seeks a variance from the Board of Appeals to allow him to retain certain berming located along the front of the Property. Specifically, the Applicant seeks a variance from Sec. 58-603(8), which provides:

Berms/land disturbing activities involving construction in excess of 1,000 cubic yards shall submit a plan to the planning commission for review and approval. A berm exceeding four and one-half feet in vertical height shall be permitted only after approval by the planning commission as to the height, location, and landscaping of the berm.

In this case, the berms exceed four and one-half feet in height, and as such a variance would be required.

Analysis

The City has two issues to address with respect to the variance request: a factual issue and an analysis of the traditional variance standards. Each will be addressed below.

I. Applicant mischaracterizes the nature of the Variance requested.

Throughout his application, Applicant asserts that the requested variance is only a couple of inches. It appears that this assertion is based upon the difference between the grades in Exhibit A of the Settlement Agreement and the final as-built grades. As Applicant notes, two separate attorneys were involved in this matter, “litigation counsel” and Mr.

Goldberger. It appears there has been some miscommunication between these attorneys resulting in an erroneous calculation. This calculation is incorrect as a matter of law and also inconsistent with the Settlement Agreement.

The complete Settlement Agreement is attached. As you will note, Exhibit B included two surveys of the Property, which was intended to show the original grades for the Property. When you compare the grades in Exhibit B to the Settlement Agreement with the as-built grades in the area circled in Exhibit A (and specifically comparing the circled area with the rest of the bermed area to the east), you'll see that the actual difference is greater than the calculations provided by the Applicant. The area of the circled berms has an original elevation in the 737 to 742 range. The berms as built are at elevations between roughly 745 and 748. Thus, for the western part of the berm, the difference is closer to six feet, and on the eastern part the difference is closer to 8 feet (not including the fact that there is a small roadside ditch which would only increase the total height of the berm).

Applicant will likely argue that his calculation is correct because he only added roughly 4.5 feet to the grade at the time they added fill to create the berms. This argument fails both because it is absurd and because it is inconsistent with the language of the code. Absurd because the argument would allow someone to exceed the 4.5 foot height requirement by undergoing a series of fill activities, each less than 4.5 feet, to eventually obtain a berm that exceeds the code. It is contrary to the code because the code language does not speak to the height above existing grade, but instead the overall "vertical height" of the berm. In this case, the height of the berm exceeds 4.5 foot. Looking at Exhibit C-2 of the Applicant's submission, you can see that for "Point A" the elevation is 748.30. Comparing that point to the road elevation immediately adjacent to that point (which has not changed at approximately between 740-741), the vertical height of the berm is 7-8 feet. For "Point G," the difference is similarly 8 feet (745 actual less 737 road elevation).

II. Applicant does not meet the criteria for a Variance.

In the case of a variance, like the one requested by the Applicant here, from the area or bulk restrictions on property (setbacks, minimum frontage, height, density, etc.), the Board may approve a "variance from the terms of the ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the ordinance will result in practical difficulty or unnecessary hardship, so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done." Wis. Stat. § 62.23(7)(e)7.b. The statute further provides that:

A property owner bears the burden of proving "unnecessary hardship," as that term is used in this subdivision, for an area variance, by demonstrating that strict compliance with a zoning ordinance would unreasonably prevent the property owner from using the property owner's property for a permitted purpose or would render conformity with the zoning ordinance

unnecessarily burdensome In all circumstances, a property owner bears the burden of proving that the unnecessary hardship is based on conditions unique to the property, rather than considerations personal to the property owner, and that the unnecessary hardship was not created by the property owner.

Wis. Stat. § 62.23(7)(e)7.d. *See also State ex rel. Ziervogel v. Washington Cnty. Bd. of Adjust.*, 2004 WI 23, ¶¶33-34, 269 Wis. 2d 549, 676 N.W.2d 401. These various requirements for the basis for the series of questions that are found on the Board's application form.

Question 1: Describe the unnecessary hardship created by the ordinance. In other words, how does strict compliance with the ordinance unreasonably prevent use of the property for a permitted purpose or render compliance with the ordinance unnecessarily burdensome.

Applicant's answer to this question is that because of the *de minimis* nature of the violation he would be required to "incur an expense without tangible benefit." This answer fails to establish an unnecessary hardship under the law. First, as is discussed in Section I above, the actual violation here is not *de minimis*. Second, even if the violation is *de minimis*, the courts have discussed the need for variances even for minor violations. *See State v. Outagamie Cnty. Bd. of Adjust.*, 2001 WI 78, ¶ 42, 244 Wis. 2d 613, 641, 628 N.W.2d 376, 387-88 (discussing the need for variances for "minor zoning violations" where there is a "*de minimis*" encroachment into a setback). Finally, the only hardship alleged in this answer is that Applicant may have to incur an expense. However, financial hardship alone does not authorize a variance. *See State v. Winnebago Cnty.*, 196 Wis. 2d 836, 845, FN. 9, 540 N.W.2d 6, 10 (Ct. App. 1995).

Question 2: Describe whether the unnecessary hardship is the result of conditions on the property that do not exist on, or apply to, other properties.

Applicant's answer here is that the topography on the Property is unique. However, Applicant fails to address why the topography is unique or how the topography justifies the berm. The reason for this failure is obvious when looking at the attachment. First, you can see from the aerial GIS image (which has the topography lines included) that the Property's (highlighted in red) topography is not particularly challenging. While there is a drop off on the eastern side because of a drainage swale or small creek, this drop off is not in the area of the berms. Moreover, you can see that the properties to the east and north of the Property also have this feature.

Courts have routinely held that a hardship must be unique to a property in order to justify a variance. A

[h]ardship is not peculiar to the applicant's land if it is shared by a neighborhood or an entire area; a shared hardship will not support the granting of a use variance to relieve it. Thus, traffic problems common to a neighborhood and soil deficiencies common to an area are shared hardships which are not unique. Where the hardship imposed upon an applicant's property is no greater than that suffered by nearby lands, the board of adjustment may not grant a variance to relieve it. To grant such relief would be unfair to owners who remain subject to the general restrictions of the zoning ordinance, and it would endanger the community plan by piecemeal exemption.

Arndorfer v. Sauk Cnty. Bd. of Adjustment, 162 Wis. 2d 246, 255–56, 469 N.W.2d 831, 834 (1991)(citing 3 Anderson, *American Law of Zoning* 474–76 (3d ed. 1986)). *See also* Anderson, *American Law of Zoning*, sec. 14.55, at 32 (1968); 8 McQuillin, *Municipal Corporations*, sec. 25.167, at 543—45 (3d ed. 1965).

Question 3: Describe whether the conditions creating the unnecessary hardship are created by the terms of the ordinance, or whether they are the result of circumstances or desires unique to the applicant?

Applicant's answer to this question does not address the question. Applicant merely asserts that the strict enforcement of the ordinance results in an unnecessary hardship. The Board would be unable to grant a variance without knowing what conditions result in the hardship he claims. A hardship which is purely personal to the property owner does not satisfy the requirements to justify a variance. *See* Wis. Stat. § 62.23(7)(e)7.d. *See also* 3 Rathkopf's *The Law of Zoning and Planning* § 58:20 (4th ed.); 2 *Am. Law of Zoning* § 13:15 (5th ed.).

Question 4: Describe why the requested variance is not contrary to the spirit, purpose, and intent of the regulations in the zoning district and is not contrary to the public interest.

Applicant's answer here returns to the *de minimis* argument. As discussed in Section I above, the actual violation here is not *de minimis*. Nor does the claim of inadvertence matter. May applicants before this board seek after-the-fact variances because of their inadvertence. Recall also that the burden is on the Applicant to establish his entitlement to a variance. The City has no duty to establish or prove that the violation is contrary to the spirit, purpose and intent of the regulations.

QUESTION 5: Describe why the requested variance will not create substantial detriment to adjacent property.

Applicant indicates in his response that he owns the property to the west and that the property to the east is “a significant distance from the berm in question.” Applicant’s answer does not however, address the adjacent owner to the north. Moreover, while there is some distance between the berm and the homes of the adjacent properties, it is unclear why that distance negates any detriment to these properties. People spend time in their yards, walk and drive through their neighborhoods, and have guests (and future potential purchasers) who would see the berms and the negative impact they have on the community.

Question 6: Describe why the requested variance is compatible with the character of the immediate neighborhood.

Applicant asserts that his neighbors and/or the homeowners association did not object to the berms as provided for in the covenants and restrictions. Without the benefit of the covenants and restrictions to review, it is difficult to determine if there could have been an objection. Nonetheless, the covenants and restrictions cannot allow for deviations from City ordinances or state/federal laws simply because the neighbors do not object. The fact of the matter is that no other property within the neighborhood has significant berms along their road frontage. In an otherwise generally flat neighborhood it is out of character.

Conclusion

Based upon the above, Applicant has failed to meet his burden to establish entitlement to a variance. His application should be denied.

SETTLEMENT AGREEMENT AND RELEASE

The City of Mequon (the “City”), and Youssef Berrada and 7421 W. Ridgeview Drive, LLC (collectively “Berrada”), each individually a “Party,” and collectively the “Parties,” enter into this Settlement Agreement and Release, (the “Agreement”), on this 1st day of August, 2025.

RECITALS

I. Berrada owns the real property located at 7421 Ridgeview Drive in the City of Mequon (the “Property”).

II. The City and Berrada have a number of outstanding matters related to various activities on the Property. Specifically, the City has alleged various municipal code violations at the Property related to the use of a helicopter, the construction of a berm and two separate structures (a boiler bunker and a package delivery vault). Berrada has alleged certain unwarranted searches and equal protection violations under the US and Wisconsin Constitutions, as well as disputing the various code violations.

III. As part of these disputes, the City commenced litigation on Ozaukee County Circuit Court related to the helicopter-based allegations (Case 23-CV-14) and issued a municipal court citation related to the boiler bunker, and Berrada filed an application with the City’s Board of Appeals on the question of whether the boiler bunker and delivery vault are structures under the City’s code — all of which have been stayed pending the finalization of this Agreement.

IV. Berrada also filed, under protest, an application with the City’s Architectural Board for approval of the design of the boiler bunker. That application has also been stayed pending the finalization of this Agreement.

V. To avoid the time, expense, and uncertainty of potential litigation related to the various matters at issue, the City and Berrada have negotiated and entered into this Agreement to settle their dispute.

Based upon the foregoing recitals, and in consideration of the mutual obligations, undertakings, promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. For the alleged violations stemming from the use of a helicopter on the Property, and specifically the allegations contained in the pleadings related to Ozaukee County Circuit Court Case 23-CV-14, the Parties agree that the claims within that case shall be handled in that litigation and are not covered by this Agreement.

2. As it relates to the grading on the Property to create the berms, the Parties agree that the areas of the berms circled in the attached Exhibit A are the only areas that exceed 4.5 feet of the last approved grading plan and, therefore, are the only areas of the berms that require approval from either the Planning Commission or the Board of Appeals. Berrada may seek Planning Commission approval or a ruling from the Board of Appeals regarding these areas. The

Parties agree that the application to the Planning Commission or the Board of Appeals shall be made within 30 days of the effective date of this Agreement. Assuming approval by the Planning Commission or the Board of Appeals, the City agrees to waive any after-the-fact grading permit fees. If a determination from the Board of Appeals is sought and such determination is adverse to Berrada, approval from the Planning Commission may be sought within 30 days of the Board of Appeal's decision. Berrada may challenge any adverse ruling by the Planning Commission or Board of Appeals as provided by law. If Berrada does not challenge or otherwise seek review of an adverse decision regarding the berms, Berrada shall cause the areas circled in Exhibit A to reach a height of less than 4.5 feet from the original grading of the property within 60 days of the expiration of time to file such challenge or seek such review. Original grading shall mean grading to match the grading plan for the Property shown on the 2008 Conditional Use Grant, attached hereto as Exhibit B.

3. The Parties agree, for purposes of this Agreement, to treat the boiler bunker as an accessory storage structure under the code. Based upon information previously presented to the City, and based upon the current size and location of the boiler bunker, it shall be necessary to seek Architectural Board approval for the design. Within 30 days of the Parties' execution of this Agreement, Berrada shall move to resume the application before the Architectural Board for approval of the design of the boiler bunker. The City staff agrees to take no position on this application. If the Architectural Board denies the application, Berrada may challenge that adverse ruling as provided by law. For the avoidance of doubt, the Parties' agreement to treat the boiler bunker as an accessory structure does not constitute an admission by Berrada that the bunker is, indeed, an accessory structure under the Code, and, as explained below, Berrada may make any argument before the Board and on appeal, including that the bunker is not a structure requiring permitting under the Code.

4. The City agrees to treat the delivery vault as an unclassified structure under the code. Accordingly, there are no specific limitations on the number or size of the structure beyond those that generally apply to the Property. Because the delivery vault is less than 150 sq. ft. in area, no Architectural Board approval is necessary, as it can be approved by staff. Staff can also approve an exception to the setback requirements for structures of this size under the code. The City agrees to approve the vault in its current architectural design and location.

5. During the above-mentioned application processes and any legal challenge thereto, Berrada may raise any factual or legal arguments and defenses he may have, including arguments that the boiler bunker and vault are not structures subject to the relevant permitting requirements.

6. The City shall cause the dismissal of the existing municipal citation related to the construction of the boiler bunker with 30 days of the Parties' execution of this Agreement. Said dismissal shall be with prejudice and without costs provided, however, that such dismissal shall not prevent the City from enforcing its code against the Property in the future in the event that any of the final and unappealable determinations called for above is adverse to Berrada.

7. Upon final completion of the above-mentioned processes, Berrada waives and releases any and all rights and/or claims he may have against the City, its officers, employees, agents and contractors with respect to any damaged caused by, or attributed to, in any way or

manner whatsoever, the enforcement actions related to the Property to date including, but not limited to, those claims spelled out in a draft complaint circulated by Berrada to the City on April 17, 2023. This release is effective irrespective of the result of the above processes. It is intended that this release is granted not based upon a specific outcome of the process, but instead solely upon the City allowing and following the process as provided for herein. This release does not preclude Berrada from raising any defenses in the City's action related to the helicopter-based allegations (Ozaukee County Case 23-CV-14).

8. The Parties further agree that, with respect to any claims that Berrada may have relating to the City's enforcement actions to date including, but not limited to, those claims spelled out in a draft complaint circulated by Berrada to the City on April 17, 2023, all time limits or time-related defenses, either in law or in equity, including but not limited to statute of limitations, statute of repose, and the doctrines of laches, are tolled for the period between the date of the Parties' execution of this Agreement and the date that the release described in Paragraph 7 above becomes effective. Berrada agrees not to file any legal action with regard to the tolled claims during the tolling period provided, however, that if the City fails to meet its obligations under this Agreement, Berrada may file an action raising the tolled claims.

9. Upon final completion of the above-mentioned processes, the City waives and releases any and all rights and/or claims it may have against Berrada, their officers, employees, agents and contractors with respect to the berms, boiler bunker, and delivery vault. The City may, in the event of a final, unappealable, and unfavorable determination, enforce its Code and this Agreement with respect to that specific determination, but only prospectively, from the date of the unfavorable determination.

10. This Agreement is binding on the City and Berrada, as well as their heirs, successors, assigns, or any other agent or representative.

11. The Parties acknowledge that no promises, statements or representations, other than those contained in this Agreement, have been made to induce any Party to enter into this Agreement.

12. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any and all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement.

13. No modification, renewal, extension or waiver of this Agreement or any of the provisions contained herein shall be binding upon the Party against whom enforcement of such modification, renewal, extension or waiver is sought, unless made in writing and signed by such party.

14. The Parties acknowledge, agree and specifically warrant to each other that they are, or could be, represented by counsel to review this Agreement and to provide legal advice with respect to the advisability of entering into this Agreement. The Parties further acknowledge, agree and warrant that they have fully read this Agreement and fully understand the Agreement's effect. The Parties further understand, acknowledge and agree that they are not relying on any statement,

inducement or other representation of any other Party (or than as set forth in this Agreement) in entering into this Agreement; and each may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, it is the Parties' intention to resolve their disputes pursuant to the terms of this Agreement and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts, and this Agreement shall not be subject to rescission or modification by reason of any change or difference in facts.

15. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The parties to this Agreement shall submit to the exclusive jurisdiction of the state courts located in Ozaukee County, Wisconsin, for any actions, suits, proceedings concerning the enforcement or construction of this Agreement.


16. Each Party and each Attorney or other person signing this Agreement on behalf of a Party hereby warrants and represents that the person signing this Agreement on behalf of that Party has full power and/or authority to bind that Party to all terms of this Agreement.

17. This Agreement may be executed in counterparts. Signatures delivered by facsimile or electronic mail shall be considered effective as original signatures.

IN WITNESS WHEREOF, the parties hereto execute this agreement as follows.


[SIGNATURE PAGE FOLLOWS]

CITY OF MEQUON



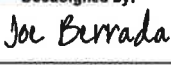
Andrew Nerbun, Mayor

Approved as to Form:



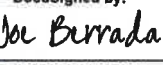
Brian C. Sajdak, City Attorney

YOUSSEF BERRADA

DocuSigned by:


F06E28DF39CC406...
Yousef Berrada

7421 W. RIDGEVIEW DRIVE, LLC

DocuSigned by:


F06E28DF39CC406...
Yousef Berrada, Managing Member

Approved as to Form:

/s/ Ryan J. Walsh

Ryan J. Walsh, Attorney for Berrada

EXHIBIT A



PKY. NO.	DESCRIPTION	DATE	BY

PROJECT: BERADA RESIDENCE
LOCATION: 7421 W. RIDGEVIEW DRIVE
 MEDON, WISCONSIN
DESCRIPTION: TOPOGRAPHIC SURVEY

DRAWING NO. **DS-9947**
 SHEET NO. **1**

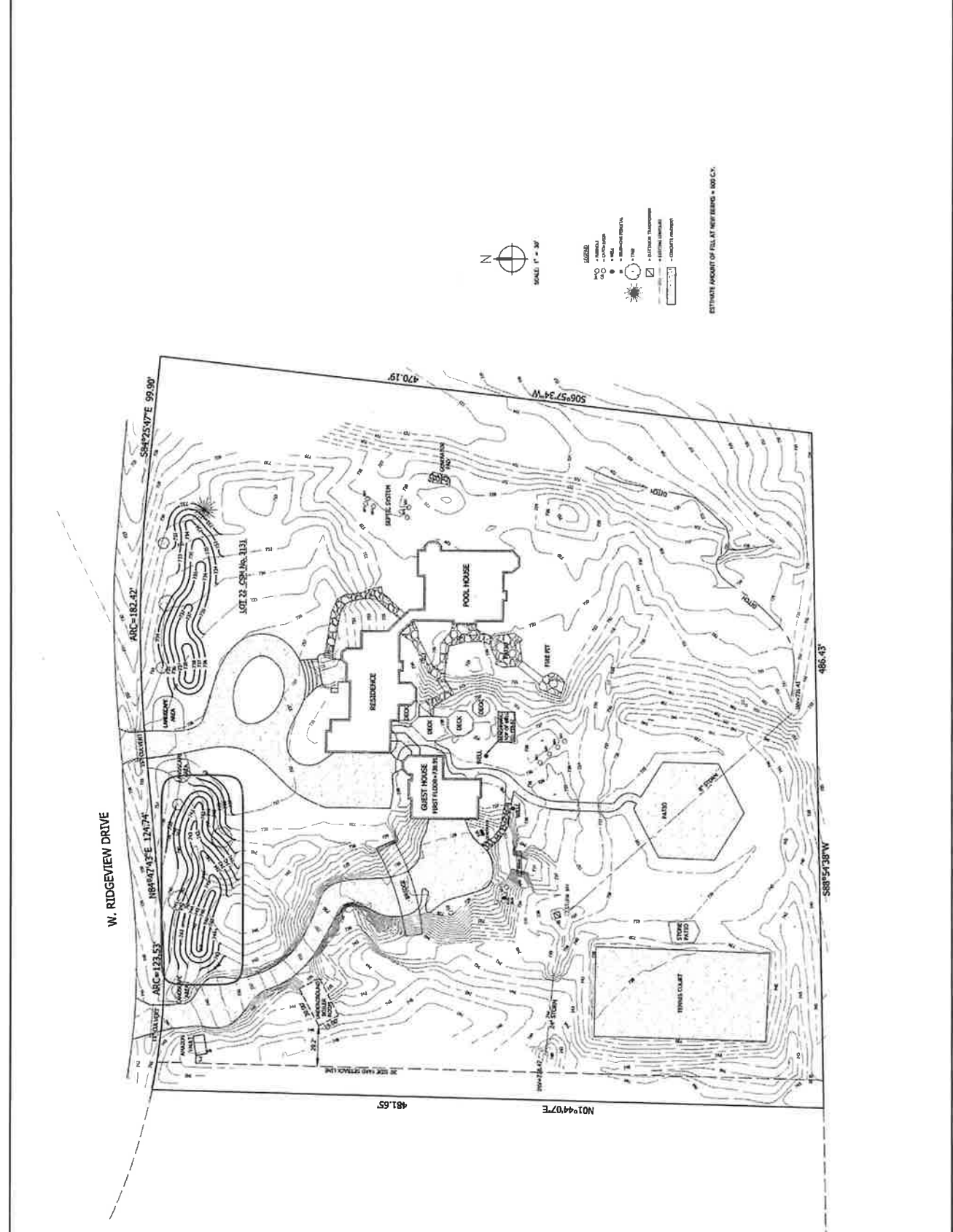


EXHIBIT B

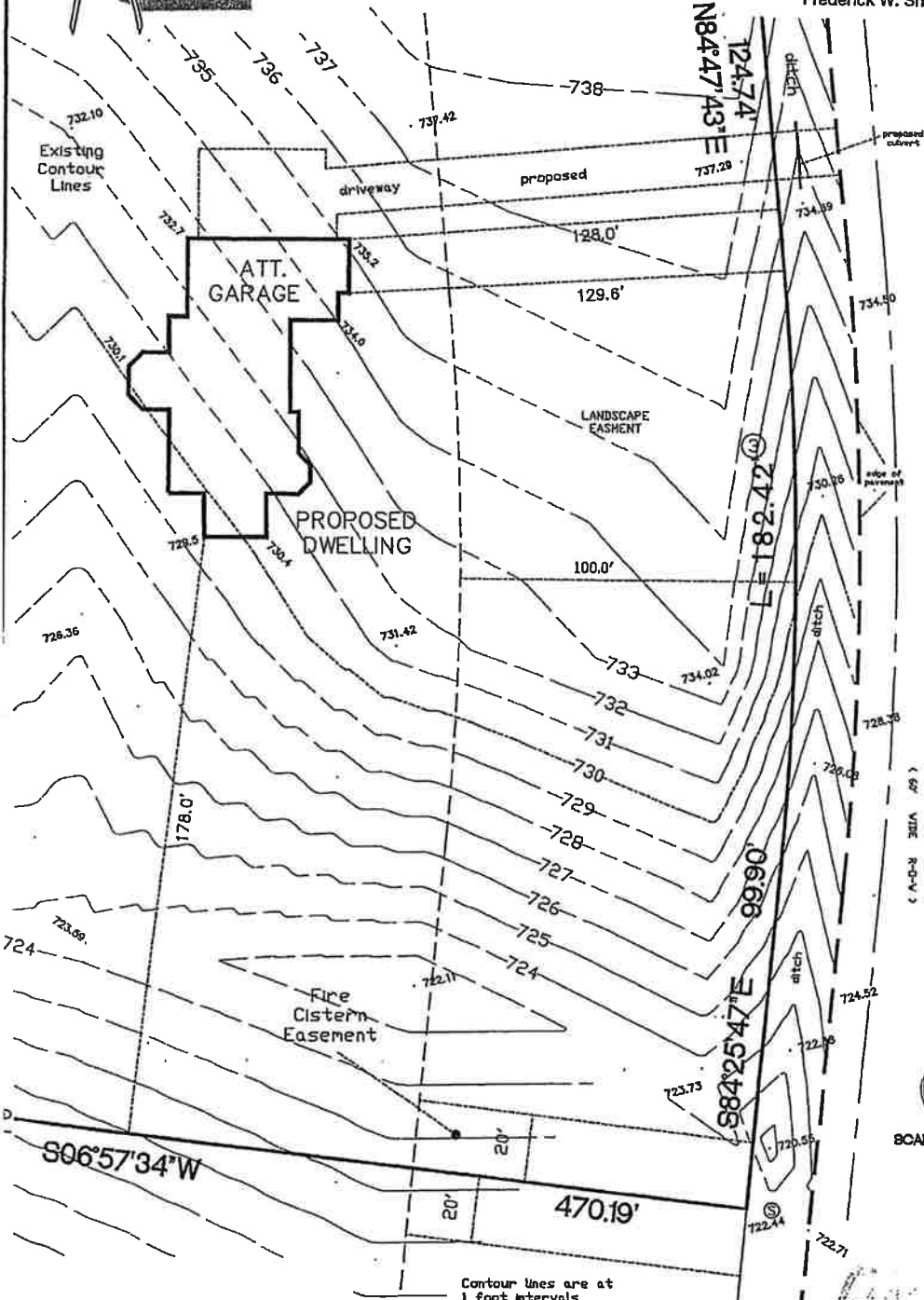


SURVEYING ASSOCIATES, INC.

MEMBER WISCONSIN SOCIETY OF LAND SURVEYORS AND AMERICAN CONGRESS ON SURVEYING AND MAPPING

2554 N. 100TH STREET
P.O. BOX 26596
WAUWATOSA, WISCONSIN 53226
(414) 257-2212 FAX: (414) 257-2443

William J. Karpen RLS
Frederick W. Shibilski RLS



SOUTH RIDGEVIEW CT.

(SEE VIDE RECORD)



SCALE = 1" = 40'

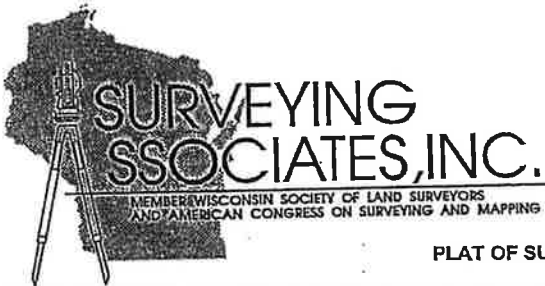
Contour lines are at 1 foot intervals

Surveyed for: JOHNSON BUILDERS

"I have surveyed the above described property from the legal description furnished by the client named on this survey."
"This survey is made for the use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one year from date hereof."

NOTE: THIS IS NOT AN ORIGINAL SURVEY UNLESS THIS SEAL IS RED.

<i>William J. Karpen</i>	MARCH 4, 1999	FMT PS	BJK	Sheet 2 of 2 27437-40
WISCONSIN REGISTERED LAND SURVEYOR	DATE	FIELD WORK BY	DRAWN BY	JOB NUMBER



2554 N. 100TH STREET
 P.O. BOX 26596
 WAUWATOSA, WISCONSIN 53226
 (414) 257-2212 FAX: (414) 257-2443

William J. Karpen RLS
 Frederick W. Shibielski RLS

PLAT OF SURVEY

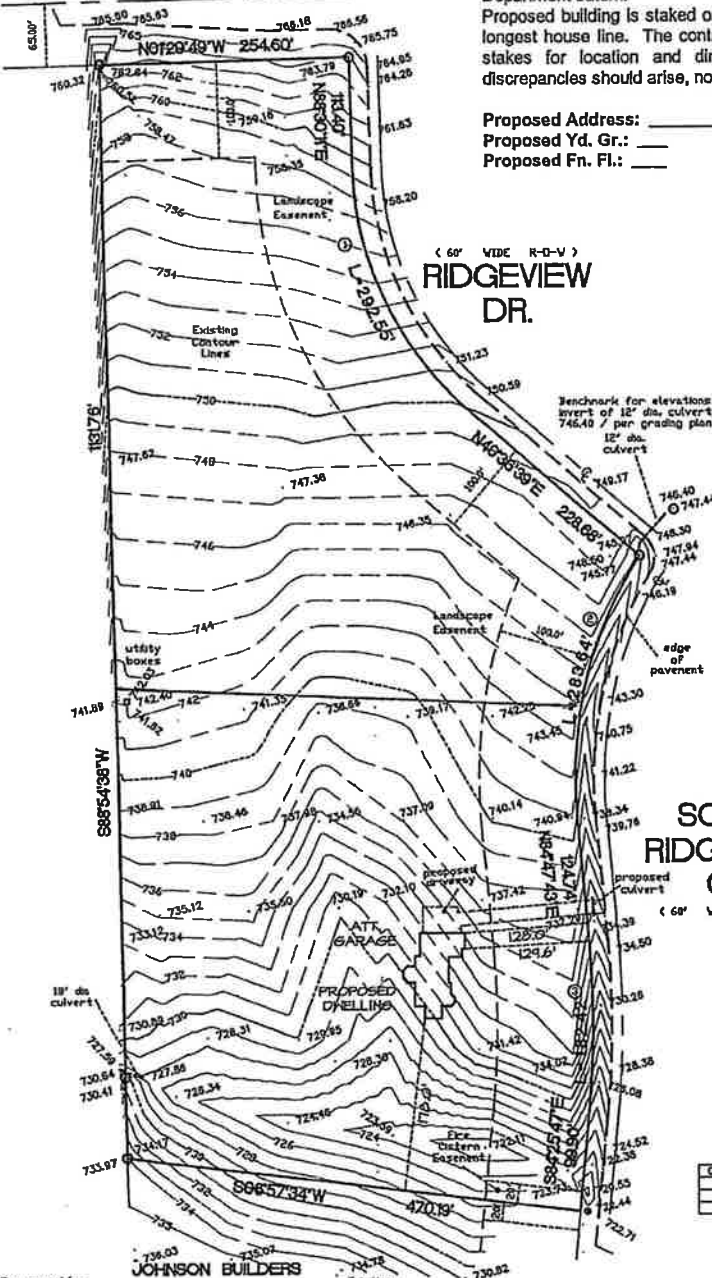
LOT 22, RIDGEVIEW, part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 15, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

WAUWATOSA RD.

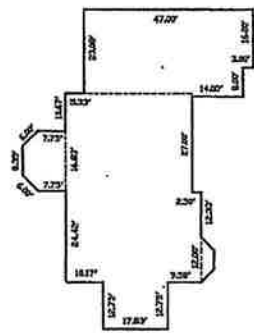
Elevations hereon are based on the City of Mequon Engineering Department datum.

Proposed building is staked on actual corners with 5 foot control on the longest house line. The contractor will be responsible to field verify all stakes for location and dimension prior to construction. If any discrepancies should arise, notify this office at once.

Proposed Address: _____
 Proposed Yd. Gr.: _____
 Proposed Fn. Fl.: _____



PROPOSED HOUSE DETAIL



SOUTH RIDGEVIEW CT.

Contour lines are at (60' WIDE R-O-V) 1 Foot Intervals



SCALE: 1" = 150'

Area of Property = 404,810 Sq. Ft.
 11.13 Acres

788.85 - Denotes Existing Spot Elevation

○ - Denotes Found Iron Pipe

CURVE DATA

CURVE	RADIUS	CHORD	BEARING	DELTA
1	250.00'	284.11'	N64°32'55\"/>	



NOTE: THIS IS NOT AN ORIGINAL SURVEY UNLESS THIS SEAL IS RED.

Surveyed for:
 "I have surveyed the above described property from the legal description furnished by the client named on this survey."
 "This survey is made for the use of the present owners of the property, and also those who purchase, mortgage, or guarantee the title thereto within one year from date hereof."

Revised: 2-16-99/prophelcon.
 Revised: 2-19-99/prophelcon.
 Revised: 2-6-99/prophelcon.

William J. Karpen
 WISCONSIN REGISTERED LAND SURVEYOR

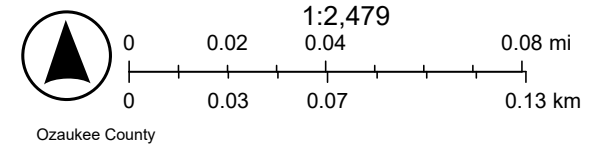
NOV. 21, 1998 PMT PS BJK Sheet 1 of 2 27437
 DATE FIELD WORK BY DRAWN BY JOB NUMBER

Ozaukee County Parcel



2/27/2026, 9:13:22 AM

- | | | | |
|--------------------|-------------|---------------------|------------------------|
| 2015 Contour Lines | Local Roads | Building Footprints | PLSS Quarter Sections |
| Index | Local | PLSS Townships | Control Survey Diagram |
| Intermediate | Parcels | PLSS Sections | |
| | Tax Parcel | | |



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7449 Ridgeview Ct S

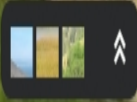
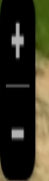
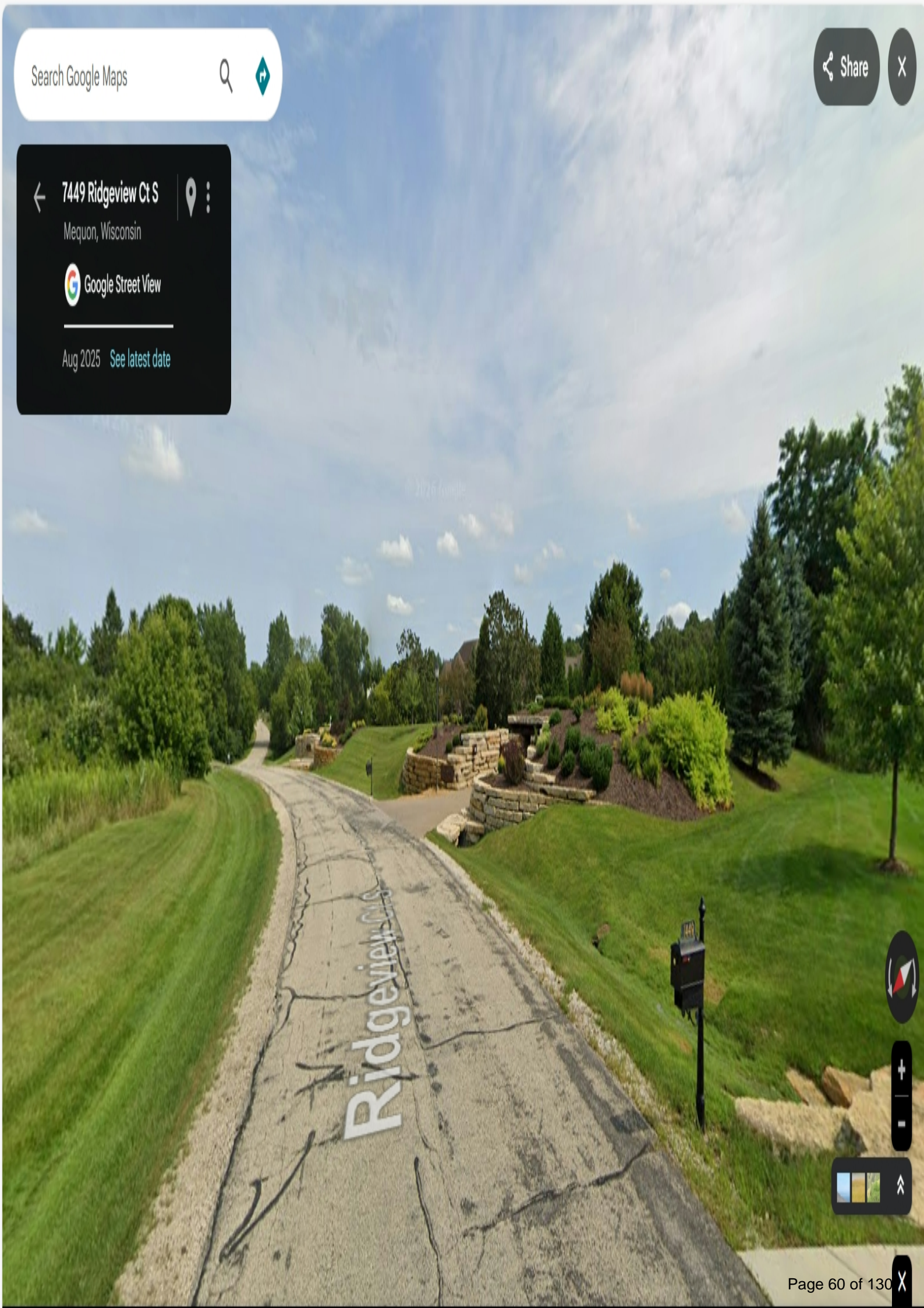


Mequon, Wisconsin



Google Street View

Aug 2025 See latest date



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← 7449 Ridgeview Ct S

Mequon, Wisconsin



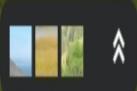
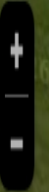
Google Street View

Aug 2013 [See latest date](#)

© 2026 Google

Ridgeview Ct S

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← 7449 Ridgeview Ct S



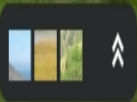
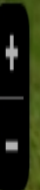
Mequon, Wisconsin

Google Street View

Aug 2025 [See latest date](#)

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Ridgeview Ct S



**BOARD OF APPEALS ADMINISTRATIVE APPEAL
APPLICATION**

CITY OF MEQUON, WISCONSIN

Applicant: Eric & Margaret Miller Address: 616 E. Circle Rd
City/zip: Mequon WI 53092
Owner: Eric & Margaret Miller Address: 616 E. Circle Rd
City/zip: Mequon WI 53092
Contact Person/Name: Eric Miller
Phone Number: 262-527-4658 Email: emillercape@gmail.com

TO THE BOARD OF APPEALS:

The above hereby requests an appeal to a decision made by:

Architectural Board

(please list the City Department or Board/Commission/Committee whose decision you are appealing)

APPLICANT MUST PROVIDE:

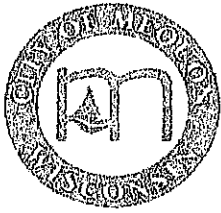
Application form
\$250 filing fee

1 copy each of the following documents

1. Copy of denial letter if any, or a description of the denial
2. Letter explaining the reason for the appeal

FOR OFFICE USE ONLY	
Receiving Officer: <u>Cashie Fink</u>	Received Date: <u>02/10/26</u>
Parcel #:	Hearing Date: <u>2-5-26</u>
Zoning District:	Receipt #: <u>COYS 16-0013</u>
Alderman & District #:	Published:

c: Notice of scheduled hearing to DISTRICT ALDERPERSON, OWNER(S) OF RECORD as listed in the Office of the Assessor and all parcels in the City of Mequon as per state statute and City of Mequon Communication Policy.



11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Phone: (262) 236-2924
Fax: (262) 242-9819

www.cityofmequonwi.gov

INSPECTION DIVISION

December 10, 2025

To Building Permit Applicant:

Enclosed please find the minutes from the recent Architectural Board meeting, noting the action taken on your application by the Architectural Board.

If your item was approved with or without conditions, please note that construction cannot start until a building permit has been issued. To start the building permit process, you must notify Karen Heil in the Inspections Department at 262-236-2924 or at kheil@cityofmequonwi.gov.

Architectural Board approval of your plan is only for the design and style, approval from the Zoning Department is required before a building permit can be issued. From the time of notification, please allow one to two weeks lead-time to process the permit application. Architectural Board approval is good for one year, so the permit must be requested within that time frame.

If your item was not approved, you may request to have it resubmitted to the Architectural Board at a subsequent meeting, with additional information, if appropriate. You also have the right to seek a review of the Architectural Board decision to the Board of Appeals. Appeals must be filed with the City Clerk within 7 days of the Architectural Board meeting. If you wish to appear before the Architectural Board again, or appeal their decision, contact Karen Heil.

Building Inspection Division

Enclosure

Page
1





11333 N. Cedarburg Road
Mequon, Wisconsin 53092

Phone: (262) 236-2924

Fax: (262) 242-9818

www.cityofmequonwi.gov

INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES

Monday, December 8, 2025

6:00 PM

Christine Nuernberg Hall – Common Council Room

Minutes

1. Call to Order, Roll Call:

Present: Chairman Scott Reed

Members at Large: Paul Apfelbach, John Mikkelson, Michael Wade,
Tom Irvin, Curtis Helm, Janet Ehn, Ann Scherzinger

Architectural Board Liaison: Greg Golden

2. Meeting Minutes

Minutes from November 10, 2025, meeting were approved by District Representative Janet Ehn and seconded by District Representative Tom Irvin.

Minutes pass unanimously.

10)	Dist. 8 6:50 pm	Outbuilding	Michael Johnson 10111 N. Sheridan Drive Subd: Fairy Chasm	Contractor: Coach House Homes Architect: North Drawn Design
<p>Moved to Approve: <u>Irvin</u></p> <p>Seconded by: <u>Apfelbach</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the condition that all windows for the outbuilding should match windows in the main house.</p>				

11)	Dist. 8 7:00 pm	Addition: Sunroom, Bedrooms and Bathroom	Ethan Handler 709 W. Haddonstone Place Subd: Haddonstone	Contractor: Entech Builders Architect: Entech Builders
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Scherzinger</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the condition that siding and roofing match existing.</p>				

12)	Dist. 8 7:10 pm	Resubmittal: Shed <small>(Tabled at 11/10/25 AB Meeting)</small>	Eric & Margaret Miller 616 E. Circle Road Subd: Lake Michigan Est.	Contractor: Auchter Construct. Architect: Jeremy Hartline
<p>Moved to Deny: <u>Reed</u></p> <p>Seconded by: <u>Irvin</u></p> <p>Approved: <u>No - Denied</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Resubmittal was denied</p>				

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Eric Miller <emillercap@gmail.com>

Miller Project 616/570 East Circle Road

Eric Miller <emillercap@gmail.com>
To: Eric Miller <emillercap@gmail.com>

Tue, Feb 10, 2026 at 8:46 PM

Eric and Peggy Miller submitted plans to the Architectural Board for an 'outbuilding' or as the ARB, termed a "shed". An issue that the ARB should address, in our opinion, is expanding the description of secondary buildings that include projects such as ours, pool houses and ADU's . One size does not fit all projects.

Our proposed one room retreat building is approximately 600 square feet with no plumbing or sleeping area. A Wood burning stove will provide the only heat source but it will have electricity. The structure is to be placed on the NW corner of the old 570 Circle Road lot. That lot was purchased by the Millers in 2007.

The Architectural committee at their 12/8/25 meeting denied the building request because the materials used did not **match** the main residence - which is some distance away - greater than 160 feet, and separated by a tree line and fence. The main contention was our plan to use cedar-board-and-batten as the primary siding for the structure along with stone masonry. Our residence at 616 East Circle Road uses primarily cedar shingles with some cedar plank and stone masonry.

Also, there was a discussion on the use of a standing seam steel roof for the outbuilding rather than an asphalt roof which we have on our main residence. The Board seemed amenable to the use of the standing seam roof just prior to the December meeting ending.

There also had been a question of a stone wrap around which was not brought up at the 12/8 meeting but apparently had been discussed at the prior November review.

We have no issues with adopting the stone wrap around **similar** to the stone wrap around on our residence and **consistent** with the ARB guidelines that the stone masonry "not end on a corner".

We are disputing the Board's findings for a number of reasons.

In the top of page 2 of the guidelines it states "structures shall be **consistent** (note not identical) with one another and **compatible** with existing homes in the neighborhood **as well as the natural features of the lot and surroundings**. Our proposed structure which uses cedar board-and-batten panels fits in perfectly with the natural features of the old 570 lot which we are developing into a natural prairie similar to adjacent Virmond Park. And cedar-board-and-batten is **consistent and similar** with the main residence. On the other hand, a cedar shingle exterior, like our 616 E. Circle residence, speaks more to a suburban house than an outbuilding on a natural prairie. We do not believe the Board gave any consideration to the distinctively different setting for the 616 lot and the old 570 lot.

On page 4 of the guidelines it states that a detached structure should "**complement** the architectural character of the principal residence". The word **complement** means to **enhance**. One does not enhance the character of the principal residence by simply mimicking the use of the same materials. You enhance by using **compatible** materials that are harmonious and agreeable when used in combination to the other structure. Cedar-board-and-batten complement the architectural character of the cedar shingle principal residence more so than by just using identical cedar shingles such as found on the 616 house.

The **similar** and **compatible**, but not identical or **matching** siding materials, draws a distinction in a harmonious way between the more natural setting of the 570 outbuilding compared to the shingles of the 616 residence which fits a typical residential lot. Echo the look, not copy or **match**.

②

Some Dictionary Definitions Which We Will Elucidate On Later.

consistent /kən-sis'tənt

adjective

In agreement; compatible.

match /mætʃ/

noun

One that is exactly like another or a counterpart to another.

similar /sɪm'ɪ-lər/

adjective

Having a resemblance in appearance or nature; alike though not identical.

The Miller's appeal should be sustained because the ARB's rejection of this project has no basis of support when one reads the ARB guidelines as written.



Eric Miller <emillercaps@gmail.com>

Miller Project 570/616 East Circle Road

1 message

Eric Miller <emillercaps@gmail.com>
To: Eric Miller <emillercaps@gmail.com>

Tue, Feb 10, 2026 at 2:58 PM

We will discuss today the use and meanings of four words:

- Consistent
- Similar
- Match
- Same

ARB Guidelines

*"Detached structures shall be designed to be **consistent** with the principal dwelling. Consistency of design includes the use of **similar** roofing materials and pitch, windows, exterior cladding, trim, and color(s). Enhancements such as masonry treatments must not terminate at an outside corner."*

We will summarize below the use of these four words both in the ARB Guidelines as well as in the discussions by ARB members in the November and December review of this project.

Using **Open AI** (ChatGPT) regarding these words as especially related to construction and building materials, we gain some interesting insights.



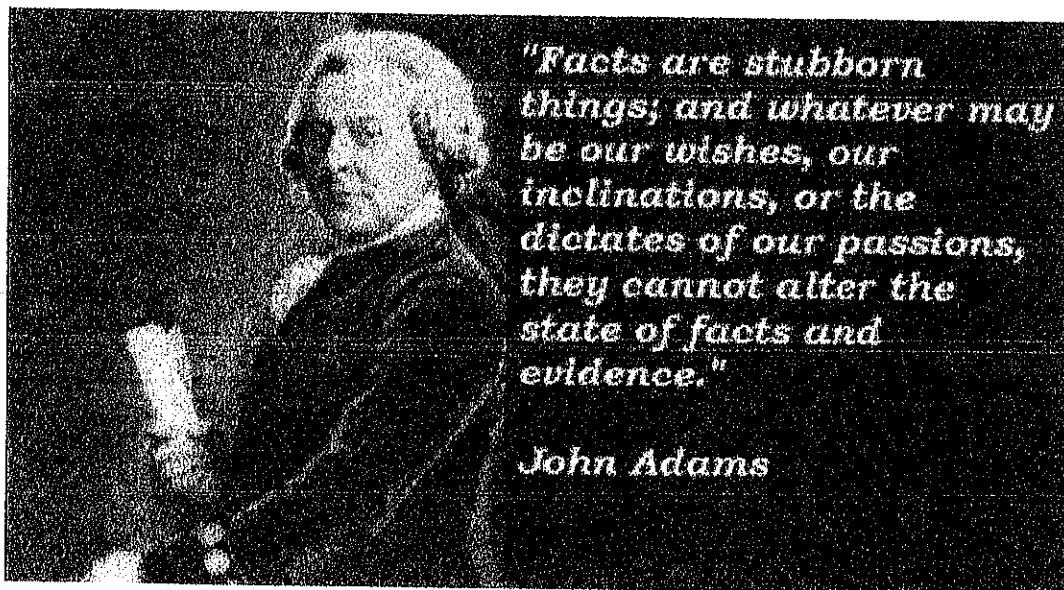
Eric Miller <emillercape@gmail.com>

(no subject)

Eric Miller <emillercape@gmail.com>
To: Eric Miller <emillercape@gmail.com>

Fri, Feb 6, 2026 at 9:46 AM

Substitute "Words" for "Facts"



3A



Eric Miller <emillercape@gmail.com>

(no subject)

1 message

Eric Miller <emillercape@gmail.com>
 To: Eric Miller <emillercape@gmail.com>

Fri, Jan 30, 2026 at 1:57 PM

City of Mequon Architectural Board Guidelines

Pg 4 Materials and Design

*Detached structures shall be designed to be **consistent** with the principal dwelling. The consistency of design includes the use of **similar** roofing materials and pitch, windows, exterior cladding, trim, and color(s).*

Artificial Intelligence Q&A

Would the use of a cedar board and batten siding be considered consistent and similar to the use of cedar shake shingles?

"Yes — cedar board-and-batten siding would be considered both similar to and consistent with cedar shingles, but again not the same or identical."

Here's how that plays out

- Similar ✓

- Both are

- 1) Cedar wood exterior cladding
- 2) Common in rustic, lodge, farmhouse, and high-end traditional designs
- 3) Chosen for natural texture, warmth, and premium appearance

- Consistent with ✓

- 1) Board-and-batten aligns with the same material intent and architectural language as cedar shingles
- 2) Using one instead of the other would not feel out of place or contradictory in a design, appraisal, or architectural review

Not identical / not the same ✗
 Key differences:

- 1) Board-and-batten = vertical, linear, more structured
- 2) Cedar shingles = irregular, textured, more organic
- 3) Different visual rhythm, detailing, and installation

A precise, defensible sentence (common in design or valuation contexts) would be: The cedar board-and-batten siding is similar to and consistent with cedar shingles in material quality and architectural character.

So if you're evaluating equivalency, intent, or design consistency, the answer is yes.

EJM not AI. By the guidelines using the word "similar" to complement the word "consistent" one is clearly drawing a distinction that negates any interpretation that the guidelines require identical, matching or the same material. It may be true that the ARB applies the same or identical materials in their decision making process but that practice has no foundation within the ARB guidelines.

5



Eric Miller <emillercap@gmail.com>

(no subject)

Eric Miller <emillercap@gmail.com>
 To: Eric Miller <emillercap@gmail.com>

Fri, Jan 30, 2026 at 2:00 PM

Are the materials that match the same as materials that are similar

Short answer: no — materials that match are not the same as materials that are similar.

Here's the clean distinction (this comes up a lot in architecture, construction, and design):

Matching materials

- Essentially the same material
- Same or nearly same species, profile, finish, color, and texture
- Any differences are minimal or intentional to look identical

Example:

- Existing cedar plank siding → new cedar plank siding with the same exposure and finish

 That matches

Similar materials

- Comparable, but not identical
- Same general look or category, but noticeable differences in form or texture

Example:

- Cedar shingles vs cedar board-and-batten
- Both are cedar and natural wood, but the profiles and visual rhythm are different

 That's similar, not a match

Quick rule of thumb

- Match = same
- Similar = alike, but different

So if a regulation, design guideline, or contract says "materials shall match", they usually mean the same material.

If it says "similar" or "consistent with", there's more flexibility.



Eric Miller <emillercap@gmail.com>

Is match a synonym for consistent.

1 message

Eric Miller <emillercap@gmail.com>

Tue, Feb 10, 2026 at 2:35 PM

To: Eric Miller <emillercap@gmail.com>

Question: **Is match a synonym for consistent?**

No — “match” is not a synonym for “consistent.”

They overlap a little, but they’re used differently and mean different things.

Match

- **Means the same or nearly identical**
- Focuses on direct equivalence

Examples:

- **“The siding must match the existing house.”**
→ **Same material, profile, color, finish.**
- Cedar plank replacing cedar plank = match

Consistent

- **Means compatible, harmonious, or in alignment**
- **Allows variation as long as the overall look works together**

Examples:

- **“Materials shall be consistent with the principal residence.”**
→ **Same style, scale, and material family, but not necessarily identical.**
- Cedar plank house + cedar board-and-batten accessory structure = consistent, not a match.





Eric Miller <emillercape@gmail.com>

(no subject)

1 message

Eric Miller <emillercape@gmail.com>
To: Eric Miller <emillercape@gmail.com>

Fri, Jan 30, 2026 at 3:35 PM

When a smaller, secondary structure (ADU, guest house, studio, barn, garage, shed) is built on the same lot as a principal residence, it enhances the overall lot when it does three things well: supports, respects, and complements the main house.

Here's how that plays out in practice:

1.

Be Clearly Secondary (but not cheap)

Enhancement comes from hierarchy.

- Smaller in scale, height, and massing
- Simpler roof forms
- Fewer architectural features than the main house

👉 It should feel like it belongs to the primary residence, not compete with it.

2.

Use Compatible (Not Competing) Materials

This is where many projects succeed or fail.

- Same material family (wood, stone, metal)
- Same color palette
- Similar roof material

But:

- Profiles can be simpler
- Detailing can be reduced

Example:

- Main house: cedar plank + standing seam metal roof
- Accessory structure: cedar board or panels + same metal roof

That's compatible and enhancing, even if it doesn't "match" exactly.

3.

Repeat Key Design Cues

Think echo, not copy.

- Roof pitch or orientation
- Window proportions
- Trim depth or shadow lines
- Structural rhythm (bays, posts, spacing)

☛ These visual callbacks tie the buildings together.





Eric Miller <emillercap@gmail.com>

(no subject)

Eric Miller <emillercap@gmail.com>
 To: Eric Miller <emillercap@gmail.com>

Tue, Feb 10, 2026 at 11:44 AM

Highlights of the November Meeting

Meeting commences at the 2:30 mark on the tape.

3:22. Chairman Reed *"We want the materials to **match**"*

3:40 Unknown male member *"Board-and-batten on the shed no siding on the main house" - EJM interpretation stated in an exasperated tone*

4:15 Unknown female member *"Sometimes we see cedar-board-and-batten and cedar shingles on the same building so having them on separate buildings on the same property doesn't seem bad to me. Normally **they** are looking for **consistency** if there was some on the house it would be ok but there is none on the house". EJM comment. The use of consistency is similar to Chairman Reed's use of the word **match** at 3:22. There is cedar plank siding on the residence.*

4:50 Unknown male member *"I think it is fair to say this is a very well designed project. It doesn't exactly follow the guidelines but I still believe we should have **discretion**. They are guidelines not the law. It is not like congress passed them ... Interrupted by Chairman Reed.*

6:18 Unknown male member. *"It is aesthetically ok but it's not meeting the guidelines. Normally we want materials to **match**. It is nice that they thought to include stone. Most people would not have but it has to **match** and meet the guidelines."*

6:40 Unknown male member when discussing the residence roof. *"It is a 3 tab asphalt. Very inexpensive 1980's style.*

8:35 Unknown male member. *"The guidelines are clear on the roofing materials and the siding materials.*

8:40 Unknown male member. *"The roofing material (on the new structure) is a higher quality product than what is on the house"*

8:45 Unknown male member. *"The guidelines do not mention quality, only consistency"*

8:58 Unknown male member. *"The guidelines should be amended."*

9:05 Unknown male member. *"It is a nice looking building but we are stuck with our guidelines. We are sort of stuck in a hard spot. We have to be consistent."*

9:30 Unknown male member. *"We have to deny it and go to the appeals court"*

At this point there is much back and forth with multiple members suggesting the proper recourse is to go through the appeals process. Chairman Reed then shifts the discussion for labeling and a redraw.

11:45 Chairman Reed. *"I'm ok with the wrapping of the stone but I still think the siding and roof need to **match** the house. That is what the guidelines state."* EJM - **No, the word match is not in the guidelines. The word "similar" is but that word is not used once in either of the two discussions.**

Vote is approved for a redraw.

Miller's architect asks *"To be clear you would prefer an asphalt roof?"*

Chairman Reed responds *"That is what the guidelines say."*

Another minute on back and forth about the appeals process.

Item officially tabled.

December Meeting

Minutes 40-46 Eric Miller discusses the thought process for the project by showing the committee six drone photographs of the 616 lot (residence), the legacy 570 lot (prairie wetland,) and Virmond Park. Miller's point can be summarized:

(12)

*"In the top of page 2 of the guidelines it states "structures shall be consistent with one another and compatible with existing homes in the neighborhood **as well as the natural features of the lot and surroundings**. Our proposed structure which uses cedar panels fits in perfectly with the natural factors of the old 570 lot which we are developing into a natural prairie similar to adjacent Virmond Park. And, one can argue cedar-board-and-batten is consistent and compatible with the main residence. On the other hand, a cedar shingle exterior, like our 616 E. Circle residence, speaks more to a suburban house than an outbuilding on a natural prairie. **We do not believe the Board gave any consideration to the distinctively different setting for the 616 lot and the old 570 lot.**"*

Benefits of Cedar-Board-and-Batten Siding

- **Aesthetic Appeal:** Provides a classic, **rustic look** suitable for various architectural styles and complements the rural natural setting* nature of old lot 570.
- **Durability:** Cedar is naturally resistant to insects and rot, making it a long-lasting choice.
- **Sustainability:** Cedar is a renewable resource, contributing to environmentally friendly building practices.

Cedar board and batten siding combines beauty and functionality, making it a favored choice for homeowners and builders alike.

* An Architectural Board Guideline bottom of page 2

"The Architectural Board will evaluate the proposed structure's size , proportions placement and orientation in relation to:

- 1) *Neighboring structure's height, mass, scale and placement (compare the 10447 E Circle addition to surrounding structures). Was the natural setting considered?*
- 3) ***The lot, including its size, shape, sight lines, topography, specimen trees, grade and other natural features.***

47:56 Chairman Reed. *"I do commend what you are attempting to do. The quality of*

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*the outbuilding is very high but the guidelines are not being met as the outbuildings materials do not **consistently match** the residence.*

49:00 Unknown member. "The plans look beautiful as do the residence and outbuildings but it doesn't comply with our guidelines that **we are told that we need to enforce**. However, in order to get these projects built that are beautiful and improve the overall landscape and value of all of our homes in the community, there is an appeal process.

50:20 Board member Mikkelson. "*I am fine with the standing seam metal roof. I just want cedar shingles like you have on your house*".

Miller summation. **As I have stated, our vision is to have a structure that is unique to the legacy 570 lot and holistically integrates itself with the land and nature and not a residential home.**

13A

Mequon Board of Appeals

To Whom It May Concern:

My name is Steve Halula, and I have lived with my wife Kim at 553 East Circle Road since 1984. Throughout those forty-some years, we have enjoyed the natural-setting scenery out of our front window, i.e. the parcel at 570 Circle Road—that of the forest (Ash and other trees) across the street from us. The owners, Eric and Peggy Miller, have also been so kind as to let the Circle Road neighborhood use this parcel to access Virmond Park on the other side of this property.

What with the demise of the Ash trees in our area, the Circle Road neighbors and we have enjoyed the transition of this dying forest to a reborn natural prairie. We appreciate the time and expenses spent by the Millers in building this new mini ecosystem.

The Millers are hoping to add a structure on this prairie. After having seen the architectural design drawings of this small building, all of us look forward to the addition of the "Little House on the Prairie" to our block. With all the building going on in our block, this structure will definitely be a tasteful addition to our neighborhood while being somewhat diverse from the typical single-family lots. We appreciate the Millers being more open and transparent with their plans than any other recent projects on Circle Road.

Speaking unofficially for our neighborhood, we whole-heartedly and passionately support and recommend the approval of their proposed project.

Thank you for your consideration.

Steve and Kim Halula



Overview of old lot 570 in year 2 of a 4/5 year transformation to a natural prairie similar to Vicmond Park to the north.

Tallgrass Restoration LLC has been contracted to oversee prairie development.

Muller residence on 616 E. Circle Rd to the right of the prairie.

* site of proposed structure

-|-

15



Close up of Miller residence on the
616 E. Circle Arch lot.

We are good stewards of our lot 616
Have inspired as homage to Old Adirondack
Lodge

~~2~~



View from proposed structure on the old
570 E. Circle Rd lot to the Miller
residence at 616 E. Creek Rd
Distance from ~~the~~ eastern most point of
proposed structure to Miller residence is
about 160 feet.
Note tree line and fence



Trees planted 3 1/2 years ago along lot line between
old 570 lot and 616 lot. Eleven new trees
have been planted along lot line with three
additional new trees planned to be planted
in the Spring of 2026.

Eight new trees were planted 1 1/2 years ago
along the western border of 570.

A.B. Vito, Inc.

~~AB~~



View of fenced in yard of 616 E. Circle
Red. Note the distinct different characteristics
between the two parcels of land - 570 (Gold)
and 616.



View looking south from area of proposed new structure on the old 570 lot.

The Miller's have received overwhelming neighborhood support. 80% of Circle Road residents have passed along their support (emails attached). The other 20% made no comments. From the Halula's who live at 553 E. Circle Road (house above).

"So sorry to hear about this 'speed bump' in your project. We enjoyed watching "Little House on the Prairie" on TV and will enjoy even more having the view of the "Little House on the Prairie" - 6 - from our picture window."

The Halulas are in full support of your project and can't wait to see the finished product" Kim & Steve



Flors



[Handwritten signature]



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Appendix



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

www.cityofmequonwi.gov

Inspections

TO: Architectural Board
FROM: Karen Heil, Administrative Assistant
DATE: December 8, 2025
SUBJECT: Eric & Margaret Miller

Re-submittal: Shed (Tabled at 11/10/25 AB Meeting)
616 E. Circle Road
Subdivision: Lake Michigan Estates
Contractor: Auchter Construction
Architect: Jeremy Hartline Arch.
District 8 - 7:10 pm

Attachments:
Statement of Intent, Survey, Pictures, Rendering, Plans



JEREMY HARTLINE ARCHITECT, LLC
324 REGATTA DRIVE
PORT WASHINGTON, WI 53074
(262) 416-8307 jeremyhartline@gmail.com
www.jeremyhartline.com

STATEMENT OF INTENT

PROJECT NAME: 616 E. Circle Road

DATE: 10-20-2025

TO: Mequon Architectural Board,
Inspection Department

To whom it may concern,

Please see the attached submittal for the Miller Retreat at 616 E. Circle Road.

The proposed project consists of a 357 sf accessory shed located on the west side of the existing property.

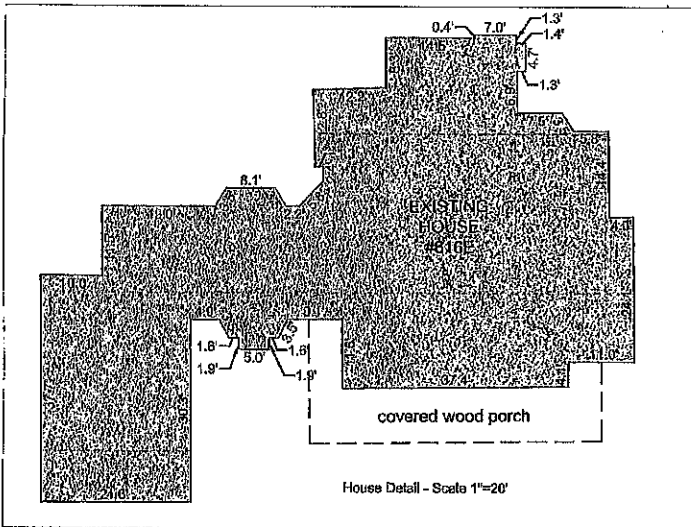
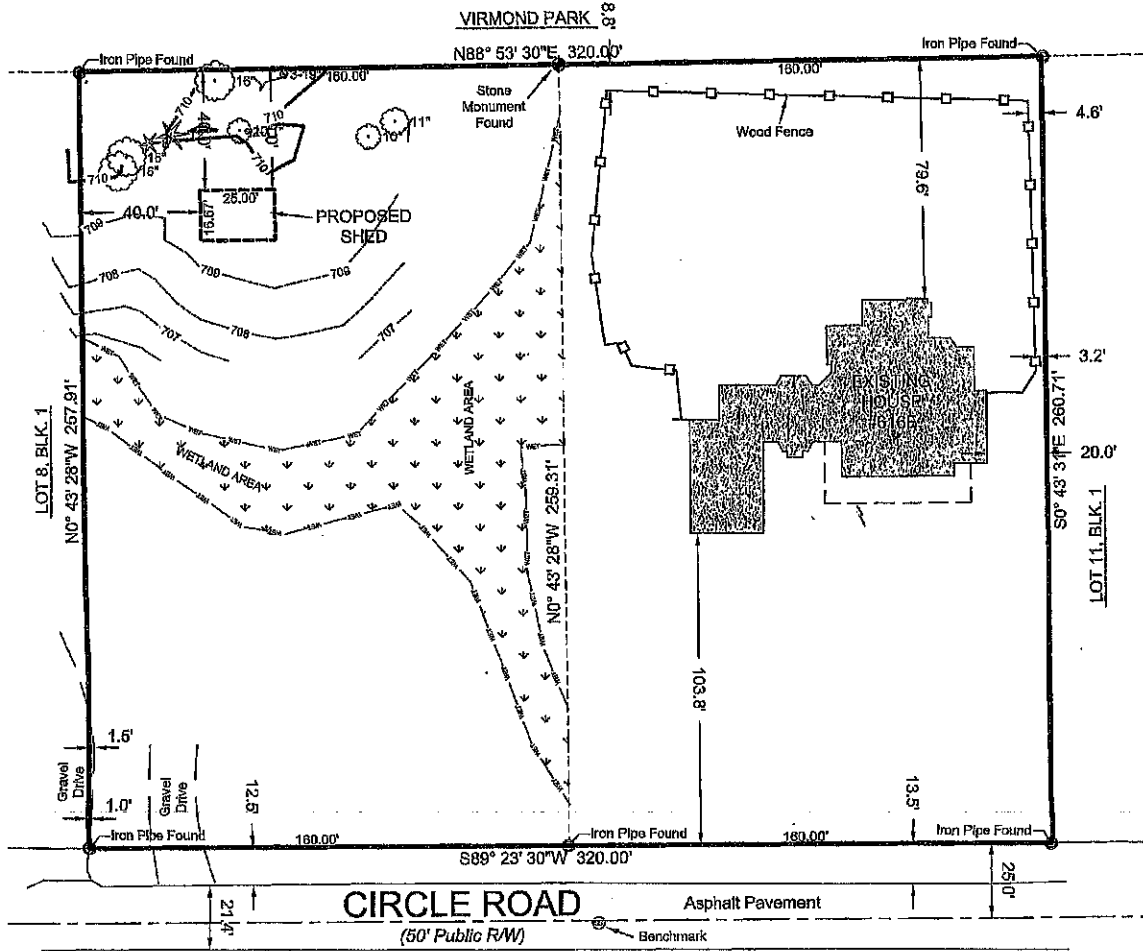
The homeowners are committed to creating a new accessory building that honors the home's existing stylistic roots by incorporating details and materials which celebrate and respect the architectural character of the original house.

Respectfully,

Jeremy Hartline
on behalf of Eric & Peggy Miller

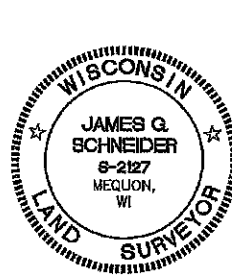
Plat of Survey

Lot 9 and 10, Block 1, of "LAKE MICHIGAN ESTATES" being a part of Government Lot 4, in the Southwest fractional 1/4 of Section 28, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.
 616E Circle Road - Tax Key #15-074-01-10-001
 Said Parcel containing 82,978 sq. ft. / 1.904913 acres of land, more or less.



GENERAL NOTES:

1. DRAWING IS BASED ON FIELD SURVEY COMPLETED BY SFZ ON 10/15/2025.
2. DATUM FOR THE PROJECT SURVEY IS NAVD88. BENCHMARK FOR THE PROJECT SURVEY IS SANITARY MAHOLE IN FRONT OF SUBJECT PROPERTY - RIM ELEVATION = 709.62.



Bearings are referenced to Wisconsin State Plane Coordinate System, South Zone (NAD83)

Prepared for:
 Auchter Construction
 1340 W. Towns Square Rd.
 Mequon, WI 53092



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

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

Dated at City of Milwaukee, State of Wisconsin this 17th day of October, 2025

Recorded _____

James G. Schneider
 James Schneider
 S - 2127

THE SIGMA GROUP
 Single Source. Sound Solutions.

www.thesigmagroup.com
 1300 West Canal Street
 Milwaukee, WI 53233
 Phone: 414-643-4200
 Fax: 414-643-4210









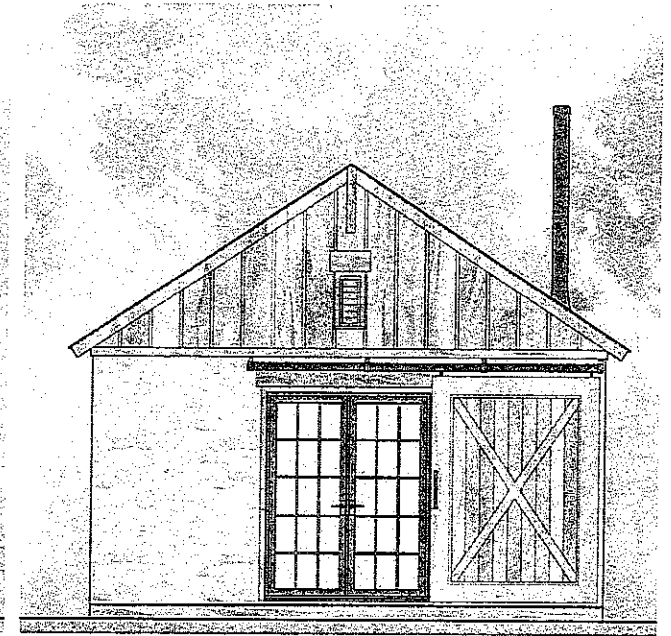
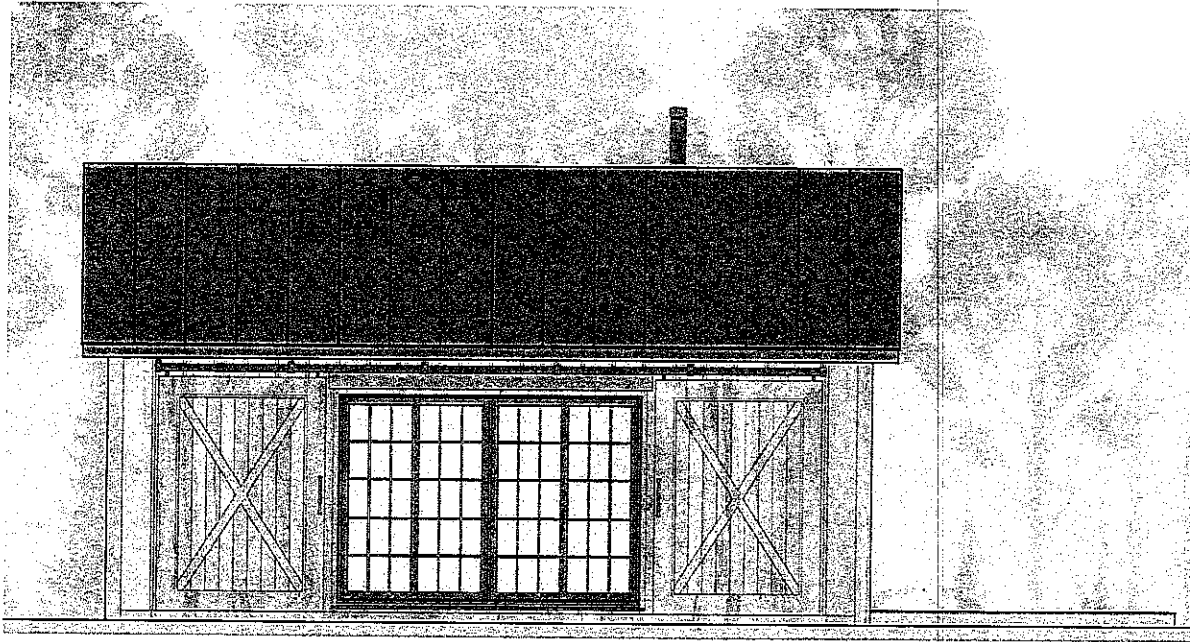












*Miller Retreat
616 E. Circle Road
Mequon, WI*

10-15-2025





*Miller Retreat
570 E. Circle Road
Mequon, WI 53092*

GENERAL CONDITIONS

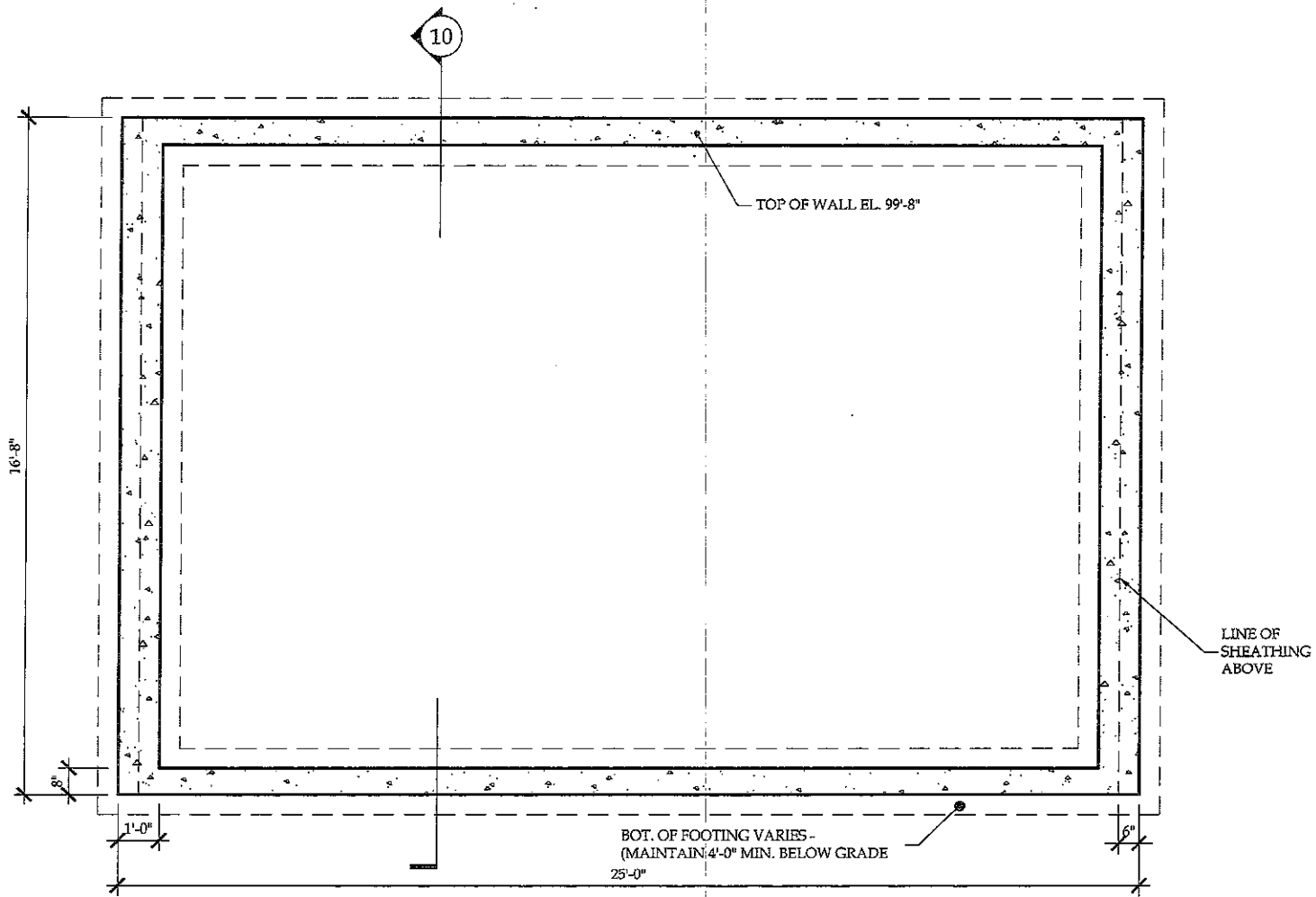
1. All work shall be in accordance with all applicable building codes and comply with all governing laws - Federal, State, and Local jurisdictions except where more restrictive requirements are indicated in the drawings.
2. All Contractors and Subcontractors are to verify conditions and dimensions on the job site prior to commencement of constructions. The contractor is required to field verify all areas to receive new casework prior to ordering cabinets to ensure proper fit. The contractor shall be responsible for verifying existing utilities affected by the project. Any and all discrepancies or unusual conditions must be brought to the attention of the Architect. No allowances will be made due to contractor's unfamiliarity with the job conditions.
3. Drawings are not to be scaled.
4. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the work. All patching required shall be with matching methods and materials.
5. All exterior plan dimensions are to the exterior sheathing face. All interior plan dimensions are to the interior gypsum wall board face.
6. Prior to commencing demolition work, the Contractor shall verify items to be saved or reused with the Owner.
7. The Contractor shall be responsible for proper shoring and support when removing bearing walls, bracing, and roof framing members.
8. HVAC systems and plumbing systems are "design/build" and therefore are the responsibility of the respective contractors and the General Contractor.
9. All structural engineering by WI licensed structural engineer. See separate calculations.

DRAWING SHEET INDEX

1. COVER SHEET
2. FOUNDATION PLAN
3. FLOOR PLAN
4. ROOF PLAN
5. ELECTRICAL PLAN
6. ELEVATION SOUTH - DOORS OPEN
7. ELEVATION SOUTH - DOORS CLOSED
8. ELEVATION WEST
9. ELEVATION NORTH
10. ELEVATION EAST
11. BUILDING SECTION
12. DETAILS
13. DETAILS

*Miller Retreat
570 E. Circle Road
Mequon, WI 53092*

DRAWN BY	J. HARTLINE
DATE	10-15-2025
PROJECT NO.	
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PROPOSED FOUNDATION PLAN

$\frac{3}{8}'' = 1'-0''$



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Miller Retreat
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Mequon, WI 53092

DRAWN BY	J. HARTLINE
DATE	10-15-2025
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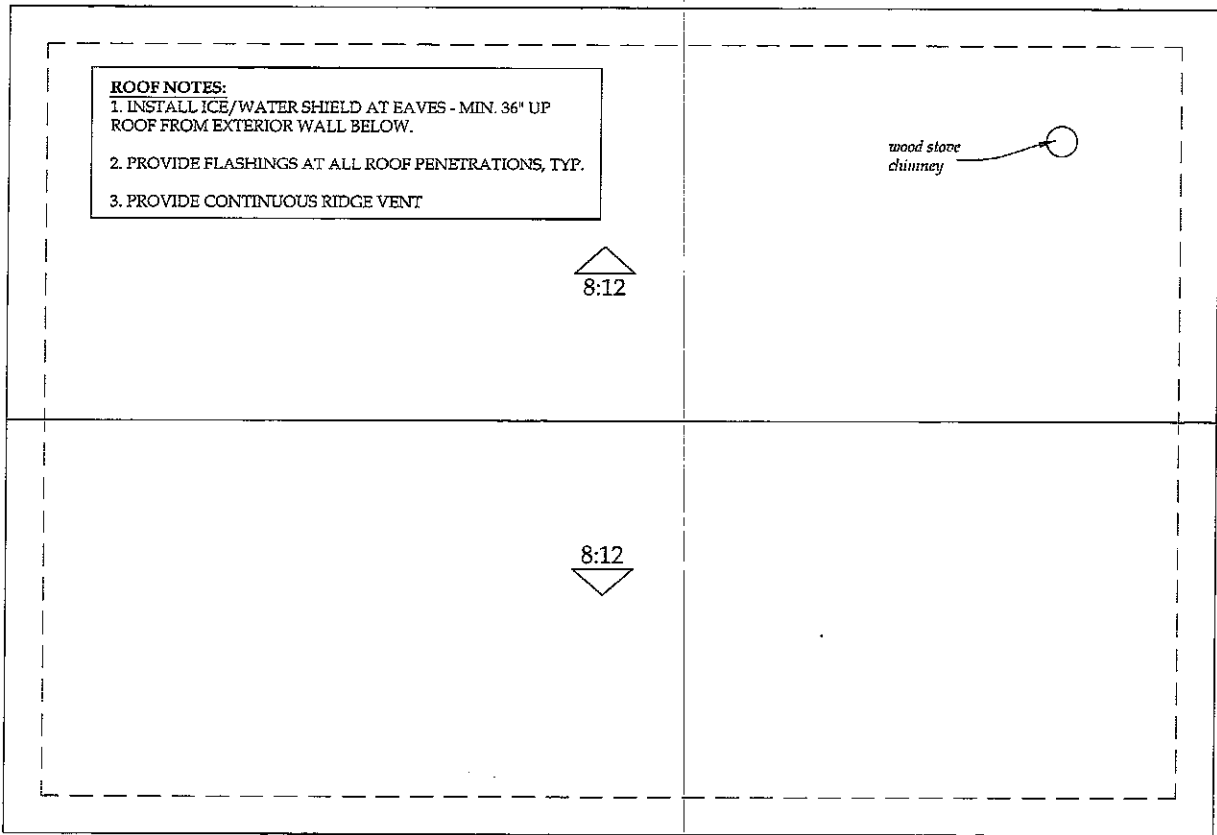


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Miller Retreat
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DATE	10-15-2025
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ROOF NOTES:
1. INSTALL ICE/WATER SHIELD AT EAVES - MIN. 36" UP ROOF FROM EXTERIOR WALL BELOW.
2. PROVIDE FLASHINGS AT ALL ROOF PENETRATIONS, TYP.
3. PROVIDE CONTINUOUS RIDGE VENT

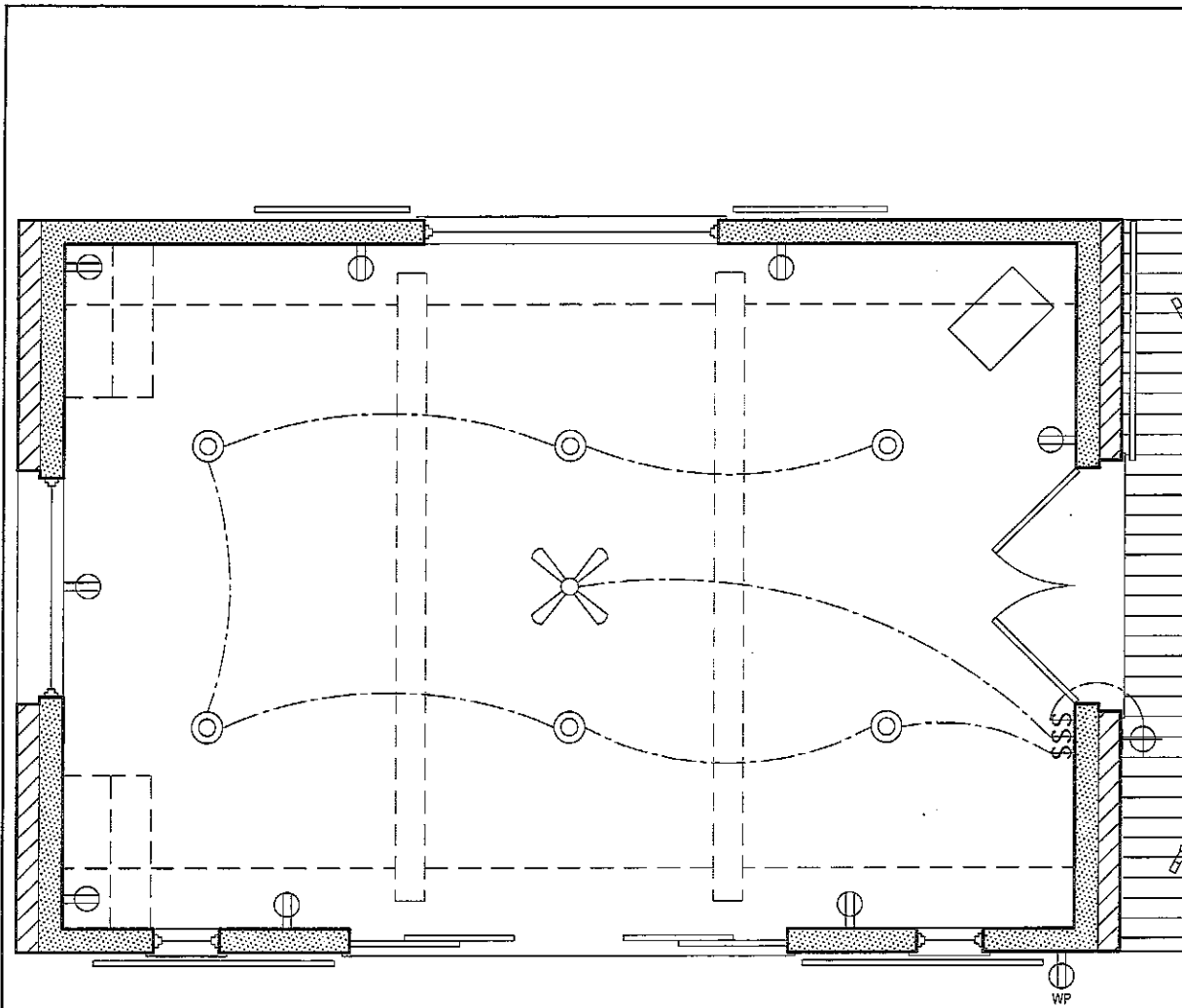
wood stone chimney

8:12

8:12

ROOF PLAN

1/2" = 1'-0"



ELECTRICAL KEY

\$	SWITCH	⊗	GARBAGE DISPOSAL
\$₃	3-WAY SWITCH	⊗→	DIRECTIONAL RECESSED DOWNLIGHT
\$₄	DIMMER SWITCH	⊗	CEILING MOUNTED FIXTURE
\$₅	DOOR SWITCH	⊗	WALL MOUNTED FIXTURE
\$₆	EXISTING SWITCH	⊗	RECESSED DOWNLIGHT
⊕	DUPLEX OUTLET	⊗	RECESSED FAN/DOWNLIGHT
⊕	QUADRUPLEX OUTLET	⊗	UNDER CABINET FIXTURE
⊕	HALF SWITCHED DUPLEX OUTLET	↕	UPLIGHT FIXTURE
⊕	FULL SWITCHED DUPLEX OUTLET	○	UNDER CABINET LOW VOLTAGE LIGHTING
⊕	GROUND FAULT INTERRUPT DUPLEX OUTLET	⊗	CEILING MOUNTED EXHAUST FAN
⊕	DUPLEX FLOOR OUTLET	⊗	HIGH INTENSITY DIRECTIONAL FLOOD LIGHT
⊕	WEATHERPROOF OUTLET	⊗	CEILING FAN
PM	PLUG MOULD		

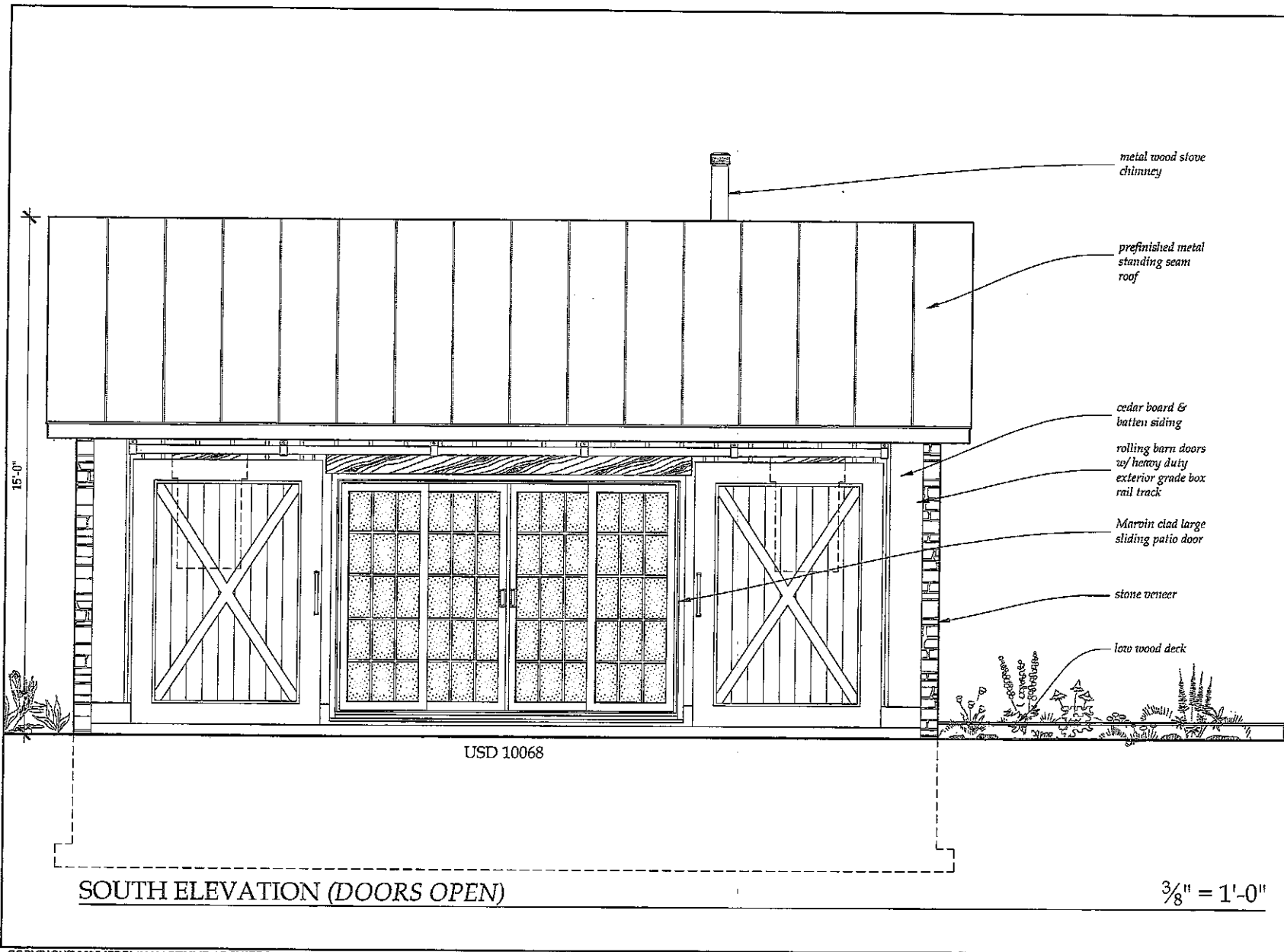
- ELECTRICAL NOTES**
1. Electrician to verify Owner's electrical requirements. Electrician services are to be performed as a "design/build" contract.
 2. Provide dedicated outlets or hard-wired connections to all appliances.
 3. Provide convenience outlets as shown on plan and as required by code.
 4. Consult owner regarding color and material of all device face plates, switches, and outlets.
 6. Use wet location rated fixtures & devices at exteriors, showers, and where required by code.

ELECTRICAL PLAN

3/8" = 1'-0"

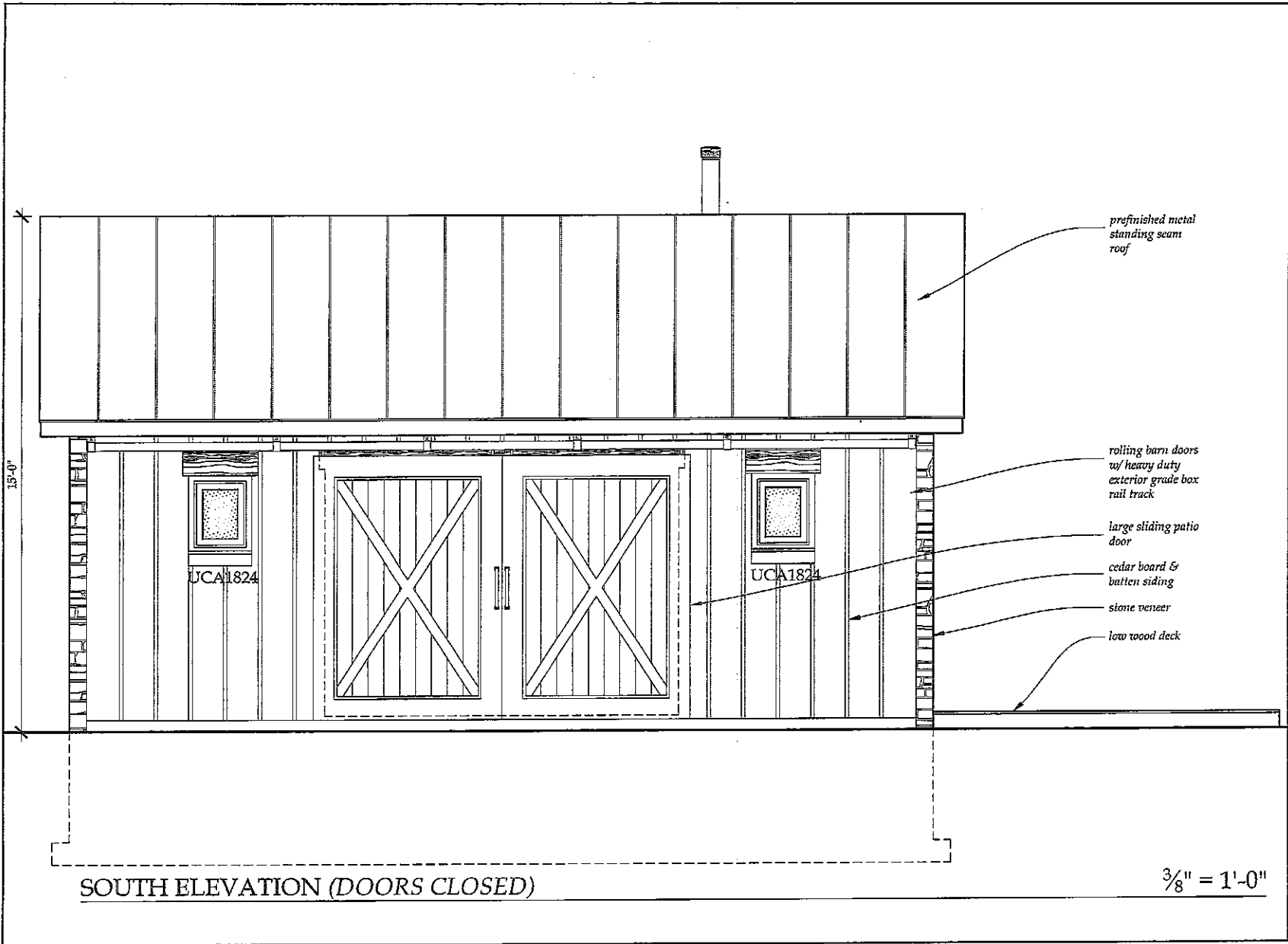
Miller Retreat
 570 E. Circle Road
 Mequon, WI 53092

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Miller Retreat
 570 E. Circle Road
 Mequon, WI 53092

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Miller Retreat
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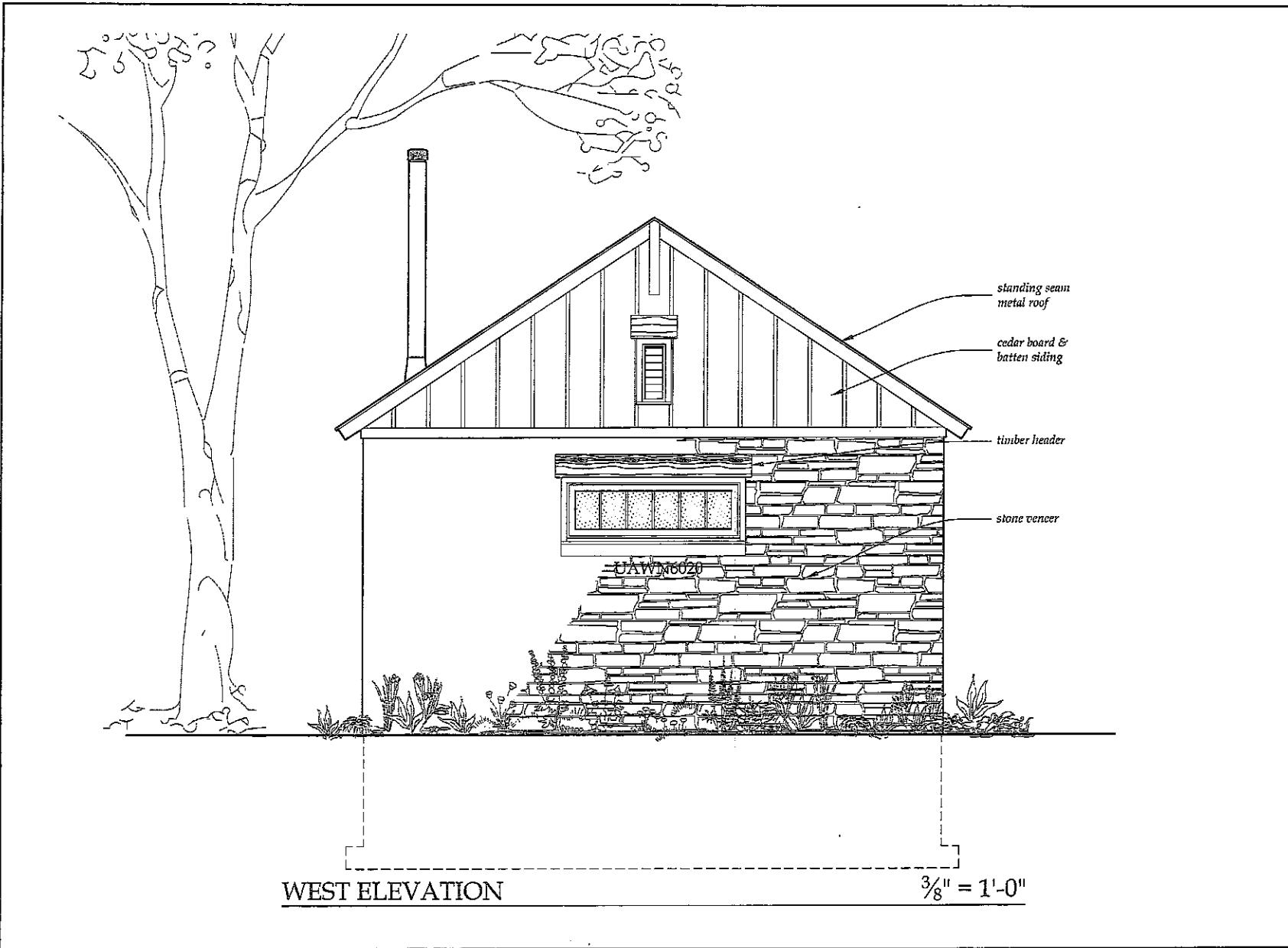


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*Miller Retreat
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Mequon, WI 53092*

DRAWN BY:	J. HARTLINE
DATE:	10-15-2025
PROJECT NO.:	
SHEET:	8
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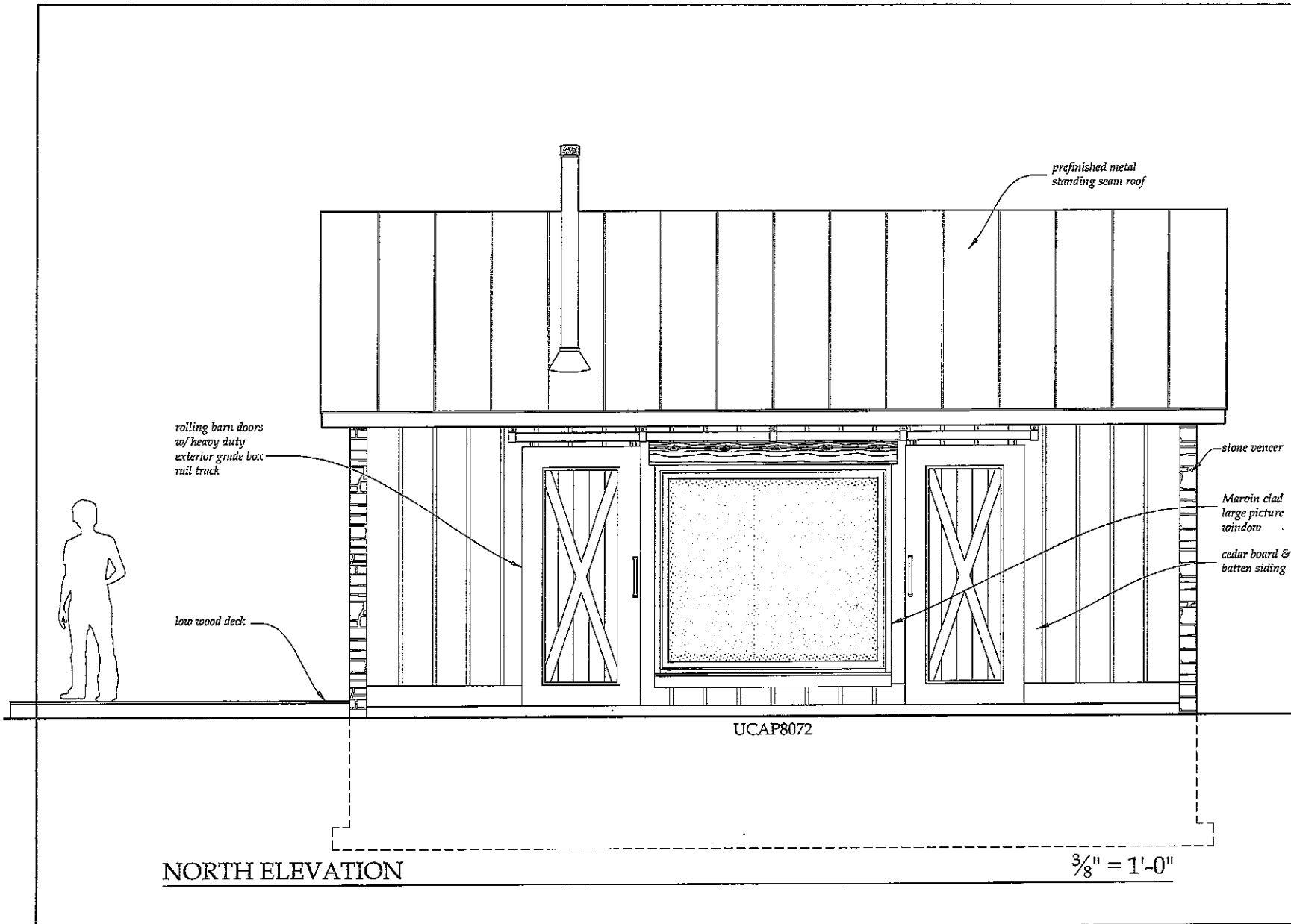


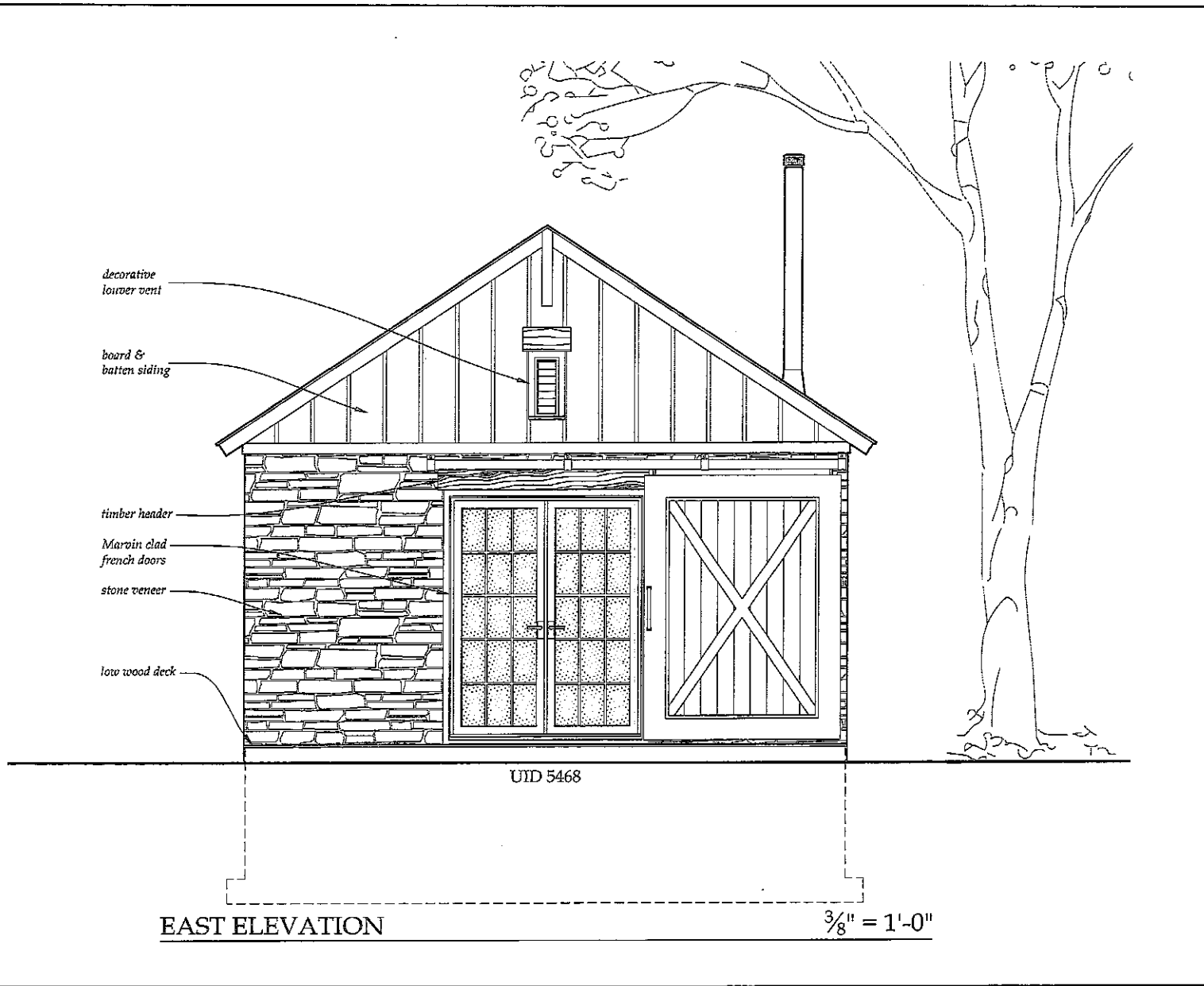


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DRAWN BY	J. HARTLINE
DATE	10-15-2025
PROJECT NO.	
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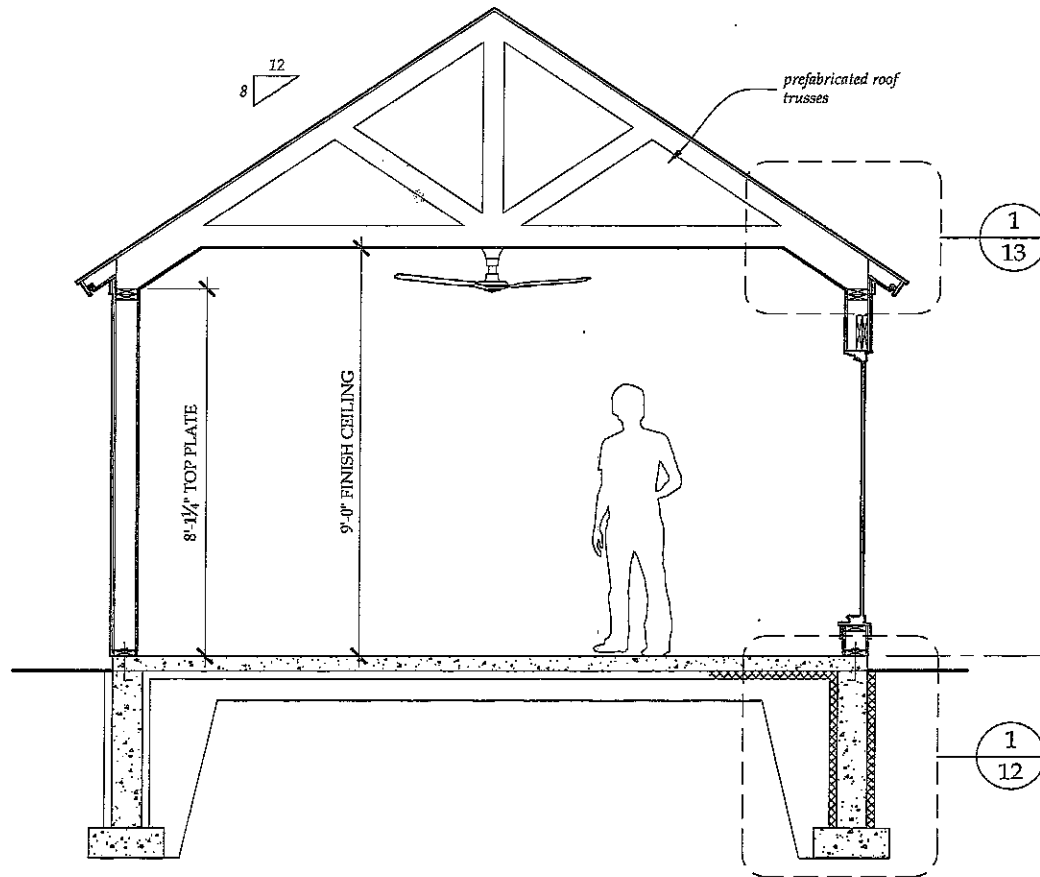


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TYPICAL SECTION DETAIL

$\frac{3}{8}'' = 1'-0''$



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J. HARTLINE

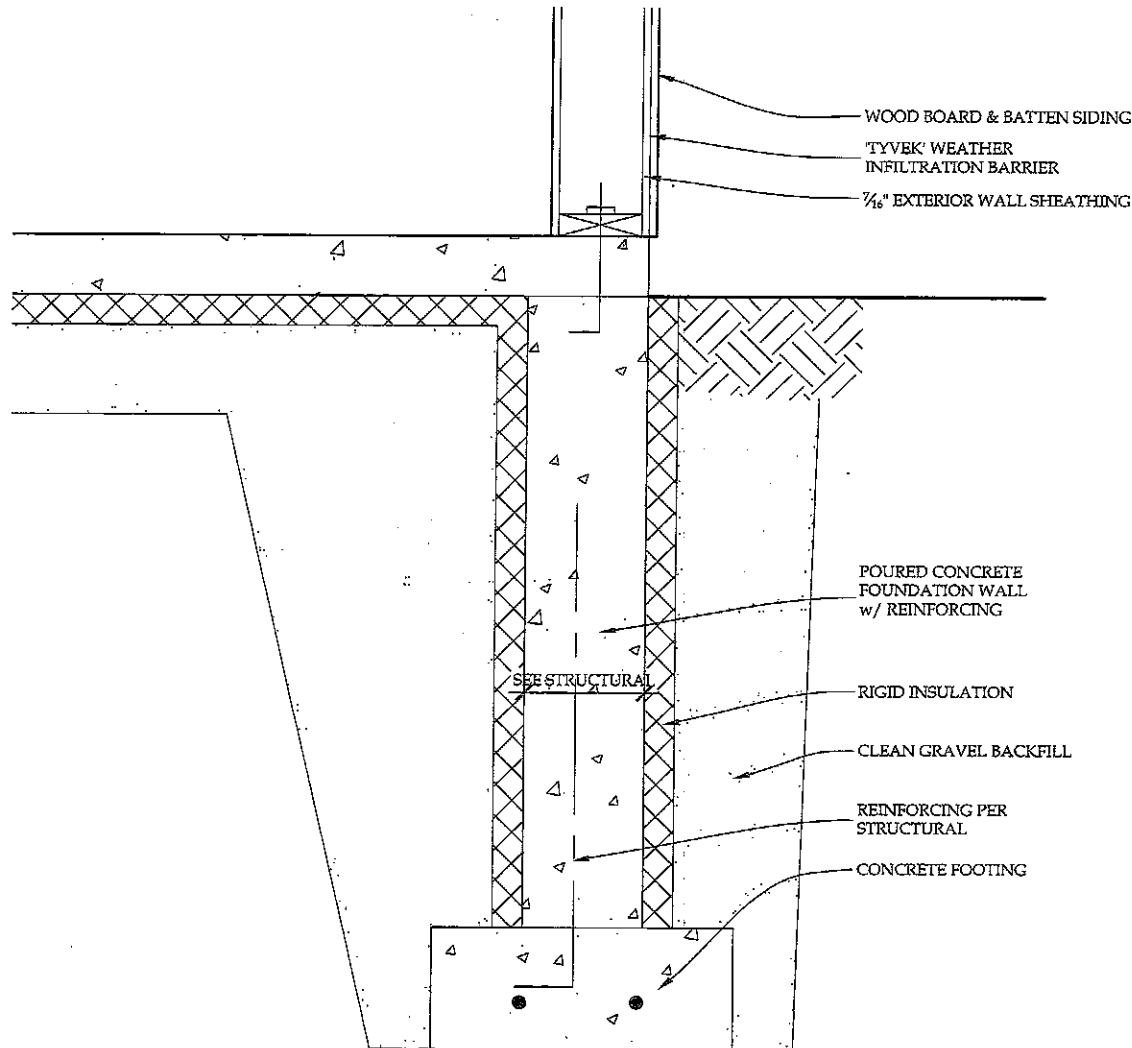
DATE
10-15-2025

PROJECT NO.

SHEET

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of 13



WOOD BOARD & BATTEN SIDING

TYVEK® WEATHER INFILTRATION BARRIER

7/16" EXTERIOR WALL SHEATHING

POURED CONCRETE FOUNDATION WALL w/ REINFORCING

SEE STRUCTURAL

RIGID INSULATION

CLEAN GRAVEL BACKFILL

REINFORCING PER STRUCTURAL

CONCRETE FOOTING

1 WALL DETAIL
12

1 1/2" = 1'-0"

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Mequon, WI 53092

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DATE	10-15-2025
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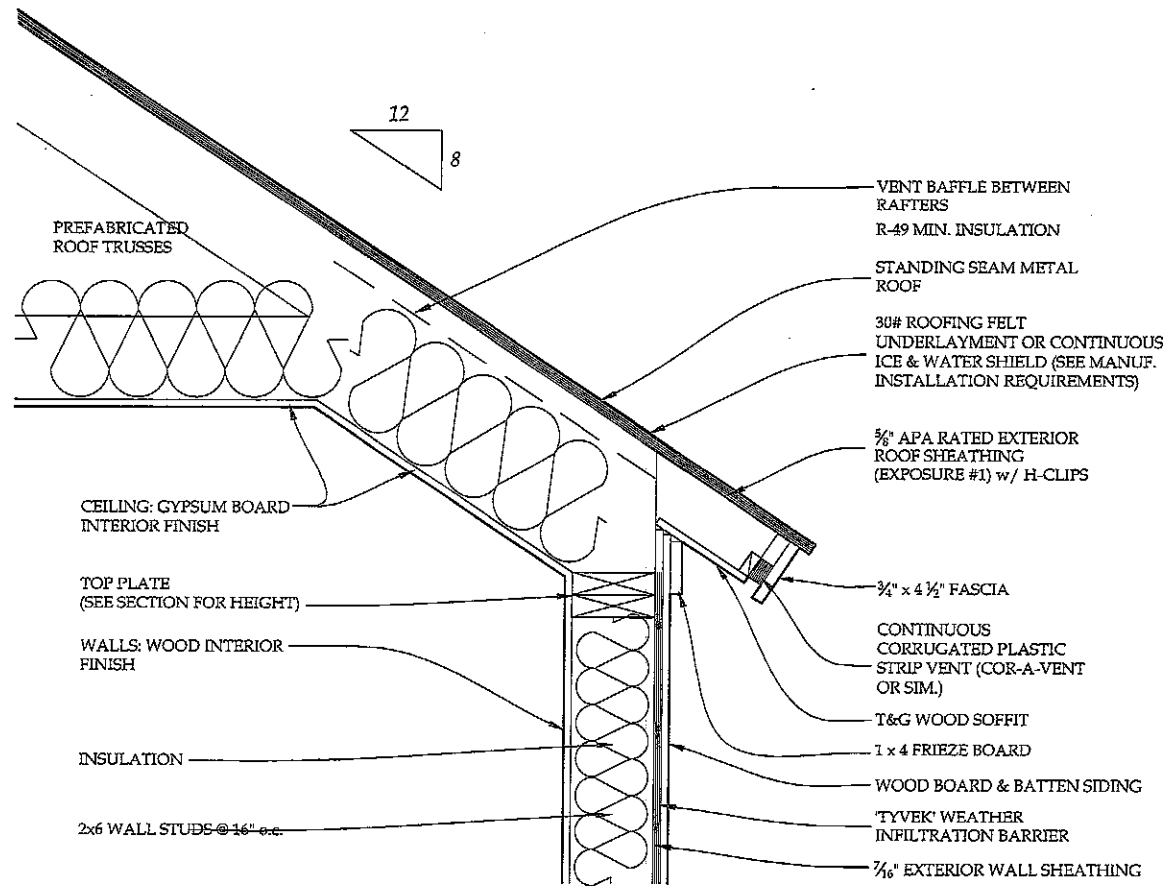


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 Mequon, WI 53092

DRAWN BY	J. HARTLINE
DATE	10-15-2025
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1
 13 EAVE DETAIL

1 1/2" = 1'-0"



616 E River Rd
R3 zoning
Ward 20
Old District 8 - Meharat



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

www.cityofmequonwi.gov

Community Development

TO: Board of Appeals
FROM: Greg Golden, Inspections Supervisor
DATE: March 5, 2026
SUBJECT: Eric & Margaret Miller Architectural Review Board Appeal

Background:

The appellant is appealing the denial from the Architectural Review Board for a detached accessory storage structure.

Appeal:

The appellant is requesting the Board of Appeals (BOA) overturn the denial from the Architectural Review Board (ARB) and approve the accessory structure to be constructed as designed. In a letter to the BOA, the appellant claims the ARB erred in their decision to deny the project through a misinterpretation of the ARB Guidelines citing that the guidelines do not stipulate the structure must exactly match that of the primary residence.

Analysis:

The Architectural Review Board at its November 10, 2025, meeting, tabled the appellant's proposal for a new accessory structure, citing inconsistent roofing and siding material as well as masonry treatments terminating at an outside corner. The ARB recommended correcting these inconsistencies and returning to the next scheduled meeting with re-drawn plans. The appellant returned to the December 8, 2025, meeting with the same plans as submitted for the November meeting. The ARB denied the application citing, again, its non-compliance with the ARB Guidelines (Exhibit A). Specifically, the Architectural Board Guidelines state the following:

“Detached structures shall be designed to be consistent with the principal dwelling. Consistency of design includes the use of similar roofing materials and pitch, windows, exterior cladding, trim, and color(s). Enhancements such as masonry treatments must not terminate at an outside corner.”

Based on the photo of the existing primary residence and the renderings of the proposed accessory structure submitted to ARB by the appellant; the proposed accessory structure does not meet these guidelines (see photo and renderings in Exhibit B):

- The existing primary residence has a combination of masonry and cedar shake shingle style siding and an asphalt 3-tab shingle roof.

- The proposed accessory structure has a combination of masonry and cedar board and batten siding and a standing seam metal roof.

Board members at the December meeting made two suggestions for changes that would allow them to approve the project:

1. Change the siding material on the two gables from cedar board and batten to cedar shake shingle style like the primary structure, and
2. Modify the masonry on the east and west elevations by extending the masonry veneer past the corners and then return it to the newly created inside corner on the north and south elevations.

The ARB was amenable to the standing seam metal roof. Regarding the masonry treatments, the appellant states in the appeal application to the BOA he would “make the change asked for by the [architectural review] board.” Complete audio recordings of the November and December ARB meetings can be found here:

- [11.10.mp3](#) (This agenda item runs from 1:23 to 15:30)
- [12.8.mp3](#) (This agenda item runs from 40:33 to 54:12)

At the December ARB meeting, the appellant referred to the “old 570 lot” and that it has different landscaping features than 616 E. Circle Rd. The appellant argued this should be considered in their decision-making process. The “old 570 lot” and 616 E. Circle Rd. used to be two separate parcels with separate addresses; however, the two parcels have since been combined to create one lot, 616 E. Circle Rd. The ARB confirmed with the appellant that this is now one lot, therefore, the argument is moot.

The burden of proof is on the appellant to present evidence that the ARB decision was made in error. The appellant claims an exact match is not required per the guidelines. The ARB did not deny based on the lack of an exact match to the primary structure but rather that there was not great enough consistency among the two structures on the single lot. The different siding styles and masonry treatments are not consistent with the ARB guidelines. ARB went further in making suggestions on how to achieve greater consistency without an exact match by recommending two changes outlined above.

Supplemental Submission:

Supplemental materials were submitted by the appellant at the start of the BOA meeting on February 5, 2026. The information included in the supplemental materials does not change the facts and information presented to the Architectural Review Board on November 10, 2025, and December 8, 2025. Therefore, staff does not have anything to add to the formal staff report.

Staff Recommendation:

The Architectural Review Board voted unanimously to deny the application based on inconsistency of siding materials and masonry terminating at an outside corner. The ARB made

reasonable suggestions to approve the project within the guidelines. The appellant fails to identify the Architectural Review Board's error in upholding the ARB Guidelines; therefore, staff recommend **denial** of the appeal.

Attachments:

ARB Guidelines Exhibit A, 616 E. Circle Rd. Exhibit B, Applicant packet submission Feb.10.26



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Mequon, Wisconsin 53092
Phone: (262) 236-2924
Fax: (262) 242-9819

www.ci.mequon.wi.us

INSPECTION DIVISION

Signature: _____ Application # _____

**CITY OF MEQUON, WISCONSIN
ARCHITECTURAL BOARD GUIDELINES FOR RESIDENTIAL STRUCTURES**

The goal of the City of Mequon and its Architectural Board is the protection and enhancement of the beauty, appeal and value of the City’s housing. While aesthetics to some extent are a matter of personal preference, building exteriors are also part of the public realm and affect the overall ambience of the community. The Board has, out of its long experience in reviewing design proposals, identified a number of recurrent issues and themes for which it is felt that guidelines are appropriate. There are enduring principles and themes, which will help insure harmonious, balanced, compatible and neighborhood-enhancing residential development. In applying these guidelines, the Board exercises judgment and discretion in looking for excellence in design.

In an effort to assist the home designer/builder, the principles and standards by which the Architectural Board will review designs and plans are set forth below.

Scope

The Architectural Board shall be responsible for the review and final approval of the following:

- All new single and two-family residential structures.
- Additions to single and two-family structures.
- Exterior alterations to single and two-family structures.
- Detached structures more than 300 square feet

Alterations and additions that are deemed minor by the Director of Community Development, or their designee may be approved at a staff level.

Zoning Requirements

The Inspections Division will review plans for compliance with the dimensional and other technical requirements of the zoning and building codes. This includes critical dimensions of the proposed structure, i.e., building height, setbacks and offsets, lot coverage, and minimum square footage.

General

The several elevations of the residential structures shall be consistent with one another and compatible with existing homes in the neighborhood as well as the natural features of the lot and surroundings in order to avoid disharmony and the appearance of haphazard development. See City of Mequon Code of Ordinances Sec. 58-40(c)(1).

A proposed dwelling should not be so similar in design, materials, style or exterior appearance to existing neighboring homes where excessive monotony is created. See City of Mequon Code of Ordinances Sec. 58-40(c)(2).

The placement of a proposed residential structure on the lot should not impair the lot's natural beauty; it shall respect the physical attributes of the lot and of the neighborhood. One must attempt to eliminate or minimize loss of trees and vegetation, or alteration of natural topography. See City of Mequon Code of Ordinances Sec. 58-40(c)(4) and 58-641.

Submission Requirements

The following are required to be submitted to the City of Mequon Inspections Division prior to the design application being placed on the Architectural Board agenda:

1. Application form.
2. To scale and dimensioned drawings of the following:
 - a. For addition plans, the addition must be highlighted on the drawings to easily distinguish it from the existing structure.
 - b. All elevations must show accurate dimensions and a clear description of proposed materials.
 - c. Site plan, including driveway if applicable.
3. For additions, 3 sets of photographs of the existing structure which show the area of the home at which the addition is proposed.

Roof Geometry

Generally, all roof pitches on a principal dwelling should be the same.

All roof designs will be reviewed as they relate to the overall design of the home.

Size, Proportions, and Scale

Certain zoning code standards, relating to minimum square footage and maximum lot coverage, regulate the size of a proposed structure. However, it is conceivable that a proposed structure will conform to the technical dimensional provisions of the Zoning Code, and yet be objectionable from an aesthetic standpoint. The Architectural Board will evaluate the proposed residential structure's size, proportions, placement and orientation in relation to:

1. Neighboring structure's height, mass, scale and placement.
2. On-site structure's height, mass, scale and placement.
3. The lot, including its size, shape, sight lines, topography, specimen trees, grade and other natural features.
4. Equally important are the proportions and scale of the proposed structure.

Consistency of Elevations

All sides of the structure should exhibit design continuity. Where brick, stone or stucco is used together with cedar on the front elevation, and the brick, stone or stucco is the predominant material, roughly the same proportion of veneer and cedar should be designed into the other elevations affecting an architecturally correct balance. Additions and alterations to existing structures may deviate from this requirement based on the ability to match existing materials.

A design which incorporates an accent material such as stone, brick or stucco on the front elevation only, may be permitted if it is used sparingly and only to establish a focal point of interest to the design of the structure.

Houses which feature shutters or divided light windows as design elements should have them on all four elevations. When a specific style or design of window or trim is presented on one elevation, it should be repeated on all elevations, including the garage. This requirement shall not apply to sliding patio doors and picture windows.

The fact that there are no adjacent neighbors or that the property is or will be bordered by trees or berm does not diminish the need for continuity on all elevations of the structure, but it may be a rationale to limit the proportion of materials on the aforementioned elevation.

Painted flues, vents, gutters, downspouts, flashing and the like are encouraged to match the color of the architectural component from which they project.

Building Façade

It is important that exterior details such as shutters, corner boards, quoins, cupolas, wing walls, cornice returns, gable vents, fanlights, wide trim boards, lintels, sills, cornices, etc., be designed into the plans together with the other design features.

The design should incorporate the use of strong vertical and/or horizontal reveals, offsets, and three-dimensional detail between surface planes to create shadow lines and break up flat surface areas. If large blank surfaces are proposed, they should serve some compelling design purpose, and the design should incorporate mitigating features to enrich the appearance of the structure and provide a sense of scale at ground level that is inviting to the observer.

Enhancements such as masonry treatments must not terminate at an outside corner. Window and other trim treatments should be consistent to the greatest extent possible on all elevations. Consideration shall be given to the interior floor plan when complying with this requirement. Compatible framing, sills, lintels and keystones should be employed. Alterations to existing dwellings may be exempt from this requirement in order to match the existing design.

The size and location of windows and doors should be balanced and consistent on each elevation, and this should be borne in mind when placing windows in rooms. Consideration shall be given to the interior floor plan when complying with this requirement.

Materials

All natural building materials are strongly encouraged. Synthetic siding/trim materials will be considered based upon quality and appearance.

Acceptable roofing materials include:

- Cedar shake
- Slate
- Fiberglass shingles
- Concrete shingles
- Tile
- Dimensional asphalt shingles
- Architectural metal roofs

Masonry chimneys will generally be required. Cedar chimneys may be considered integral to the design of the structure, and compatible with surrounding homes.

Detached Storage Structures

In General

1. Be subordinate in size, scale and bulk to the principal residence.
2. Complement the architectural character of the principal residence.
3. Be compatible with the neighborhood character.

Orientation

Detached structures with an 8-foot-wide door or less may front the street. Large overhead doors shall face an interior driveway unless it is located completely to the rear of the dwelling.

Where the garage faces an internal driveway, the garage shall incorporate window(s) on the street front façade for walls greater than 10 feet in length unless it is screened from public view by natural vegetation. The window size and design must be compatible with the windows on habitable portions of the residence.

Materials and Design

Detached structures shall be designed to be consistent with the principal dwelling. The consistency of design includes the use of similar roofing materials and pitch, windows, exterior cladding, trim, and color(s).

Exceptions:

1. Materials including brick, stone, slate are not required on detached buildings and may be substituted with other approved materials.
2. Detached structures are not required to have a roof pitch greater than 8/12 regardless of the pitch on the primary dwelling.
3. Roof forms shall be similar to the form of the primary dwelling unless the detached structure is less than 150 square feet.
4. Roof eaves are not required to exceed 1 foot regardless of the eave width on the primary dwelling.

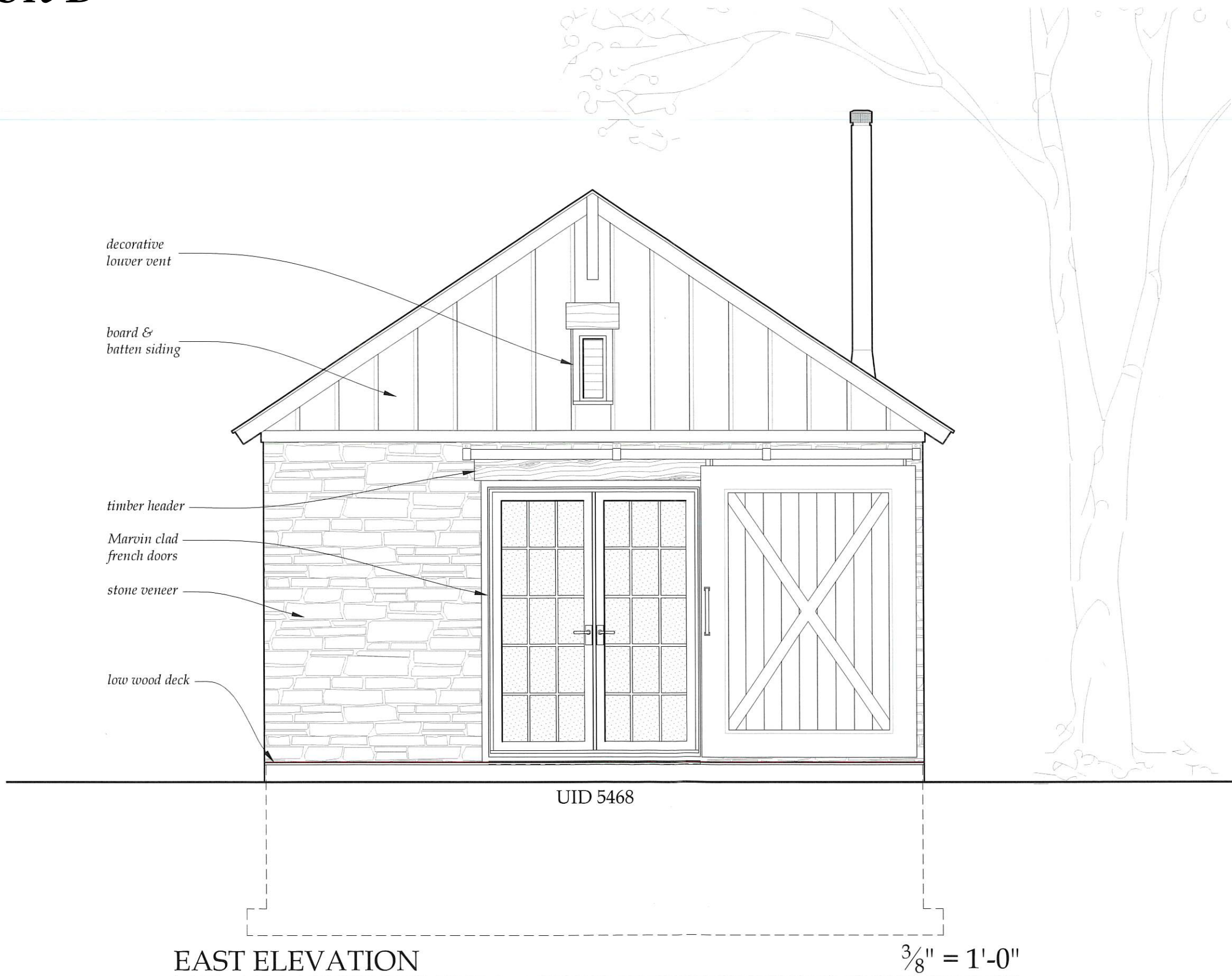
Exhibit B



Exhibit B



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Miller Retreat
 570 E. Circle Road
 Mequon, WI 53092

DRAWN BY J. HARTLINE

DATE 10-15-2025

PROJECT NO.

SHEET

10

of 13

Exhibit B



standing seam metal roof

cedar board & batten siding

timber header

stone veneer

UAWN6020

WEST ELEVATION

$\frac{3}{8}'' = 1'-0''$



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