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

www.cityofmequonwi.gov

Department of Community Development
Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, March 23, 2026 - 6:00 PM
Christine Nuernberg Hall

Agenda

1) Call to Order and Roll Call

2) Meeting Minutes Approval of February 23, 2026

3) Consent Agenda

a) Fox Nest LLC. The applicant is seeking certified survey map approval for the properties located at 13376 & 13400 N. Silver Fox Drive.

b) Granville Ridge LLC. The applicant is seeking minor request approval to allow for 15,000 C.Y. of fill for a 13-lot conservation subdivision on 60 acres for the properties located at the northwest corner of Granville and Mequon Roads and the west portion of 11449 N. Farmdale Road.

c) Groth Design Group for Concordia University - School of Nursing. The applicant is seeking building and site plan amendment to allow for a building addition to the existing School of Nursing for the property located at 12800 N. Lake Shore Drive.

4) Public Hearing/Regular Business

a) Almo Corporation LP. The applicant is seeking conditional use grant, building and site plan amendment, and master sign plan approval to allow for warehousing for the property located at 5201-5401 W. Donges Bay Road [Remove from table].

b) Southland Industries for 5401 W. Donges Bay Owner LP. The applicant is seeking conditional use grant approval to allow for warehousing for the property located at 5201-5401 W. Donges Bay Road.

5) Regular Business

a) Excel Engineering for Hat Trick Development LLC. The applicant is seeking rezoning recommendation from R-3 with CGO overlay to R-3/TDR/PUD, concept plan and preliminary plat addition approval to allow for 19 single-family lots for the property located immediately north of 8440 W. Donges Bay Road (Enclave at Mequon Preserve Phase X).

b) P2 Development Company, LLC. The applicant is seeking building and site plan approval for the five (5) properties located at 11030, 11020, and 10950 N. Buntrock Avenue, 11027 N. Weston Drive and the property immediately to the south.

c) Mark LaLonde. The applicant is seeking minor request approval to allow for 36,200 C.Y. for contaminated soil capping for the property located at 6529 W. Highland Road.

6) Policy

Joint Extraterritorial Zoning Committee (JETZCO). The city is seeking three (3) Planning Commission members to serve on JETZCO related to two (2) zoning applications within the Town of Grafton.

7) Announcements

The next meeting is Monday, April 27, 2026, at 6:00 p.m.

8) Adjourn

DATED: 03/19/2026 /s/ Andrew Nerbun, Mayor

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodation for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting. Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM.

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Department of Community Development
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PLANNING COMMISSION
Regular Meeting
Monday, February 23, 2026 - 6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order and Roll Call

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

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

Also present: City Attorney Brian Sajdak, Director of Community Development Kim Tollefson, Assistant Director of Community Development Jac Zader, Assistant City Engineer Cole McCraw, Planner Natalie Redding and Administrative Assistant Robin Buzzell.

2) Meeting Minutes Approval for January 27, 2026

MOTION:	Approve
MOVER:	Commissioner Stephanie Hawley
SECONDER:	Commissioner Rebecca (Becky) Schaefer
AYES:	Mayor Andrew Nerbun, Alderman Brian Parrish, Commissioner Bruce Barnes, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

DRAFT

3) Consent Agenda

a) Walter Buildings for Gierach Orchards. The applicant is seeking minor request approval for a 54x80 agricultural building for the property located at 9616 W. Bonniwell Road.

b) Bonnilake Real Estate, LLC. The applicant is seeking certified survey map approval to allow for a 3-lot land division for a portion of the property located at 11449 N. Farmdale Road.

MOTION:	Approve Consent Agenda (2 items)
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Commissioner Stephanie Hawley
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
	Approved by Voice Acclamation

4) Public Hearing/Regular Business

a) Ware Design Build. The applicant is seeking conditional use grant and building and site plan approval for 11 two-unit condominiums for the properties located at 5117 W. Donges Bay Road and 10351-10365 N. Cedarburg Road (Donges Cove).

MOTION:	Motion to open a public hearing
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner Stephanie Hawley
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

No Public Comment

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MOTION:	Motion to close the public hearing
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner Stephanie Hawley
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

Planner Natalie Redding stated this applicant was in front of the Commission for a consultation in June 2025 and received text amendment approval to allow for a two-family cluster development in the Neighborhood Commercial ("NC") zoning district in October 2025. The conditional use grant approval request is consistent with the code amendment and applicant also requests building and site plan review.

The site plan is slightly changed from the plan previously shown. The plan shows an 11-building, two-unit condominium development. It meets all the R-6 standards, including density, setback and offset requirements. The plan indicates there will be berms along Donges Bay and Cedarburg Roads. Staff maintain that berming along public streets are well-designed with the appropriate height, well landscaped and undulating in nature. The neighboring Bayberry Fields development is a good example of successful berming.

Planner Redding stated that the stormwater detention pond should also be designed with the same consideration as the berms as well as include landscaping to the west and south of the pond that provides a visual and sound barrier.

The applicant submitted design plans for a development in Delafield. The materials and architecture in the Delafield development will be mimicked in the Donges Cove development. The applicant is required to submit 3 different conceptual designs in which no more than 2 of the same building design shall be used in a row and no 1 design shall be used in more than half of the buildings. The architectural design is contemporary in nature and is in character with previously approved single-family homes in the city.

She noted that the landscape plan has not yet been submitted but is required prior to final building and site plan approval. There are several requirements for the landscaping plan, including requiring a design to mimic the Kwik Trip open space and streetscape patterns at the intersections corner.

The City Forester confirmed that there are 3 specimen trees on the site that need to be indicated

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on the site plan. The applicant would need Commission approval if they request a specimen tree removal.

Staff approve the CUG but also recommend a new name for the development as "cove" does not seem in sync with the area. Staff recommend tabling of the building and site plan.

There was some discussion about varying items of approval. It was suggested that the applicant bring actual samples of the materials to the next meeting as the colors are difficult to decipher in the packet.

MOTION:	Approve the CUG
MOVER:	Alderman Strzelczyk
	Commissioner Rebecca (Becky) Schaefer
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Roll Call Vote

5) Regular Business

a) Bonnilake Real Estate, LLC. The applicant is seeking preliminary plat, development agreement and stewardship plan approval to allow for a 13-lot conservation subdivision on 60 acres for the properties located at the northeast corner of Granville and Mequon Roads and the west portion of 11449 N. Farmdale Road.

Assistant Director Jac Zader stated the request is for preliminary plat, development agreement; he noted that the pond has been eliminated from the plan, and stewardship plan approval. He explained that the proposed development will consist of 13 lots ranging in size from 1.5 - 1.69 acres. There will be two access points. The City Forester identified specimen trees along the perimeter of the front of the development which need to be identified on the preliminary and final plats. Staff believe that the stewardship is well written and will help to maintain a high quality of native prairie and requirements for the open space.

He further stated that the Development Agreement ("DA") allows for 2 model homes prior to final plat approval. The open space will be measured from the right-of-way and not the center line of the road. The DA requires street lighting to be required at the two intersections and must be well lit.

The drain tile is not located in the area of development and shall remain operational throughout construction.

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A suggestion was made from the Commission is to consider sidewalks on Mequon Road west of Swan Road.

MOTION:	Approve
MOVER:	Alderman Robert Strzelczyk
SECONDER:	Commissioner Stephanie Hawley
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Roll Call Vote

b) Brian Randall for 5401 W. Donges Bay Road Owner LP. The applicant is seeking minor request for determination of use, building and site plan amendment and master sign plan approval for the property located at 5401 W. Donges Bay Road.

Public Feedback

Patty Bosch - 5328 W. Westfield - she read the letter that was provided to the Commissioners regarding the issue with the business operations at this site, specifically referencing truck idling at the site for long periods of time and the sound and smell issues this causes to her neighboring residence.

Alderman Jeff Hansher - 9948 N. Concord Drive - stated he has dealt with this issue of trucks running all night long at the site for 2 years. He explained that the numerous calls from the residents tax city resources and that the business needs to be responsible for trucks visiting their site. He has received many calls and emails from his constituents regarding this issue. He wants the applicant to address the issues as this has gone unresolved for 2 years.

Tom Noeske - 5328 Westfield Rd - he commented that his concerns apply to noise pollution, environmental issues and harmful toxins to neighboring residents. He stated that trucks park in the applicants' east parking lot often, and he has called the non-emergency police number on numerous occasions. He also feels that these issues have not been handled for too long.

Asst. Dir. Zader showed a map of the area and the distance of the neighboring residential properties. He stated that a determination of use needs to be decided. Wholesale and distribution are permitted uses in the B-5 zoning district, but staff believe the operations may have expanded beyond that scope and the use should be classified as warehousing as a conditional use. The City Attorney has provided a memo in the packet that recommends warehousing as the primary use. The issues of idling trucks and timing of deliveries suggest that

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warehousing is the principal use. Staff have received a CUG application from a proposed new tenant to the building that states warehousing is their principal use. A CUG allows staff and the Commission to have the most influence on the conditions that are incorporated related to specific regulations such as no overnight parking of trucks at the site.

The site plan submitted indicates a wetland was filled without proper approval from the city or the WDNR. The applicant is seeking an after-the-fact approval of a 5,000 sq.ft. parking lot that appears to encroach on the wetland. It is suggested the site plan be tabled until after the determination of use can be decided and as well as feedback from the WDNR and a full site plan submittal for approval by the applicant be provided.

Staff also recommend tabling the master sign plan ("MSP") request as a full application was not submitted for review. The MSP must address all signs on the property. Signs have been placed on the site without staff approval.

Conditions of approval for the site plan and MSP will be based on the determination of the use and whether it is permitted or conditional.

The applicant was represented by Attorney Brian Randall; legal counsel for Almo Corporation and Attorney Eric Van Schyndle, legal counsel for the building owner. Mr. Randall provided a handout to the Commission with an overview of the operations handled by Almo Wholesale Distribution. He stated that he believes their operations meet the NAIC code of wholesaling and distribution. They do not own a trucking company but utilize professional trucking companies to transport their products. He commented that the trucks should only be on their site when actively loading or unloading products in a truck bay. He stated that he believes they meet the city's definition of wholesale distribution. He acknowledged that the east parking lot has become a problem with trucks stationed there but noted that Almo does not allow this a practice and that they do not control this parking lot. He explained that there are two shifts per day; 7am-5pm and 11pm-7:30 am; they are closed 5pm-11pm. They have demanded that the trucks shut down until they are released to go so that they are not sitting idling. They propose installing a gate at Donges Bay Road that will be closed when they are closed for business from 5pm-11pm. Their intention is to work with the city to rectify issues from the neighboring residents as well as site compliance issues.

There was a lot of discussion about the definition of warehousing and whether the operations should be deemed permitted or conditional. They ultimately made the recommendation that the use is warehousing as a principal use. The Commission expressed concern regarding the ongoing site compliance issues and wants resolutions to these unresolved items.

MOTION:	Table Site Plan and Master Sign Plan
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner Bruce Barnes
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie

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	Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

MOTION:	Approve determination of use as warehousing (conditional use)
MOVER:	Commissioner Rebecca (Becky) Schaefer
SECONDER:	Commissioner Bruce Barnes
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Roll Call Vote

6) Announcements

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

7) Adjourn

MOTION:	Adjourn
MOVER:	Commissioner Stephanie Hawley
SECONDER:	Commissioner Rebecca (Becky) Schaefer
AYES:	Mayor Andrew Nerbun, Alderman Robert Strzelczyk, Commissioner Bruce Barnes, Architect Martin Choren, Commissioner Stephanie Hawley, Commissioner Rebecca (Becky) Schaefer, Commissioner Nancy Urbani, Commissioner Oliver Ellsworth
NAYS:	None
RESULT:	Approved by Voice Acclamation

Meeting adjourned at 8:00 p.m.

Respectfully Submitted,
Robin Buzzell, Administrative Assistant

DRAFT

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Natalie Redding, Planner**
DATE: **March 23, 2026**
SUBJECT: **Fox Nest LLC. The applicant is seeking certified survey map approval for the properties located at 13376 & 13400 N. Silver Fox Drive.**

Background: The applicant is seeking Certified Survey Map approval to combine two existing parcels into one lot. The subject properties are located at 13376 and 13400 N Silver Fox Drive and are zoned R-1 with a PUD Overlay. The applicant plans to construct a single-family residence on the combined lots.

The subject properties were originally approved as part of a 10-lot conservation subdivision development, through the adoption of Ordinance 2005-1141. The rezoning of the subject area from R-1/OA to R-1/PUD was originally approved in May of 2005 by the Planning Commission, and later approved by the Common Council in July of 2005, establishing Ordinance 2005-1141.

Site Conditions:

The City Forester confirmed there are no specimen trees on the site.

R-1/PUD Standards:

The proposed CSM is consistent with the approved PUD standards associated with Ordinance 2005-1141 (see Exhibit A). The concept plan established lots ranging from roughly 1.31-1.41 acres, with no maximum lot size established. The existing lots, when combined, will total 2.95 acres. Staff does not believe that the CSM represents a substantial change to the development concept plan, and as such shall not require an amendment to the PUD. The CSM represents a minor change in the development's density from 1 unit per 5.4 acres to 1 unit per 6 acres.

The PUD dictates a required setback of 50 feet, and a required offset of 20 feet for lots adjacent to an outlot and 40 feet for lots adjacent to another lot. The PUD furthermore requires increased offsets for lots 2, 4, and 6 to provide a minimum 50-foot buffer from the wetland. The property at 13376 N Silver Fox Drive, Lot 4 of the original development, will thus be required to comply with this increased offset. The two subject lots are currently vacant, the last to be developed within the Fox Farms subdivision, and will be able to accommodate a suitable building footprint while meeting the setback and offsets required.

Engineering Report:

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

No right-of-way dedication is required. The proposed lot combination takes place within a platted subdivision with previously dedicated right-of-way. The lot will be accessed from the existing public street.

There are no wetlands on the properties in the CSM. However, there are wetlands in the adjacent outlot with protective areas (i.e. setbacks) that extend into the buildable area of the CSM. Since the wetland delineation was last completed in 2004, the wetland boundaries may have moved. The applicant may either utilize an increased 75-foot setback without an updated wetland delineation, or, the applicant may provide an updated wetland delineation with concurrence from the WDNR and an updated setback, which shall be shown on the CSM.

The site is not located within the City's sewer service area, and therefore it is not required to connect to public sewer or water. Soil evaluation reports were performed with the subdivision development; therefore, no further investigation is needed with this application.

The proposed lot combination takes place within a subdivision with an existing stormwater management plan. The Best Management Practices (BMPs), i.e. the subdivision's ponds, are up to date on compliance reporting.

Construction of the building will be permitted through the Inspections Division, so a fill, excavation, and berms permit and an erosion control permit from the Engineering Division will not be required unless other site improvements are proposed.

Staff Recommendation:

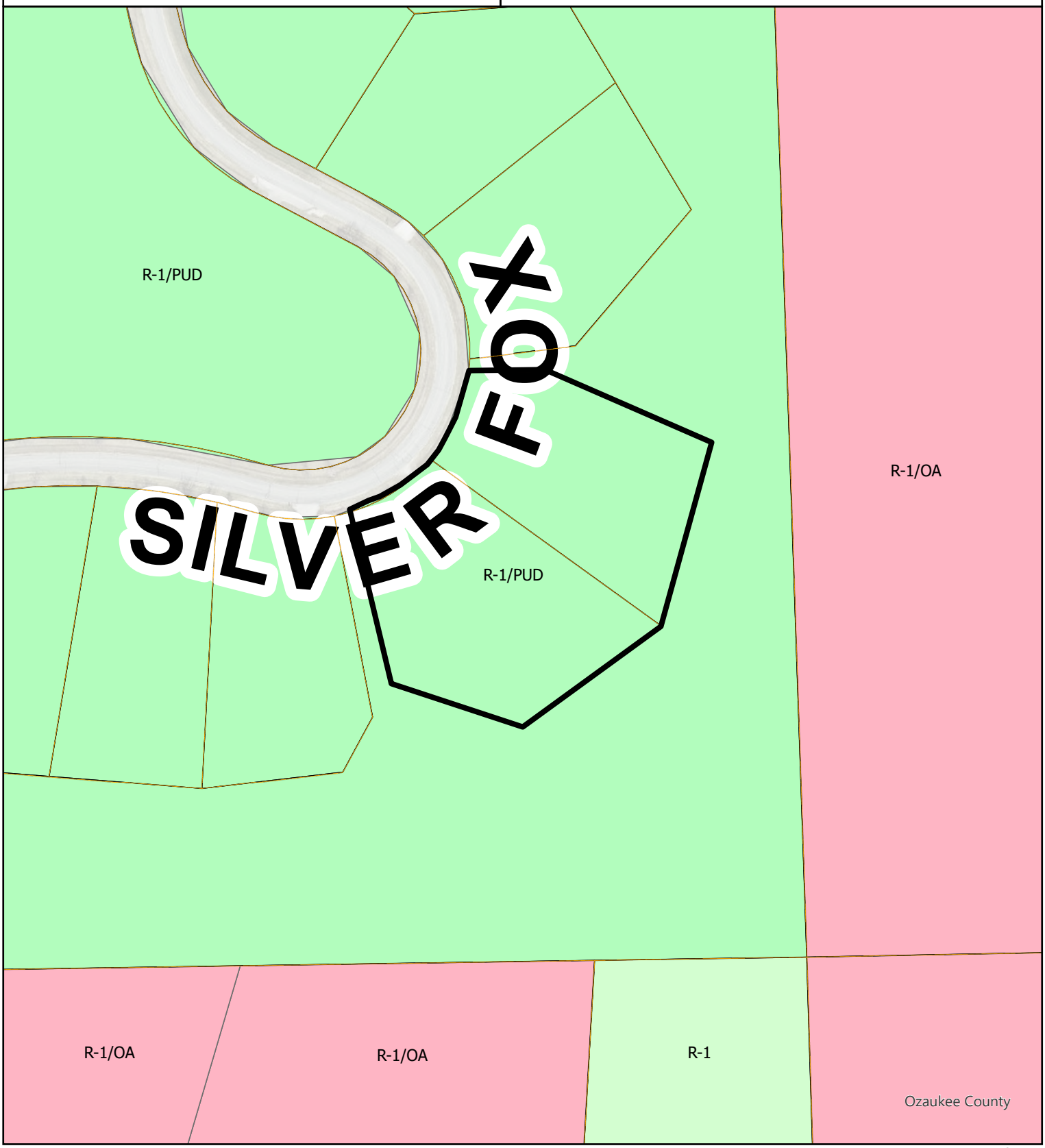
Staff recommends **approval** of the Certified Survey Map subject to the following conditions:

1. Final staff technical review and approval of CSM. The applicant shall make any technical corrections to the final CSM.
2. The CSM and future development on the property shall comply with Ordinance 2005-1141.
3. No certified survey map shall be offered for recording or recorded after 180 days from the date of approval by the Planning Commission.
4. The applicant may either utilize an increased 75-foot wetland setback without an updated wetland delineation, or, the applicant may provide an updated wetland delineation with concurrence from the WDNR and an updated setback, which shall be shown on the CSM.

Attachments:
Packet Docs_FoxFarms_03.23.26

FOX NEST LLC

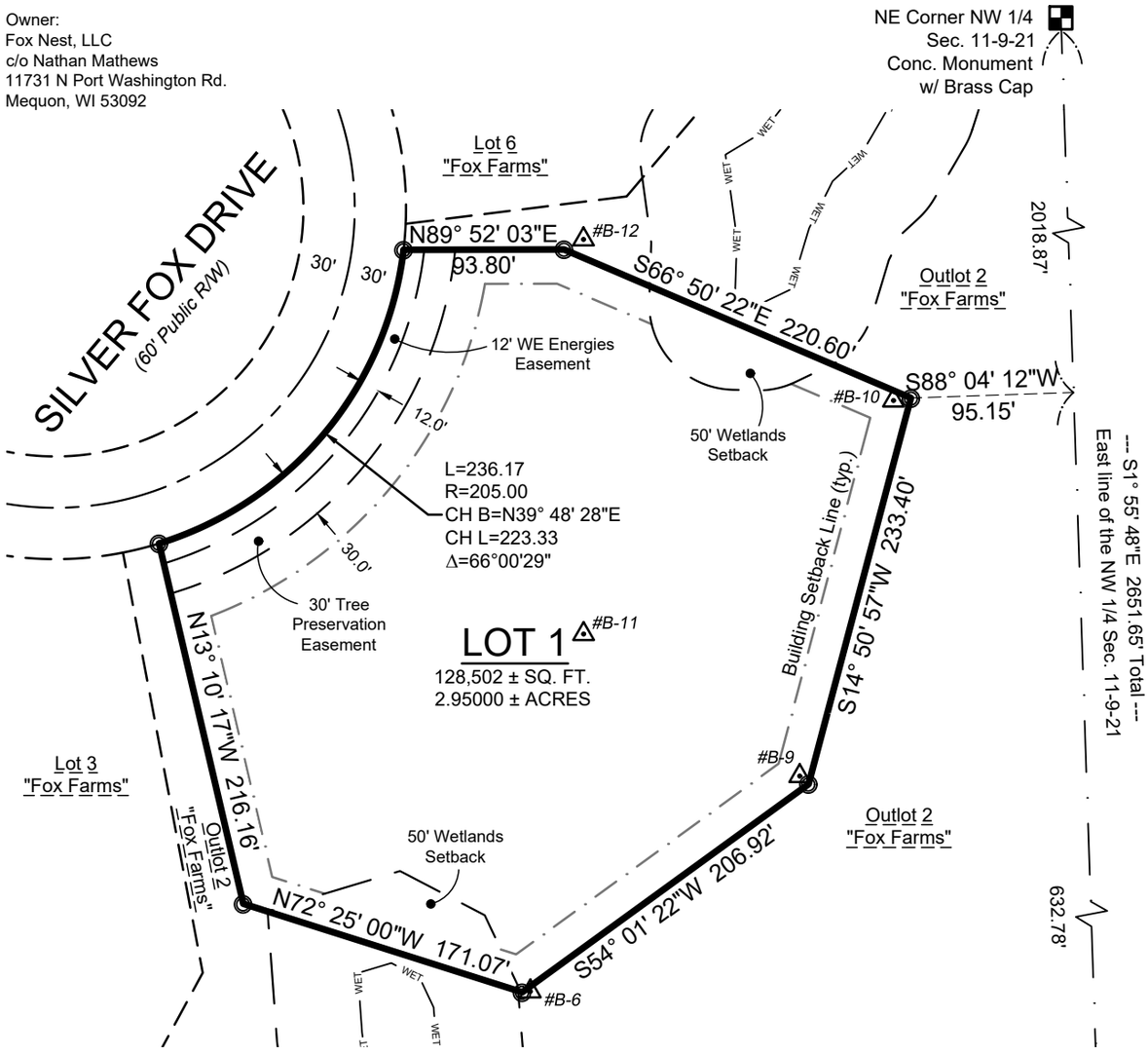
AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family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



CERTIFIED SURVEY MAP NO._____

A redivision of Lots 4 and 5 in "Fox Farms", being a part of the Southeast 1/4 of the Northwest 1/4 of Section 11, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Owner:
Fox Nest, LLC
c/o Nathan Mathews
11731 N Port Washington Rd.
Mequon, WI 53092



LEGEND & NOTES:

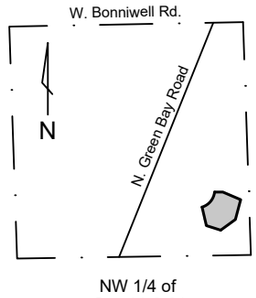
○ INDICATES FOUND 1.3" OUTER DIAM. IRON PIPE

#B-6 △ INDICATES SOIL TEST LOCATION

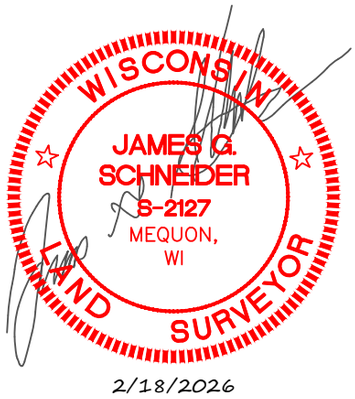
COORDINATES & BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE WITH THE EAST LINE OF THE NW. 1/4 OF SEC. 11-9-21, ASSUMED TO BEAR S1°55'48"E, AS PUBLISHED BY SEWRPC, NAD83 (2011).

SETBACK NOTE:
FRONT YARD = 50.0'
SIDE YARD = 20.0'
REAR YARD = 20.0'

Location Map:
Scale: 1' = 2000'



NW 1/4 of
Sec.11-9-21



2/18/2026



GRAPHIC SCALE

0 100' 200'

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

Project # 24855 DRAFTED BY JRS

Sheet 1 of 3

CERTIFIED SURVEY MAP NO._____

A redivision of Lots 4 and 5 in "Fox Farms", being a part of the Southeast 1/4 of the Northwest 1/4 of Section 11, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

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

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

Lots 4 and 5 in "Fox Farms", being a part of the Southeast 1/4 of the Northwest 1/4 of Section 11, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

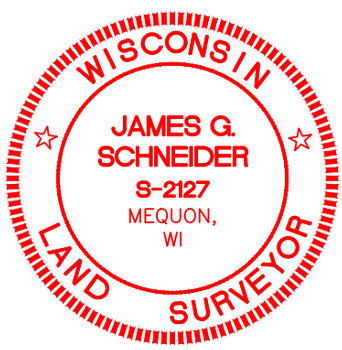
Said lands containing 128,502 square feet or 2.950 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Fox Nest, LLC, OWNER of said lands.

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

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

James G. Schneider S-2127 2/18/2026



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

CERTIFIED SURVEY MAP NO._____

A redivision of Lots 4 and 5 in "Fox Farms", being a part of the Southeast 1/4 of the Northwest 1/4 of Section 11, Town 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

OWNER'S CERTIFICATE

I, Nathan Mathews, Manager of Fox Nest, LLC, OWNER, do hereby certify: THAT I have caused the lands described in the foregoing certificate of James G. Schneider, Surveyor, to be surveyed, divided and mapped.

_____ _____

Witness Nathan Mathews, Manager

WITNESS the hand and seal of said OWNER on this ___ day of _____ 20__.

STATE OF WISCONSIN)
OZAUKEE COUNTY)ss

PERSONALLY came before me on this _____ day of _____,20___ Nathan Mathews, Manager to me known to be the person who executed the foregoing certificate and acknowledged the same.

_____ My Commission expires _____

Notary Public

CITY OF MEQUON PLAN COMMISSION APPROVAL

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

_____ _____

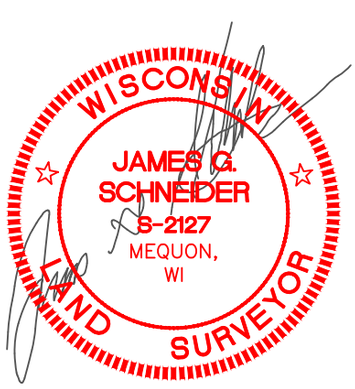
Andrew Nerbun, Chairman Secretary

COMMON COUNCIL CERTIFICATE OF APPROVAL

I certify that this Certified Survey Map was approved under Resolution File No. _____ adopted by the Common Council of Mequon on _____.

_____ _____

Andrew Nerbun, Mayor Caroline Fochs, City Clerk



2/18/2026

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

Project # 24855 DRAFTED BY JRS

Exhibit A - 2 pages

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE NO. 2005-1141

To amend the map portion of the "Development Ordinance of the City of Mequon" (i.e., Chapter 3) with respect to approximately 54.51 acres of land located at the southeast corner of Bonniwell Road and ~~Cedarburg~~ Green Bay Rd. Road.

THE COMMON COUNCIL OF THE CITY OF MEQUON, OZAUKEE COUNTY, STATE OF WISCONSIN, DO ORDAIN AS FOLLOWS:

SECTION 1. Following recommendation of the Planning Commission on the 16th day of May, 2005, and after due notice and hearing by the Common Council of the City of Mequon on the 12th day of July 2005, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of property as legally described in Exhibit A from existing R-1 (5 acre residential density), OA (Agricultural Overlay) to R-1 and PUD (Planned Unit Development) subject to the following special considerations:

1. All buildings shall maintain a minimum building setback of 50' from the public road right-of-way and a minimum 20' offset from the side and rear property lines, with increased offsets on Lots 2, 4 and 6 to provide a minimum 50-foot buffer from the wetland.
2. The entire property shall be appropriately field-staked for wetland areas and reviewed and approved by the Department of Natural Resources (DNR), including an indication of the required setback from the wetland, prior to rezoning action by the Common Council. The development is subject to appropriate Chapter 30 permitting from the DNR and necessary permitting from the Army Corp of Engineers.
3. The Engineering Department shall review and approve the appropriate documents to ensure private waste systems for sewage disposal on each lot. If waste systems cannot be accommodated on an individual lot, off-site systems will be allowed subject to staff approval of the necessary easements.
4. A landscape buffer along Green Bay Road shall be required to maintain the rural character and open space vista along the public road.
5. Pedestrian and bike paths and the necessary easements shall be required in accordance with the attached concept plan and as noted in the staff report.
6. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.
7. A stewardship plan for the dedicated open space areas shall be prepared by the applicant and is subject to Planning Commission review and approval.
8. The preliminary and final plat shall include a note that bike connections are proposed to put future owners on notice.
9. The development shall comply with preliminary plat, development agreement, and final plat requirements.
10. Grading, drainage, erosion control, and other engineering plans are subject to Engineering Department and outside engineering consultant review and approval.

11. There shall be a permanent open space buffer along the perimeter of this development as illustrated in the attached development concept plan and per Planning Commission action.
12. Architectural design of residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.
13. Street trees are subject to the approval of the Tree Board and Planning Commission.
14. Street lighting, if proposed, is subject to the approval of the Planning Commission.
15. Entryway signage and landscaping is subject to the approval of the Planning Commission.
16. Public road design standards shall be subject to the review and approval of Engineering and the Fire Departments.
17. Fire Department approval of the number and location of fire cisterns, if needed.
18. The development and subsequent building construction shall be subject to DNR review and approval regarding the wetland buffer.
19. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendment to this ordinance.
20. The development shall comply with the City's Standard Specifications for Land Development.
21. Bike and hike path connections to the south and east property line is subject to Final Preliminary Plat approval.
22. The interior public road right-of-way shall be increased from 50' to 60'.
23. Location of access road along Green Bay Road is subject to Final Preliminary Plat approval.
24. The applicant shall submit soil test reports and identify the locations on the preliminary plat.
25. Staff will work with the applicant to make sure the detention ponds are in subdivision outlots with public road access.
26. The applicant shall submit a narrative legal description of the property.

SECTION II: All ordinances or parts of ordinances contravening the terms of this ordinance are hereby to that extent repealed.

SECTION III: This ordinance shall take effect and be in full force upon its passage and the day after publication.

Approved: Christine Nuernberg
Christine Nuernberg, Mayor

Date Approved: July 18, 2005

This is to certify that the foregoing ordinance was adopted by the Common Council of the City of Mequon, Wisconsin at a meeting held on the 12th day of July 2005.

Maureen Murphy
Maureen Murphy, Deputy City Clerk

Published: July 21, 2005

Legal description per Knight Barry Title Insurance Company Commitment No. 2372660, with an effective date of 12/17/2025:

Lots 4 and 5 in Plat of Fox Farms, being a part of the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 11, Township 9 North, Range 21 East. Said land being in the City of Mequon, County of Ozaukee County, State of Wisconsin.

For informational purposes only:
Property Address: 13376N and 13400N Silver Fox Drive, Mequon, WI 53092
Tax Key Number: 14-180-0004.000 and 14-180-0005.000

Per Knight Barry Title Insurance Company Commitment No. 2372660, with an effective date of 12/17/2025, the following items appear in Schedule B II as exceptions:

11. Easement and other matters contained in the instrument recorded on September 27, 1951, as Document No. 147100. ***Affects the property, cannot be depicted graphically***

12. Easement and other matters contained in the instrument recorded on July 27, 1962, in Volume 20 of Miscellaneous, at page 443, as Document No. 190862. ***Does not affect the property***

13. Easement and Restriction Agreement and other matters contained in the instrument recorded on November 13, 1985, in Volume 540, at page 248, as Document No. 365727. ***Affects the property, cannot be depicted graphically***

14. Easement and other matters contained in the instrument on May 19, 1989, in Volume 644, at page 315, as Document No. 416240. ***Does not affect the property***

15. Sewer Easement Agreement and other matters contained in the instrument recorded on June 27, 1997, in Volume 1036, at page 639, as Document No. 579630. ***Does not affect the property***

16. Wisconsin Electric Distribution Easement Underground and other matters contained in the instrument recorded on October 19, 1989, in Volume 1212, at page 582, as Document No. 645472. ***Does not affect the property***

17. Declaration of Covenants and other matters contained in the instrument recorded on January 6, 2004, in Volume 1850, at page 908, as Document No. 782720. ***Affects the property, cannot be depicted graphically***

18. Development Agreement and other matters contained in the instrument recorded on May 7, 2007, as Document No. 862692. ***Affects the property, cannot be depicted graphically***

19. Easements, restrictions and other matters shown on the Plat of Fox Farms recorded October 1, 2007 as Document No. 871053. ***its location is shown***

20. Declaration of Restrictions for Fox Farms Subdivision and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871054. ***Affects the property, cannot be depicted graphically***

    First Amendment to Declaration of Restrictions for Fox Farms Subdivision and other matters contained in the instrument recorded March 4, 2009 as Document No. 897611. ***Affects the property, cannot be depicted graphically***

21. Street Tree Preservation and Maintenance Easement and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871055. ***its location is shown***

22. Open Space, Tree and Landscape Preservation and Maintenance Easement and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871058. ***Affects the property, cannot be depicted graphically***

23. Declaration of Covenants and Conditions for Detention Pond Maintenance and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871059. ***Affects the property, cannot be depicted graphically***

24. Taxes for the year 2025 in the amount of $2,412.60. Please provide a paid receipt and this Exception will be removed. (Lot 4) ***Affects the property, cannot be depicted graphically***

GENERAL NOTES:

1. The underground utility information shown on this drawing is based on field locations and/or records furnished by municipalities and utility companies, the location and accuracy of which cannot be guaranteed. There may be additional underground utility installations within the project area that are not shown.
2. Drawing is based on field survey completed by EAJ on 02/02/2026.
3. Bearings are referenced to the Wisconsin State Plane Coordinate System, South Zone, NAD 1983, with the South line of the Northwest 1/4 of Section 11, Town 9 North, Range 21 East, which bears N89°07'30"E.
4. Vertical datum for the project survey is NAVD88, using the site benchmark of 628.64, on the East pad corner of the eletric transformed, as shown.
5. Parcel falls within ***Zone X, Areas determined to be outside the 0.2% annual chance floodplain***, per FEMA FIRM Panel 55089C0188G, effective date of 7/31/2024.
6. Parcel area is 128,502 square feet or 2.950 acres.
7. No zoning report or letter was provided.
8. No evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
9. No proposed changes in street right of way lines made available to the surveyor by the controlling jurisdiction. No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

Surveyor's Certification:

To: Fox Nest, LLC
Knight Barry Title Group, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)1, 8, 11a, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on February 2, 2026.

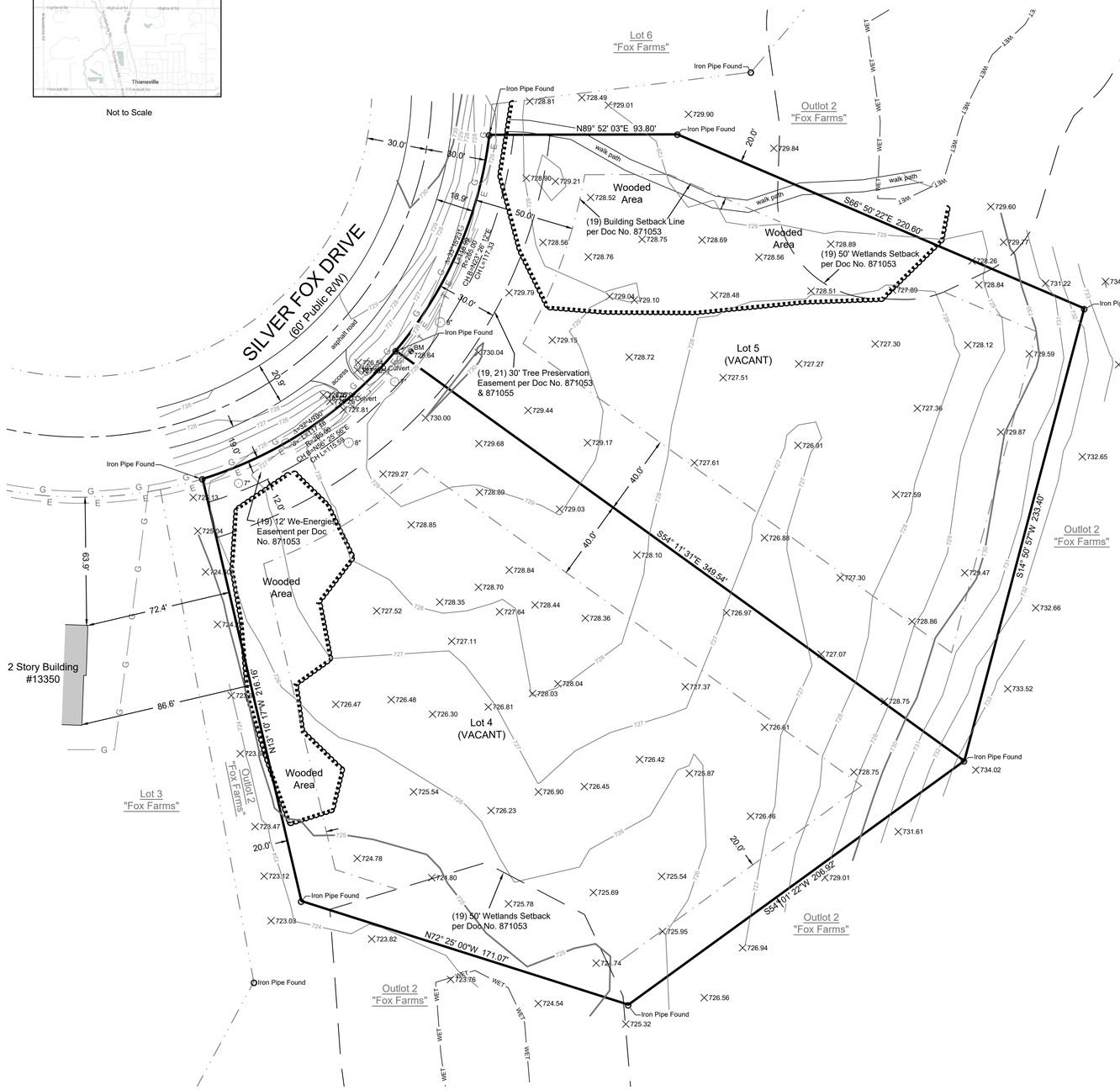
Date of Map February 13, 2026

James G. Schneider, PLS No. 2127

Vicinity Map:



Not to Scale


SILVER FOX DRIVE
(60' Public R/W)
asphalt road
Lot 6
"Fox Farms"
Outlot 2
"Fox Farms"
Lot 5
(VACANT)
Lot 4
(VACANT)
Lot 3
"Fox Farms"
Wooded Area
Wooded Area
Wooded Area
2 Story Building
#13350
N89° 52' 03"E 93.80'
S66° 50' 22"E 220.60'
S54° 11' 31"E 349.54'
S14° 59' 57"W 233.40'
S54° 01' 22"W 209.92'
N72° 25' 00"W 171.07'
N19° 10' 17"W 216.16'
(19) Building Setback Line per Doc No. 871053
(19, 21) 30' Tree Preservation Easement per Doc No. 871053 & 871055
(19) 12' We-Energies Easement per Doc No. 871053
(19) 50' Wetlands Setback per Doc No. 871053
(19) 50' Wetlands Setback per Doc No. 871053
Iron Pipe Found
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AMENDED AND RESTATED
OPERATING AGREEMENT
OF
FOX NEST LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is made as of the 16th day of February, 2026, by and among Nannette M. Gardetto, acting as trustee of the Nannette M. Gardetto 1994 Trust, as the same may be amended from time to time ("Gardetto"), Richard B. Slater Living Trust, as the same may be amended from time to time ("Slater" and together with Gardetto, the "Members"), and Fox Nest LLC, a Wisconsin limited liability company (the "Company"), to be managed by the manager selected in accordance with Section 4.1 of this Agreement (the "Manager").

R E C I T A L S:

A. On January 19, 2026, Gardetto formed the Company as a limited liability company pursuant to the Wisconsin Limited Liability Company Act, Chapter 183 of the Wisconsin Statutes (the "Act");

B. As of the date hereof, and pursuant to this Agreement, Slater is being transferred 50% ownership interest in the Company; and

C. The parties are entering into this Agreement to set forth the provisions for the governance and operation of the Company.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
FORMATION; NAME; PURPOSE

1.1 ***Formation***. On January 19, 2026, Gardetto formed the Company as a limited liability company pursuant to the Act by causing Articles of Organization of the Company to be filed with the Wisconsin Department of Financial Institutions (the "Department").

1.2 ***Name***. The name of the Company is and shall be "Fox Nest LLC".

1.3 ***Business and Purpose.*** The business and purpose of the Company shall be to engage in any lawful business or activity permitted under the Act that is necessary or convenient to the business.

1.4 ***Powers***. The Company shall have the same powers as an individual to do all things necessary and convenient to carry out its business, to the fullest extent provided by the Act.

1.5 ***Registered Agent and Registered Office***. The initial registered agent of the Company in Wisconsin is Nathan R. Mathews and the street address of its registered office is 11731 N Port Washington Road, Mequon, Wisconsin 53092. The registered agent of the Company

Page 19 of 228
Doc ID: a502d26c71681611afd86766b7ddce9969d26994

and its registered office may be changed by the Manager in accordance with the provisions of the Act.

1.6 ***Principal Place of Business***. The Company's principal place of business shall be located at 11731 North Port Washington Road, Mequon, Wisconsin 53092. The Company's principal place of business may be changed from time to time by the Manager in accordance with the provisions of the Act.

1.7 ***Term***. The term of the Company shall commence on the effective date of the filing of the Company's Articles of Organization with the Department and shall be perpetual.

ARTICLE II
OWNERSHIP, CAPITAL CONTRIBUTIONS AND LOANS

2.1 ***Ownership***. The Company shall have two Members, as named on the signature page to this Agreement. Effective as of the date hereof, Gardetto transfers 50% of its ownership interest in the Company to Slater. Each of the two Members shall own fifty percent (50%) of the membership interest in the Company. Each Member's membership interest represents such Member's percentage interest in the Company for all purposes under this Agreement, which shall determine such Member's share of profits, losses, distributions and tax allocations unless otherwise provided in this Agreement.

2.2 ***Initial Capital Contributions***. Each Member has contributed Fifty Dollars ($50.00) to the capital of the Company.

2.3 ***Additional Capital Contributions***. The Members shall have the right but not the obligation to make additional capital contributions to the Company, either in cash or other assets.

2.4 ***Interest Earned on Company Capital***. Interest earned on Company funds shall inure to the benefit of the Company and the Members shall not be entitled to receive interest on its capital contributions or capital account.

2.5 ***Member Loans***. The Members shall have no obligation to make loans or advances to the Company, but may do so in the Members' discretion on such terms and conditions as the Members and Manager deem appropriate.

ARTICLE III
DISTRIBUTIONS AND LOANS

3.1 ***Distributions***. Except for distributions upon liquidation of the Company (which are governed by Section 6.2), all cash receipts of the Company, minus all cash expenditures (including, without limitation, any principal payments made on any indebtedness of the Company) for each fiscal year of the Company, less reserves set aside as determined by the Manager, shall be distributed to the Members at such times and in such amounts as the Manager shall determine.

3.2 ***Limitations Upon Distributions***. No distribution shall be declared or made if, after giving effect to the distribution, the Company would be unable to pay its debts as they become due in the usual course of business or if the fair market value of the total assets of the Company would

Page 20 of 228
Doc ID: a502d26c71681611afd86766b7ddce9969d26994

be less than the sum of all liabilities of the Company. No distribution shall be declared or made in violation of the Act.

3.3 ***Loans to the Members***. Nothing in this Agreement shall prevent the Company from making secured or unsecured loans to the Members in the Manager's discretion.

ARTICLE IV
MANAGEMENT

4.1 ***Management***.

(a) *Manager-Managed Company.* The business and affairs of the Company shall be managed by a Manager in accordance with the provisions of this Agreement and the Act. The Manager shall be designated, appointed, elected, removed or replaced by the Members acting unanimously.

(b) *Manager Appointed.* The initial Manager of the Company shall be Nathan R. Mathews.

(c) *Powers.* The Manager shall, to fullest extent permitted by the Act, have full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company including but not limited to acquire in the name of the Company real estate and agree to and execute all documents related to such real estate acquisitions, to engage in construction projects upon real estate, to execute on behalf of the Company all deeds, mortgages, bonds, contracts, leases and all other documents, agreements and instruments to be executed in the course of the Company's business and to make all decisions regarding such matters and to perform any and all acts and to engage in any and all activities necessary, customary or incident to the management of the Company's business, affairs and properties. Notwithstanding the foregoing, the Manager may not take any action which is required to be taken by the Members pursuant to the Act, and the Company shall indemnify the Manager to the fullest extent permitted by law for all acts undertaken on behalf of the Company.

4.2 ***Duties of the Manager***. The Manager shall use reasonable efforts and devote such time as may be reasonably necessary to carry out the business and activities of the Company, and shall promptly take all action which is necessary or appropriate for the organization and continuance of the Company and the investment and protection of the Company's assets.

4.3 ***Agents***. The Manager may appoint agents of the Company, who shall have such titles as may be designated by the Members, and shall have such ministerial responsibilities as the Manager may specify to act under the direction and authority of the Manager with respect to matters within the ordinary course of business of the Company.

4.4 ***Compensation and Expense Reimbursement***. The Company shall reimburse the Manager and any agents for expenses incurred in connection with the Company's business. The Company may compensate the Manager and any agents for services in such amounts as the Members may determine

Page 21 of 228
Doc ID: a502d26c71681611afd86766b7ddce9969d26994

4.5 ***Books, Records and Accounting***.

(a) *Bank Accounts*. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and the funds therein.

(b) *Books and Records; Meetings*. The Manager shall keep at the Company's principal place of business: (i) those certain books and records required by Section 183.0405(1) of the Act, and (ii) shall endeavor to keep such other books and records with respect to all material business transactions of the Company and supporting documentation thereof. No annual or special meeting of the Members or Manager is required. Any action required or permitted to be taken at any meeting may be taken without a meeting if a written document or consent setting forth the action to be taken is signed by the Members or Manager, as applicable.

(c) *Annual Accounting Period and Method of Accounting*. The annual accounting period of the Company shall be the same as the annual accounting period of the Members. Unless otherwise determined by the Members, the Company's method of accounting shall be the same as employed by the Members.

(d) *Title to Company Property*. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

ARTICLE V
LIMITED LIABILITY OF MEMBERS; TRANSFER OF MEMBERSHIP INTEREST

5.1 ***Limitation of Liability***. The Members shall have no liability for the debts, obligations and liabilities of the Company except as expressly provided by the Act. Nothing in this Agreement shall prevent the Members from engaging in activities that may be competitive with the Company.

5.2 ***Transfer of Membership Interest***. The Members shall have the right, at any time, to transfer all or any portion of the membership interest in the Company by sale, assignment, gift, devise, bequest or otherwise, and to cause the transferee to be a member of the Company. No such transfer shall cause the dissolution of the Company. No person shall be admitted as a member of the Company without the prior approval of the Members, except that a transferee of a Member's entire membership interest in the Company (not including a pledge or collateral assignment) shall automatically and simultaneously become a member of the Company by virtue of the assignment of the membership interest and without any further action by the Member, unless such assignment expressly states to the contrary.

Page 22 of 228
Doc ID: a502d26c71681611afd86766b7ddce9969d26994

ARTICLE VI
DISSOLUTION AND TERMINATION

6.1 ***Events Causing Dissolution***. Upon the occurrence of any one of the following events, the Company shall be immediately dissolved:

(a) The affirmative written determination of the Members to dissolve the Company;

(b) The happening of any event which makes it unlawful for the Company's business to be conducted; or

(c) The entry of a decree of judicial dissolution under Section 183.0902 of the Act.

6.2 ***Procedure for Winding Up and Dissolution***. Upon the dissolution of the Company, the Manager shall wind up the affairs of the Company and sell or otherwise dispose of all of the Company's property for cash to the extent practicable. The Manager shall determine the time, manner and terms of any sale or sales of the Company's property pursuant to such liquidation, giving due regard to the activities and condition of the relevant market and general, financial and economic conditions. Following the winding up of the Company, and subject to the right of the Manager to set up such reserves as the Manager may deem necessary for any known, contingent or unforeseen expenses, liabilities or obligations of the Company, the cash and other assets of the Company shall be applied first to the payment of all debts and liabilities of the Company, including any Member loans (which for such purpose shall be treated the same as all other Company liabilities) and to the payment of all expenses of liquidation, and the remainder shall be distributed to the Members. Any funds constituting reserves shall be paid in accordance with the provisions of this Section 6.2 to the extent such funds remain after a reasonable passage of time as determined by the Manager.

6.3 ***Filing of Articles of Dissolution***. If the Company is dissolved, the Manager shall promptly cause Articles of Dissolution to be executed and delivered to the Department for filing.

ARTICLE VII
GENERAL PROVISIONS

7.1 ***Assurances***. Each party hereto shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Members or Manager deem reasonably appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation or holding of the property of the Company.

7.2 ***Applicable Law***. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of Wisconsin.

7.3 ***Entire Agreement; Amendment by Members***. This Agreement constitutes the entire operating agreement of the Company. This Agreement may be amended in writing by the Members acting by unanimous consent. No term or provision of this Agreement is intended to or

Page 23 of 228
Doc ID: a502d26c71681611afd86766b7ddce9969d26994

shall be for the benefit of any person not a party hereto, and no such person shall have any right or cause of action hereunder.

7.4 ***Section Titles***. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

7.5 ***Binding Provisions***. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

7.6 ***Severability of Provisions***. Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

[Signature page follows.]

Page 24 of 228
Doc ID: a502d26c71681611afd86766b7ddce9969d26994

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Operating Agreement as of the date first written above.

MEMBERS:

Nannette M. Gardetto 1994 Trust

By: Nannette M. Gardetto
Nannette M. Gardetto, Trustee

Richard B. Slater Living Trust

By: Richard B Slater
Richard B. Slater, Trustee

COMPANY:

FOX NEST LLC
a Wisconsin limited liability company

By: Nathan R Mathews
Nathan R. Mathews, Manager

Doc ID: a502d26c71681611afd86766b7ddce9969d26994

Title	Operating Agreement - Fox Nest
File name	Amended_and_Resta...Fox_Nest_LLC.docx
Document ID	a502d26c71681611afd86766b7ddce9969d28994
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**02 / 16 / 2026** 17:27:23 UTC	Sent for signature to Nannette Gardetto (ngardetto@everydaygood.org), Richard Slater (sl8r@mac.com) and Nathan Mathews (nmathews@garfamoff.com) from nmathews@garfamoff.com IP: 65.25.238.3
VIEWED	**02 / 16 / 2026** 17:29:13 UTC	Viewed by Nannette Gardetto (ngardetto@everydaygood.org) IP: 65.25.238.3
SIGNED	**02 / 16 / 2026** 17:30:20 UTC	Signed by Nannette Gardetto (ngardetto@everydaygood.org) IP: 65.25.238.3
VIEWED	**02 / 16 / 2026** 17:31:37 UTC	Viewed by Richard Slater (sl8r@mac.com) IP: 65.25.234.254
SIGNED	**02 / 16 / 2026** 17:34:32 UTC	Signed by Richard Slater (sl8r@mac.com) IP: 65.25.234.254

Title	Operating Agreement - Fox Nest
File name	Amended_and_Resta...Fox_Nest_LLC.docx
Document ID	a502d26c71681611afd86766b7ddce9969d28994
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

VIEWED	**02 / 16 / 2026** 17:57:25 UTC	Viewed by Nathan Mathews (nmathews@garfamoff.com) IP: 65.25.238.3
SIGNED	**02 / 16 / 2026** 17:57:41 UTC	Signed by Nathan Mathews (nmathews@garfamoff.com) IP: 65.25.238.3
COMPLETED	**02 / 16 / 2026** 17:57:41 UTC	The document has been completed.

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number | Document Name

THIS DEED, made between

Ted D. Kellner Revocable Trust

("Grantor," whether one or more), and

Fox Nest LLC, a Wisconsin limited liability company

("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Ozaukee County, State of Wisconsin ("Property") (If more space is needed, please attach addendum):

Lots 4 and 5 in Plat of Fox Farms, being a part of the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 11, Township 9 North, Range 21 East. Said land being in the City of Mequon, County of Ozaukee County, State of Wisconsin.

Recording Area

Name and Return Address:
Fox Nest LLC
11731 N Port Washington Road
Mequon, WI 53092

14-180-0004.000 and 14-180-0005.000
Parcel Identification Number (PIN)

This **is not** homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: general taxes levied in the year of closing and those matters set forth on the attached Exhibit A and shall warrant and defend the same.

Dated: February 18, 2026

Ted D. Kellner Revocable Trust

BY: _____
Ted Kellner
Trustee

AUTHENTICATION

Signature(s): Ted D. Kellner authenticated on

_____

_____

*_____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Scotti Schmid, Scrivener / 2372660
Knight Barry Title, Inc.
201 E. Pittsburgh Avenue, Suite 200
Milwaukee, WI 53204

ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Milwaukee

The instrument was acknowledged before me on this 17 day of February, 2026, by Ted Kellner (the signer).
The signer was:
✓ physically in my presence OR
____ in my presence involving the use of communication technology

Notary Public: Michelle M Rishel
Notary Public Printed Name: Michelle M. Rishel
Notary Public, State of Wisconsin
My commission (is permanent)(expires: 11-23-29)

MICHELLE M RISHEL
Notary Public
State of Wisconsin

(Signatures may be authenticated or acknowledged. Both are not necessary.)
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
WARRANTY DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 1-2003
*Type name below signatures

EXHIBIT A

PERMITTED EXCEPTIONS

1. Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.

2. Easement and other matters contained in the instrument recorded on September 27, 1951, as Document No. 147100.

3. Easement and Restriction Agreement and other matters contained in the instrument recorded on November 13, 1985, in Volume 540, at page 248, as Document No. 365727.

4. Declaration of Covenants and other matters contained in the instrument recorded on January 6, 2004, in Volume 1850, at page 908, as Document No. 782720.

5. Easements, restrictions and other matters shown on the Plat of Fox Farms recorded October 1, 2007 as Document No. 871053.

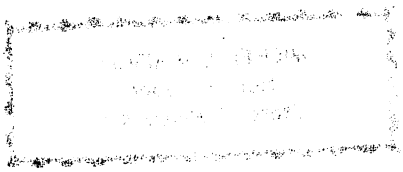
6. Declaration of Restrictions for Fox Farms Subdivision and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871054.

7. First Amendment to Declaration of Restrictions for Fox Farms Subdivision and other matters contained in the instrument recorded March 4, 2009 as Document No. 897611.

8. Street Tree Preservation and Maintenance Easement and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871055.

9. Open Space, Tree and Landscape Preservation and Maintenance Easement and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871058.

10. Declaration of Covenants and Conditions for Detention Pond Maintenance and other matters contained in the instrument recorded on October 1, 2007, as Document No. 871059.



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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Cole McCraw, Assistant City Engineer**
DATE: **March 23, 2026**
SUBJECT: **Granville Ridge LLC. The applicant is seeking minor request approval to allow for 15,000 C.Y. of fill for a 13-lot conservation subdivision on 60 acres for the properties located at the northwest corner of Granville and Mequon Roads and the west portion of 11449 N. Farmdale Road.**

Background:
The applicant, Granville Ridge, LLC., is requesting fill approval exceeding 1,000 cubic yards (CY) for a 13-lot subdivision development on 60 acres of land located on the west portion of 11449 North Farmdale Road and the parcel located on the northeast corner of Mequon Road and Granville Road. The Planning Commission approved the concept plan at the December 1, 2025, meeting and preliminary plat, development agreement, and stewardship plan at the February 23, 2026, meeting.

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

The applicant is applying for minor request approval for filling and excavation exceeding 1,000 CY, in total of 15,000 CY for subdivision construction including construction of the stormwater ponds, road grading, road base, and lot grading.

Please see the engineering staff reports for past approvals for additional development review information and conditions of approval.

Proposed building grades are shown on the plan submitted with the application. In accordance with the development agreement, the Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; and (b) keep grading and filling to a minimum, including in individual building envelopes. When building permits are reviewed, each lot grading plan is required to meet the master grading plan developed with the subdivision.

Lots 1, 5, 6, and 13 will likely have exposures that face North Granville Road. As part of the final grading plan submittal, the developer shall indicate which lots are designed for full

exposure and partial exposure in accordance with the SSLD.

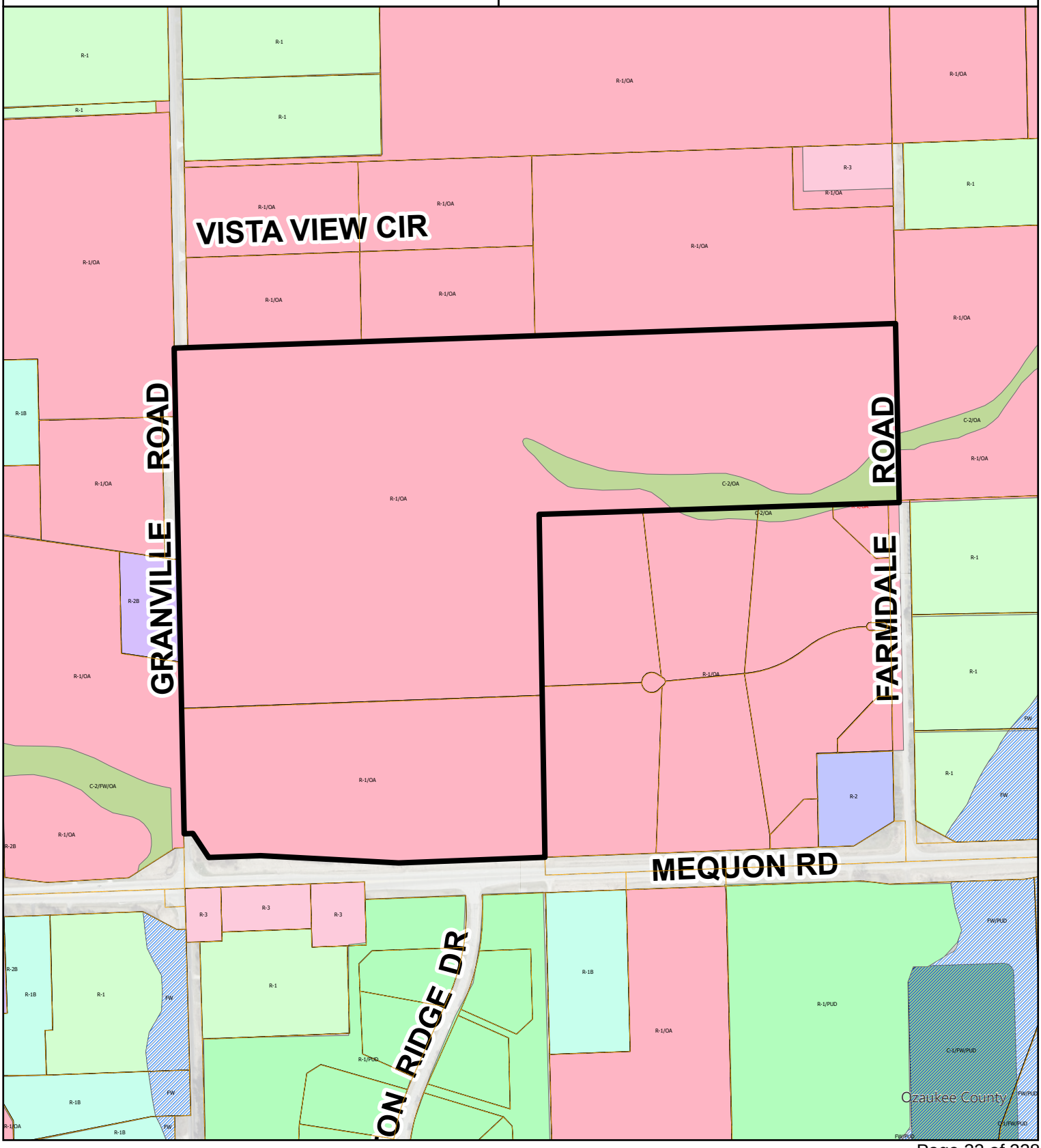
Staff Recommendation:
Staff recommends **approval** of the fill exceeding 1,000 CY subject to the following condition(s):

1. The development shall comply with concept plan, rezoning, development agreement, and plat approval conditions and requirements.
2. Review and approval of the subdivision grading plan. The applicant shall notify the Engineering Division when review shall begin.

Attachments:
Packet Docs_GranvilleFill_03.23.26

GRANVILLE RIDGE, LLC

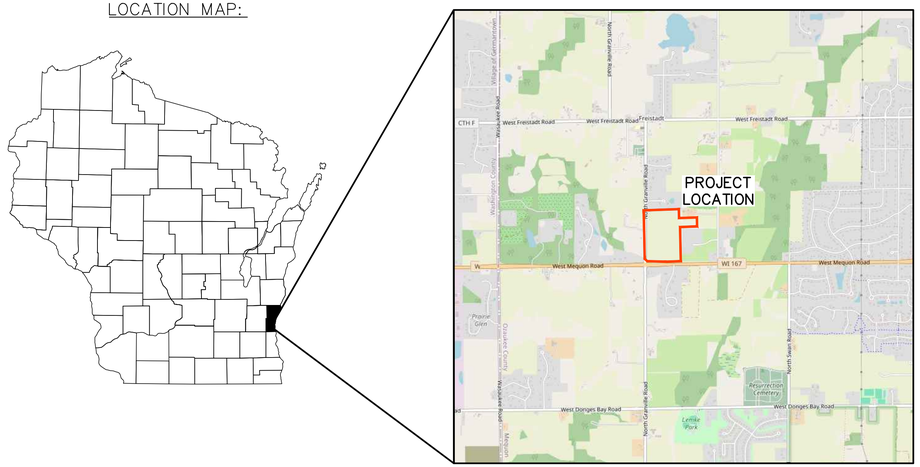
AC	Arrival Corridor	IPS	Institutional & Public Service
A-1	Agricultural Preserve	NC	Neighborhood Commercial
A-2	General Agricultural	OA	Agricultural Overlay
B-1	Neighborhood Business	PUD	Planned Unit Development Overlay
B-2	Community Business	P-1	Park & Recreation
B-3	Office & Service Business	R-1	Single-Family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



GRANVILLE RIDGE

N. GRANVILLE ROAD, MEQUON

LOCATION MAP:



Professional Engineer's Seal

JACOB ROSBECK E-42432 HUBERTUS, WI

WISCONSIN PROFESSIONAL ENGINEER

Signature 2/16/2026

Date

PROJECT CONTACTS:

OWNER:
ERVIN F KLUG REVOCABLE LIVING TRUST
ATTN: FRED BERSCH
11449N FARMDALE ROAD
MEQUON, WI 53097

CIVIL:
PSE, LLC
ATTN: JACOB ROSBECK
122 WISCONSIN STREET
WEST BEND, WI 53095

DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

	A	B
1	CIVIL SHEET INDEX:	
2	SHEET	SHEET TITLE
3	C1.00	TITLE
4	C1.01	EXISTING CONDITIONS PLAN
5	C1.02	PROPOSED SITE PLAN
6	C1.03	EROSION CONTROL PLAN
7	C1.04	SOUTHEAST POND PLAN
8	C1.05	NORTHEAST POND PLAN
9	C1.06	WEST POND PLAN
10	C2.01	GRANVILLE RIDGE CIRCLE PLAN & PROFILE
11	C2.02	GRANVILLE RIDGE CIRCLE PLAN & PROFILE
12	C2.03	GRANVILLE RIDGE CIRCLE PLAN & PROFILE
13	C2.04	GRANVILLE RIDGE CIRCLE PLAN & PROFILE
14	C3.01	CONSTRUCTION NOTES
15	C3.02	STREET DETAILS
16	C3.03	EROSION CONTROL & UTILITY DETAILS

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
TITLE SHEET

DRAWN BY:
JDR

DESIGNED BY:
JDR

CHECKED BY:
KJP

PLAN DATE:
2/16/2026

PROJECT NO:
\BO-14-25\

SUBMITTAL

SHEET NO:
C1.00



0 100 200

LEGEND:

- 896 – EXISTING MINOR CONTOUR.
- 895 – EXISTING MAJOR CONTOUR.
- OHEL – OVERHEAD ELECTRIC LINE.
- BuEl – BURIED ELECTRIC LINE.
- BuTel – BURIED TELEPHONE LINE.
- FO – FIBER OPTIC LINE.
- GAS – GAS LINE.
- SAN – SANITARY SEWER MAIN OR LATERAL.
- WAT – WATER MAIN OR SERVICE.
- STORM SEWER LINE.
- ELEC – ELECTRIC METER.
- GAS – GAS METER.
- GAS VALVE.
- FIRE HYDRANT.
- E – POWER POLE.
- SN – SANITARY SEWER MANHOLE.
- ST – STORM SEWER MANHOLE.
- STORM SEWER INLET.
- T – TELEPHONE PEDESTAL.
- TRAN – TRANSFORMER.
- W – WATER VALVE.

NO.	DATE	DESCRIPTION

REVISIONS:

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
EXISTING CONDITIONS PLAN

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

PLAN DATE: **2/16/2026**

PROJECT NO: **\BO-14-25**

SUBMITTAL

SHEET NO:
C1.01



0 20 40

CONSERVATION SUBDIVISION NOTES:

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.

Total Area=62.46 Acres

Total Area less Dedication=60.40 Acres

Minimum protected conservancy area. At least 60 percent of the land area in a conservation subdivision shall be protected conservancy area(s).

Conservancy Area Required=36.24 Acres

Conservancy Area Provided=36.26 Acres

Lot Setbacks:

Front Yard: 50'
Side Yard: 25'
Rear Yard: 25'

Maximum Lot Coverage: 15%

Minimum Average Lot Width: 125'

Septic Easement within conservancy per Section 58-234 (d)(2)(b)(4). Septic Easement will extend behind Lots 1-13. Mound systems shall be a minimum of 75-feet from the exterior boundary of the subdivision.

Residential Street Cross Section for Conservation Subdivision per City of Mequon Standard Specifications for Land Development. Street width is 20' wide with 2' shoulder.

W-1 & W-2 are wetlands delineated by Heartland Ecological Group, Inc. dated 9/8/2025.

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
PROPOSED SITE PLAN

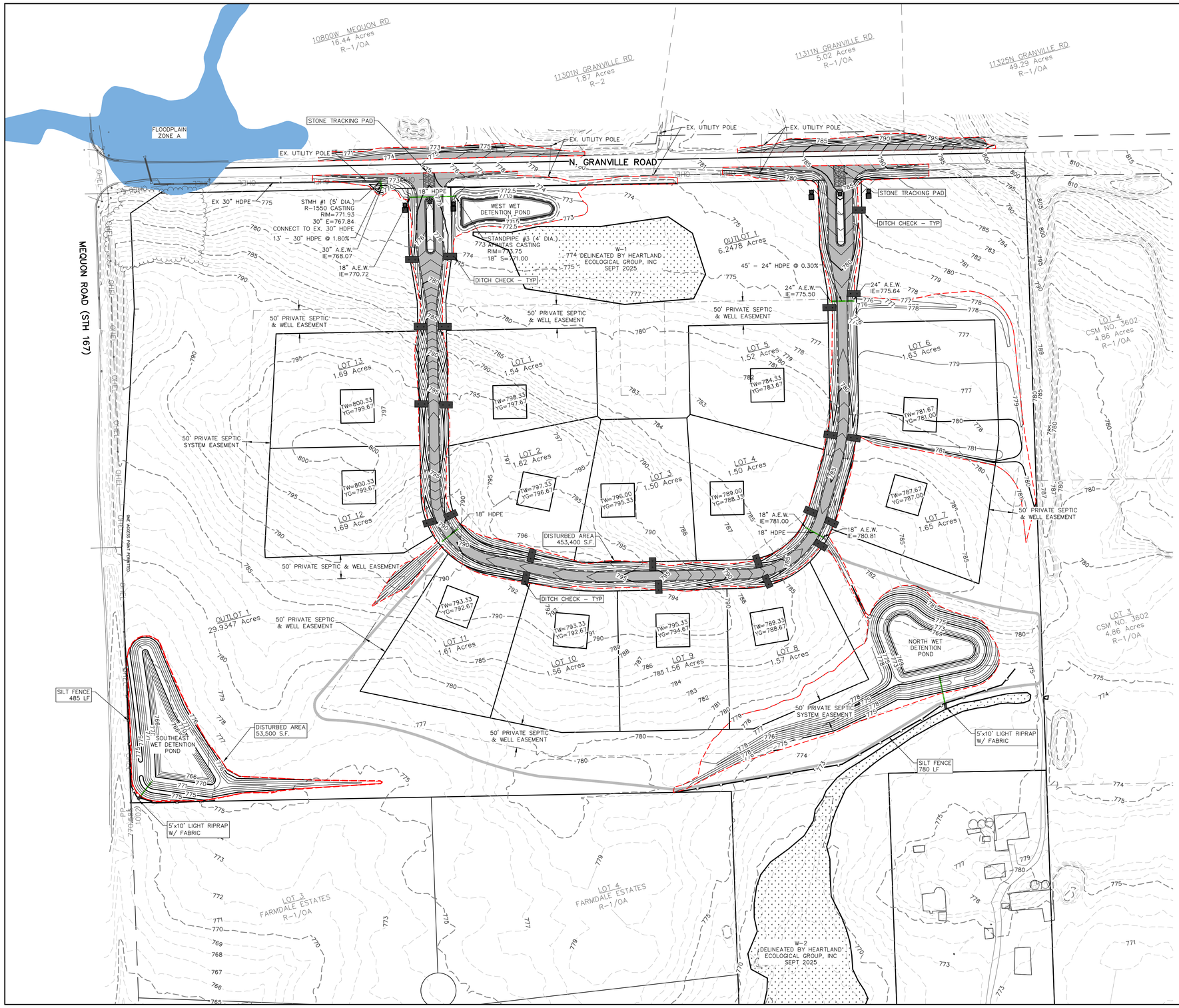
DRAWN BY: **JDR**
DESIGNED BY: **JDR**
CHECKED BY: **KJP**

PLAN DATE: **2/16/2026**

PROJECT NO: **\BO-14-25**

SUBMITTAL

SHEET NO:
C1.02



DIGGERS HOTLINE

Dial 811 or (800)242-8511

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0 100 200

LEGEND:

936	– EXISTING MINOR CONTOUR.
935	– EXISTING MAJOR CONTOUR.
936	– PROPOSED MINOR CONTOUR.
935	– PROPOSED MAJOR CONTOUR.
EX 934.23	– EXISTING SPOT ELEVATION.
934.23	– PROPOSED CURB FLANGE ELEVATION.
TC 934.23	– PROPOSED TOP OF CURB ELEVATION.
SW 934.23	– PROPOSED SIDEWALK ELEVATION.
EP 934.23	– PROPOSED EDGE OF PAVEMENT ELEVATION.
EXP 934.23	– PROPOSED BUILDING EXPOSURE ELEVATION.
FFE 934.23	– PROPOSED BUILDING FIRST FLOOR ELEVATION.
	– PROPOSED STORM SEWER.
	– EXISTING STORM SEWER.
	– INSTALL WISDOT TYPE D INLET PROTECTION.
	– INSTALL SILT FENCE.
	– INSTALL DITCH CHECK.
	– DRAINAGE ARROW.

STAGES OF CONSTRUCTION TIME SCHEDULE:

APRIL 15, 2026

1. INSTALL SITE SILT FENCE, INLET PROTECTION AND TEMPORARY CONSTRUCTION ENTRANCES AS SHOWN ON PLANS. ANY ADDITIONAL CONSTRUCTION ENTRANCES IF APPROVED BY THE CITY OF MEQUON SHALL HAVE A TRACKING PAD.

APRIL 16, 2026 – SEPTEMBER 1, 2026

2. STRIP TOPSOIL WITHIN THE LIMITS OF THE WET DETENTION PONDS AND CONSTRUCT A TEMPORARY STOCKPILE, TO BE SEEDED AND SILT FENCE PLACED AROUND THE PERIMETER.
3. CONSTRUCT BOTH WET DETENTION PONDS. ALL GRADING SHALL DIRECT ALL RUN-OFF TO THE WET DETENTION PONDS THROUGHOUT THE CONSTRUCTION PROCESS.
4. STRIP REMAINING TOPSOIL WITHIN GRADING LIMITS AND CONSTRUCT TEMPORARY TOPSOIL STOCKPILE LOCATION ACCORDING TO "SPECIFICATIONS FOR GRADING & EROSION CONTROL" ON "CONSTRUCTION NOTES PAGE".
5. BEGIN PROPOSED SITE GRADING – RESEED SECTIONS OF PROJECT THROUGHOUT THE GRADING PROCESS TO MINIMIZE RUN-OFF.
6. START CONSTRUCTION OF UTILITIES: STORM SEWER.
7. CONSTRUCT BUILDING PADS AND BUILDINGS.
8. CONTINUE SITE GRADING.
9. INSTALL BASE COURSES, PROPOSED PAVEMENTS
10. INSTALL LANDSCAPING.
11. APPLY FINAL STABILIZATION TO ENTIRE SITE.

SEPTEMBER 2 – 15, 2026

ALL PERMANENT SEEDING SHALL BE COMPLETED BY SEPTEMBER 15. ALL TEMPORARY SEEDING SHALL BE COMPLETED BY OCTOBER 15 (REFER TO DNR STANDARD 1059.)

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

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

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

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

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

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
GRADING & EROSION CONTROL PLAN

DRAWN BY: **JDR**

DESIGNED BY: **JDR**

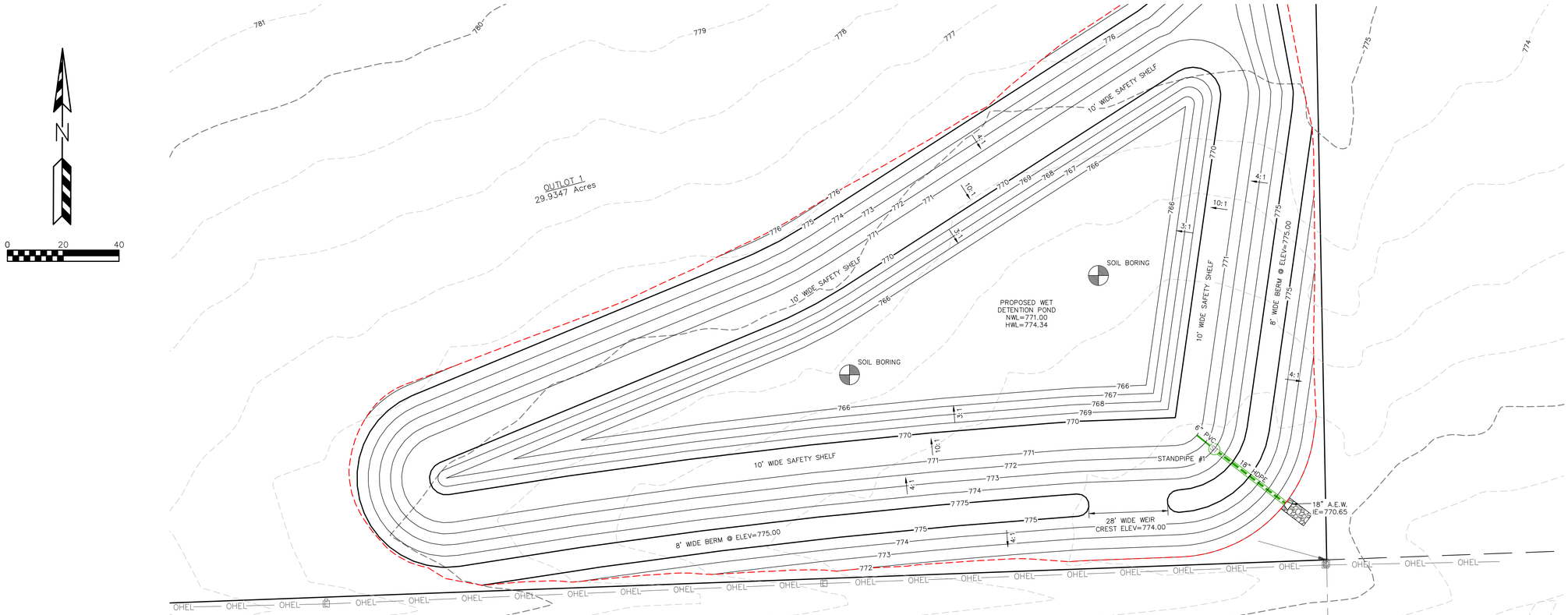
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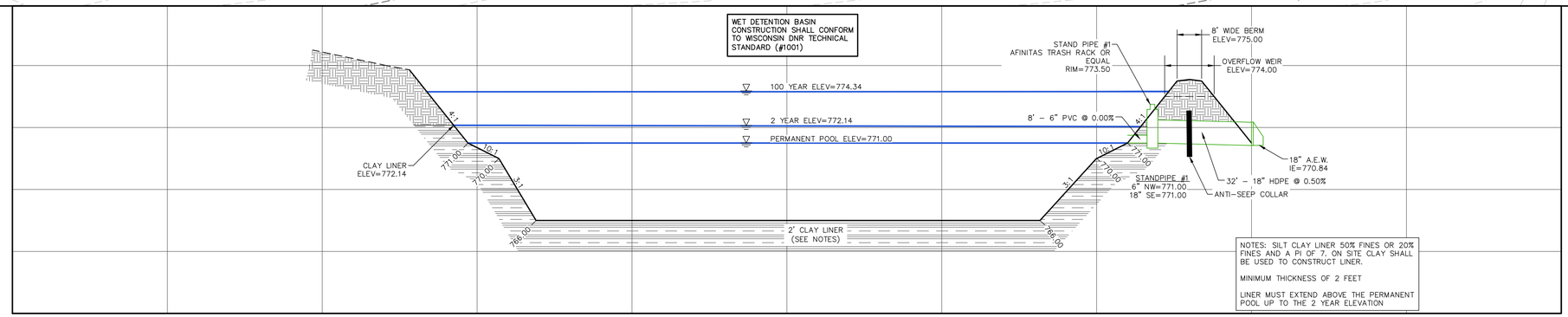
PLAN DATE: **2/16/2026**

PROJECT NO: **\BO-14-25**

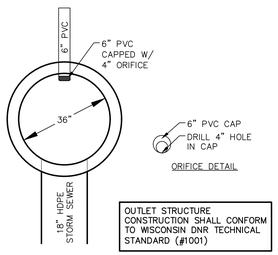
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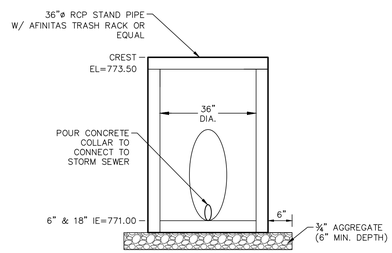
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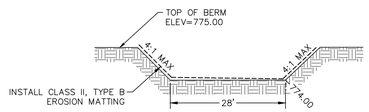


WET DETENTION POND CROSS SECTION

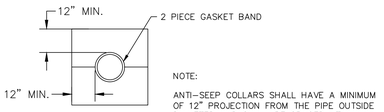




STAND PIPE DETAIL



OVERFLOW WEIR CROSS SECTION



ANTI–SEEP COLLAR DETAIL

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
SOUTHEAST POND PLAN

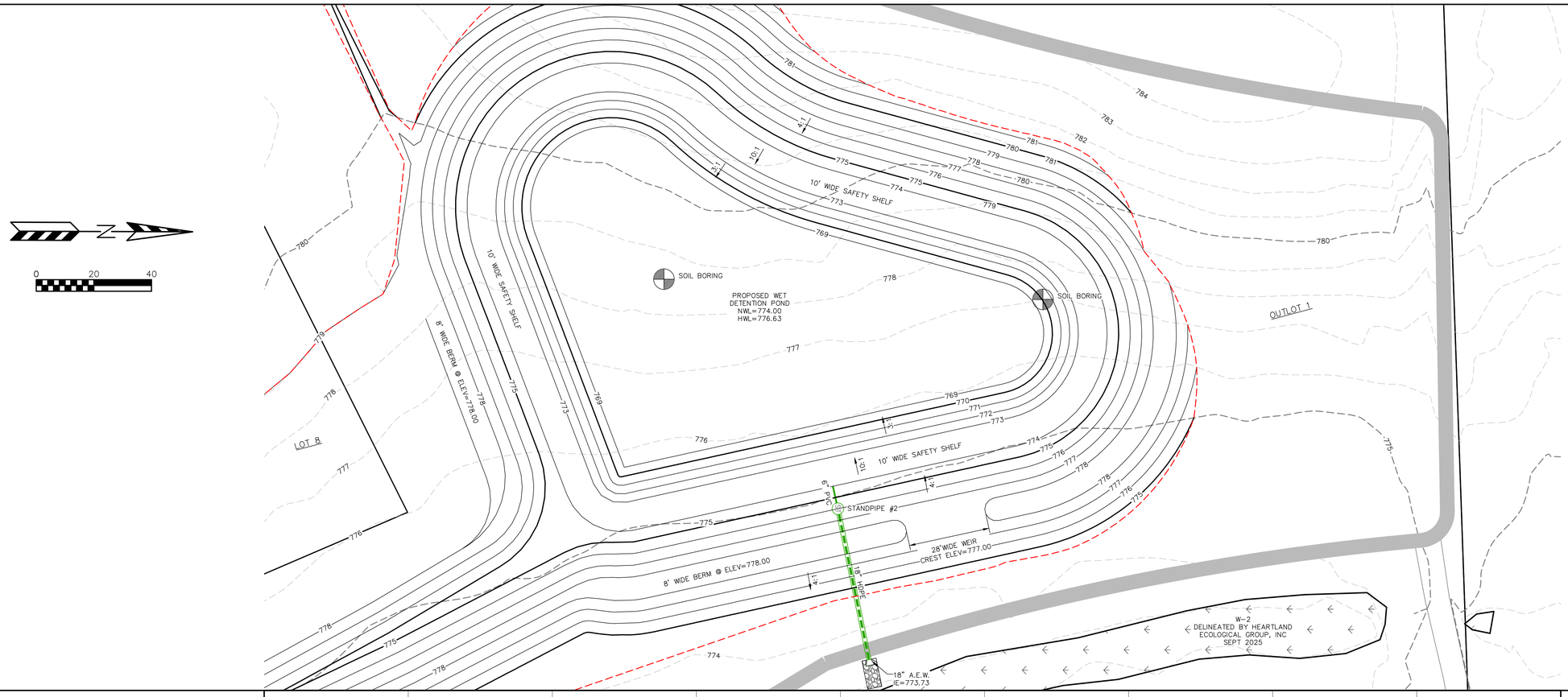
DRAWN BY: **JDR**
DESIGNED BY: **JDR**
CHECKED BY: **KJP**

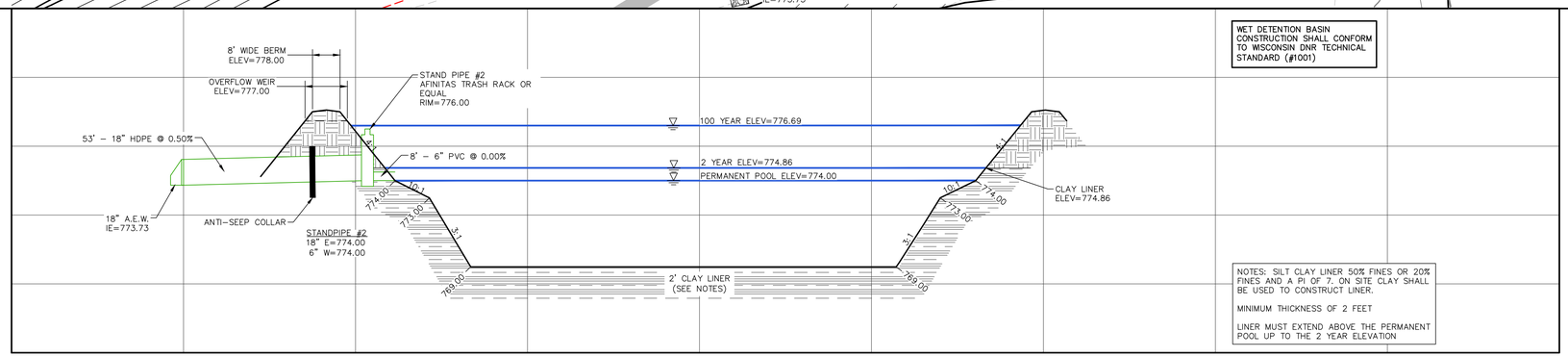
PLAN DATE: **2/16/2026**

PROJECT NO: **\BO-14-25**

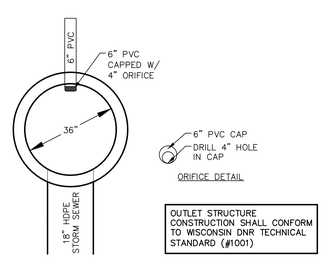
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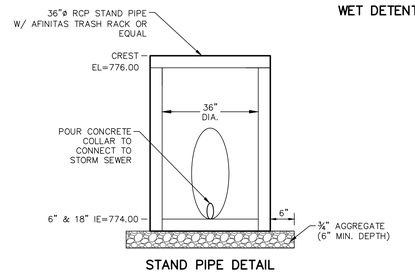
SHEET NO:
C1.04



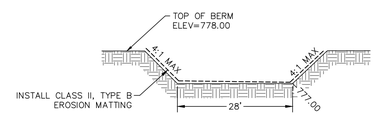


WET DETENTION POND CROSS SECTION

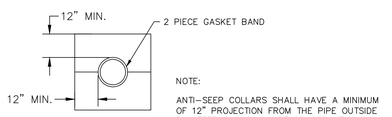




STAND PIPE DETAIL



OVERFLOW WEIR CROSS SECTION



ANTI-SEEP COLLAR DETAIL

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
NORTHEAST POND PLAN

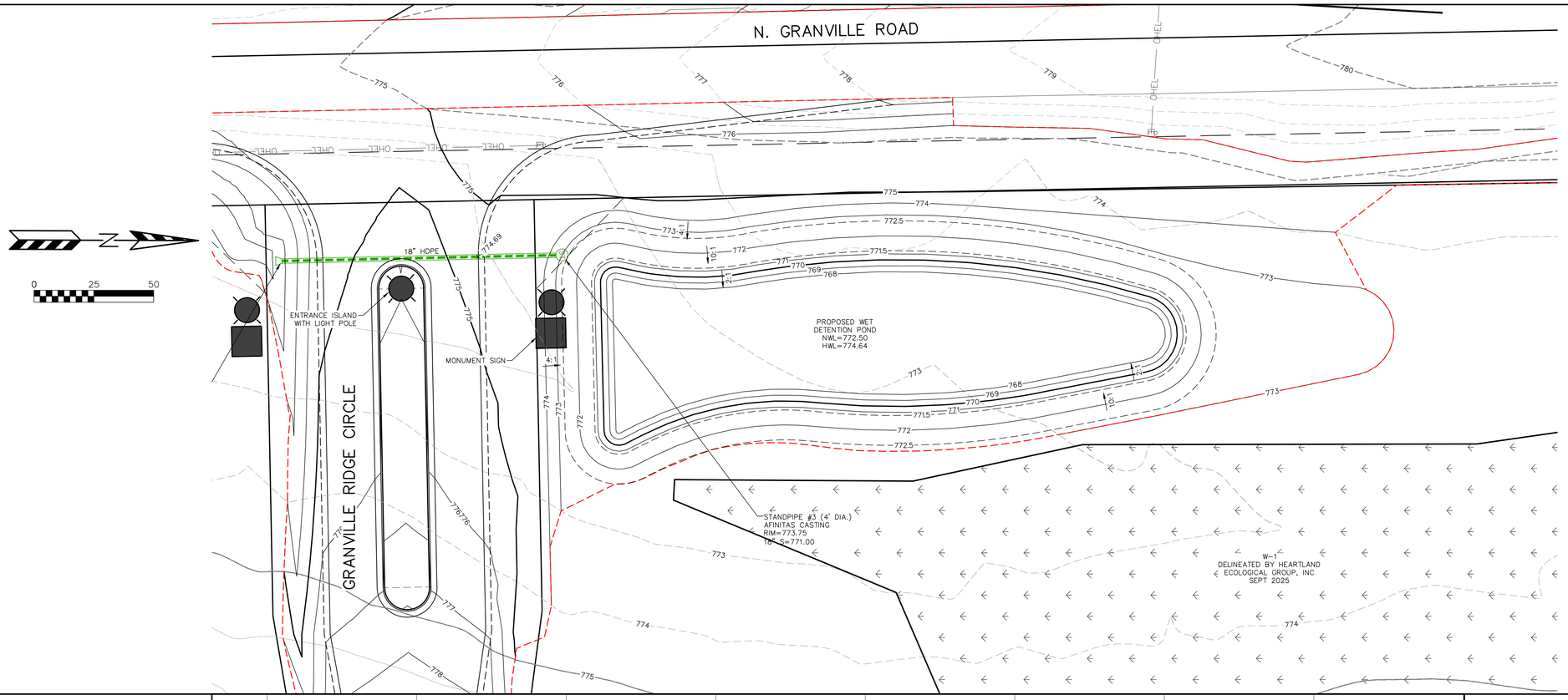
DRAWN BY: **JDR**
DESIGNED BY: **JDR**
CHECKED BY: **KJP**

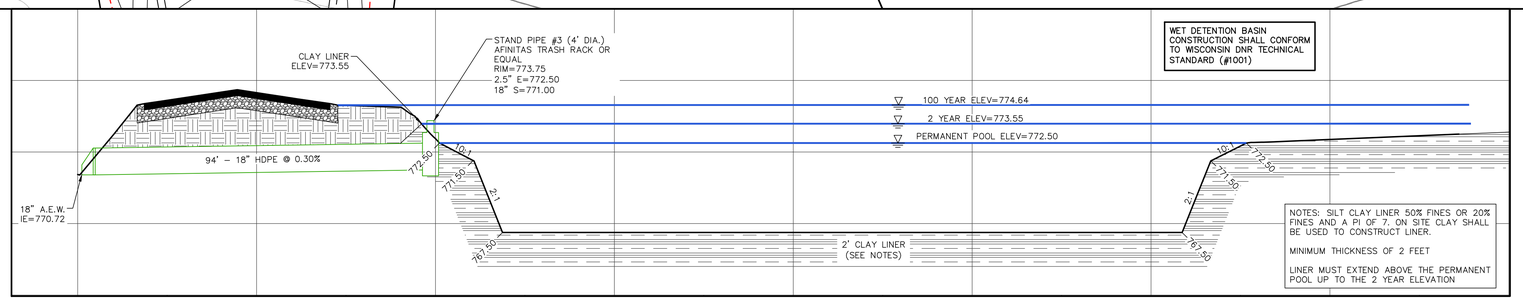
PLAN DATE: **2/16/2026**

PROJECT NO: **\BO-14-25**

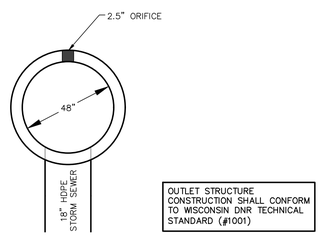
SUBMITTAL

SHEET NO:
C1.05

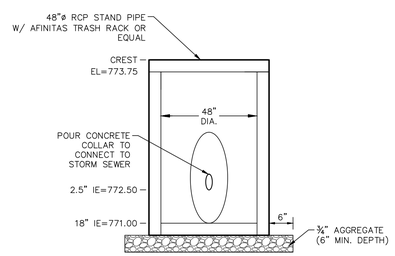




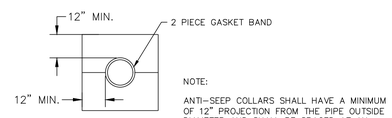
WET DETENTION POND CROSS SECTION



OUTLET STRUCTURE CONSTRUCTION SHALL CONFORM TO WISCONSIN DNR TECHNICAL STANDARD (#1001)



STAND PIPE DETAIL



NOTE:

ANTI-SEEP COLLARS SHALL HAVE A MINIMUM OF 12" PROJECTION FROM THE PIPE OUTSIDE DIAMETER AND SHALL BE SPACED AT AN INTERVAL NOT TO EXCEED 12 TIMES THE PROJECTION. COLLARS SHALL NOT BE PLACED CLOSER THAN WITHIN 2" OF A PIPE JOINT.

ANTI-SEEP COLLAR DETAIL

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
WEST POND PLAN

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

PLAN DATE: **2/16/2026**

PROJECT NO: **\BO-14-25**

SUBMITTAL

SHEET NO:
C1.06

PSE PARISH SURVEY & ENGINEERING
122 Wisconsin Street, West Bend, WI 53095 (262) 346-7800

SEE SHEET C3.02 FOR ACCELERATION/ DECELERATION LANE AND BYPASS LANE DETAILS
VISION CORNER
WEST POND
MONUMENT SIGN
OUTLOT 2
LOT 1
MATCH LINE SEE SHEET C2.02
EX. UTILITY POLE (TO BE RELOCATED)
ENTRANCE ISLAND WITH LIGHT POLE
4000'
R10'
105'
-90'
DITCH CENTERLINE
SHOULDER
2' SHOULDER TYP.
HPI 15+62.85 Elev: 797.58
GRANVILLE RIDGE CIRCLE
N. GRANVILLE ROAD
94' - 18" HDPE @ 0.30%
30" VERTICAL CURB SEE SHEET C3.02 FOR DETAIL
18" A.E.W. IE=770.72
MONUMENT SIGN
VISION CORNER
OUTLOT 1
LOT 13
STMH #1 RIM=771.93 30" E=767.84 CONNECT TO EX. 30" HDPE
30" A.E.W. IE=768.07
13' - 30" HDPE @ 1.80%
EX. 30" HDPE
0 20 40

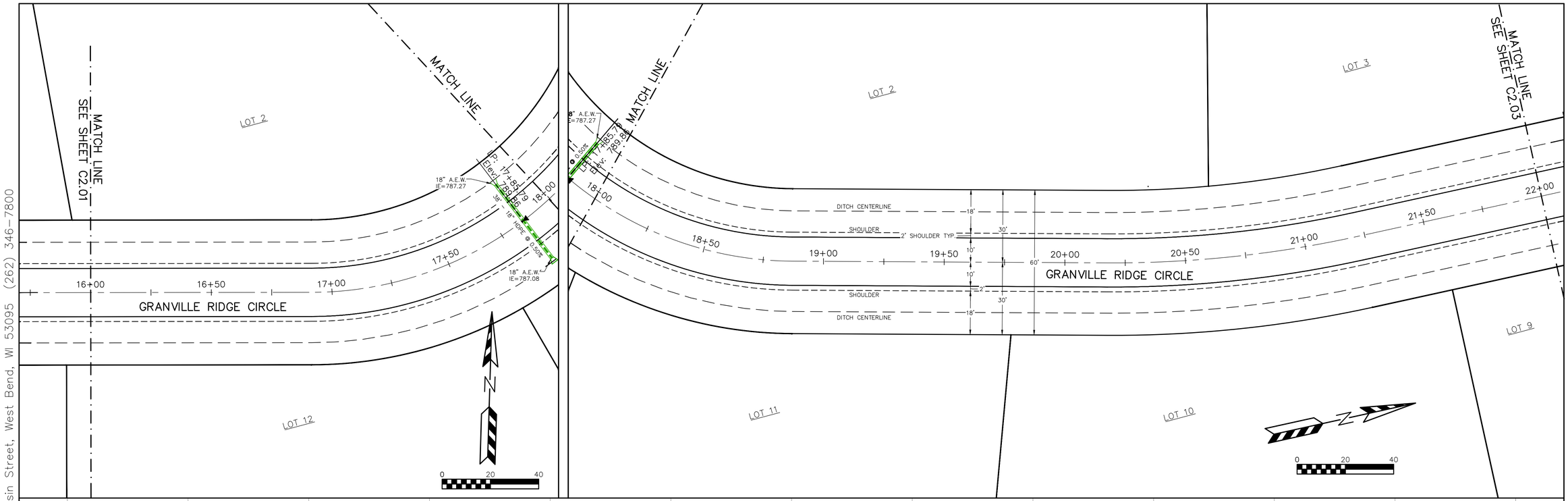
VPI STA. = 15+55.33
VPI EL. = 800.26
g1 = 7.00%
g2 = -5.50%
CURVE LEN = 187.50
K = 15.00

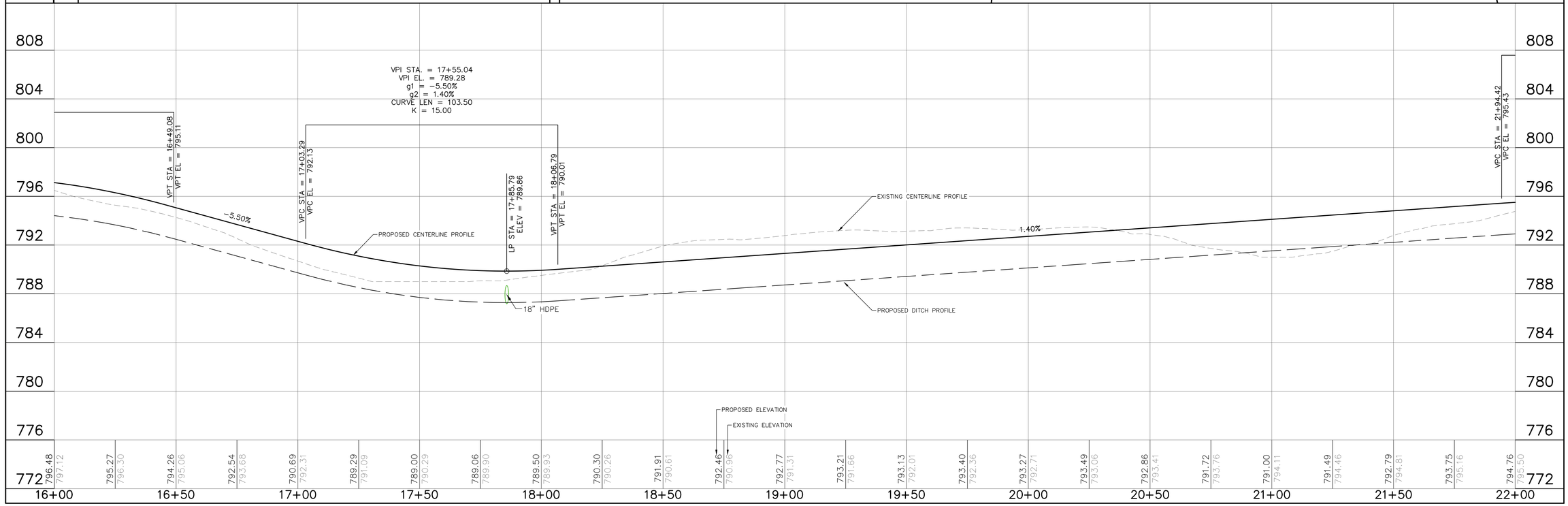
VPI STA. = 11+93.06
VPI EL. = 776.72
g1 = 1.00%
g2 = 6.50%
CURVE LEN = 143.00
K = 26.00

EXISTING CENTERLINE PROFILE
VPC STA = 14+61.58
VPC EL = 793.70
HP STA = 15+66.58
ELEV = 797.38
6.50%
PROPOSED DITCH PROFILE
VPC STA = 11+21.56
VPC EL = 776.00
VPT STA = 12+64.56
VPT EL = 781.37
PROPOSED CENTERLINE PROFILE
GRADE BREAK STA = 10+04.01
ELEV = 775.25
GRADE BREAK STA = 10+18.81
ELEV = 774.83
GRADE BREAK STA = 10+28.88
ELEV = 774.68
GRADE BREAK STA = 10+68.88
ELEV = 775.48
-2.86%
-1.50%
2.00%
1.00%
18" HDPE
PROPOSED ELEVATION
EXISTING ELEVATION

| | | |

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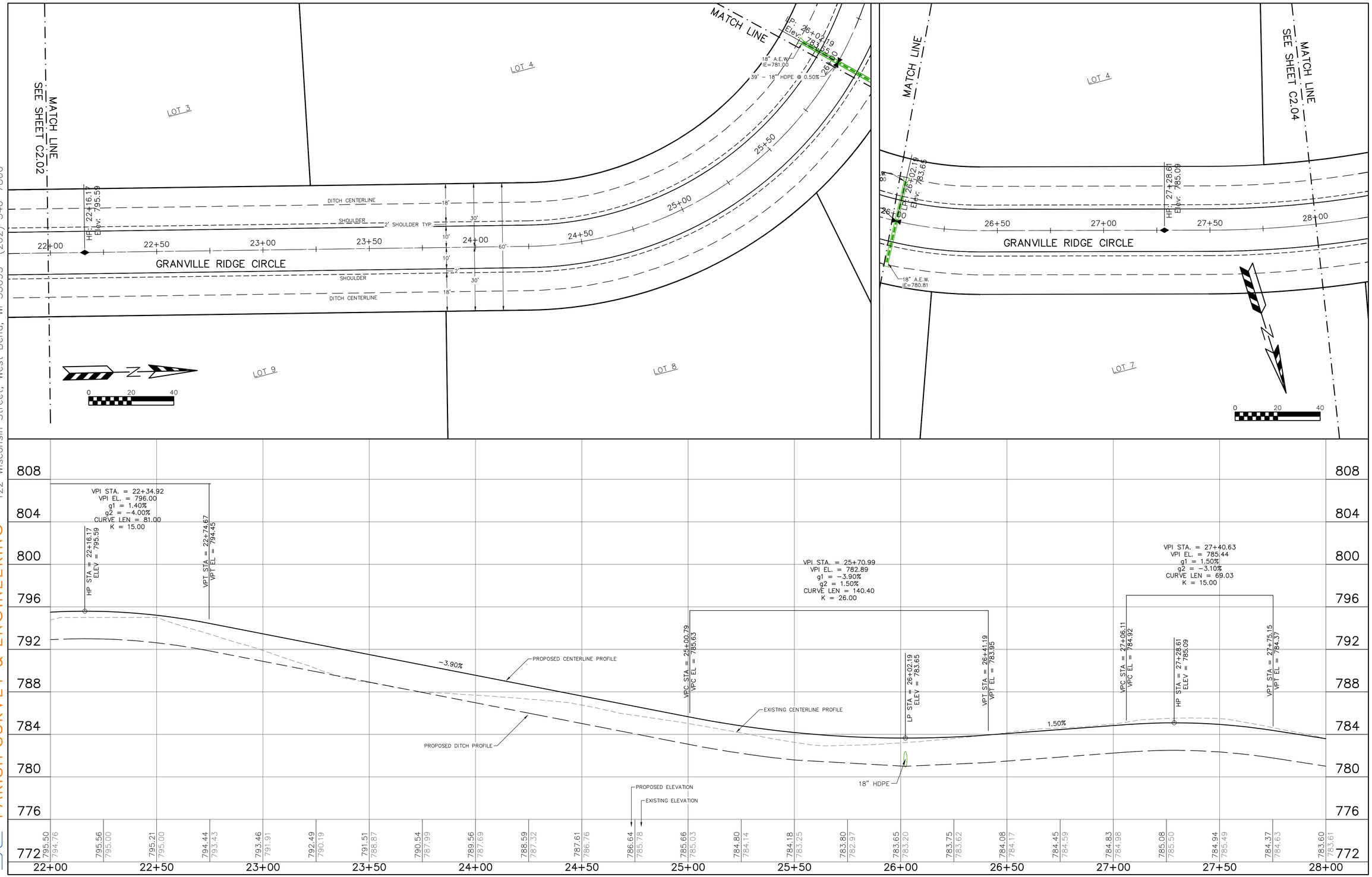




\Projects\BO-14-25\PROPOSED STREET PLAN & PROFILE.DWG

GRANVILLE RIDGE CIRCLE PLAN & PROFILE (STA 16+00-22+00) \BO-14-25\ 2/13/2026 C2.02

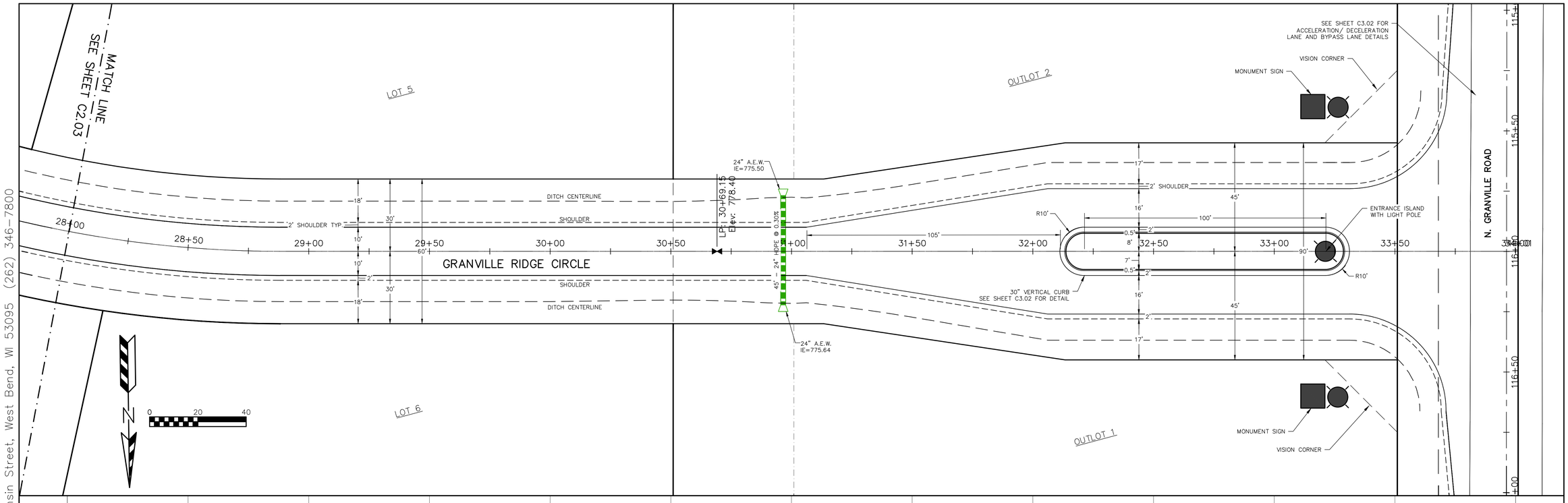
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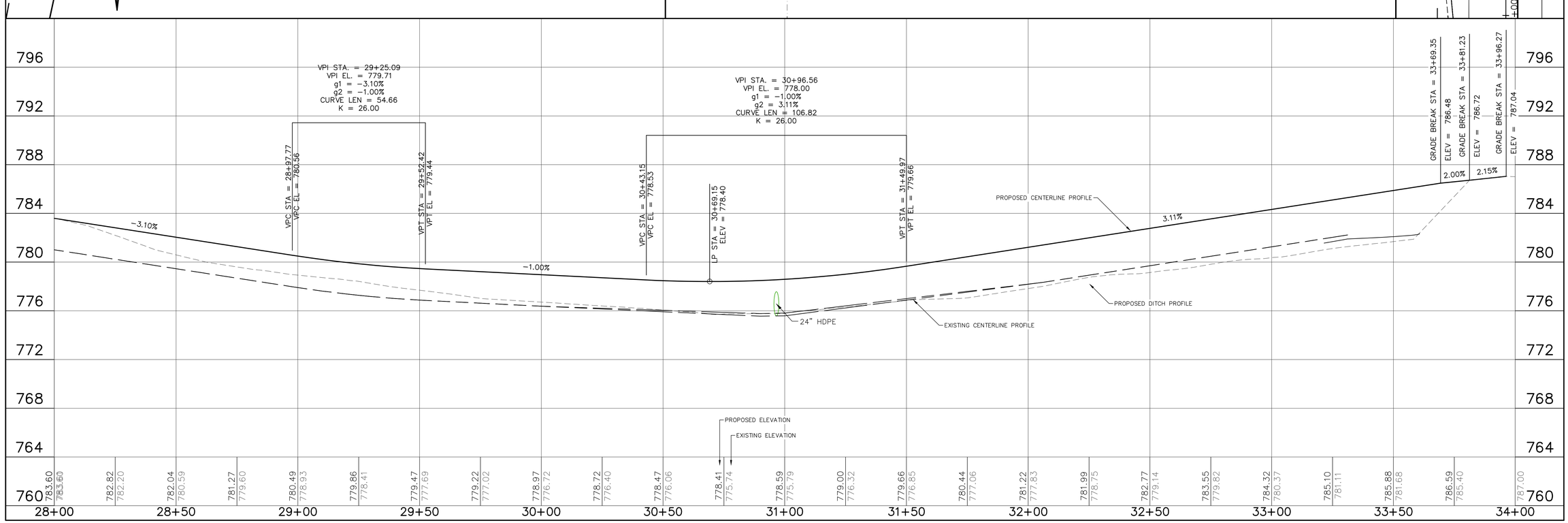


\Projects\BO-14-25\PROPOSED STREET PLAN & PROFILE.DWG

GRANVILLE RIDGE CIRCLE PLAN & PROFILE (STA 22+00-28+00) \BO-14-25\ 2/16/2026 C2.03

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GENERAL SPECIFICATIONS FOR CONSTRUCTION ACTIVITIES:

1. THE PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, THE STANDARD SPECIFICATIONS FOR SEWER & WATER IN WISCONSIN, AND WISCONSIN ADMINISTRATIVE CODE, SPS 360 382–383, AND THE LOCAL ORDINANCES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
3. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY–EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.
4. THE MUNICIPALITY SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF THE PUBLIC PORTIONS OF THE WORK. THE OWNER SHALL HAVE THE RIGHT TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION OF ALL PRIVATE PORTIONS OF THE WORK.
5. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
6. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
7. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL DIGGERS HOTLINE AT 1–800–242–8511 TO NOTIFY THE UTILITIES OF HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
8. SILT FENCE AND OTHER EROSION CONTROL FACILITIES MUST BE INSTALLED PRIOR TO CONSTRUCTION OR ANY OTHER LAND DISTURBING ACTIVITY. FOLLOW THE SEQUENCE OF CONSTRUCTION ON THE EROSION CONTROL PLAN FOR MORE DETAILS. INSPECTIONS SHALL BE MADE WEEKLY OR AFTER EVERY RAINFALL OF 0.5" OR MORE. REPAIRS SHALL BE MADE IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EROSION CONTROL FACILITIES ONCE THE THREAT OF EROSION HAS PASSED WITH THE APPROVAL OF THE GOVERNING AGENCY.
9. ANY ADJACENT PROPERTIES OR ROAD RIGHT–OF–WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR.
10. TRASH AND DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THIS SITE AND THE SITE SHALL BE CLEAN UPON COMPLETION OF WORK.
11. THE OWNER SHALL HAVE THE RIGHT TO HAVE ALL MATERIALS USED IN CONSTRUCTION TESTED FOR COMPLIANCE WITH THESE SPECIFICATIONS.

SPECIFICATIONS FOR GRADING & EROSION CONTROL:

1. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING AND FOR ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT. CONTRACTOR SHALL NOTIFY OWNER OF THE NEED TO IMPORT OR HAUL OFF SOIL. ON–SITE LOCATIONS SUITABLE FOR BORROW OR FILL MAY BE PRESENT. COORDINATE WITH OWNER.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. A GEOTECHNICAL REPORT MAY BE AVAILABLE FROM THE OWNER.
3. SITE SHALL BE CLEARED TO THE LIMITS SHOWN ON THE PLANS. REMOVE VEGETATION FROM THE SITE BURNING IS NOT PERMITTED. PROTECT TREES AND OTHER FEATURES FROM DAMAGE WITH FENCING.
4. THE GEOTECHNICAL ENGINEER IS RESPONSIBLE FOR VERIFYING COMPACTION AND FILL PLACEMENT IN THE FIELD. THE GEOTECHNICAL ENGINEER MAY SUPERCEDE THESE SPECIFICATIONS IF THERE IS GOOD CAUSE TO DO SO. AN EXPLANATION MUST BE SUBMITTED TO THE ENGINEER IN WRITING BEFORE ANY DEVIATIONS ARE MADE.
5. IF NO GEOTECHNICAL RECOMMENDATION IS AVAILABLE, THEN THE FOLLOWING SPECIFICATIONS SHALL APPLY. ALL FILL SHALL BE CONSIDERED STRUCTURAL FILL AND SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING: THE COMPACTED FILL SUBGRADE SHALL CONSIST OF AND SHALL BE UNDERLAIN BY SUITABLE BEARING MATERIALS, FREE OF ALL ORGANIC, FROZEN OR OTHER DELETERIOUS MATERIAL AND INSPECTED AND APPROVED BY THE RESIDENT GEOTECHNICAL ENGINEER.PREPARATION OF THE SUBGRADE, AFTER STRIPPING, SHALL CONSIST OF PROOF–ROLLING TO DETECT UNSTABLE AREAS THAT MIGHT BE UNDERCUT, AND COMPACTING THE SCARIFIED SURFACE TO THE SAME MINIMUM DENSITY INDICATED BELOW.THE COMPACTED FILL MATERIALS SHALL BE FREE OF ANY DELETERIOUS, ORGANIC OR FROZEN MATTER AND SHALL HAVE A MAXIMUM LIQUID LIMIT (ASTM–D–423) AND PLASTICITY INDEX (ASTM D–424) IF 30 AND 10 RESPECTFULLY, UNLESS SPECIFICALLY TESTED AND FOUND TO HAVE LOW EXPANSIVE PROPERTIES AND APPROVED BY AN EXPERIENCED SOILS ENGINEER. THE TOP TWELVE (12") INCHES OF COMPACTED FILL SHOULD HAVE A MAXIMUM THREE (3") INCH PARTICLE DIAMETER AND ALL UNDERLYING COMPACTED FILL A MAXIMUM SIX (6") INCH PARTICLE DIAMETER UNLESS SPECIFICALLY APPROVED BY AN EXPERIENCED SOILS ENGINEER. ALL FILL MATERIAL MUST BE TESTED AND APPROVED UNDER THE DIRECTION AND SUPERVISION OF AN EXPERIENCED SOILS ENGINEER PRIOR TO PLACEMENT, IF THE FILL IS TO PROVIDE NON–FROST SUSCEPTIBLE CHARACTERISTICS, IT MUST BE CLASSIFIED AS A CLEAN GW, GP, SW, OR SP PER UNITED SOIL CLASSIFICATION SYSTEM(ASTM D–2487). FOR STRUCTURAL FILL THE DENSITY OF THE STRUCTURAL COMPACTED FILL AND SCARIFIED SUBGRADE AND GRADES SHALL NOT BE LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR (ASTM D–698) WITH THE EXCEPTION TO THE TOP 12 INCHES OF PAVEMENT SUBGRADE WHICH SHALL A MINIMUM IN–SITU DENSITY OF 100 PERCENT OF THE MAXIMUM DRY DENSITY, OR 5 PERCENT HIGHER THAN UNDERLYING FILL MATERIALS.THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN –1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY APPROVED BY THE SOILS ENGINEER TAKING INTO CONSIDERATION THE TYPE OF MATERIALS AND COMPACTION EQUIPMENT BEING USED. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION. MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON THE FILL AND PERMITTED TO DRY. DISCING,HARROWING OR PULVERIZING MAY BE NECESSARY TO REDUCE THE MOISTURE CONTENT TO A SATISFACTORY VALUE, AFTER WHICH IT SHALL BE COMPACTED. THE FINISHED SUBGRADE AREAS OF THE SITE SHALL BE COMPACTED TO 100 PERCENT OF THE STANDARD PROCTOR (ASTM D–398) MAXIMUM DENSITY.
6. NO FILL SHALL BE PLACED ON A WET OR SOFT SUBGRADE THE SUBGRADE SHALL BE PROOF–ROLLED AND INSPECTED BY THE GEOTECHNICAL ENGINEER BEFORE ANY MATERIAL IS PLACED.
7. SUBGRADE TOLERANCES ARE +/– 1" FOR LANDSCAPE AREAS AND +/– ½" FOR ALL PAVEMENT AND BUILDING AREAS.
8. TOPSOIL SHALL BE FREE OF DELETERIOUS MATERIALS, ROOTS, OLD VEGETATION, ROCKS OVER 2" DIAMETER AND SHALL NOT BE EXCESSIVELY CLAYEY IN NATURE. NO CLUMPS LARGER THAN 4" ARE ACCEPTABLE. TOPSOIL MAY BE AMENDED AS NEEDED WITH SAND OR COMPOST TO BE LOOSE WHEN SPREAD.
9. THE CONTRACTOR SHALL MAINTAIN SITE DRAINAGE THROUGHOUT CONSTRUCTION. THIS MAY INCLUDE THE EXCAVATION OF TEMPORARY DITCHED OR PUMPING TO ALLEVIATE WATER PONDING. ANY DEWATERING SHALL NOT GO DIRECTLY TO STREAMS, CREEKS, WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS WITHOUT BEING TREATED FIRST. A DIRT BAG OR OTHER DEWATERING TREATMENT DEVICE MAY BE USED TO CAPTURE SEDIMENT FROM THE PUMPED WATER.
10. THE STONE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION. THE TRACKING PAD IS TO BE MAINTAINED BY THE CONTRACTOR IN A CONDITION, WHICH WILL PREVENT THE TRACK OF MUD OR DRY SEDIMENT ONTO THE ADJACENT PUBLIC STREETS. SEDIMENT REACHING THE PUBLIC ROAD SHALL BE REMOVED BY STREET CLEANING (NOT HYDRAULIC FLUSHING) BEFORE THE END OF EACH WORKDAY.
11. SOIL STOCKPILES SHALL BE LOCATED A MINIMUM OF 75 FEET FROM LAKES, STREAMS, WETLANDS, DITCHES, DRAINAGE WAYS, CURBS AND GUTTERS OR OTHER STORMWATER CONVEYANCE SYSTEM, UNLESS OTHERWISE APPROVED BY THE ENGINEER. MEASURES SHALL BE TAKEN TO MINIMIZE EROSION AND RUNOFF FROM ANY SOIL STOCKPILES THAT WILL LIKELY REMAIN FOR MORE THAN FIVE WORKING DAYS. ANY STOCKPILE THAT REMAINS FOR MORE THAN 30 DAYS SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING.
12. EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO GRADING OPERATIONS AND SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS ESTABLISHED. ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF A 0.5 INCH RAIN EVENT. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS.
13. CUT AND FILL SLOPES SHALL BE NO GREATER THAN 3:1.
14. EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE OF THIS PROJECT. EROSION CONTROL MEASURES AS SHOWN SHALL BE THE MINIMUM PRECAUTIONS THAT WILL BE ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND CORRECTING ALL EROSION CONTROL PROBLEMS THAT ARE A RESULT OF CONSTRUCTION ACTIVITIES. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE DEVELOPER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.
15. ALL DISTURBED SLOPES OF 4:1 OR GREATER AND DRAINAGE SWALES SHALL BE STABILIZED WITH CURLEX EROSION CONTROL FABRIC (INSTALL PER MANUFACTURER'S SPECIFICATIONS).

SPECIFICATIONS FOR PRIVATE UTILITIES:

1. EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE.BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION SHALL EXCAVATE EACH EXISTING LATERAL OR POINT OF CONNECTION AND VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY EXISTING UTILITIES ARE NOT AS SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR POSSIBLE REDESIGN. CONTRACTOR SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY CONSTRUCTION.
2. CONTRACTOR SHALL NOT SHUT OFF WATER OR PLUG SANITARY SEWER IN MUNICIPAL LINES WITHOUT PRIOR APPROVAL.
3. MATERIALS FOR STORM SEWER SHALL BE AS FOLLOWS: STORM SEWER PIPE 48" OR LESS SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED PIPE WITH AN INTEGRALLY FORMED SMOOTH WATERWAY SUCH AS ADS N–12. FOR PIPE 10" OR LESS IN DIAMETER, PVC, ASTM D–3034, SDR–26, MAY ALSO BE USED. WHERE SPECIFICALLY REQUIRED, REINFORCED CONCRETE PIPE (RCP), ASTM C–76, CLASS III OR HIGHER, MAY BE USED. TRENCH SECTION SHALL BE CLASS "B" FOR PVC AND HDPE AND CLASS "C" FOR CONCRETE (PER STANDARD SPECIFICATIONS). MANHOLES, INLETS AND CATCH BASINS SHALL BE PRE CAST REINFORCED CONCRETE, ASTM C–478. CASTINGS SHALL BE HEAVY DUTY CAST IRON. AREA DRAINS SHALL BE ADSNYLOPLAST OR EQUIVALENT AND SHALL BE A MINIMUM OF 24" IN DIAMETER. CONNECTIONS TO EXISTING PIPES SHALL BE MADE WITH INSERT A WYE OR EQUIVALENT. LAST (3) THREE JOINTS SHALL BE RESTRAINED WITH RODS. PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M–294, TYPE S.
4. EXTREME CAUTION MUST BE FOLLOWED REGARDING THE COMPACTION OF ALL UTILITY TRENCHES. MECHANICALLY COMPACTED GRANULAR BACKFILL IS REQUIRED UNDER & WITHIN 5 FEET OF ALL PAVEMENT INCLUDING SIDEWALKS. FLOODING OF BACKFILL MATERIAL IS NOT ALLOWED.
5. TRACER WIRE (NO.8 SINGLE STRAND COPPER) AND WARNING TAPE SHALL BE INSTALLED ON ALL UTILITIES IN ACCORDANCE WITH THE LOCAL AND STATE CODES. TRACER WIRE SHALL TERMINATE IN A VALVECO TERMINAL BOX AT EACH END IN ACCORDANCE WITH 182.0715(2R) OF STATE STATUTES.
6. ALL UTILITY CONSTRUCTION SHALL BE DONE IN COMPLIANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WSCONSIN (LATEST EDITION AND ADDENDUM) AND ALL STATE AND LOCAL CODES. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
7. ALL STORM SEWER CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE CITY OF MEQUON AND WISCONSIN DSPS STANDARDS.
8. THE LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM THE PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
9. ANY UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL CONTACT THE CITY OF MEQUON PRIOR TO CONNECTING TO THE WATER MAIN.
11. GENERAL CONTRACTOR SHALL COORDINATE WITH LOCAL GAS TELEPHONE, AND ELECTRICAL UTILITIES FOR EXACT LOCATION SIZE AND DEPTH OF NEW SERVICE.
12. ALL WORK WITHIN THE CITY RIGHT–OF–WAY REQUIRES A PERMIT FROM THE CITY OF MEQUON PUBLIC WORKS DEPARTMENT.

SPECIFICATIONS FOR PAVING:

1. AGGREGATES USED IN THE CRUSHED STONE BASE SHALL CONFORM TO THE GRADATION REQUIREMENTS SECTIONS 301.2 AND 305.2.2 OF THE STANDARD SPECIFICATIONS. THICKNESS SHALL BE PER THE DETAIL ON THE PLANS. BASE SHALL BE 1–1/4" INCH DIAMETER LIMESTONE TRAFFIC BOND AGGREGATE BASE COURSE UNLESS NOTED OTHERWISE. SUBSTITUTION AND/OR RECYCLED MATERIALS MAY BE ALLOWED WITH APPROVAL FROM THE OWNER.
2. SUBGRADE SHALL BE PROOFROLLED AND APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF STONE BASE. EXCAVATE UNSUITABLE AREAS AND REPLACE WITH BREAKER RUN STONE AND RECOMPACT. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL SPECIFICATIONS.
3. EXISTING PAVEMENT SHALL BE SAWCUT IN NEAT STRAIGHT LINES TO FULL DEPTH AT ANY POINT WHERE EXISTING PAVEMENT IS REMOVED. CURB AND WALK SHALL BE REMOVED TO THE NEAREST JOINT. REMOVED PAVEMENT SHALL BE REPLACED WITH THE SAME SECTION AS EXISTING. MUNICIPAL STANDARDS MAY REQUIRE ADDITIONAL WORK.
4. ASPHALT FOR PARKING AREAS AND THE PRIVATE ROAD SHALL BE PER THE DETAILS MATERIALS AND PLACEMENT SHALL CONFORM TO THE DOT STANDARD SPECIFICATIONS, SECTION 450 AND 460 LT 58–28 S IS REQUIRED UNLESS NOTED OTHERWISE A COMMERCIAL GRADE MIX MAY BE SUBSTITUTED ONLY WITH APPROVAL FROM THE OWNER.
5. TACK COAT SHALL BE IN ACCORDANCE WITH THE SUBSECTION 455.2.5 OF THE STANDARD SPECIFICATIONS. THE RATE OF APPLICATION SHALL BE 0.05 GAL/SY.
6. CONCRETE FOR CURB, DRIVEWAYS, WALKS, LOADING DOCKS AND NON–FLOOR SLABS SHALL CONFORM TO THE LATEST VERSION OF SECTION 415 OF THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION. CONCRETE SHALL BE GRADE A, ASTM C–94, 6 BAG MIX WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. JOINTING SHALL BE PER SECTION 415.3.7 OF THE STANDARD SPECIFICATIONS WITH CONSTRUCTION JOINTS HAVING A MAXIMUM SPACING OF 10". EXPANSION JOINTS SHALL BE PROVIDED EVERY 50'. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS REQUIRED. LOADING DOCKS SHALL HAVE REINFORCING CONSISTING OF NOVOMESH 950 FIBER MESH OR #4 BARS AT 24" ON CENTER EACH WAY PER SECTION 415.2.2 OF THE STANDARD SPECIFICATIONS.
7. PAVEMENT MARKINGS SHALL BE PAINT IN ACCORDANCE WITH WISCONSIN DOT SECTION 646 OF THE STANDARD SPECIFICATIONS AND WITH LOCAL CODES. THE FOLLOWING ITEMS SHALL BE PAINTED WITH COLORS NOTED BELOW:

   PARKING STALLS: WHITE
   PEDESTRIAN CROSSWALKS: WHITE
   LANE STRIPING WHERE SEPARATING TRAFFIC IS MOVING IN OPPOSITE DIRECTIONS: YELLOW
   LANE STRIPING WHERE SEPARATING TRAFFIC IS MOVING IN SAME DIRECTIONS: WHITE
   ADA SYMBOLS; WHITE

RESTORATION NOTES:

1. ALL DISTURBED AREAS, EXCEPT STREET PAVEMENT AND SIDEWALK AREAS, SHALL RECEIVE A MINIMUM OF FOUR (4) INCHES OF TOPSOIL, FERTILIZER, SEED AND MULCH. RESTORATION WILL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. LAWN AREAS WITH SLOPES GREATER THAN 4:1 SHALL BE SEEDED WITH OLDS "NOMOW" MIX OR EQUAL. ALL OTHER DISTURBED AREAS SHALL BE SEEDED WITH MADISON PARKS MIX OR EQUAL. MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 630 OF D.O.T. SPECIFICATIONS.
2. AN EQUAL AMOUNT OF ANNUAL RYEGRASS SHALL BE ADDED TO THE MIX. SEED MIXTURES SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. FERTILIZER SHALL BE APPLIED AT THE RATE OF FOUR (4) POUNDS PER 1,000 SQUARE FEET. FERTILIZER SHALL MEET THE MINIMUM REQUIREMENTS THAT FOLLOW: NITROGEN, NOT LESS THAN 16%; PHOSPHORIC ACID, NOT LESS THAN 6%; POTASH, NOT LESS THAN 6%.
3. ALL FINISH GRADED AREAS SHALL BE SEEDED AND MULCHED BY SEPTEMBER 15TH. IF THE SITE DOES NOT HAVE FINISH GRADED AREAS COMPLETED BY OCTOBER 15TH, ALL DISTURBED AREAS SHALL BE RESTORED WITH TEMPORARY SEEDING (COVER CROP). AREAS NEEDING PROTECTION DURING PERIODS WHEN PERMANENT SEEDING IS NOT APPLIED SHALL BE SEEDED WITH ANNUAL SPECIES FOR TEMPORARY PROTECTION. SEE TABLE 1 OF THE WISCONSIN DNR CONSERVATION PRACTICE STANDARD 1059, FOR SEEDING RATES OF COMMONLY USED SPECIES. THE RESIDUE FROM THIS CROP MAY EITHER BE INCORPORATED INTO THE SOIL DURING SEEDBED PREPARATION AT THE NEXT PERMANENT SEEDING PERIOD OR LEFT ON THE SOIL SURFACE AND THE PLANTING MADE AS A NO–TILL SEEDING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A SATISFACTORY STAND OF GRASS ON ALL SEEDED AREAS FOR ONE YEAR AFTER THE PROJECT'S FINAL ACCEPTANCE.

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
CONSTRUCTION NOTES

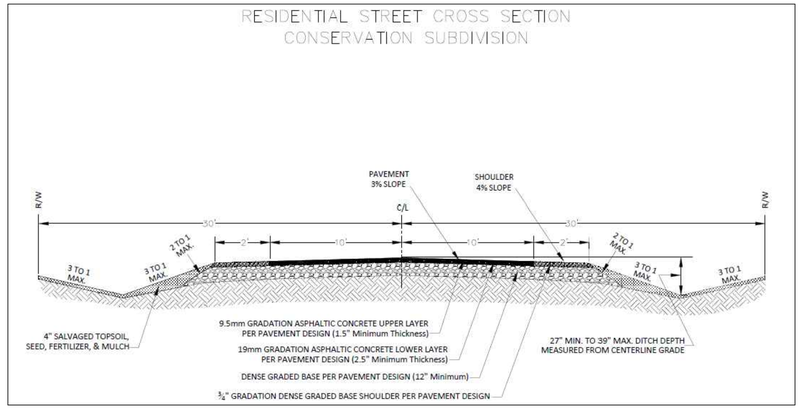
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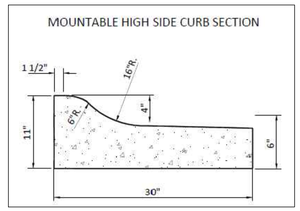
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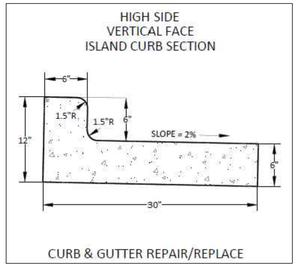
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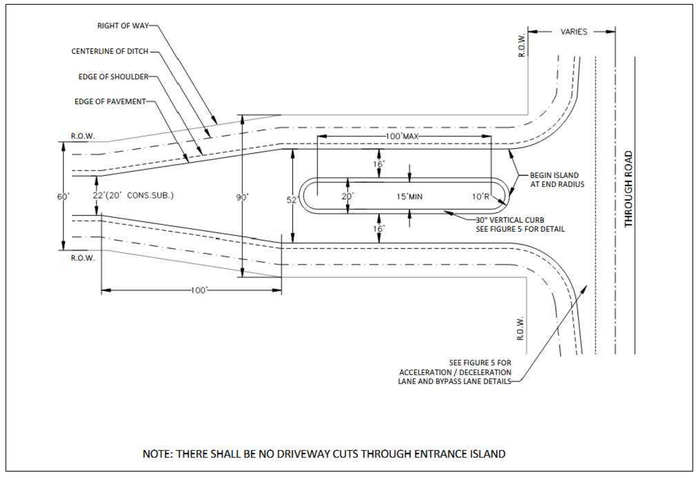
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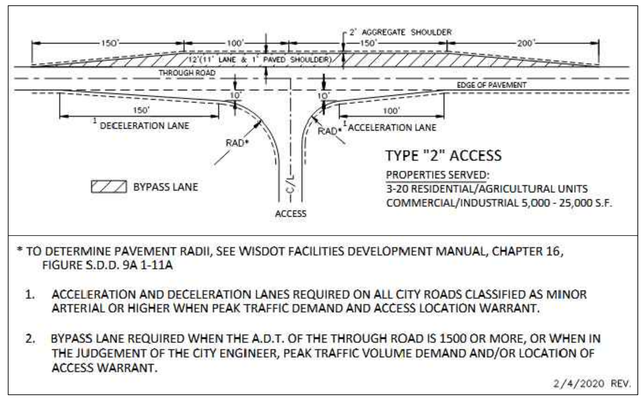








ENTRANCE ISLAND DETAIL



TYPE 2 ACCESS DETAIL

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
STREET DETAILS

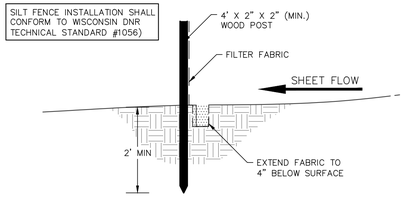
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CHECKED BY: **KJP**

PLAN DATE: **2/13/2026**

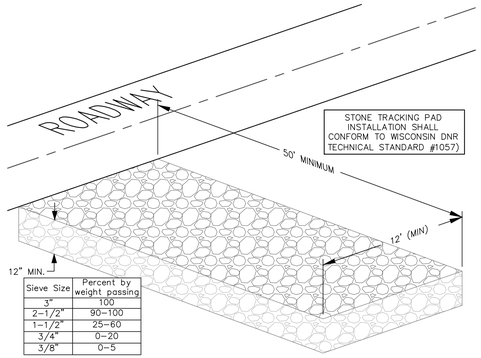
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SUBMITTAL

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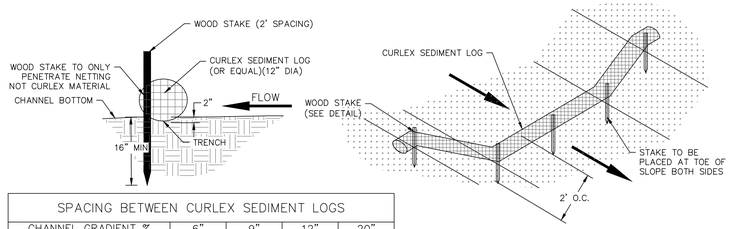


SILT FENCE CONSTRUCTION (SHEET FLOW)



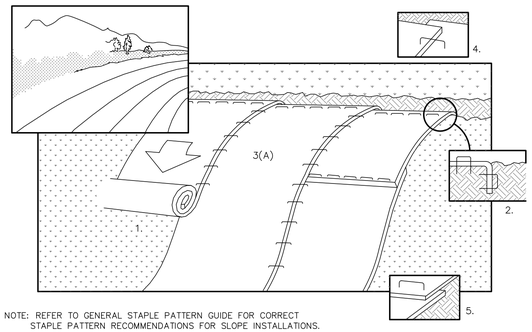
Sieve Size	Percent by weight passing
3"	100
2-1/2"	90-100
1-1/2"	25-60
3/4"	0-20
3/8"	0-5

STONE TRACKING PAD DETAIL



SPACING BETWEEN CURLEX SEDIMENT LOGS				
CHANNEL GRADIENT %	6"	9"	12"	20"
0.5	91.7	136.7	183.3	250.0
1.0	45.8	68.3	91.7	125.0
1.5	30.6	45.6	61.1	83.3
2	22.9	34.2	45.8	62.5

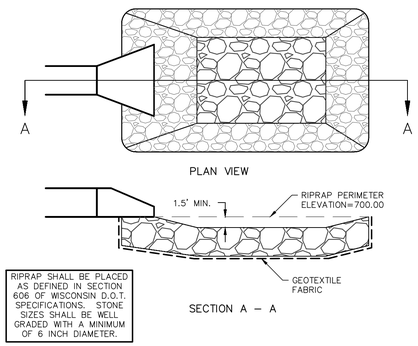
DITCH CHECK DETAIL



NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

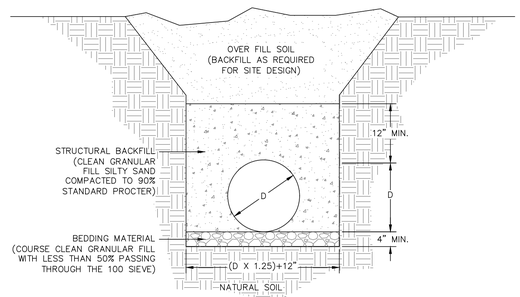
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF FERTILIZER AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
5. WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY
6. ALL BLANKETS MUST BE SECURELY FASTENED TO THE SLOPE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS RECOMMENDED BY THE MANUFACTURER.

EROSION CONTROL MAT – SLOPE INSTALLATION



RIPRAP/STILLING BASIN DETAIL

MAXIMUM PERIOD OF BARE SOIL FOR SLOPES > 20%		
SLOPE AREA DRAINS TO SEDIMENT BASIN OR SEDIMENT TRAP?	MAXIMUM PERIOD OF BARE SOIL EXPOSURE (CALENDAR DAYS)	
	LAND DISTURBANCE BETWEEN SEPTEMBER 16TH AND MAY 1ST	LAND DISTURBANCE BETWEEN MAY 2ND AND SEPTEMBER 15TH
YES	90	90
NO	60	30



HDPE PIPE BEDDING DETAIL

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
GRANVILLE RIDGE
11449N FARMDALE ROAD
MEQUON, WI 53097

PLAN TITLE:
EROSION CONTROL & UTILITY DETAILS

DRAWN BY: **KJP**

DESIGNED BY: **KJP**

CHECKED BY: **KJP**

PLAN DATE: **2/13/2026**

PROJECT NO: **\BO-14-25**

SUBMITTAL

SHEET NO:
C3.03

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

www.ci.mequon.wi.us

PUBLIC WORKS/ENGINEERING

Permit Application for Filling, Excavating and Berms

Engineering Division

PLEASE PRINT CLEARLY

Agent / Contact Name: Fred Bersch Phone #: 414-940-9912

Property Owner Name: Victory Companies / Klug Phone #:

Agent Or Owner Contact Address: 596 W. Bonniwell Rd

Email Address: bonnilake-re@sbcglobal.net

Location Or Address Of Work Site: Granville Ridge Subdivision

Or: Description _____ 1/4 Section _____ T9N, R _____ E

Tax Key No. _____

Subdivision _____ Lot _____ Block _____

Estimated Date Of Completion: 10-1-2020

Reason For Fill/Removal/Excavation Stormwater pond, road grading, road base, lot grading for 13 lot subdivision.

Name Of Contact Other Than Applicant: Phil Morgan @ VCI Phone #:

FEE COMPUTATION

$60.00 – 0 – 250 C.Y.

$120.00 – 251 C.Y. – 1,000 C.Y.

PLAN COMMISSION REVIEW FEE . – > 1,000 C.Y. Total Fee $ 350.00

Total Cubic Yards To Be Deposited/Removed/Excavated 15,000 C.Y.*

** Over 1000 cubic yards and Berms greater than 4½- feet in height requires Planning Commission approval. Separate application to the next available Planning Commission meeting is necessary and review fees will be required upon submittal.*

Per Section 58-674 Erosion and Stormwater Runoff Control ordinance, any land disturbance greater than 4,000 s.f. will require an Erosion Control Permit.

SIGNED: _____ DATE: 2/23/2026

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

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

Haul Route Map Required ☐ *YES* ☐ *NO* ☐ *ATTACHED*

Erosion Control Permit Required ☐ *YES* ☐ *NO*

Department of Community Development Approval _____ *Date*_____

Engineering Division Approval _____ *Date*_____

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Natalie Redding, Planner**
DATE: **March 23, 2026**
SUBJECT: **Groth Design Group for Concordia University - School of Nursing. The applicant is seeking building and site plan amendment to allow for a building addition to the existing School of Nursing for the property located at 12800 N. Lake Shore Drive.**

Background: The applicant is requesting Building and Site Plan Amendment approval to allow for a new nursing school addition to the Concordia University campus located at 12800 N. Lake Shore Drive. The proposed addition is intended to support the continued growth of the university's nursing program by expanding the number of students the institution is able to serve. The project will create additional classroom and laboratory space, allowing the program to accommodate increased enrollment while enhancing the educational facilities available to students and faculty.

Building and Site Plan Amendment:
The building addition is designed in a central location interior to the site. The addition will be constructed within an existing courtyard area on the northeastern side of existing school of nursing facilities. Locating the addition within the courtyard allows the university to expand the building footprint while minimizing impacts to surrounding campus circulation areas and preserving the broader site layout.

The proposed addition is designed to integrate with the existing nursing school facility and the broader architectural character of the campus. The applicant plans to use brick and cast stone, similar to that used on the existing building, to ensure visual continuity throughout the site. The design includes a flat roof design with pronounced horizontal rooflines to add visual interest, as well as large windows to enhance natural light and visually connect the building interior with the surrounding courtyard. An outdoor patio space is also proposed as part of the addition, located within the courtyard area adjacent to the building addition. This space will provide an area for students and faculty to gather, adding to the collaborative spaces available on campus and enhancing the usability of the courtyard environment.

Per the submitted floor plans, the proposed addition will include additional classrooms and laboratory space designed for nursing instruction and hands-on training. The addition will also include a student and faculty lounge area, conference rooms, exam rooms, and storage areas, all

intended to support instructional activities and program administration.

Per the IPS zoning code, the Floor Area Ratio (FAR) for the site shall not exceed 30 percent. The proposed addition will increase the site's FAR slightly from 27.04 to 27.51 percent, which remains compliant with the City of Mequon Code. The addition is proposed at 33 feet 10 inches in height, and is thus compliant with the IPS code requirement of a maximum building height of 42 feet. The addition is similarly compliant with the setback and offset requirements per the city zoning code.

Landscaping and Lighting
At this time, the applicant has not submitted a formal landscaping or lighting plan. The applicant has indicated that landscaping additions will be made, however, they are expected to be minimal given that the proposed building addition is located within an existing courtyard that is already well landscaped.

The applicant has indicated that there are a number of additional proposed light fixtures. These lights are intended to enhance egress from the building addition and provide appropriate illumination for the proposed patio area within the courtyard. As a condition of approval, staff will require that both a landscaping plan and a photometric lighting plan with cutsheets be submitted for staff review and approval prior to the issuance of building permits.

Engineering Report:

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

Access to the Concordia University of Wisconsin campus is provided through two roadway connections, one onto Highland Road and a second onto North Lake Shore Drive. As a condition of a previous approval, the driveway onto Highland Road is restricted to right turns only and the driveway onto North Lake Shore Drive is restricted to left turns only in an effort to direct through traffic to use Port Washington Road, as opposed to Lake Shore Drive. The construction of the building itself does not generate any additional traffic and will serve the students of the existing enrollment on site. The site plan proposes no new parking spaces. No modifications to access are proposed.

As a condition of approval, the applicant shall provide documentation of the proposed haul route and a road bond to ensure that any damage attributed to construction traffic is repaired prior to occupancy. In addition, the haul route and all construction traffic shall be restricted to Port Washington Road to Highland Road to the appropriate driveway. The applicant shall provide a traffic control/signage plan which includes signing on Lake Shore Drive at Mequon Road and Pioneer Road prohibiting construction traffic from using those sections of roads.

The Wisconsin DNR surface water data viewer and aerial photos were used to confirm that wetlands are potentially present on the parcel. The wetlands indicators are significantly outside the proposed work area and would not require a wetland delineation.

The site is located within the City's sewer service area and connection to the public sewer utility is required. Water connection shall conform to the Mequon Water Utility Water Connection

Policy. The existing site is served by public sewer and water. If connecting to the public utilities, the applicant shall provide calculations that show that the interior system and force main are sized appropriately for the additional flow.

The new addition adds approximately 0.374 acres (16,300 square feet) of impervious surface according to the plans. A Stormwater Management Plan (SWMP) for the Concordia campus was approved in 2018 with the addition of the Business Building. The applicant must provide a signed and stamped memo from a licensed professional engineer that the site will still conform to applicable storm water management requirements after the proposed building addition. Alternatively, the stormwater management plan must be amended if any changes to existing or additional Best Management Practices (BMPs) are needed to conform to storm water management requirements. Any future increases of new impervious surface may trigger the requirement to provide additional stormwater management to meet the current City of Mequon, WDNR and MMSD criteria.

If the site stormwater management plan (SWMP) must be amended to comply with city ordinances and MMSD Chapter 13, a drainage financial guarantee will be required. A storm water maintenance and easement agreement must be in place for all BMPs. An accurate calculation of added impervious surface must be submitted with the site plans and SWMP.

A filling, excavation, and berms is required. The total amount of filling and excavation is anticipated to be less than 1,000 cubic yards. The permit is required prior to the issuance of a building permit.

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

Staff Recommendation

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

1. Staff review and approval of final plans prior to issuance of permit. The applicant shall submit such plans within 180 of Planning Commission action, or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees.
2. A landscaping plan shall be submitted for staff review and approval prior to the issuance of building permits.
3. A landscaping escrow equal to 125% of the improvement costs for installation of landscaping by a licensed contractor and an escrow equal to 25% of the landscape contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the applicant.
4. A photometric lighting plan shall be submitted for staff review and approval prior to issuance of building permits.
5. Engineering Division review and approval of the individual grading, drainage, erosion control, water distribution and sanitary sewer plans in conformance to City ordinances

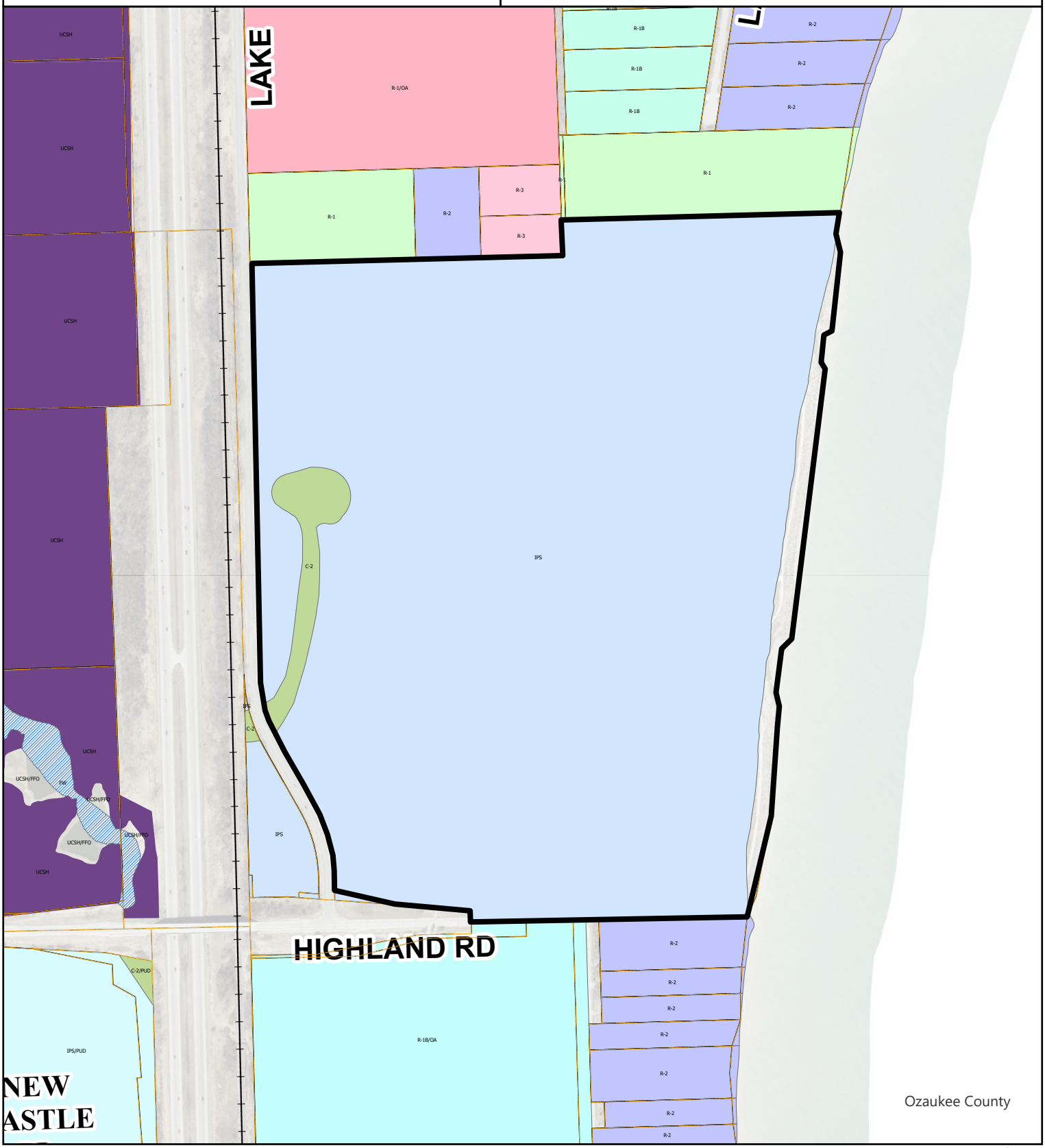
and the Standard Specifications for Land Development.

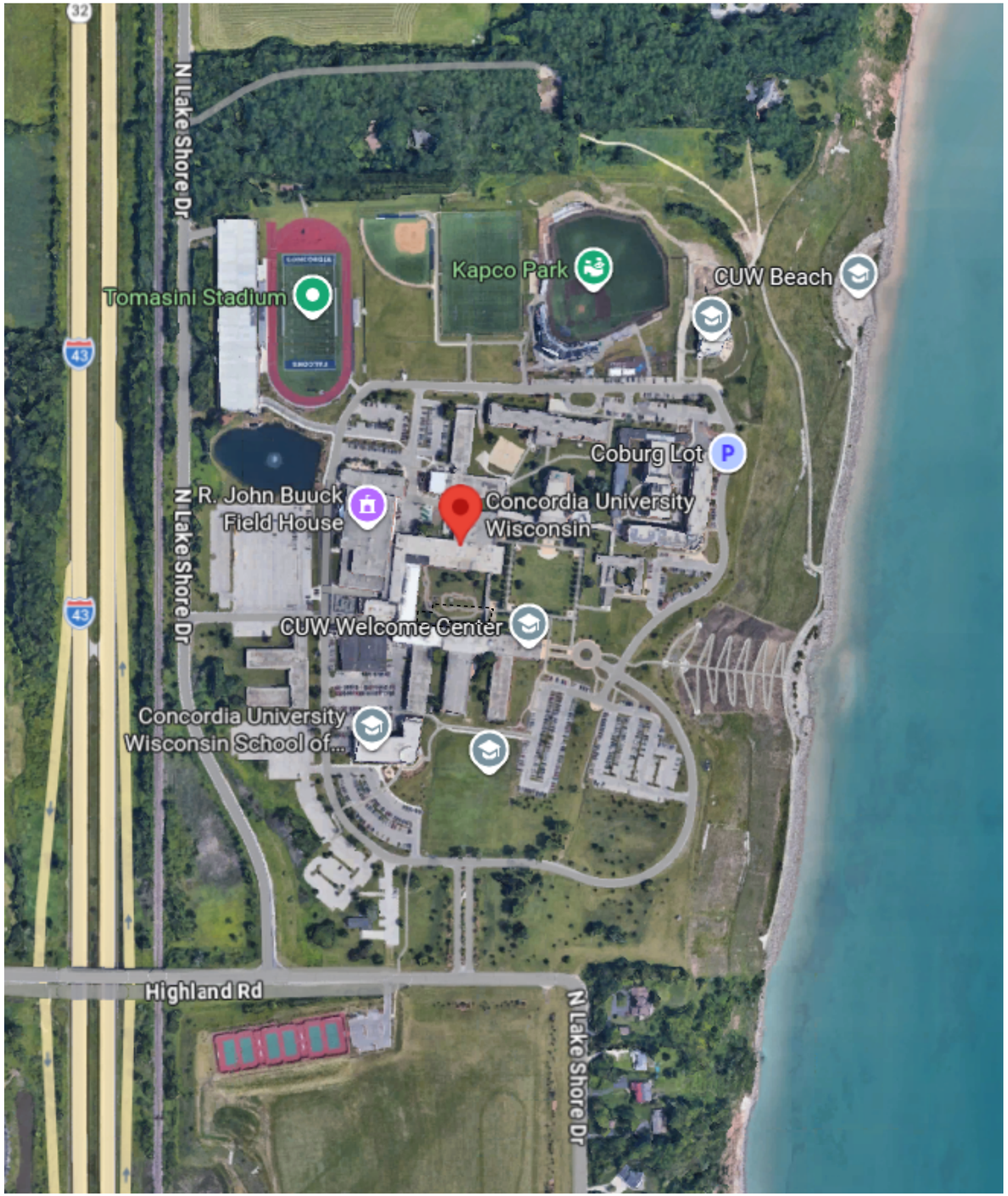
6. All construction traffic shall be restricted to Port Washington Road to Highland Road to the appropriate driveway.
7. Submittal of an accurate calculation of net added impervious surface with this application and a summary of the stormwater management measures for the whole property.
8. Approval of a storm water management plan amendment for the site in conformance to City ordinances and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement. If a SWMP amendment is not required, a signed and stamped letter shall be prepared by the licensed professional engineer that the stormwater facilities are sized appropriately for the additional impervious area.
9. If BMP modifications are required or new BMPs are required to meet stormwater management requirements, as a condition of approval and issuance of the building permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).
10. Water connection shall conform to the Mequon Water Utility Water Connection Policy. If connecting to the public utilities, the applicant shall provide calculations that show that the interior system and force main are sized appropriately for the additional flow.
11. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit, if applicable.
12. Application for and approval of a City Filling and Excavation Permit, if applicable.
13. The applicant shall submit a proposed haul route, a proposed traffic management plan and issue a road bond.

Attachments:
Packet Docs_Concordia_03.23.26

GROTH DESIGN GROUP FOR CONCORDIA UNIVERSITY-SCHOOL OF NURSING

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





CUW-SCHOOL OF NURSING
12800 N. Lake Drive
Mequon, WI

CONCEPTUAL PACKET
01/28/26

PACKET PROVIDED AT PRE-APPLICATION MEETING

CUW NURSING

N
W
E
S

SCHEMATIC - LEVEL 1 - SITE NURSING

SCHEMATIC - LEVEL 1

1/32" = 1'-0"

Artistic and/or computer renderings are not a contractual representation of the finished product and GROTH Design Group makes no warranties and representations that the depictions of such renderings will be replicated in the finished product. Client acknowledges and agrees that the terms of the contract, not the renderings shall control.

GROTH Design Group



CUW-SCHOOL OF NURSING
12800 N. Lake Drive
Mequon, WI

CUW NURSING

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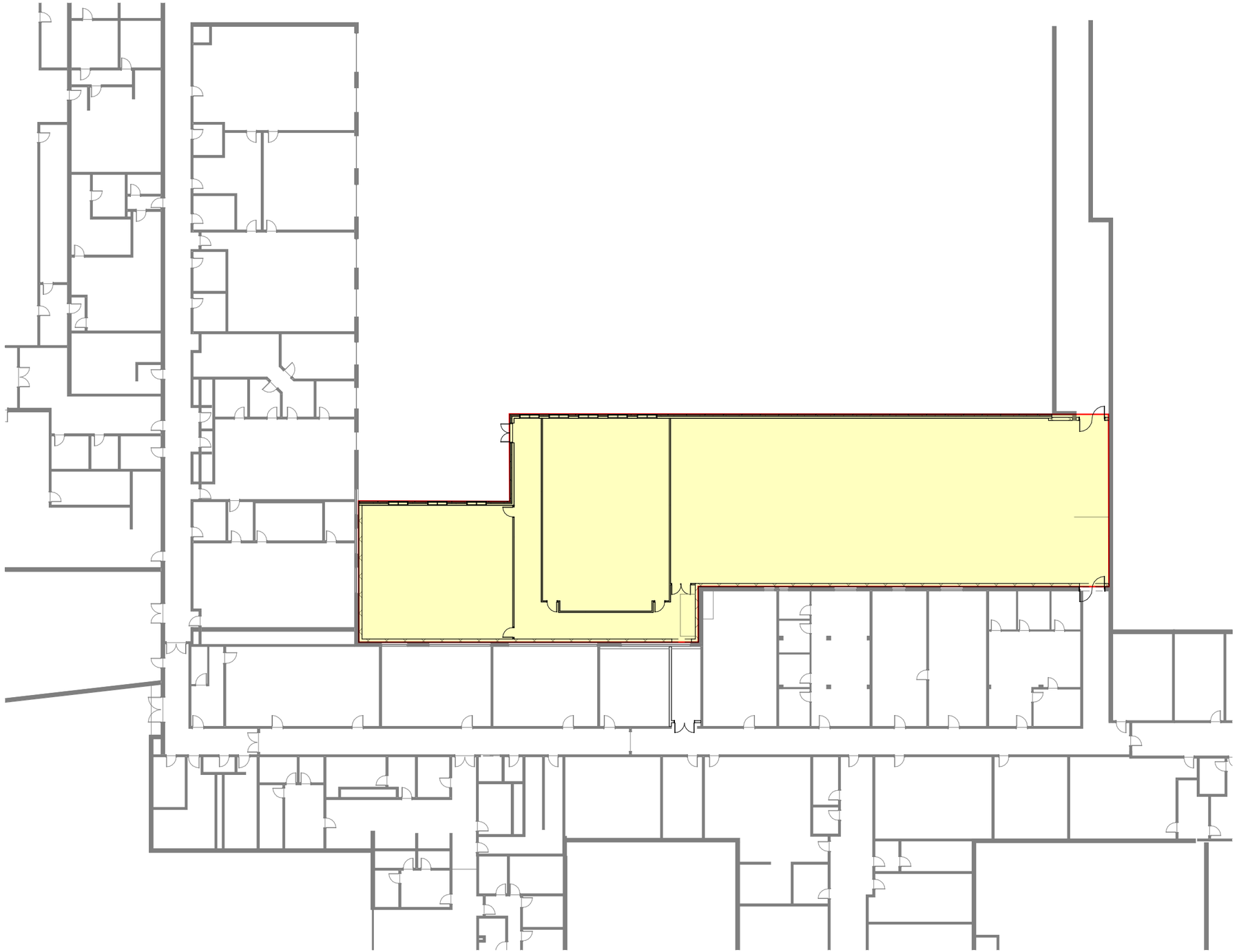
SCHEMATIC - LEVEL 1 - SITE
NURSING

SCHEMATIC - LEVEL 1

1/32" = 1'-0"

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GROTH Design Group



SCHEMATIC - LEVEL 0 - FLOOR PLAN - NURSING

SCHEMATIC - LEVEL 0 — 1

1/32" = 1'-0"

CONCEPTUAL PACKET
01/28/26

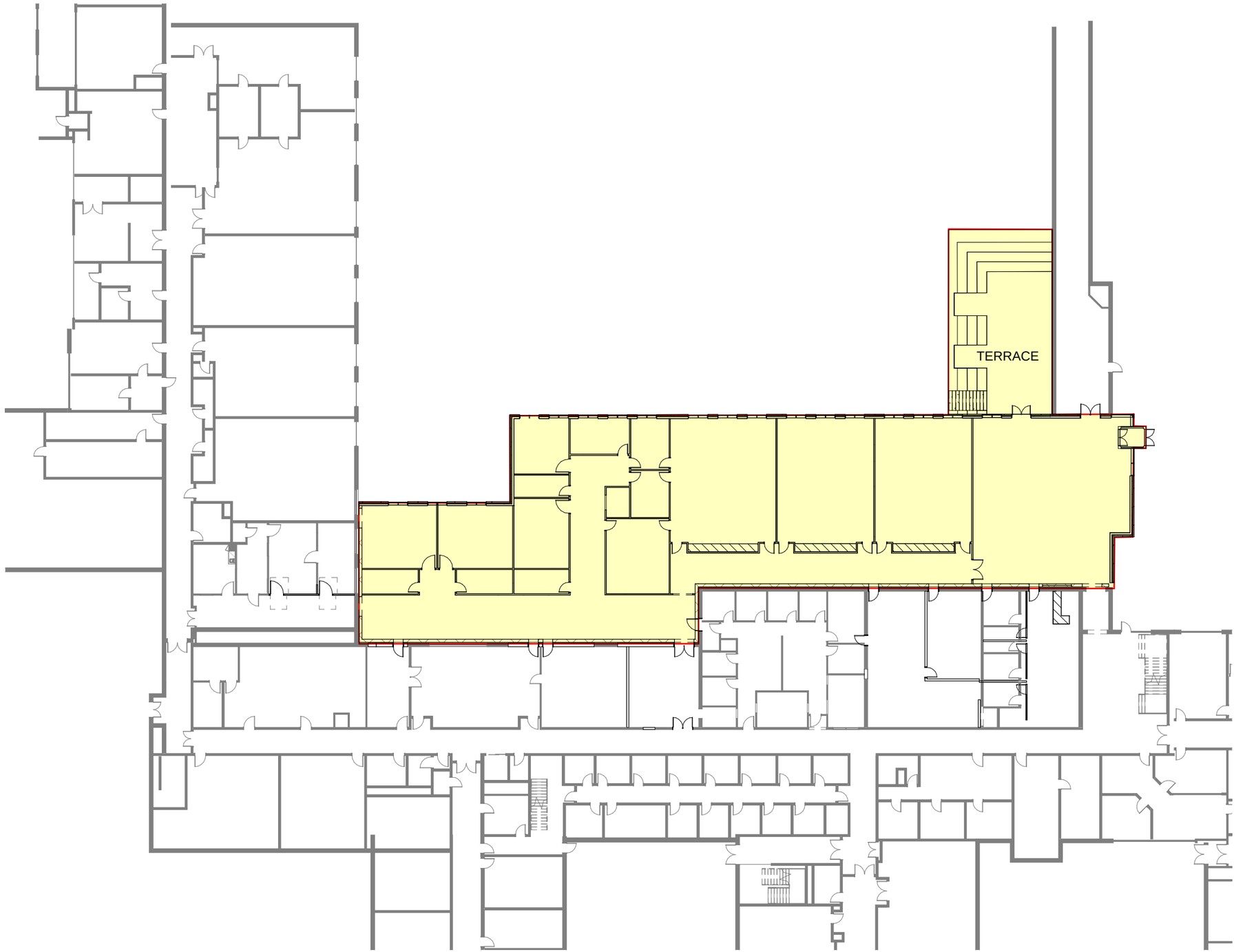
CUW-SCHOOL OF NURSING
12800 N. Lake Drive
Mequon, WI

N
W E
S

CUW NURSING

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GROTH Design Group



SCHEMATIC - LEVEL 1 - FLOOR PLAN - NURSING

SCHEMATIC - LEVEL 1

1/32" = 1'-0"

CONCEPTUAL PACKET 01/28/26

CUW-SCHOOL OF NURSING
12800 N. Lake Drive
Mequon, WI

N
W E
S

CUW NURSING

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GROTH Design Group



CUW-SCHOOL OF NURSING
12800 N. Lake Drive
Mequon, WI



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12800 N. Lake Drive
Mequon, WI



CUW-SCHOOL OF NURSING
12800 N. Lake Drive
Mequon, WI

INDEX OF DRAWINGS

"X" INDICATES ISSUED FOR REVIEW/CONSTRUCTION
"O" INDICATES ISSUED FOR REFERENCE ONLY

SCHEMATIC DESIGN SET - 02.13.2026	PLAN COMMISSION SUBMITTAL - 02.23.2026	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	No.	Sheet Name
X	X										G001N	TITLE SHEET, SHEET INDEX, LOCATION MAP
X											G002N	GENERAL INFORMATION
X											G100N	CODE INFORMATION - LEVEL 0
X											G101N	CODE INFORMATION - LEVEL 1
X	X										C1.10	PROJECT LOCATION & GENERAL NOTES
X	X										C1.11	OVERALL SITE PLAN
X	X										C1.12	SITE PLAN
X	X										C1.20	GRADING PLAN
	X										C1.40	DEMOLITION PLAN
X											S100	FOUNDATION PLAN
X											S101	LEVEL 1 - FRAMING PLAN
X											S102	ROOF FRAMING PLAN
X											A001N	WALL TYPES
X											A002N	GENERAL ARCH DETAILS
X											A003N	GENERAL ARCH DETAILS
X											AD100N	DEMOLITION PLAN - LEVEL 0
X											AD101N	DEMOLITION PLAN - LEVEL 1
X											AD110N	DEMOLITION REFLECTED CEILING PLAN - LEVEL 0
X											AD111N	DEMOLITION REFLECTED CEILING PLAN - LEVEL 1
	X										A100N	OVERALL FLOOR PLAN - LEVEL 0
X											A100NA	FLOOR PLAN - LEVEL 0 - AREA A
X											A100NB	FLOOR PLAN - LEVEL 0 - AREA B
	X										A101N	OVERALL FLOOR PLAN - LEVEL 1
X											A101NA	FLOOR PLAN - LEVEL 1 - AREA A
X											A101NB	FLOOR PLAN - LEVEL 1 - AREA B
X	X										A103N	ROOF PLAN
X											A110N	REFLECTED CEILING PLAN - LEVEL 0
X											A111N	REFLECTED CEILING PLAN - LEVEL 1
											A120N	FINISH FLOOR PLAN - LEVEL 0
											A121N	FINISH FLOOR PLAN - LEVEL 1
											A123N	FINISH SCHEDULE
											A130N	EQUIPMENT PLAN - LEVEL 0
											A131NA	EQUIPMENT PLAN - LEVEL 1 - AREA A
											A131NB	EQUIPMENT PLAN - LEVEL 1 - AREA B
											A133N	EQUIPMENT SCHEDULE
											A140N	SCHEMATIC POWER/DATA PLAN - LEVEL 0
											A141N	SCHEMATIC POWER/DATA PLAN - LEVEL 1
X	X										A201N	BUILDING ELEVATIONS
											A301N	BUILDING SECTIONS
X	X										A311N	WALL SECTIONS
											A312N	WALL SECTIONS
											A320N	STAIR / ELEVATOR PLANS & SECTIONS
											A401N	ENLARGED PLANS, INTERIOR ELEVATIONS - LEVEL 0
											A411N	ENLARGED PLANS, INTERIOR ELEVATIONS - LEVEL 1
											A500N	GENERAL EXTERIOR PLAN DETAILS
											A510N	GENERAL EXTERIOR SECTION DETAILS
											A550N	GENERAL INTERIOR DETAILS
											A551N	GENERAL INTERIOR DETAILS
											A600N	DOOR SCHEDULE & TYPES
											A650N	WINDOW TYPES
											A660N	WINDOW AND DOOR DETAILS
	X										A700N	EXTERIOR RENDERINGS
	X										A701N	EXTERIOR RENDERINGS

LEGAL DESCRIPTION:
0872711
PART SW & SE
COMM SE COR SE SW TH N 2544 FT W 1198 FT S 1568 FT S'LY 914 FT SE 522 FT S 45 FT E 439 FT POB
EXC 1121759 BEING PART OF HIGHLAND ROAD
SEC 8 T 9 R 22

PROJECT DESCRIPTION:
AN TWO-STORY ADDITION AND RENOVATION TO THE RINCKER BUILDING AT CONCORDIA UNIVERSITY WISCONSIN FOR THE NURSING PROGRAM, AS WELL AS A NEW STUDENT LOUNGE.

BUILDING DATA:
EXISTING CAMPUS TOTAL FLOOR AREA:
1,402,779 S.F.
PROPOSED FLOOR AREA:
24,491 S.F.
PROPOSED CAMPUS TOTAL FLOOR AREA:
1,427,270 S.F.
PROPOSED FLOOR AREA RATIO:
27.51%

PARKING DATA:
EXISTING CAMPUS TOTAL PARKING:
2210 SPACES
PROPOSED CAMPUS TOTAL PARKING:
2210 SPACES

GROTH Design Group

CONCORDIA UNIVERSITY WISCONSIN

NURSING RENOVATION/ADDITION

12800 N LAKE SHORE DR
MEQUON, WI 53097

LOCATION MAP



PROJECT TEAM **SEAL**

ARCHITECT

GROTH Design Group
N58 W6181 Columbia Road
Cedarburg, WI 53012
www.gdg-architects.com

PETER SCHNEIDER

PH (262) 377-8001
FX (262) 377-8003

CIVIL:

HARDWOOD ENGINEERING CONSULTANTS

255 N 21st ST
MILWAUKEE, WI 53233

STRUCTURAL:

CORE4 ENGINEERING

12308 NORTH CORPORATE PKWY
SUITE 300
MEQUON, WI 53092

OWNER/APPLICANT:

CONCORDIA UNIVERSITY - WISCONSIN

STEVE TAYLOR

12800 N. LAKE SHORE DRIVE
MEQUON, WI 53097

PROJECT

CONCORDIA UNIVERSITY WISCONSIN
NURSING RENOVATION/ADDITION

12800 N LAKE SHORE DR
MEQUON, WI 53097

PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

PROJECT INFO

Date
02.23.2026

Project No.
26.004

SHEET TITLE

TITLE SHEET, SHEET INDEX, LOCATION MAP

PLANNING SUBMISSION SET

G001N

© Groth Design Group, Inc.



LEGEND:

UTILITY

EXISTING:

- WATERMAIN
- BURIED ELECTRIC
- OVERHEAD WIRE
- GAS LINE
- SANITARY SEWER
- STORM SEWER
- UTILITY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- STORM SEWER STRUCTURE

PROPOSED:

- WATERMAIN
- ELECTRICAL LINE
- GAS LINE
- SANITARY SEWER
- STORM SEWER
- WATER VALVE
- STORM SEWER STRUCTURE
- FLARED END SECTION

GRADING

EXISTING:

- MAJOR CONTOUR
- MINOR CONTOUR
- EXISTING SPOT ELEVATION (EXIST 100.00)

PROPOSED:

- MAJOR CONTOUR
- MINOR CONTOUR
- SPOT ELEVATION (FINISHED GRADE, TOP OF PAVEMENT, FLANGE OF CURB)
- DOOR ELEVATION (DOOR 100.00)
- GROUND GRADE AT BUILDING (GR 100.00)
- SPOT ELEVATION (100.50T/C 100.00E/P) (T/C - TOP OF CURB, E/P - EDGE OF PAVEMENT)
- RETAINING WALL SPOT ELEVATION (100.50T/W 100.00B/W) (T/W - GROUND GRADE AT TOP OF WALL, B/W - GROUND GRADE AT BOTTOM)
- FLARED END SECTION (12" FES 100.00B/W) (PIPE SIZE, INVERT ELEVATION)
- DRAINAGE FLOW DIRECTION
- EMERGENCY OVERFLOW ROUTE

SITE

EXISTING:

- EXISTING PARKING COUNT
- EXISTING SIGN
- EXISTING ADA PARKING SPACE

PROPOSED:

- PARKING COUNT
- ADA PARKING SPACE
- SIGN
- TRUNCATED DOMES
- PAVEMENT MARKING DIRECTIONAL ARROWS

GENERAL NOTES AND SPECIFICATIONS:

1. THE EXISTING SITE INFORMATION ON THIS PLAN WAS TAKEN FROM A SITE SURVEY PROVIDED BY CAPITOL SURVEY ENTERPRISES. THE ENGINEER MAKES NO WARRANTY OR REPRESENTATION WITH REFERENCE TO THE ACCURACY AND COMPLETENESS OF THE EXISTING CONDITIONS INDICATED OR NOT INDICATED ON THE ENGINEERING PLANS PROVIDED. VERIFY THE LOCATION OF ALL EXISTING SITE CONDITIONS INCLUDING UNDERGROUND UTILITIES, UNDERGROUND UTILITY ELEVATIONS, BUILDING SETBACKS AND EXISTING BUILDING LOCATIONS. THE CONTRACTOR SHALL INFORM THE OWNER AND ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCING WITH WORK. QUESTIONS REGARDING THE EXISTING SURVEY SHALL BE DIRECTED TO THE PARTIES LISTED ABOVE.
2. BEFORE PROCEEDING WITH ANY UTILITY CONSTRUCTION, EXCAVATE EACH EXISTING LATERAL TO BE CONNECTED TO VERIFYING ELEVATION, LOCATION AND SIZE; SHOULD THE EXISTING UTILITY NOT BE AS INDICATED ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY FOR EVALUATION.
3. ALL UTILITY CONSTRUCTION SHALL ADHERE TO THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (2003), AS WELL AS, THE MUNICIPAL CONSTRUCTION STANDARDS AND THE DEPT. OF SAFETY AND PROFESSIONAL SERVICES SEC. 382-387.
4. ALL PERMITS MUST BE RECEIVED FROM THE MUNICIPALITY AND WDNR (IF REQUIRED) PRIOR TO THE START OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL APPLICABLE PERMITS ARE RECEIVED PRIOR TO STARTING CONSTRUCTION.
5. NOTIFY THE PUBLIC WORKS INSPECTION DEPT. AT LEAST 48 HOURS BEFORE STARTING CONSTRUCTION WITHIN THE RIGHT OF WAY.
6. BACKFILL REQUIREMENTS AND ROADWAY/SIDEWALK RESTORATION SHALL ADHERE TO LOCAL STANDARDS (GRANULAR BACKFILL UNDER OR WITHIN 5' OF CURBS, SIDEWALK, OR PAVEMENT. SPOIL MAY BE USED ELSEWHERE. SLURRY BACKFILL WILL BE REQUIRED IN PUBLIC ROADWAYS.)
7. ALL BUILDING UTILITIES SHALL BE VERIFIED WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
8. ALL PROPOSED WATERMAIN SHALL BE PVC SDR 18, CLASS 150, AWWA C900 WITH ELASTOMERIC JOINTS (UNLESS OTHERWISE NOTED).
9. PROPOSED SANITARY SEWER PIPE SHALL BE PVC, ASTM D-3034, SDR 35 WITH RUBBER GASKETED JOINTS CONFORMING TO ASTM D-3212 (UNLESS OTHERWISE NOTED).
10. PROPOSED STORM SEWER SHALL BE PVC, ASTM D-3034, SDR 35 WITH RUBBER ELASTOMERIC JOINTS CONFORMING TO ASTM D-3212 (UNLESS OTHERWISE NOTED).
11. A MEANS TO LOCATE BURIED UNDERGROUND EXTERIOR NONMETALLIC UTILITIES MUST BE PROVIDED, PROVIDE TRACER WIRE OR OTHER METHODS IN ORDER TO BE LOCATED IN ACCORD WITH THE PROVISIONS SECTIONS 182.0715(2R) OF THE STATE STATUTES.
12. UTILITY TRENCHES SHALL BE MECHANICALLY COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN.
13. ALL MANHOLES, CATCH BASINS, INLETS, VALVES BOXES, ETC WITHIN THE PROJECT AREA SHALL BE RESET AND ADJUSTED TO MATCH FINISH GRADE.
14. ALL EXCAVATED OR STRIPPED MATERIALS NOT BEING REPLACED IN UTILITY TRENCHES OR BEING USED FOR FILL SHALL BE REMOVED FROM THE SITE, UNLESS OTHERWISE DIRECTED BY THE OWNER.
15. SEE ARCHITECTURAL PLANS FOR EXACT BUILDING & FOUNDATION DETAILS AND ORIENTATION.
16. ALL CURB ELEVATIONS ARE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. SEE CURB DETAIL FOR TOP OF CURB ELEVATIONS.
17. ALL CURB RADII ARE MEASURED TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
18. MATCH PROPOSED CONCRETE CURB AND GUTTER, SIDEWALK AND PAVEMENT TO EXISTING IN ELEVATION AND ALIGNMENT.
19. REMOVAL OF CURB AND GUTTER, SIDEWALK AND PAVEMENT SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE WISCONSIN D.O.T.
20. ALL CONCRETE FOR CURB AND GUTTER, ROADWAY AND SIDEWALKS MUST CONFORM TO THE STANDARD SPECIFICATIONS FOR READY MIXED CONCRETE. MINIMUM 28 DAY COMPRESSIVE STRENGTH TEST MUST EQUAL 4000 PSI.
21. PROTECT ALL PROPERTY CORNERS.
22. REPAIR ANY DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS. DOCUMENT ALL EXISTING DAMAGE PRIOR TO START OF CONSTRUCTION AND NOTIFY CONSTRUCTION MANAGER OF ANY FINDINGS.
23. AS-BUILTS ARE TO BE PROVIDED TO THE CLIENT TRACKING ANY CHANGES THAT OCCURRED DURING CONSTRUCTION.

CIVIL SHEET INDEX:

C1.10 PROJECT LOCATION AND GENERAL NOTES
C1.11 OVERALL SITE PLAN
C1.12 SITE PLAN
C1.20 GRADING PLAN
C1.40 DEMO PLAN

2/9/2026 11:05:15 AM

DIGGER'S HOTLINE — CALL BEFORE YOU DIG — 1-800-242-8511

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

SCALE: 1" = 150'

North

GROTH Design Group

N58 W6181 COLUMBIA RD.
P.O. BOX 332
CEDARBURG, WISCONSIN 53012

PH. (262) 377-8001
FX. (262) 377-8003

HARWOOD
255 N 21st Street Milwaukee, WI 53233
414-475-5554

PROJECT

CONCORDIA UNIVERSITY WISCONSIN
NURSING RENOVATION

12800 N Lake Shore Dr
Mequon, WI 53097

ISSUE

NO.	REV. DATE	DESCRIPTION

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02.23.2026

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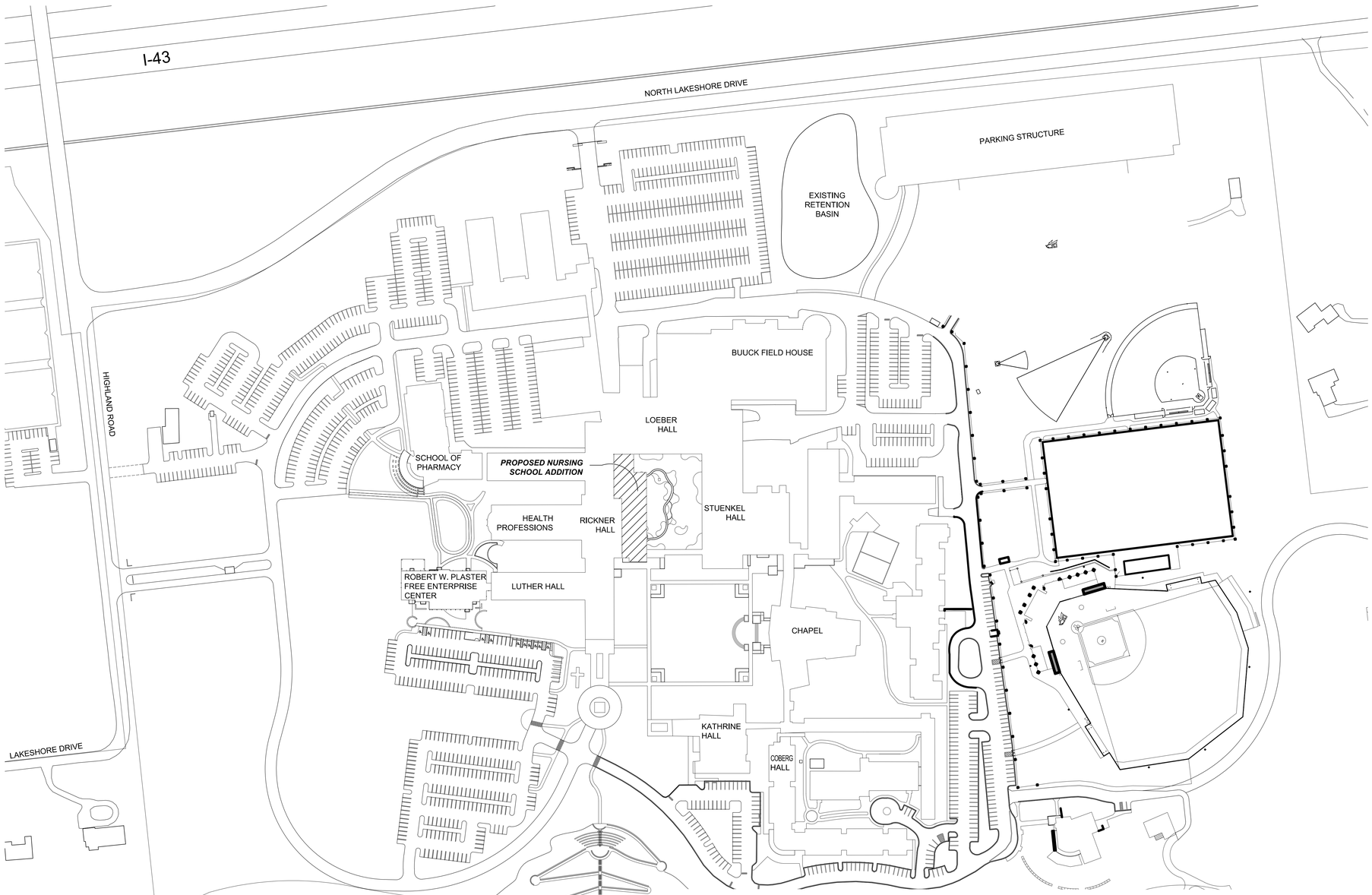
SHEET TITLE

PROJECT LOCATION & GENERAL NOTES

SCHEMATIC DESIGN SET

C1.10

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LEGEND:

UTILITY

EXISTING:

- W — WATERMAIN
- E — BURIED ELECTRIC
- OHW — OVERHEAD WIRE
- GAS — GAS LINE
- SAN — SANITARY SEWER
- ST — STORM SEWER
- UTILITY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- STORM SEWER STRUCTURE

PROPOSED:

- *W* — WATERMAIN
- *E* — ELECTRICAL LINE
- *GAS* — GAS LINE
- *SAN* — SANITARY SEWER
- *ST* — STORM SEWER
- WATER VALVE
- STORM SEWER STRUCTURE
- FLARED END SECTION

GRADING

EXISTING:

- MAJOR CONTOUR
- MINOR CONTOUR
- *EXIST 100.00* — EXISTING SPOT ELEVATION

PROPOSED:

- MAJOR CONTOUR
- MINOR CONTOUR
- *100.00* — SPOT ELEVATION (FINISHED GRADE, TOP OF PAVEMENT, FLANGE OF CURB)
- *DOOR 100.00* — DOOR ELEVATION
- *GR 100.00* — GROUND GRADE AT BUILDING
- *100.50T/C 100.00E/P* — SPOT ELEVATION (T/C - TOP OF CURB, E/P - EDGE OF PAVEMENT)
- *100.50T/W 100.00B/W* — RETAINING WALL SPOT ELEVATION (T/W - TOP OF WALL, B/W - GROUND GRADE AT BOTTOM)
- *12" FES 100.00B/W* — FLARED END SECTION (PIPE SIZE, INVERT ELEVATION)
- DRAINAGE FLOW DIRECTION
- EMERGENCY OVERFLOW ROUTE

SITE

EXISTING:

- EXISTING PARKING COUNT
- EXISTING SIGN
- EXISTING ADA PARKING SPACE

PROPOSED:

- PARKING COUNT
- ADA PARKING SPACE
- SIGN
- TRUNCATED DOMES
- PAVEMENT MARKING DIRECTIONAL ARROWS

SITE CALCULATION TABLE

SITE DATA:	
TOTAL SITE AREA	119.09 AC.
EXISTING IMPERVIOUS AREA	34.50 AC.
PROPOSED IMPERVIOUS AREA	34.87 AC.
NET ADDITIONAL IMPERVIOUS ADDED	0.374 AC.
EXISTING GREENSPACE	91.24 AC.
PROPOSED GREENSPACE	90.87 AC.
PROPOSED GREENSPACE RATIO	76.30%
BUILDING DATA:	
EXISTING CAMPUS TOTAL FLOOR AREA	1,402,779 S.F.
PROPOSED BUILDING FLOOR AREA	24,491 S.F.
PROPOSED CAMPUS TOTAL FLOOR AREA	1,427,270 S.F.
PROPOSED FLOOR AREA RATIO	27.51%
PARKING DATA:	
EXISTING CAMPUS TOTAL PARKING	2210 SPACES
PROPOSED CAMPUS TOTAL PARKING	2210 SPACES

SCALE: 1" = 100'

North

2/9/2026 11:09:15 AM

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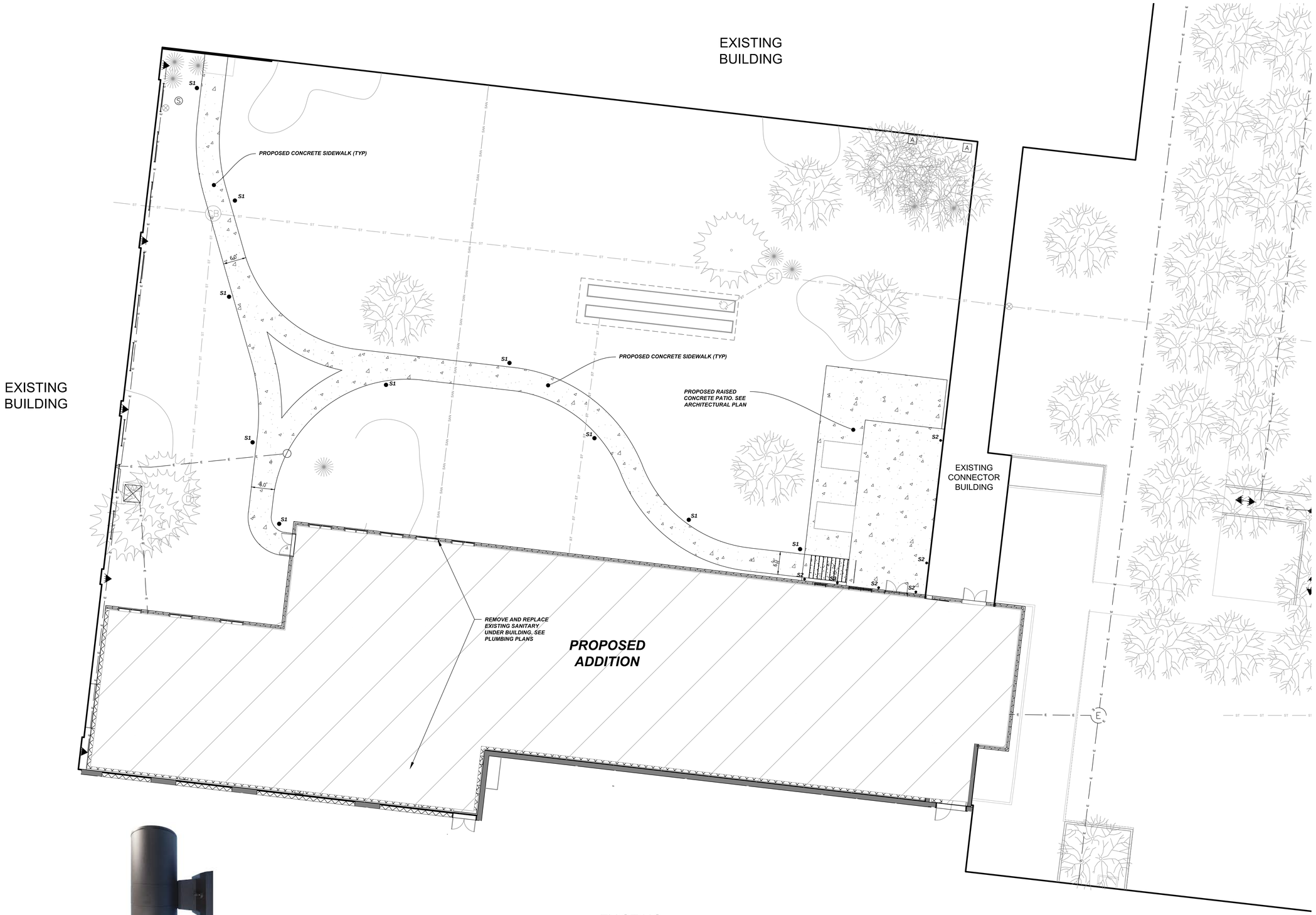
SHEET TITLE

OVERALL SITE PLAN

SCHEMATIC DESIGN SET

C1.11

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S1:
LITHONIA LIGHTING - D-SERIES BOLLARD: KBD8 LED
COLOR: SILVER



S2:
SAVR - E-WCS SERIES WALL SCONCE
COLOR: SILVER

DIGGER'S HOTLINE CALL BEFORE YOU DIG 1-800-242-8511

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

2/9/2026 11:09:15 AM

SCALE: 1" = 10'

North

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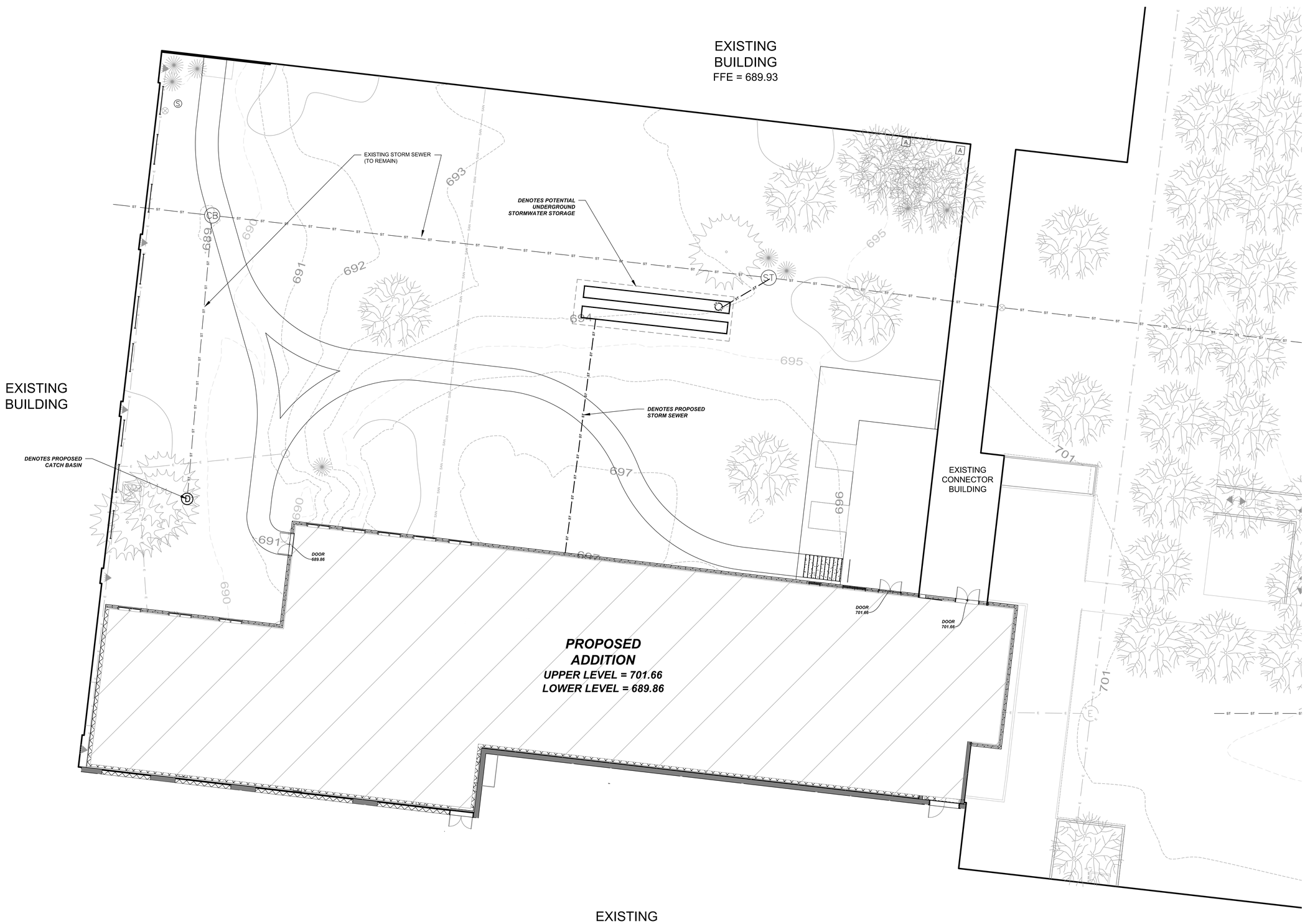
SHEET TITLE

SITE PLAN

SCHEMATIC DESIGN SET

C1.12

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SHEET TITLE

GRADING PLAN

SCHEMATIC DESIGN SET

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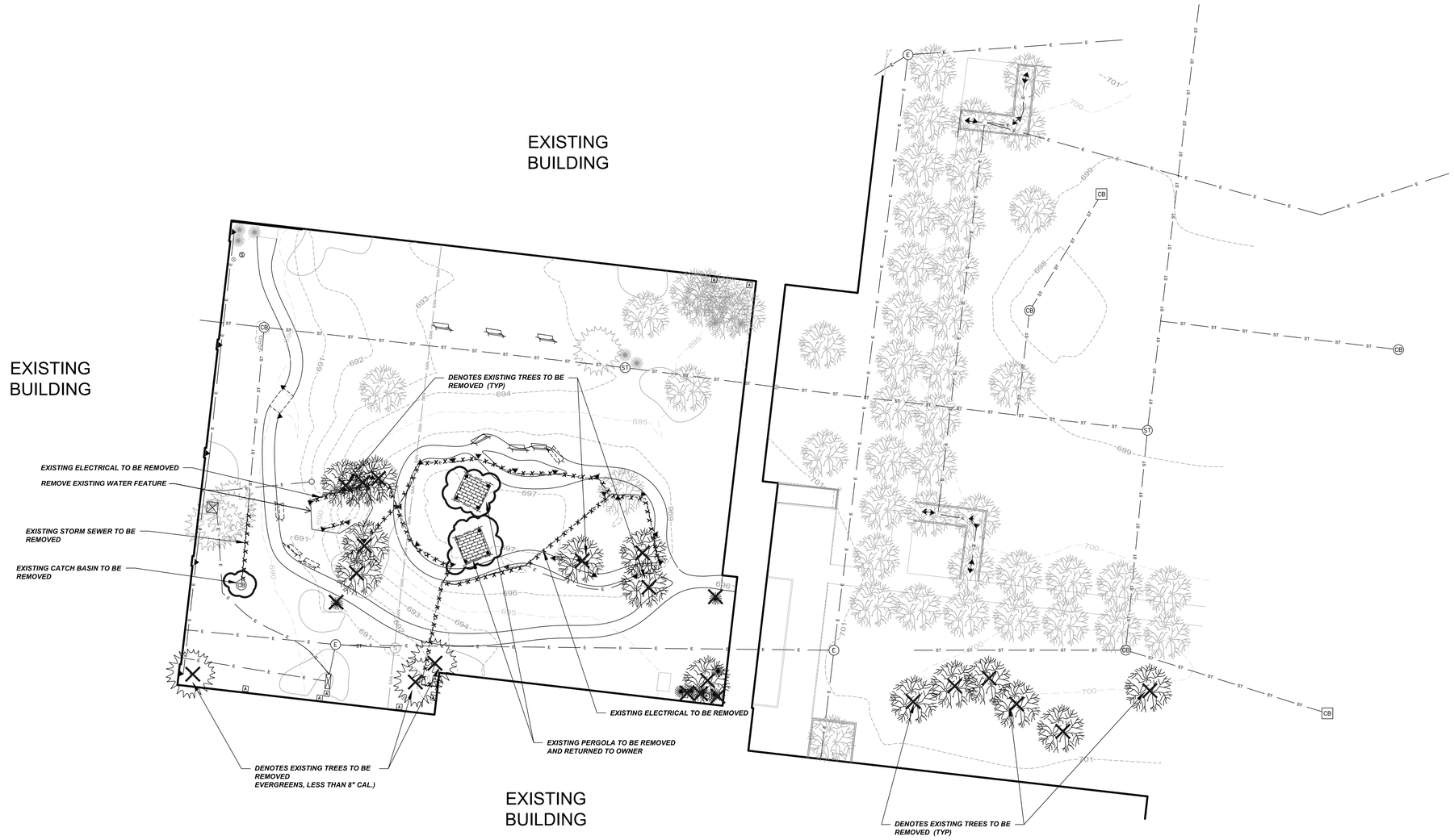
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SCALE: 1" = 10'

North

C1.20

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DEMOLITION LEGEND

DENOTES ITEM TO BE REMOVED OR DEMOLISHED

DENOTES ITEM TO BE ABANDONED OR REMOVED

DENOTES TREE TO BE REMOVED
(MARK ALL TREE REMOVALS IN THE FIELD AND VERIFY WITH OWNER PRIOR TO REMOVAL)

DIGGER'S HOTLINE
CALL BEFORE YOU DIG
1-800-242-8511

IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

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SCALE: 1" = 20'

North

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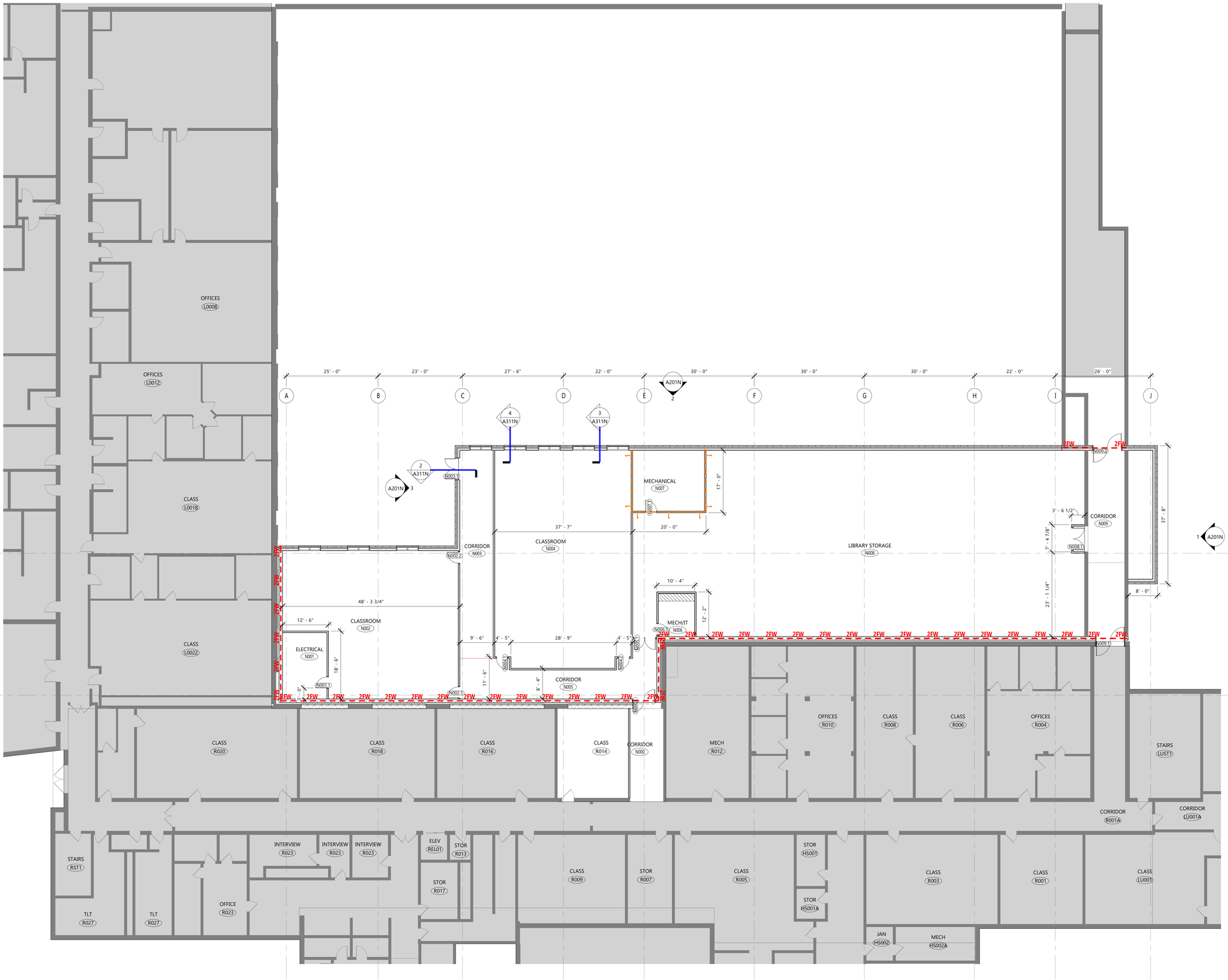
SHEET TITLE

DEMOLITION PLAN

SCHEMATIC DESIGN SET

C1.40

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1 A100N LEVEL 0 - FLOOR PLAN - NURSING

3/32" = 1'-0"

2/23/2026 9:59:37 AM

FLOOR PLAN GENERAL NOTES:

A. SEE SHEET A001 FOR INTERIOR WALL TYPE INFORMATION. NOTE: SEE SECTIONS AND ELEVATIONS FOR CHANGES IN MATERIALS/WALL TYPES/ACCENT-ELEMENTS THAT MAY NOT BE INDICATED AT PLAN CUT.

B. SEE WALL SECTION SCHEDULE FOR EXTERIOR WALL ASSEMBLY INFORMATION. NOTE: SEE WALL SECTIONS AND EXTERIOR ELEVATIONS FOR CHANGES IN MATERIALS/WALL CONSTRUCTION THAT MAY NOT BE INDICATED IN PLAN CUT.

C. SEE 19 / A002NFOR TYPICAL DIMENSIONS OF DOOR OPENING FROM ADJACENT WALL.

D. PROVIDE BLOCKING AT ALL MILLWORK AND WALL HUNG ELEMENTS IN WALLS. CONTRACTOR TO COORDINATE W/ OWNER REPRESENTATIVE FOR FINAL LOCATIONS OF OWNER-FURNISHED EQUIPMENT. SEE DETAIL 13 / A002N. ALL WOOD BLOCKING TO BE FIRE-RETARDANT TREATED WOOD IN BUILDINGS OF NONCOMBUSTIBLE CONSTRUCTION (IBC TYPE I & II) AND IN RATED WALLS IN BUILDINGS OF COMBUSTIBLE CONSTRUCTION (IBC TYPE III, IV, & V).

E. PROVIDE CORNER GUARDS AS SHOWN GRAPHICALLY. SEE FINISH PLAN FOR COLORS & TYPES. ALL OUTSIDE CORNERS NOT SHOWN RECEIVING CORNER GUARDS ARE TO BE VERIFIED WITH ARCHITECT DURING BIDDING

F. ALL INTERIOR PLAN DIMENSIONS ARE TO FACE OF INTERIOR FINISH OF WALL, U.N.O. SEE DETAIL 23 / A002NOR MORE INFORMATION.

G. ALL EXTERIOR DIMENSIONS ARE PER DETAIL 22 / A002NJ.N.O.

H. ALL VERTICAL DIMENSIONS TO BE ABOVE FINISH FLOOR (A.F.F.) U.N.O.

I. ALL DOORS USED IN CONJUNCTION WITH EXITS SHALL BE ARRANGED TO READILY OPEN WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE FROM THE SIDE OF EGRESS.

J. A THERMAL BREAK IN THE CONCRETE FLOOR SLAB IS REQUIRED AT ALL EXTERIOR DOOR LOCATIONS: SEE DOOR DETAILS FOR MORE INFORMATION

K. ALL PARTITION PENETRATIONS SHALL BE FIELD VERIFIED, BRACED, AND SEALED TO MEET REQUIRED RATINGS. UTILIZE UL-APPROVED METHODS

L. PROVIDE PROPER PREPARATION TO ALL SURFACES TO RECEIVE NEW FINISHES

M. ALL ROOMS TO RECEIVE ROOM AND NUMBER SIGNAGE ADJACENT TO DOOR, COORDINATE BLOCKING REQUIREMENTS WITH SIGN VENDOR.

N. WHERE FLOOR DRAINS ARE REQUIRED (SEE PLUMBING) PITCH CONCRETE SLAB TO DRAINS 1/8" PER FOOT, TYP, UNLESS NOTED OTHERWISE.

O. ALL GYPSUM BOARD INTERIOR SURFACES TO RECEIVE A LEVEL 4 FINISH AND PRIME COAT FOR FUTURE PAINTING APPLICATION

P. ALL PARTITIONS TO BE TYPE P1 AND EXTEND TO THE UNDERSIDE OF FLOOR/ROOF DECK ABOVE UNLESS NOTED OTHERWISE

FLOOR PLAN - SYMBOL KEY

EXISTING WALL TO REMAIN
EXISTING DOOR TO REMAIN
REMOVED WALL
REMOVED DOOR
NEW WALL
NEW DOOR
1 WALL TYPE TAG. SEE WALL TYPES SHEET FOR ADDITIONAL INFORMATION
101.1 DOOR TAG
BL-3 WINDOW TAG
MILLWORK. SEE INTERIOR ELEVATIONS AND DETAILS
FE-# FIRE EXTINGUISHERS
FE-1 - RECESSED CABINET
FE-2 - SEMI-RECESSED CABINET
FE-3 - SURFACE MOUNTED CABINET
FE-4 - SURFACE MOUNTED EXTINGUISHER ONLY

PP PUSH PAD DOOR ACTUATOR
TS TOUCHLESS SENSOR DOOR ACTUATOR
CR CARD READER
CJ CONTROL JOINT

KEYED FLOOR PLAN NOTES	
TAG #	DESCRIPTION

GROTH Design Group

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PROJECT

CONCORDIA UNIVERSITY WISCONSIN

NURSING RENOVATION

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26.004

SHEET TITLE

OVERALL FLOOR PLAN - LEVEL 0

PLAN COMMISSION SUBMITTAL

A100N

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1 A101N LEVEL 1 - FLOOR PLAN - NURSING

3/32" = 1'-0"

2/23/2026 9:59:38 AM

FLOOR PLAN GENERAL NOTES:

A. SEE SHEET A001 FOR INTERIOR WALL TYPE INFORMATION. NOTE: SEE SECTIONS AND ELEVATIONS FOR CHANGES IN MATERIALS/WALL TYPES/ACCENT-ELEMENTS THAT MAY NOT BE INDICATED AT PLAN CUT.

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F. ALL INTERIOR PLAN DIMENSIONS ARE TO FACE OF INTERIOR FINISH OF WALL, U.N.O. SEE DETAIL 23 / A002NOR MORE INFORMATION.

G. ALL EXTERIOR DIMENSIONS ARE PER DETAIL 22 / A002NJ.N.O.

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K. ALL PARTITION PENETRATIONS SHALL BE FIELD VERIFIED, BRACED, AND SEALED TO MEET REQUIRED RATINGS. UTILIZE UL-APPROVED METHODS

L. PROVIDE PROPER PREPARATION TO ALL SURFACES TO RECEIVE NEW FINISHES

M. ALL ROOMS TO RECEIVE ROOM AND NUMBER SIGNAGE ADJACENT TO DOOR, COORDINATE BLOCKING REQUIREMENTS WITH SIGN VENDOR.

N. WHERE FLOOR DRAINS ARE REQUIRED (SEE PLUMBING) PITCH CONCRETE SLAB TO DRAINS 1/8" PER FOOT, TYP, UNLESS NOTED OTHERWISE.

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P. ALL PARTITIONS TO BE TYPE P1 AND EXTEND TO THE UNDERSIDE OF FLOOR/ROOF DECK ABOVE UNLESS NOTED OTHERWISE

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KEYED FLOOR PLAN NOTES

TAG #	DESCRIPTION

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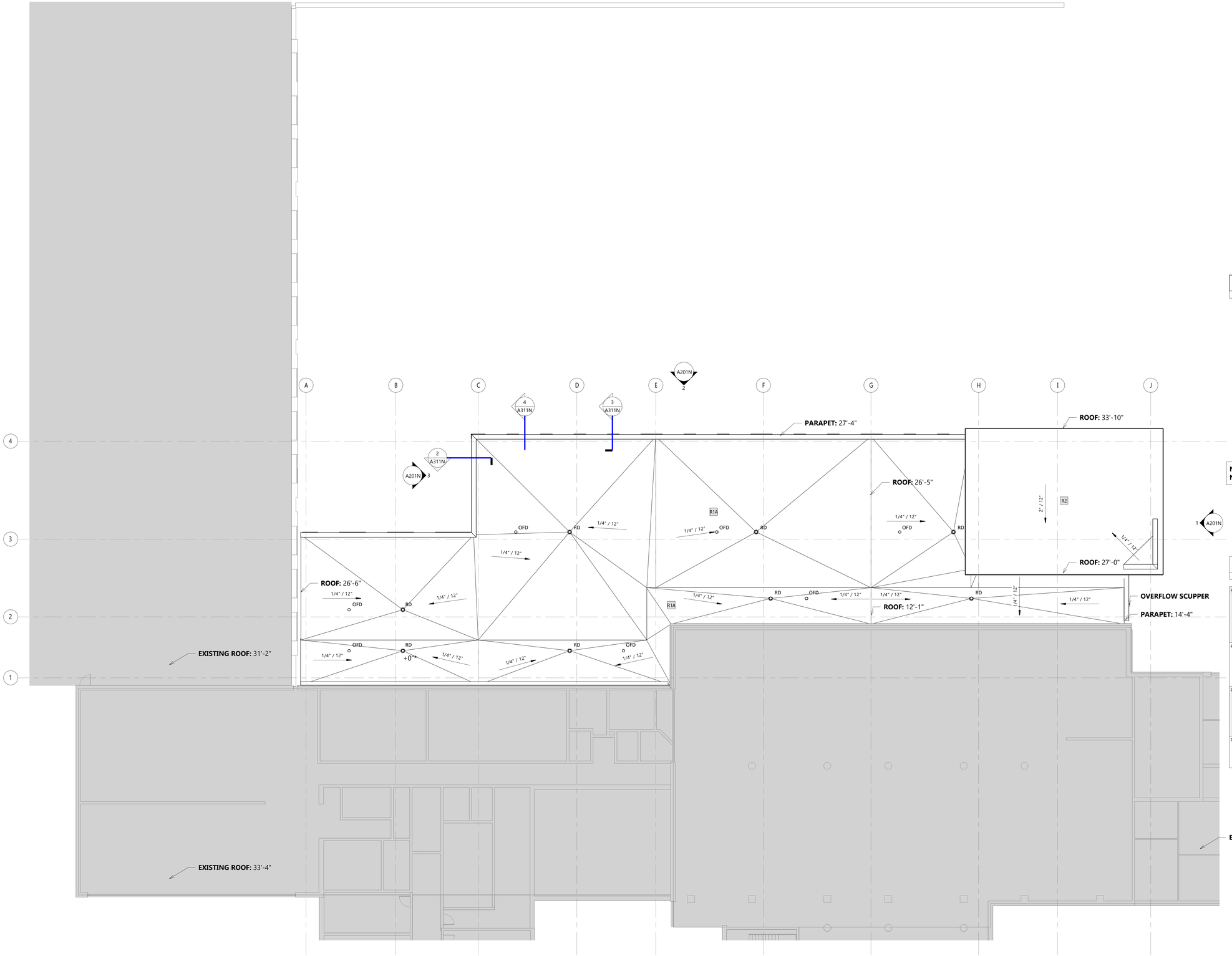
SHEET TITLE

OVERALL FLOOR PLAN - LEVEL 1

PLAN COMMISSION SUBMITTAL

A101N

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NOTE:
NO ROOF TOP EQUIPMENT

1 A103N ROOF PLAN

3/32" = 1'-0"

ROOF PLAN GENERAL NOTES:

A. R# INDICATES ROOF TYPE. SEE SCHEDULE FOR ROOF TYPE INFORMATION.

B. CONTRACTOR SHALL COORDINATE ROOFING INSTALLATION WITH MECHANICAL & PLUMBING DRAWINGS. PROVIDE CURBING AND FLASHING AS REQUIRED AT ROOF PENETRATIONS TO MAINTAIN INTEGRITY OF ROOF MEMBRANE.

C. ALL GRAVEL STOPS AND COPINGS TO HAVE CONTINUOUS HOLD-DOWN CLIPS.

D. PROVIDE TAPERED EDGE STRIPS AS NECESSARY AT ROOF EDGES.

E. CONCRETE PAVERS. PROVIDE PAVERS AS SPECIFIED FROM ROOF SCUTTLES AND LADDERS TO ALL SERVICE AREAS OF MECHANICAL EQUIPMENT.

F. ALL ROOF PENETRATIONS AND EQUIPMENT CURBS TO BE FLASHED PER MANUFACTURER'S REQUIREMENTS.

G. COORDINATE WITH PLUMBING DRAWINGS FOR ALL ROOF DRAIN LOCATIONS.

H. PROVIDE APPROVED TRANSITIONS BETWEEN EXISTING ROOFING AND NEW ROOFING TO MAINTAIN EXISTING ROOF WARRANTY.

I. AT SHINGLE ROOFING, PROVIDE PERIMETER UNDERLAYMENT AT ALL ROOF VALLEYS AND TO 3'-0" IN FROM EXISTING FACE OF WALL AT ROOF EAVES, AND AS SPECIFICALLY NOTED ON THE DRAWINGS.

KEYED ROOF PLAN NOTES	
TAG #	DESCRIPTION

ROOF TYPES	
CODE	DESCRIPTION
R1A	- 60MIL BLACK EPDM, FULLY ADHERED - 1/2" GLASS-MAT GYPSUM COVERBOARD - TAPERED POLYISOCYANURATE INSULATION - MINIMUM 5" (R-30) POLYISOCYANURATE INSULATION (2 LAYERS W/ STAGGERED JOINTS) - 30 MIL VAPOR RETARDER - 5/8" GLASS-MAT GYPSUM SUBSTRATE BOARD - METAL DECK, SEE STRUCTURAL - FRAMING, SEE STRUCTURAL
R2	- 60MIL BLACK EPDM, BALLASTED - MINIMUM 5" (R-30) POLYISOCYANURATE INSULATION (2 LAYERS W/ STAGGERED JOINTS) - 30 MIL VAPOR RETARDER - 5/8" GLASS-MAT GYPSUM SUBSTRATE BOARD - METAL DECK, SEE STRUCTURAL - SLOPED FRAMING, SEE STRUCTURAL
R2A	- 60MIL BLACK EPDM, BALLASTED - TAPERED POLYISOCYANURATE INSULATION - MINIMUM 5" (R-30) POLYISOCYANURATE INSULATION (2 LAYERS W/ STAGGERED JOINTS) - 30 MIL VAPOR BARRIER - 5/8" GLASS-MAT GYPSUM SUBSTRATE BOARD - METAL DECK, SEE STRUCTURAL - SLOPED FRAMING, SEE STRUCTURAL
R3	- 60MIL BLACK EPDM, FULLY ADHERED - 1/2" GLASS-MAT GYPSUM COVERBOARD - MINIMUM 1 1/2" TAPERED POLYISOCYANURATE INSULATION - METAL DECK, SEE STRUCTURAL - FRAMING, SEE STRUCTURAL

GROTH Design Group

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PROJECT

CONCORDIA UNIVERSITY WISCONSIN

NURSING RENOVATION

12800 N LAKE SHORE DR MEQUON, WI 53097

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PROGRESS DOCUMENTS

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PROJECT INFO

Date
02.23.2026

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26.004

SHEET TITLE

ROOF PLAN

A103N

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2/23/2026 9:59:39 AM

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[1] REFER TO "MATERIAL LEGEND - INTERIOR" FOR ADDITIONAL MATERIALS
[2] REFER TO SECTIONS & DETAILS FOR ADDITIONAL INFORMATION

MATERIAL LEGEND - EXTERIOR[1][2]

CODE	TYPE	MANUFACTURER	PATTERN / STYLE	COLOR / FINISH	SIZE	CONTACT	COMMENTS
ALWD-1	ALUMINUM WINDOW SYSTEM	KAWNEER 451T	SEE WINDOW ELEVATIONS & SECTIONS	CLASS I CLEAR ANODIZED	SEE ELEVATIONS	ROD STOMBAUGH (651) 262-5093	
ALWD-2	ALUMINUM WINDOW SYSTEM	KAWNEER 1600 SYSTEM 1	SEE WINDOW ELEVATIONS & SECTIONS	CLASS I CLEAR ANODIZED	SEE ELEVATIONS	ROD STOMBAUGH (651) 262-5093	
BRK-1	BRICK	ENDICOTT CLAY PRODUCTS CO	RUNNING BOND			JASON DEMLER (920) 574-6488	
COPE-1	PARAPET COPING	-	ALUMINUM	--	4"FACE	--	--
CSTN-1	CAST STONE	CUSTOM CAST STONE	SEE ELEVATIONS			DOMINIC NOVY (414) 550-2323	
MCM-1	METAL COMPOSITE MATERIAL	ALUCOBOND	ALUCOBOND PLUS, RAINSCREEN II			JASON BEAUPRE (630) 234-7821	FR CORE

EXTERIOR ELEVATION GENERAL NOTES:

A. SEE WALL SECTION SCHEDULE FOR DETAILED WALL ASSEMBLY INFORMATION.

B. SEE ROOF PLAN FOR DETAILED ROOF ASSEMBLY INFORMATION.

C. SEE GENERAL EXTERIOR DETAILS FOR ALL VAPOR BARRIER TRANSITIONS AND FLASHING LOCATIONS.

D. GRADING INFORMATION SHOWN IS FOR REPRESENTATION PURPOSES ONLY. SEE CIVIL DRAWINGS FOR FINAL GRADING INFORMATION.

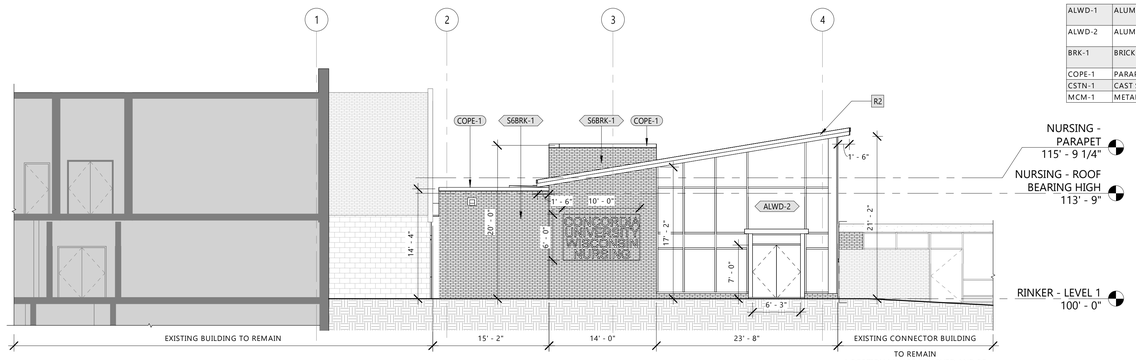
E. STRUCTURAL INFORMATION SHOWN IS FOR REPRESENTATION ONLY. SEE STRUCTURAL DRAWINGS FOR FINAL: FOOTING SIZES, FOUNDATION WALL SIZES, BRICK LEDGE INFORMATION AND ALL REINFORCING INFORMATION.

F. COORDINATE ALL MEPFP PENETRATION FLASHING DETAILS AND EQUIPMENT COLOR WITH ARCHITECT PRIOR TO INSTALLATION.

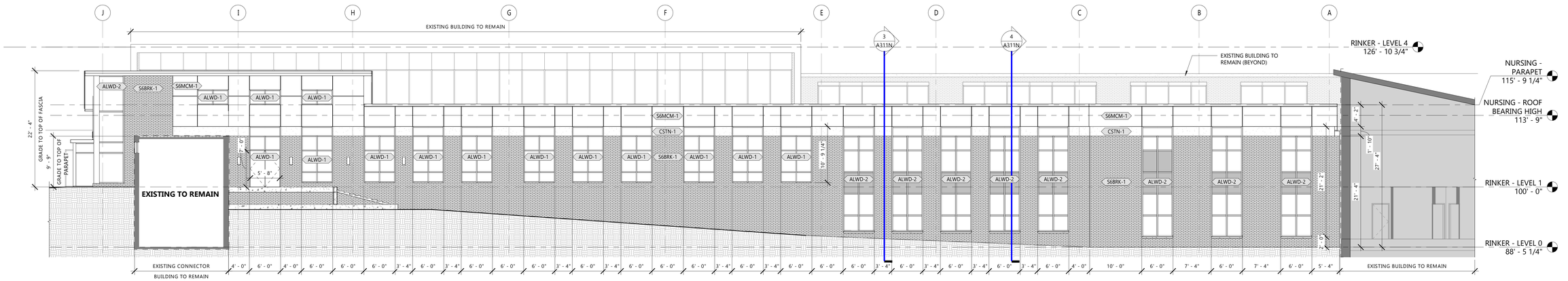
G. GENERAL CONTRACTOR IS TO COORDINATE ALL BUILDING EXPANSION JOINT TRANSITIONS WITH EXPANSION JOINT SUPPLIERS TO ENSURE A CONTINUOUS EXPANSION JOINT IS PROVIDED ON ALL REQUIRED BUILDING FACES.

S6MCM-1 — EXTERIOR WALL TAG
- EXTERIOR MATERIAL. SEE "MATERIAL LEGEND - EXTERIOR" FOR MATERIAL INFORMATION
- BACK UP WALL. SEE WALL SECTION SCHEDULE

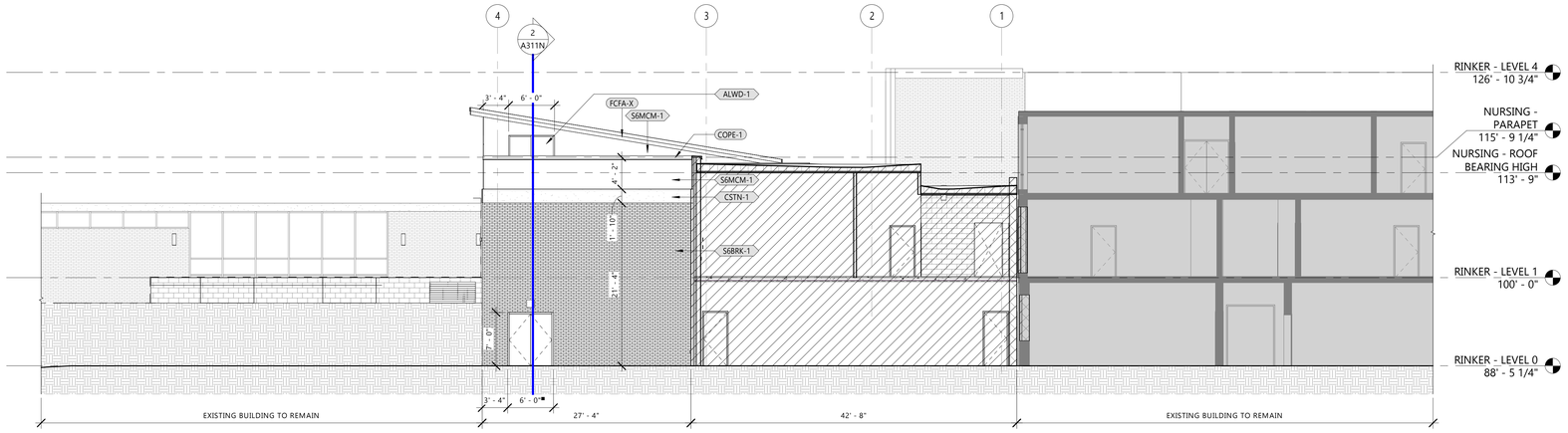
KEYED EXTERIOR ELEVATIONS	
TAG #	DESCRIPTION



1 A201N NURSING ADDITION - EAST
1/8" = 1'-0"



2 A201N NURSING ADDITION - NORTH
1/8" = 1'-0"



3 A201N NURSING ADDITION - WEST
1/8" = 1'-0"

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26.004

SHEET TITLE

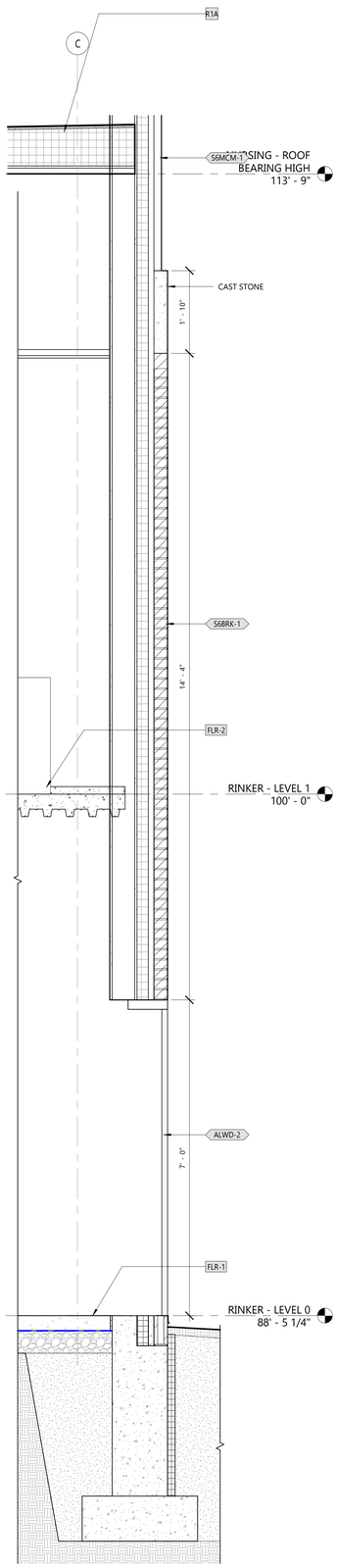
BUILDING ELEVATIONS

PLAN COMMISSION SUBMITTAL

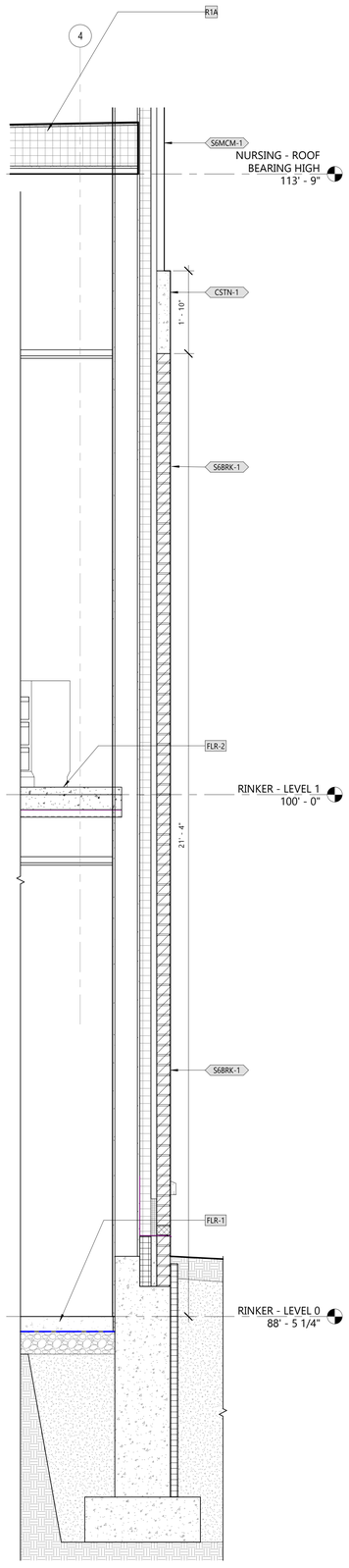
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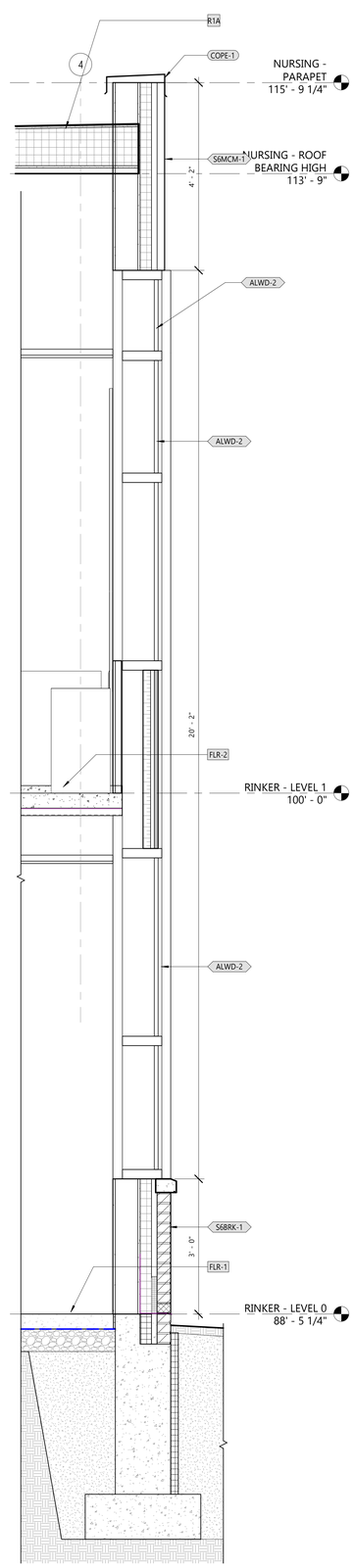
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2 A311N MTL PANEL/CAST STONE/BRICK/CURTAIN WALL
3/4" = 1'-0"



3 A311N MTL PANEL/CAST STONE/BRICK TYP.
3/4" = 1'-0"



4 A311N MTL PANEL/ CAST STONE/ BRICK W/ CURTAIN WALL
3/4" = 1'-0"

[1] REFER TO "MATERIAL LEGEND - EXTERIOR" FOR MATERIALS
[2] REFER TO EXTERIOR ELEVATIONS & DETAILS FOR ADDITIONAL INFORMATION

WALL SECTION SCHEDULE[1,2]	
CODE	DESCRIPTION
CSTN-1	- 3 5/8" BRK-1, BRICK VENEER - 1 1/2" AIR SPACE - 3" (MIN R-18) POLYISOCYANURATE INSULATION - FLUID-APPLIED VAPOR-IMPERMEABLE AIR BARRIER - 5/8" GLASS MAT EXTERIOR SHEATHING - 6" METAL STUD FRAMING - 5/8" GYP BOARD
S6BRK-1	- 3 5/8" BRK-1, BRICK VENEER - 1 1/2" AIR SPACE - 3" (MIN R-18) POLYISOCYANURATE INSULATION - FLUID-APPLIED VAPOR-IMPERMEABLE AIR BARRIER - 5/8" GLASS MAT EXTERIOR SHEATHING - 6" METAL STUD FRAMING - 5/8" GYP BOARD
S6MCM-1	- METAL PANEL, MCM-1 - 1 1/2" AIR SPACE - 3" (MIN R-18) POLYISOCYANURATE INSULATION - FLUID-APPLIED VAPOR-IMPERMEABLE AIR BARRIER - 5/8" GLASS MAT EXTERIOR SHEATHING - 6" METAL STUD FRAMING - 5/8" GYP BOARD
X6EIFS-1	- 3" (MIN R-18) EIFS (EXTERIOR INSULATION FINISH SYSTEM) - FLUID-APPLIED VAPOR-RETARDING AIR BARRIER - 5/8" GLAS-MAT EXTERIOR GYPSUM SHEATHING - 6" METAL STUD FRAMING - 5/8" GYPSUM BOARD
EXTERIOR METALS/FLASHINGS	
COPE-1	- PREFINISHED METAL COPING, SEE EXTERIOR MATERIAL SCHEDULE
FASCIA	
FCFA-X	- FIBER CEMENT FASCIA, SEE EXTERIOR MATERIAL SCHEDULE
FLOOR	
FLR-1	- 4" CONCRETE SLAB ON GRADE, SEE STRUCTURAL - UNDERSLAB VAPOR RETARDER, SEE SPECIFICATIONS - COMPACT DRAINAGE FILL, SEE STRUCTURAL
FLR-2	- 4" CONCRETE SLAB ON 2" METAL DECK (6" TOTAL SLAB THICKNESS), SEE STRUCTURAL
ROOF	
R1A	- 60MIL BLACK EPDM, FULLY ADHERED - 1/2" GLASS-MAT GYPSUM COVERBOARD - TAPERED POLYISOCYANURATE INSULATION - MINIMUM 5" (R-30) POLYISOCYANURATE INSULATION (2 LAYERS W/ STAGGERED JOINTS) - 30 MIL VAPOR RETARDER - 5/8" GLASS-MAT GYPSUM SUBSTRATE BOARD - METAL DECK, SEE STRUCTURAL - FRAMING, SEE STRUCTURAL
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WINDOW SYSTEM - ALUMINUM	
ALWD-1	- ALUMINUM STOREFRONT SYSTEM BASIS OF DESIGN KAWNEER 451T CENTER SET
ALWD-2	<varies>
IG-2	- SPANDREL GLASS, SEE GLAZING TYPES FOR MORE INFORMATION - 2" FOIL-FACED MINERAL WOOL INSULATION INSTALL PER WINDOW MANUFACTURERS RECOMENDATIONS. HOLD MINERAL WOOL 1" MIN OFF FACE OF GLASS. TIE FOIL-FACE INSTO WINDOW SYSTEM TO COMPLETE BUILDING VAPOR BARRIE

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26.004

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WALL SECTIONS

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ENTRANCE PERSPECTIVE

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NURSING RENOVATION

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PROGRESS DOCUMENTS

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PROJECT INFO

Date
02.23.2026

Project No.
26.004

SHEET TITLE

EXTERIOR RENDERINGS

A700N

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COURTYARD PERSPECTIVE

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PROJECT

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NURSING RENOVATION

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PROGRESS DOCUMENTS

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PROJECT INFO

Date
02.23.2026

Project No.
26.004

SHEET TITLE

EXTERIOR RENDERINGS

A701N

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 23, 2026**
SUBJECT: **Almo Corporation LP. The applicant is seeking conditional use grant, building and site plan amendment, and master sign plan approval to allow for warehousing for the property located at 5201-5401 W. Donges Bay Road [Remove from table].**

Background: The applicant requests a conditional use grant for a warehouse as a principal use located at 5401 W Donges Bay Road. Almo Industries has been occupying approximately 281,000 square feet of the 464,000 square feet building since 2012. The Planning Commission determined at the February 23, 2026, meeting that the primary use of the site is a warehouse as a principal use. The property is zoned B-5 (Industrial), which allows warehouses as a principal use as a conditional use.

Public Input: The City has received over 100 complaints regarding the operational issues at the site dating back to late 2023. There have been fourteen (14) complaints received from November 2025 through January 8, 2026. The nature of these recent complaints are the same as the historic complaints and are the operations in which the applicant states, according to application, are expressly prohibited. Staff has also received several complaints since the last PC meeting on February 23rd (see attached).

Site Plan Amendment:
As part of the application for the Conditional Use Grant, the applicant has submitted a site plan that shows a gate at Donges Bay Road and potential barriers along the parking lot. An email from the applicant provides conflicting information stated that the existing gate will be used and the gate at Donges Bay will no longer be requested. The updated gate location is being requested to allow for trucks to turn around in the northeast parking lot when the gate is closed. Staff is not supportive of either option. The gate at Donges Bay Rd would impact traffic flow along the road and the use of the existing gate moves the location for potential idling of trucks closer to the recently approved plex development (Donges Cove).

Staff took the opportunity to develop a site plan option for the Planning Commission to consider that will help address the current issue as well as to address current deficiencies on site (see attached). The plan calls for a gate approximately 100 feet into the site to prevent any traffic impacts on Donges Bay Road. Staff would require the gate to be manned physically or actively

manned remotely 24 hours a day. In addition to the gate, staff is recommending new landscaped islands along the drive aisle that would prevent trucks from accessing the parking lot. The combination of these would ensure that the trucks would be monitored as they enter and would not be able to park and idle in the parking lot. The plan also includes recommendations regarding current site deficiencies including the repair or removal of the parking lot on the north portion of the site which has fallen into disrepair and the restoration of grass along the driveway that has been damaged by vehicles including removing of boulders. Staff recommends implementation of all improvements by June 30, 2026.

Master Sign Plan:
The proposed master sign plan shows 24 total signs throughout the site. Some of these signs, including the handicap parking signs, are regulatory and not required to be a part of the master sign plan. It is also difficult for staff to analyze the proposed plan when there are site plan issues that still need to be finalized. Staff recommends tabling the master sign plan until the final site plan has been approved.

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

1. **The proposed use should not endanger the public health, safety or general welfare of the city and the immediate neighborhood.**
   The building is regulated by the Commercial Building Code. Activities other than deliveries will occur inside the building. Access to the site is from Donges Bay Road which is considered a local arterial and is capable of handling the truck traffic from both a volume and a geometric standpoint. The City has received numerous complaints regarding long-term parking, long-term idling and overnight resting within idling trucks over the course of two (2) years. Those activities have been confirmed through the city enforcement process and reporting by the Mequon Police Department (see attached). The proposed use has had an impact on the public health, safety or general welfare of the city and particularly the immediate neighborhood. Subject to necessary conditions of operations and site improvements, staff believes those impacts can be mitigated.

2. **The proposed use should not injure the value of adjoining or abutting property.**
   Based on the proposed plan of operations, there will be an average of 16-24 truckloads per shift. All loading and unloading will occur during business hours. Staff recommend a condition of approval that trucks shall not idle. Trucks shall not idle during loading or unloading and shall not remain parked on the premises. In addition, staff will require that no truck traffic to or from the site shall occur outside business hours.

   Staff inquired why Almo Industries operates a 3rd shift, but not a 2nd shift. Almo Industries has not provided a rationale to why a second shift is not a viable option. Staff believes a second shift operation will be less impactful to the immediate neighborhood and should be considered.

Subject to these conditions and the staff site plan improvements, staff believes the use may not be injurious to the value of adjoining property.

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

The area is a mix of uses including industrial, restaurants, single family homes and a gas station. The proposed use will not change the variety of uses in the area or make it less compatible to other existing uses. The hours of operation at the site will be between 7:00 A.M. to 5:00 P.M. Monday thru Friday for first shift and 11:00 P.M. to 7:30 A.M. for the overnight shift. There is an occasional Saturday shift from 6:00 A.M. to 11:00 A.M. six to ten days a year. Staff recommends as a condition of approval that they will be required to submit an annual schedule of the dates the use is operating on Saturday and shall be limited to no more than 10 occurrences per year. The number of employees will vary between 6-14 individuals at any given time. Planning staff believes the proposed use and activities may be harmonious with the surrounding uses.

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

The applicant is working toward wetland and waterway compliance and has been in contact with the WDNR and a consultant. The applicant will return to Planning Commission for the parking lot modifications on the south edge of the site once WDNR has permitted the work or required the applicant to make other corrections.

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

1. Staff review and approval of final floor plans.
2. Delivery trucks shall not idle during loading or unloading.
3. Trucks shall not remain parked on the premises after loading or unloading.
4. There shall be no truck traffic to or from the site outside the listed business hours.
5. The applicant shall submit an annual schedule of the dates they will be open on Saturday and shall be limited to no more than ten (10 occurrences per year.
6. Implementation of the staff site plan option by June 30, 2026.
7. The design of the final gate and personnel structure shall be subject to staff approval.
8. A phase I site and landscaping plan implementing staff's recommendations is subject to Planning Commission approval and shall be submitted for application no later than April 20, 2026, for action by the Planning Commission on May 18, 2026.
9. The phase 2 site plan amendment shall return to Planning Commission once

the Department of Natural Resources has made a decision on the wetland fill issue. The applicant shall apply to Planning Commission for this approval within 90 days from this approval to request building and site plan amendment approval or to request an extension if DNR permitting has not been obtained.

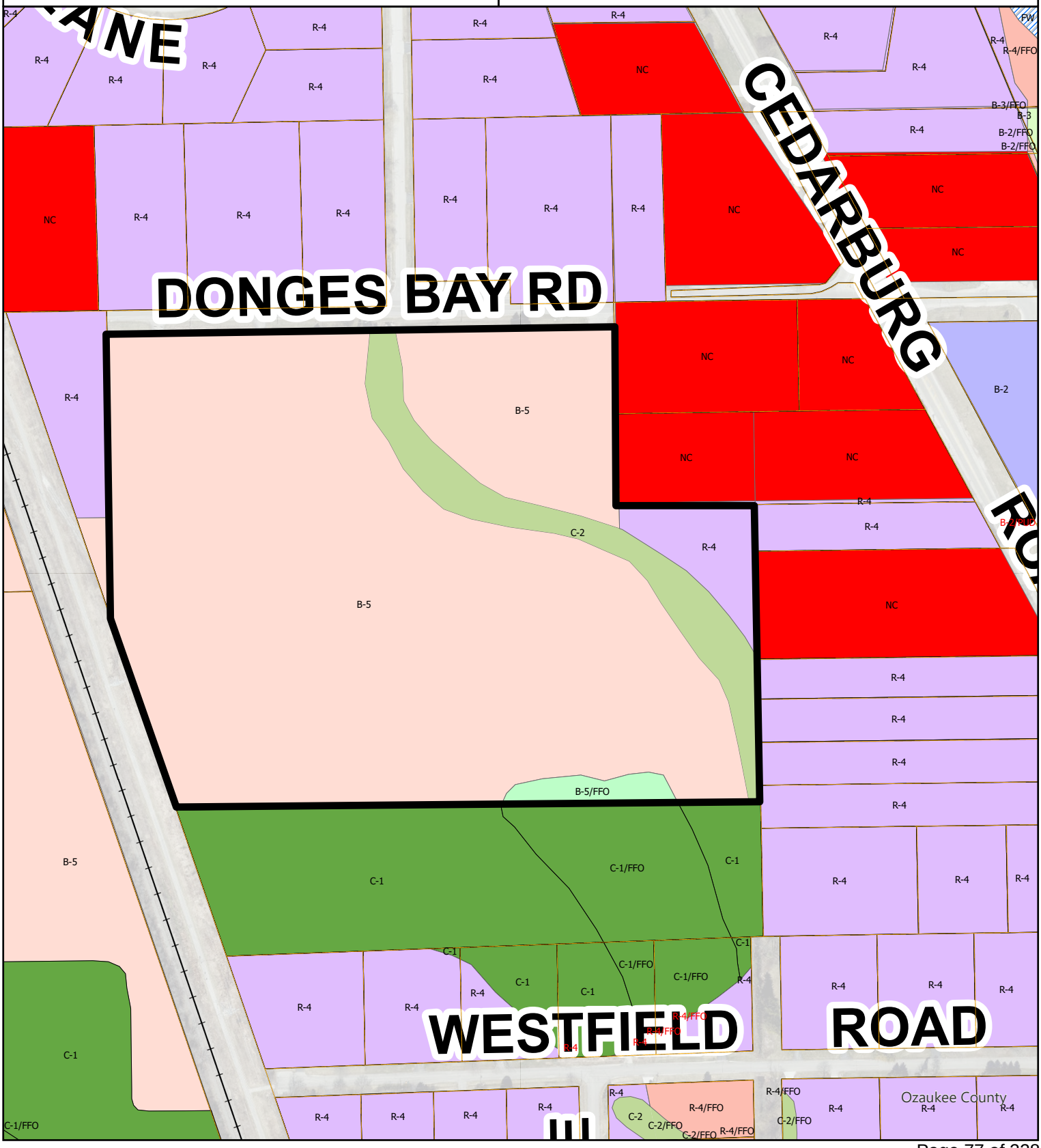
Planning staff recommends **tabling** the master sign plan based on the following criteria:

1. Determination of final site plan amendment.

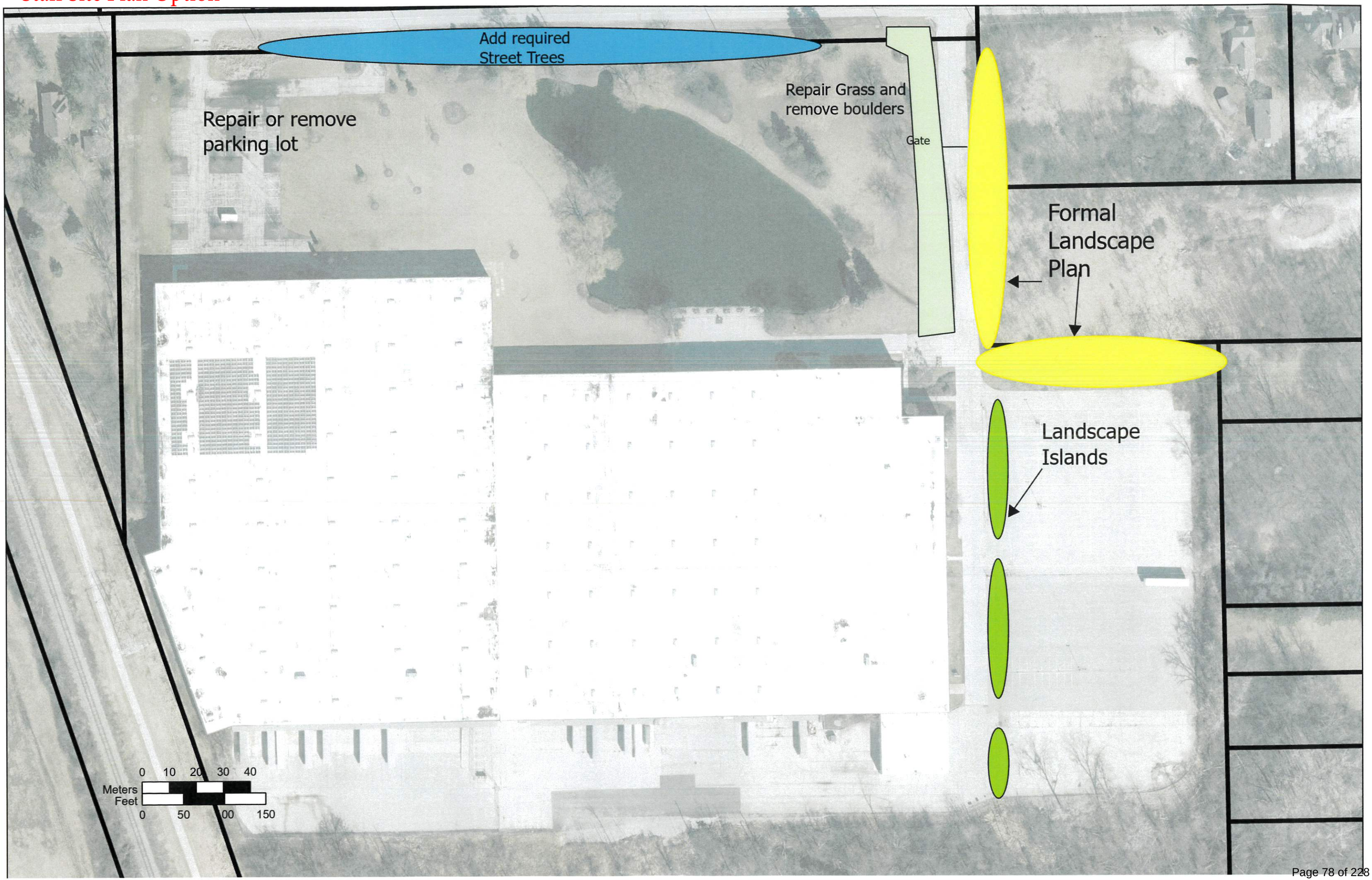
Attachments:
Packet Docs_Almo_03.23.26

ALMO

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



Staff Site Plan Option



Supplement in Support of Almo Corporation's Planning Commission Application for Conditional Use Grant

March 2, 2026

This supplement is submitted in support of the Almo Corporation's ("**Almo**") Conditional Use Grant application to continue its operations in the multitenant building located at 5401 W. Donges Bay Road. The building was built in 1971 and is owned by 5401 W Donges Bay Owner LP ("**Property Owner**"). Almo leases the western suite on the property (labeled below), which is located over 550 feet away from the eastern parking lot that is controlled and maintained by the Property Owner.



I. Introduction

Since 2012, Almo has conducted wholesale distribution operations at the property without any significant changes. As such, Almo currently holds an occupancy permit under NAIC Code Wholesaling/Distribution.

In 2025, City staff contacted the Property Owner and Almo to determine if Almo was operating as a "transportation terminal" for which a Conditional Use Grant would be required. Almo later submitted a determination of use application. At the Planning Commission meeting on February 3, 2026, the Planning Commission determined that Almo's use was "warehousing." Because a warehouse use and a transportation terminal use are conditional uses in the B-5 Light Industrial District, Almo submits this application to request to continue its operations at the property.

A. Almo's Business Operations:

Overview. Almo operates and desires continue to operate according to the B-5 Light Industrial District requirements. Almo's operations include the permitted uses of wholesale trade and distribution and the conditional uses of transportation terminals and warehousing as a principal use.

i. Primary Functions. Almo's permitted use operations (wholesale trade and distribution) and its conditional use operations (transportation terminals and warehousing) involve storage, wholesaling, and distribution of major appliances, premium appliances, consumer electronics, professional A/V equipment, furniture and housewares, distributing its inventory directly to its customers, and providing employees office space to facilitate and oversee its operations.

ii. Space Allocation. The interior space allocated for Almo's use totals 280,395 square feet of which approximately 1,000 square feet is the business office area. Almo's exterior space includes an employee vehicle parking area, exterior docks, and truck maneuvering area to the exterior docks.

iii. Accessory Functions. Almo does not have accessory functions.

iv. Number of Employees. Almo has 20 employees, 14 employees are staffed during the 7:00 a.m. to 5:00 p.m. shift and 6 are staffed during the 11:00 p.m. to 7:30 a.m. shift.

v. Hours of Operation. Almo operates during two shifts Monday through Friday with occasional weekend work as detailed below:

    a. Daytime Shift (Monday through Friday): 7:00 a.m. to 5:00 p.m.
        i. Loading/Unloading 16-24 Truckloads/Shift.
    b. Overnight Shift(Monday through Friday): 11:00 p.m. to 7:30 a.m.
        i. Loading/Unloading 16-24 Truckloads/Shift.
    c. Weekend Work: typically Saturday 6:00 a.m.-11:00 a.m.
        i. Occurs between six to ten days a year.

vi. Third-Party Truck Management Details.

1. Third-party, professional trucking companies provide distribution services to Almo. These trucking companies utilize semi-trucks and box trucks to pick up and deliver products. Almo only receives product when employees are on site.

2. Trucks are only permitted on Almo's leased premises when they are actively delivering or receiving products and are instructed not to idle while onsite. There is a gate to Almo's leased premises and trucks are only allowed on site per a scheduled time and to actively load and unload. Trucks back up to one of the exterior docks to be loaded and unloaded. All loading and unloading is done inside the building via the exterior docks. The trucks are shut off during loading, unloading, and when they are onsite except when maneuvering to and from the exterior docks and during required safety inspections.
3. Almo also expressly prohibits truck engine idling at the property including when trucks are at the exterior docks. Almo's employees are trained to inform drivers to turn off their engines upon backing into the loading dock and not to turn the engines back on until the driver is released with signed paperwork. Employees periodically survey the property for idling trucks and instruct drivers in violation to turn off engines. If trucks do not heed their instructions, employees are instructed to call local authorities and report the driver to the trucking company and/or customer.
4. Almo expressly prohibits prolonged truck parking, which includes overnight parking when no shifts are working in the building or arriving too early for their appointment. Employees periodically survey the property for parked trucks and instruct drivers in violation to leave the property. If trucks do not heed their instructions (or they are unattended), employees are instructed to call local authorities and report the driver/truck to the trucking company and/or customer.
5. Property Owner and Almo posted various instructional and directional signs for visitors, employees, and third-party truck drivers regarding the prohibited truck parking and truck engine idling. Almo will work with the City and Property Owner to ensure signs under its purview align with City Code and have all necessary permits.
6. Almo and the Property Owner continue to coordinate efforts to possibly erect a gate at the main entrance of the property to control unauthorized access. *See* Proposed Gate map annotation. Further, Almo and the Property Owner continue to coordinate efforts to repair and reactivate the gate on the east side of the building between the eastern parking lots which are not leased or maintained by Almo. *See* Existing (Repaired) Gate map annotation. Finally, Almo and the Property Owner continue to coordinate efforts to possibly erect a gate or other barriers to limit truck access to the eastern parking lots which are not leased or maintained by Almo. *See* Potential Barriers map annotation.

B. **Basis For Request**

i. Overall Basis for Request. For fourteen years, Almo's operations in the City of Mequon have advanced the public interest by providing stable jobs, supporting employment of trucking professionals, and delivering goods used by everyday

consumers. Almo's operations further embrace the public interest by being classified as permitted uses and conditional uses within the B-5 Light Industrial zoning district.

Additionally, Almo's safety focused mindset and emphasis on smart and considerate trucking procedures demonstrates its commitment to the public health and safety of its employees, neighbors, and community at large.

Almo's business operations and presence in the City of Mequon benefits the economic development of the community through employment, local and state taxes, and steady supply of consumer goods, all of which directly benefits the general welfare of the City and its residents.

Finally, Almo's operations in no way 1) materially endangers the public health, general welfare, and safety, 2) substantially injures the value of adjoining or abutting property, 3) is inharmonious with the area it is located, nor 4) fails to be in general conformity with City's plans. As noted above, Almo enhances public health, general welfare and safety in the City. Almo has been an established Mequon business at this very same location for the last 14 years and its actual operations have not changed and its use is either expressly permitted or allowed by conditional use in the property's zoning in alignment with the City's plans.

Because Almo's permitted uses of wholesale trade and distribution and the conditional uses of transportation terminals and warehousing as a principal use benefit the public interest, health, and safety and general welfare and is harmonious with the intent of zoning for this property, we respectfully request that the Planning Commission approve Almo's Conditional Use Grant request to continue operating in the City.

II. Conclusion

On behalf Almo Corporation, we respectfully request approval of the Conditional Use Grant at 5401 W. Donges Bay Road.

Respectfully Submitted,

Almo Corporation

Mike Shive - Vice President, Operations
and
Dan Frank, Esq. - Vice President, General Counsel

Amundsen Davis LLC

Brian C. Randall, Esq.
and
Kristina S. Atterholt, Esq.

Quarles

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St. Louis
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Writer's Direct Dial: 414-277-5155
E-Mail: Eric.Vanschyndle@quarles.com

March 2, 2026

VIA EMAIL

Jac Zader
Assistant Director
jzader@cityofmequonwi.gov

RE: Site Plan Amendment
Master Sign Plan

Dear Mr. Zader:

As you know, my firm represents the owner of 5401 W Donges Bay Road (the "Owner"). In response to the February 24, 2026, letter (the "Letter") please consider the following.

Site Plan Amendment

The City verbally notified the Owner of a potential environmental issue on November 6, 2025, and received further details regarding the same on January 8, 2026. Since that time the Owner has taken steps to obtain a wetland delineation report and concurrence by the WDNR, as well as a determination of waterway navigability from the WDNR. As to both issues, it required multiple phone calls to the WDNR to get a human being to respond. The Owner is now directly in contact with a WDNR Supervisor, Travis Schroeder.

Along with the direct WDNR communications, the Owner is engaging Ruekert & Mielke to draft the necessary documentation to obtain the determinations and reports noted above. The Owner is proceeding as diligently as possible on this point.

Gate

As mentioned at the February 23, 2026, Planning Commission meeting, the Owner is committed to the City, and committed to doing what is needed to ensure operations can continue on the property in harmony with the neighborhood. To that end, the Owner is evaluating activating a gate already in place on the property, and providing any denied-after-hours-truckers a turnaround path to exit the property. I plan to follow up with City staff as to what the City believes are needed approvals – if any – to facilitate the gate.

Master Sign Plan

As I believe the City is aware, the signs that were placed around the property were in an effort to ensure there is no truck idling on site. Enclosed with this letter is a Site Plan with sign locations, quantities, dimensions, color, and materials. We do not contemplate adding any further signs at this time. And, further, if the City prefers that the signs be removed – instead of approved- we are amenable to that resolution.

In total there are:

- Five No Idling signs at various sizes;
- Two Stop signs;
- Two No Trucks;
- Two "Stop NO semi-truck access from 6:00 PM to 11:00 PM";
- Two "Stop NO semi-truck access beyond this point!";
- Four Handicap signs and one Van Accessible sign; and
- Four "No fishing" signs around the pond.

The numbers on the attached picture correspond with the following pictures.

1. In front of former tenant, DHI, North entrance 12" L x18" H, metal.



2. In front of former tenant, DHI, entrance 12x18 standard sign.



3. Main driveway going East 24" L x 12" H. 2 ea.



4. Entrance to main driveway, left side.



5. Main driveway entrance, right side Stop sign- Standard measurement, 24X24, metal Speed limit – 24" L x 12" H.



6. North entrance to NE lot. 24” L x 18” H,



7. Standard stop sign when exiting NE lot 24x24, metal.



8. South entrance to NE lot 24" L x 18" H, metal



9. East (left) side at gate entrance. Munson (fence vendor) sign – 18" W x 5" H
No Idling sign – 18" L x 12" H, metal.



10. West (right) side at gate entrance, Yield – Standard approved sign, metal, No smoking – 14" W x 10" H , No Overnight Parking - 18" W x 24" H, No Idling sign – 36x36 metal.



11. Lot entrance outside tenant's, Wachtel, East entrance to space. Standard approved sign 24x24 metal.



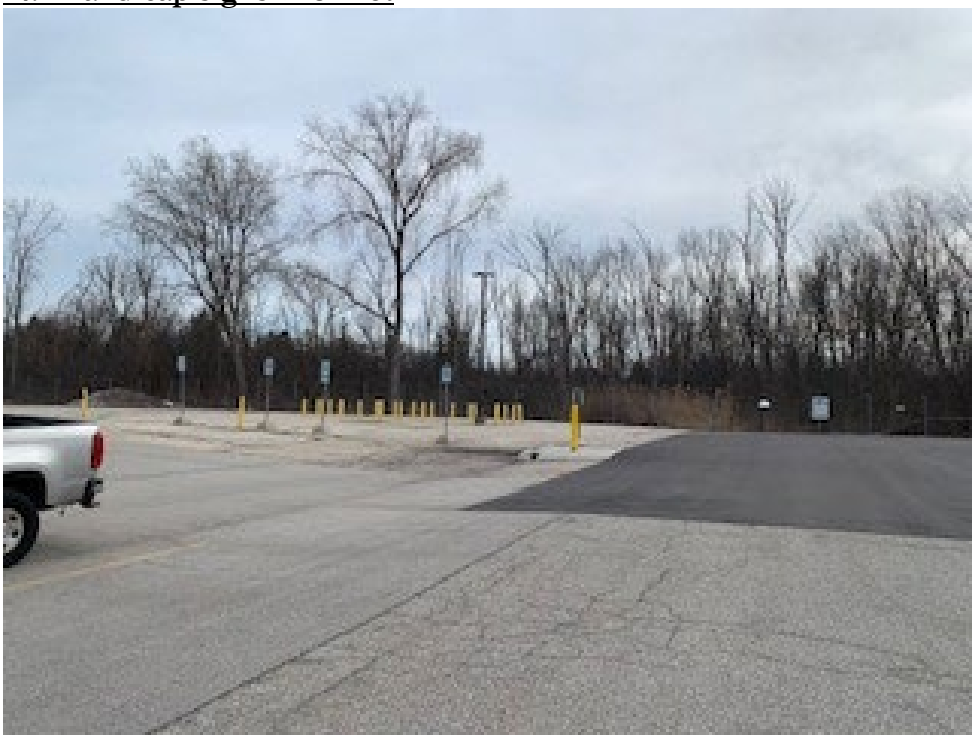
12. Exiting lot outside tenant's (Wachtel) space. Standard approved sign 24x24 metal,



13. Sample of handicap sign at SE lot. Standard approved measurements and metal material.



14. Handicap signs in SE lot



15. Vacated sign, 80 L" x 6" W x 93" H, Metal



16. SE fence corner.18 W x 12" H. Metal.



17. SE Lot – No semi-truck access beyond this point! Violators will be fined. 24x24 metal.



18. Entrance turn direction to truck dock area. 36" L x 48" H metal



19. Located at entrance to truck dock area right of above Almo sign. 18" L x 12" H Metal.



20. Tenant sign at its main entrance 23" L x 17" H metal



21. Right side of Almo's truck entrance gate 24" x 36" metal



22. Left side of Almo's truck entrance gate. 24x24 Metal sign.



23. No fishing etc. signs around pond. 12' x12"



24. Monument sign. Double-sided with exterior ground lighting. Base – 120" L x 24" W x 46" H Sign -108" L x 13" W x 66" H



Thank you for your consideration.

Very truly yours,

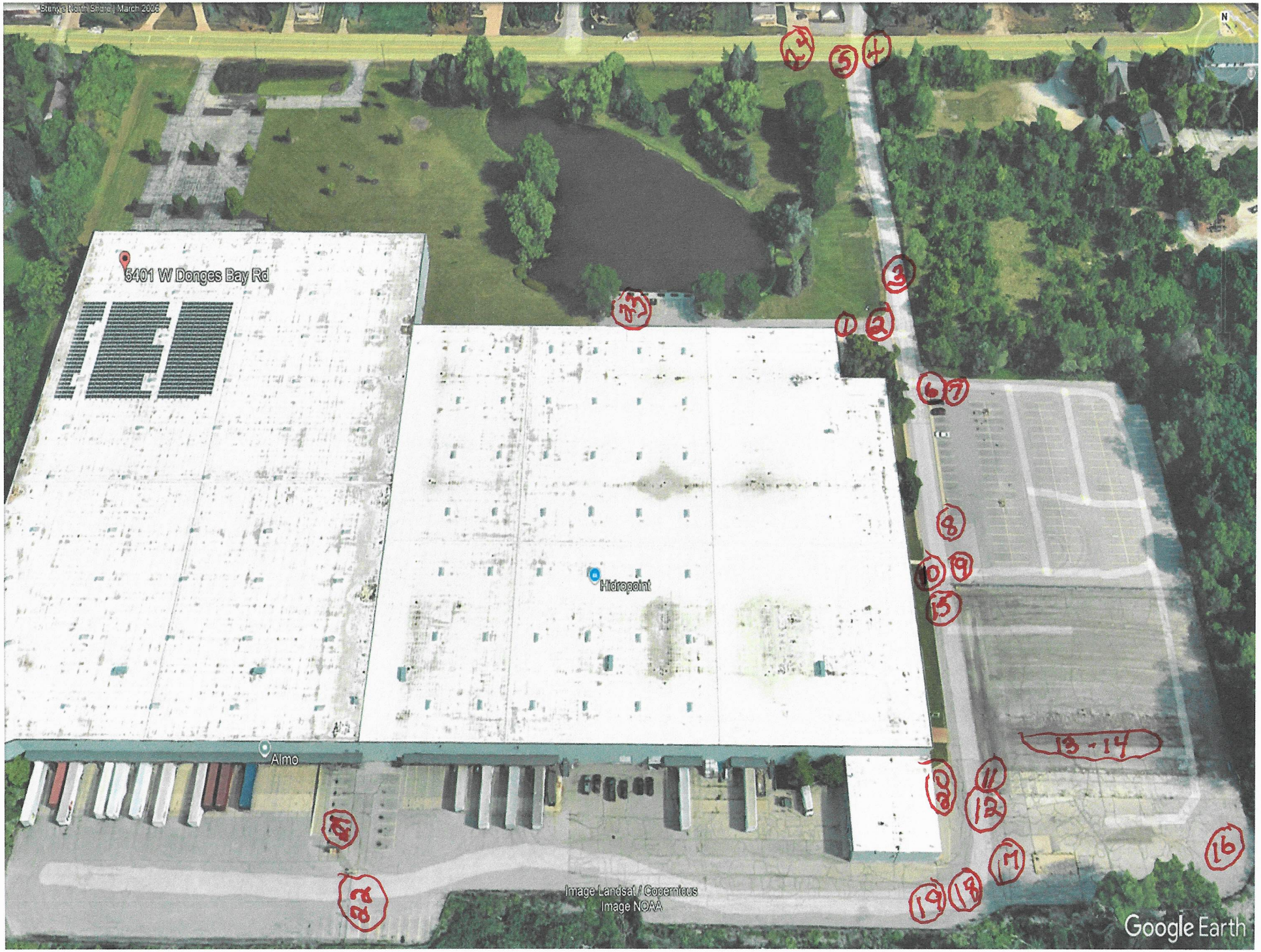
QUARLES & BRADY LLP

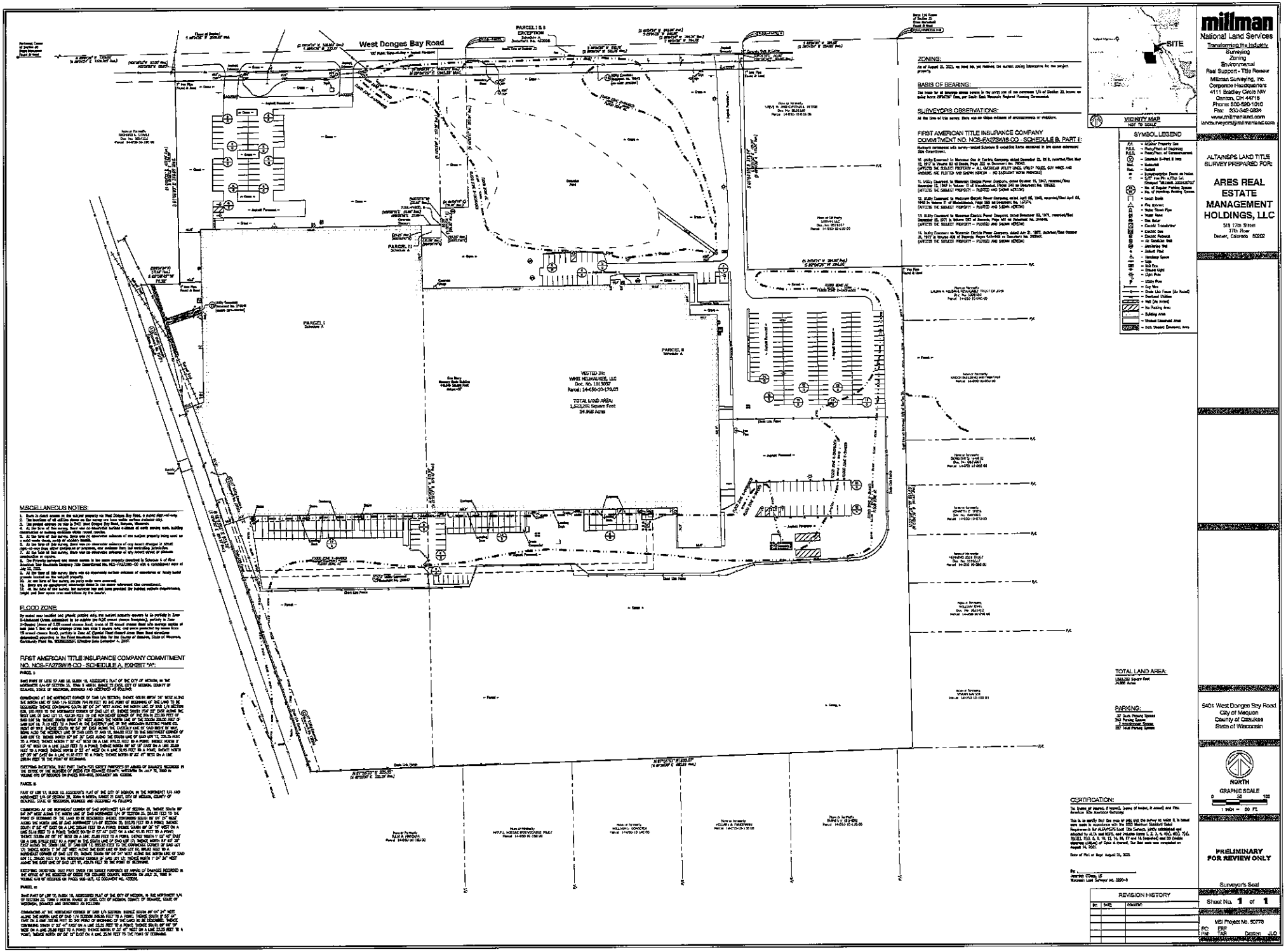
Electronically signed by Eric Van Schyndle

Eric Van Schyndle

Enclosure

cc: rbuzzell@ci.mequon.wi.us


5401 W Donges Bay Rd
Hidropoint
Almo
Image Landsat / Copernicus
Image NOAA
Google Earth



millman
National Land Services
Transforming the Industry
Surveying
Zoning
Environmental
Real Support - Title Review
Millman Surveying, Inc.
Corporate Headquarters
4111 Bradley Circle NW
Canton, OH 44718
Phone: 800-520-1010
Fax: 330-342-0884
www.millmanland.com
landsurveyors@millmanland.com

ALTA/NSPS LAND TITLE SURVEY PREPARED FOR:

ARES REAL ESTATE MANAGEMENT HOLDINGS, LLC
515 17th Street
17th Floor
Denver, Colorado 80202

5401 West Donges Bay Road
City of Mequon
County of Ozaukee
State of Wisconsin

PRELIMINARY FOR REVIEW ONLY

Surveyor's Seal

Sheet No. 1 of 1

MSI Project No. 50778
PC: ERR
PM: TAR
Drafter: JLO

Public Feedback

1) **From:** patty bosch <tobygilberts.spencer1@gmail.com>
Sent: Thursday, March 5, 2026 8:43 PM
To: Brian Sajdak <brian@wrslegal.net>; Jeffrey Hansher <jhansher@cityofmequonwi.gov>; Kimberly Tollefson <KTollefson@cityofmequonwi.gov>; Kimberly Tollefson <KTollefson@cityofmequonwi.gov>
Subject: Truck Trucks running behind the house

Hello March 5th 2026 earlier than 8pm a truck parks behind the house . The truck is loud, smells bad the fumes come in the house and causing health issues. This particular red tractor and trailer parks behind the house often. Tonight he is running on a very loud generator run by some type of gas causing fumes to enter the house.
Thank you for your time .
Patty

2) **From:** patty bosch <tobygilberts.spencer1@gmail.com>
Sent: Tuesday, March 10, 2026 9:29 PM
To: Brian Sajdak <brian@wrslegal.net>; Jeffrey Hansher <jhansher@cityofmequonwi.gov>; Kimberly Tollefson <KTollefson@cityofmequonwi.gov>; Kimberly Tollefson <KTollefson@cityofmequonwi.gov>
Subject: Trucks parked and run behind the house

March 10th 2026 before 9pm truck parks behind the house the truck fumes enter the house causing health issues. I will send photo as soon as the phone allows .
Thank you
Patty

Activity Log – 5201 W Donges Bay Road
(06/12/2025 – 07/07/2025)

	Date	Day of Week	Time	CFS Number	Activity Reported
1.	06/12/2025	Thursday	9:19pm	25-16160	Two parked tractor-trailers (one idling). No active loading/unloading.
2.	06/12/2025	Thursday	10:45pm	25-16166	Two parked tractor-trailers (one idling, one not idling). No active loading/unloading.
3.	06/13/2025	Friday	9:02pm	25-16245	No parked semi's or delivery vehicles. No active loading/unloading.
4.	06/13/2025	Friday	11:59pm	25-16252	No parked semi's or delivery vehicles. No active loading/unloading.
5.	06/15/2025	Sunday	6:32pm	25-16383	**Complaint by Thomas Noeske; One parked tractor-trailer (idling).**
6.	06/16/2025	Monday	9:24pm	25-16476	No parked semi's or delivery vehicles. No active loading/unloading.
7.	06/16/2025	Monday	11:46pm	25-16484	No idling semi's. Some parked personal vehicles, but no noise heard.
8.	06/17/2025	Tuesday	7:40pm	25-16585	No parked semi's or delivery vehicles. No active loading/unloading
9.	06/17/2025	Tuesday	10:43pm	25-16597	One parked tractor-trailer (idling). No active loading/unloading.
10.	06/18/2025	Wednesday	2:26am	25-16610	No parked semi's or delivery vehicles. No active loading/unloading. Several employee vehicles parked in rear lot.
11.	06/18/2025	Wednesday	6:16am	25-16622	One tractor-trailer in loading dock bay (not idling). Several employee vehicles parked in rear lot.
12.	06/18/2025	Wednesday	6:42pm	25-16687	No idling semi's.
13.	06/18/2025	Wednesday	9:39pm	25-16703	No idling semi's.
14.	06/19/2025	Thursday	8:44pm	25-16809	No parked semi's or delivery vehicles.
15.	06/20/2025	Friday	10:47pm	25-16917	No parked semi's or delivery vehicles.
16.	06/20/2025	Friday	11:43pm	25-16918	No idling semi's.
17.	06/21/2025	Saturday	6:42pm	25-16995	No parked semi's.
18:	06/21/2025	Saturday	9:57pm	25-17011	No parked semi's.
19.	06/22/2025	Sunday	2:19am	25-17020	No parked semi's. One employee vehicle parked in rear lot. No running vehicles.
20.	06/22/2025	Sunday	7:24am	25-17032	No parked semi's. One employee vehicle parked in rear lot (not running).
21.	06/22/2025	Sunday	1:14pm	25-17066	**Complaint by Thomas Noeske; One parked tractor-trailer (idling).**
22.	06/22/2025	Sunday	6:20pm	25-17077	**Complaint by Patricia Bosch; One parked tractor-trailer (idling).**
23.	06/22/2025	Sunday	10:19pm	25-17088	Two parked tractor-trailers (one idling). No active loading/unloading.

Activity Log – 5201 W Donges Bay Road
(06/12/2025 – 07/07/2025)

24.	06/22/2025	Sunday	11:07pm	25-17092	Two parked tractor-trailers (one idling). No active loading/unloading.
25.	06/23/2025	Monday	8:52pm	25-17176	**Complaint by Thomas Noeske; Two tractor-trailers idling (one actively unloading in loading dock).**
26.	06/23/2025	Monday	11:08pm	25-17185	One tractor-trailer unloading. One tractor-trailer near the loading docks, about to unload. One parked tractor-trailer (idling).
27.	06/24/2025	Tuesday	3:16am	25-17201	One tractor-trailer in loading dock (not idling). Two parked tractor-trailers (one idling).
28.	06/24/2025	Tuesday	4:59am	25-17207	One parked tractor-trailer (not idling). No active loading/unloading.
29.	06/25/2025	Wednesday	6:04am	25-17297	No parked tractor-trailers. Numerous parked employee vehicles (not running).
30.	06/26/2025	Thursday	6:28am	25-17387	One tractor-trailer in loading dock (not idling). Several parked employee vehicles.
31.	06/27/2025	Friday	3:16am	25-17473	One tractor-trailer in loading dock (not idling), being loaded/unloaded. One parked tractor-trailer (not idling).
32.	06/27/2025	Friday	11:04pm	25-17572	No trucks present.
33.	06/28/2025	Saturday	6:43am	25-17587	No semi's, trucks or other vehicles present.
34.	06/28/2025	Saturday	9:42pm	25-17658	No parked semi's or delivery vehicles. No active loading/unloading.
35.	06/29/2025	Sunday	7:09am	25-17693	No semi's or employee vehicles present.
36.	06/29/2025	Sunday	10:45pm	25-17768	One parked tractor-trailer (idling). No active loading/unloading.
37.	06/30/2025	Monday	9:08pm	25-17875	**Complaint by Thomas Noeske; One parked tractor-trailer (idling), in an area where they are allowed to idle.**
38.	07/01/2025	Tuesday	9:48pm	25-17981	No semi's, delivery trucks, or employee vehicles present. No active loading/unloading.
39.	07/04/2025	Friday	4:50am	25-18216	No semi's present.
40.	07/04/2025	Friday	9:05pm	25-18293	No semi's, delivery trucks, or employee vehicles present. No active loading/unloading.
41.	07/05/2025	Saturday	2:06am	25-18306	No semi's present. No active loading/unloading.
42.	07/05/2025	Saturday	9:12pm	25-18375	No semi's, delivery trucks, or employee vehicles present. No active loading/unloading.
43.	07/06/2025	Sunday	9:06pm	25-18435	No vehicles idling. No active loading/unloading.

Activity Log – 5201 W Donges Bay Road
(06/12/2025 – 07/07/2025)

44.	07/07/2025	Monday	9:29pm	25-18517	Two tractor-trailers in rear, neither idling. Several parked employee vehicles, but no active loading/unloading.

RETURN TO:

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

PARCEL NO.:
140501017003

CONDITIONAL USE GRANT

Articles of Agreement made and entered into this 23rd day of March, by and between _____ owners of the property located at 5401 W Donges Bay Road and the City of Mequon Planning Commission.

Before the Planning Commission of the City of Mequon, Ozaukee County, Wisconsin, in regard to the premise located in Section 35, Range 21 East, in Township 9 North, Ozaukee County, State of Wisconsin, further described as follows:

LEGAL DESCRIPTION

Exhibit A-1

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statues, provide that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the Planning Commission of the City of Mequon having determined that by reason of the particular nature, character, and circumstances of the proposed use, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, **IT IS GRANTED**, subject to compliance with the terms and conditions hereinafter stated that the Premises may be used for the purpose of warehouse as a principal use.

GRANTED by action of the Planning Commission of the City of Mequon this 23rd day of March 2026.

_____

Andrew Nerbun, Mayor, Planning Commission Chairperson

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2026, the above named, Mayor, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

_____

Planning Commission Secretary

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2026, the above named _____, Planning Commission Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

The **CONDITIONS** of this Grant are:

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

2. This grant shall expire and become void unless, pursuant to the building and zoning codes of the City, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of Planning Commission approval noted above, or actual construction is commenced within twelve (12) months of the date on which the building permit was issued.

3. This grant is subject to amendment and termination in accordance with the provisions of the Zoning Code of this municipality.

4. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant, and annexed hereto.

5. Any of the conditions of this Grant which would normally be the responsibility of tenants of the Premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.

6. This grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.

7. The Grantee and its successors in interest shall hold the City of Mequon harmless from any claims or losses to the City or its residents including reasonable attorney fees arising from or related to use of the facilities.

8. Any change to the approved use or change to the building or site plan will require an amendment to the Conditional Use. Minor changes to the building and site plan shall be approved by the Department of Community Development.

9. **Conditions on the Operations:**

   a. Hours of operation:

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

   c. Water supply requirements:

   _____

   d. Provisions for sewage disposal:

   _____

e. Other:

- If the conditional use shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or if material problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten health or safety or to become a nuisance condition, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, or in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.

- If, despite efforts to prescribe conditions which render the conditional use harmonious in the surrounding neighborhood, problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten the peace and enjoyment of neighboring properties, or shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or shall threaten health or safety, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, and in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.

10. **Conditions of the structures:**

a. Site Plan: As per attached Exhibit A

b. Landscaping Plan: As on file with Community Development Department, City of Mequon

c. Elevations: As on file with Community Development Department, City of Mequon.

d. Sign: As on file with Community Development Department, City of Mequon

e. Floor Plan: As per attached Exhibit B.

f. Exterior lighting of the site and building: As on file with Community Development Department, City of Mequon

g. Fence / Wall / Dumpster plan details: As on file with Community Development Department, City of Mequon

h. The building shall comply with the building code.

11. **Conditions on the site:**

a. Street access (number, location, design): As on file with Community Development Department, City of Mequon

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

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

d. Parking, exterior lighting of the site, location design and power:

Any changes subject to Planning Commission approval.

e. Other:

Owner

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2026, the above named_____, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Ozaukee County, Wisconsin

Receipt of a true Copy of this instrument on behalf of the petitioner acknowledged the _____ day of _____, 2026

DRAFTED BY:
City Attorney, Brian Sadjak
City of Mequon
11333N Cedarburg Road
Mequon, WI 53092
Phone: (262) 236-2904

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 23, 2026**
SUBJECT: **Southland Industries for 5401 W. Donges Bay Owner LP. The applicant is seeking conditional use grant approval to allow for warehousing for the property located at 5201-5401 W. Donges Bay Road.**

Background: The applicant requests a conditional use grant for a warehouse as a principal use located at 5401 W Donges Bay Road. Southland Industries is proposing to occupy approximately 177,000 square feet of the 464,000 square feet building for a warehouse as a principal use. Southland is a mechanical engineering and construction firm that will supporting the Vantage Data Center in Port Washington. The property is zoned B-5 (Industrial), which allows warehouses as a principal use as a conditional use.

While not part of this application, the recommended site plan changes regarding the Almo conditional use application will be incorporated into the approval for this item.

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

1. **The proposed use should not endanger the public health, safety or general welfare of the city and the immediate neighborhood.**
   The building is regulated by the Commercial Building Code. Activities other than deliveries will occur inside the building. Access to the site is from Donges Bay Road which is considered a local arterial and is capable of handling the additional truck traffic from both a volume and a geometric standpoint. The proposed use has had an impact on the public health, safety or general welfare of the city and particularly the immediate neighborhood. Subject to necessary conditions of operations and site improvements, staff believe those impacts can be mitigated.

2. **The proposed use should not injure the value of adjoining or abutting property.**
   Based on the proposed plan of operations, there will be an average of 5-10 truck deliveries per week. All loading and unloading will occur during business hours. Staff recommends a condition of approval that trucks shall not idle. Trucks shall not idle during loading or unloading and shall not remain parked on the premises. In addition, staff will require that no

truck traffic to or from the site shall occur outside business hours. With these added conditions, staff believes the use will not injure the value of adjoining property.

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

   The area is a mix of uses including industrial, restaurants, single family homes and a gas station. The proposed use will not change the variety of uses in the area or make it less compatible to other existing uses. The hours of operation at the site will be between 7:00 A.M. to 5:00 P.M. Monday thru Saturday. The number of employees will vary in size between 4-6 individuals at any given time. Planning staff believes the proposed use and activities should be harmonious with the surrounding uses.

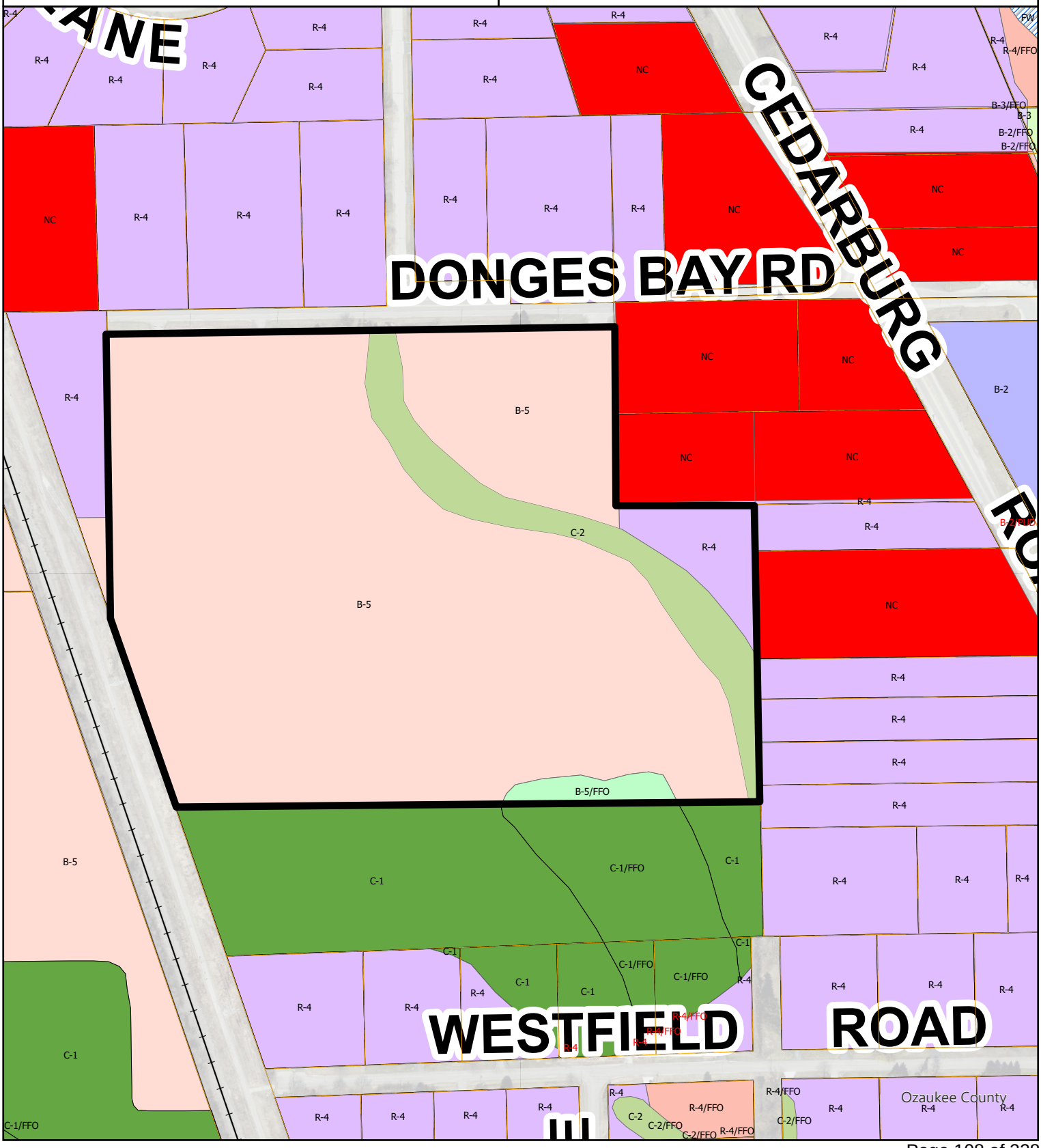
Staff Recommendation:
Planning staff recommends **approval** the conditional use grant based on the following criteria:

1. Staff review and approval of final floor plans.
2. Delivery trucks shall not idle during loading or unloading.
3. Trucks shall not remain parked on the premises after loading or unloading.
4. There shall be no truck traffic to or from the site outside the listed business hours.
5. Implementation of the staff site plan option by June 30, 2026.
6. The design of the final gate and personnel structure shall be subject to staff approval.
7. A phase I site and landscaping plan implementing staff's recommendations is subject to Planning Commission approval and shall be submitted for application no later than April 20, 2026, for action by the Planning Commission on May 18, 2026.

Attachments:
Packet Docs_Southland_03.23.26

SOUTHLAND INDUSTRIES

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



Southland Industries Business Plan of Operation

I. Overview.
Southland Industries will operate at 5401 Donges Bay Road in accordance with the B-5 Light Industrial District requirements. Southland Industries is a nationally recognized mechanical engineering and construction firm with more than 75 years of experience delivering design-build mechanical systems for complex commercial and mission-critical facilities throughout the United States.

Southland is currently supporting the Vantage Data Centers "Project Lighthouse" development in the region and has identified 5401 Donges Bay Road as an appropriate location for temporary storage and staging operations associated with that project.

The proposed use is limited to warehousing and staging of pre-manufactured mechanical equipment, along with minimal office functions necessary to coordinate deliveries and jobsite logistics. No manufacturing or fabrication activities will occur onsite.

II. Primary Functions.
Southland's primary use of the space is storage, staging, and distribution of mechanical systems and related equipment supporting the Vantage project. These warehousing and distribution activities are permitted within the B-5 Light Industrial District.

A. As noted above, mechanical systems (e.g., chillers, air handlers, piping assemblies, and related components) will be manufactured offsite and delivered to the property for temporary storage and coordination prior to transport to the active construction site.

B. A small portion of the building will support administrative office functions directly related to the warehousing operations, including inventory coordination and delivery scheduling.

C. See Sections IV and V, below, for number of employees and hours of operation.

III. Accessory Functions.
Southland does not have accessory functions beyond office space that directly supports its storage and staging operations.

IV. Number of Employees.
Southland will staff the facility with approximately 4–6 warehouse personnel. The staffing level reflects a low-intensity operational profile.

V. Hours of Operation.
Warehouse and office activities will occur during a single daytime shift as follows:

A. Daytime Shift (Monday through Saturday): 7:00 a.m. to 5:00 p.m.

1. Typical Truck Activity: An average of 5–10 truck deliveries per week.

B. No overnight operations are planned.

VI. Additional Operational Details.

A. No Manufacturing or Fabrication.
No fabrication, assembly, or manufacturing will occur at this location. All mechanical systems are manufactured offsite and delivered to the property for storage and staging only.

B. No Hazardous Materials.
The equipment being stored is non-hazardous and static in nature. No fuels, chemicals, or volatile substances will be stored onsite.

C. Limited Trucking Activity.
Deliveries will be handled by third-party professional trucking companies utilizing semi-trucks and box trucks. The anticipated delivery volume of 5–10 trucks per week is significantly lower than that of a traditional high-volume distribution or logistics center. Trucks will only be onsite while actively delivering or receiving equipment. All loading and unloading will occur within the building via designated dock doors.

D. Consistency with B-5 Light Industrial District Intent.
The proposed use reflects a low-to-moderate intensity warehousing and staging operation. It involves minimal staffing, limited truck activity, no hazardous materials, and no manufacturing. The use is consistent with permitted warehousing and distribution functions under the B-5 Light Industrial District and aligns with the district's intent to accommodate business and employment uses while minimizing operational impacts.



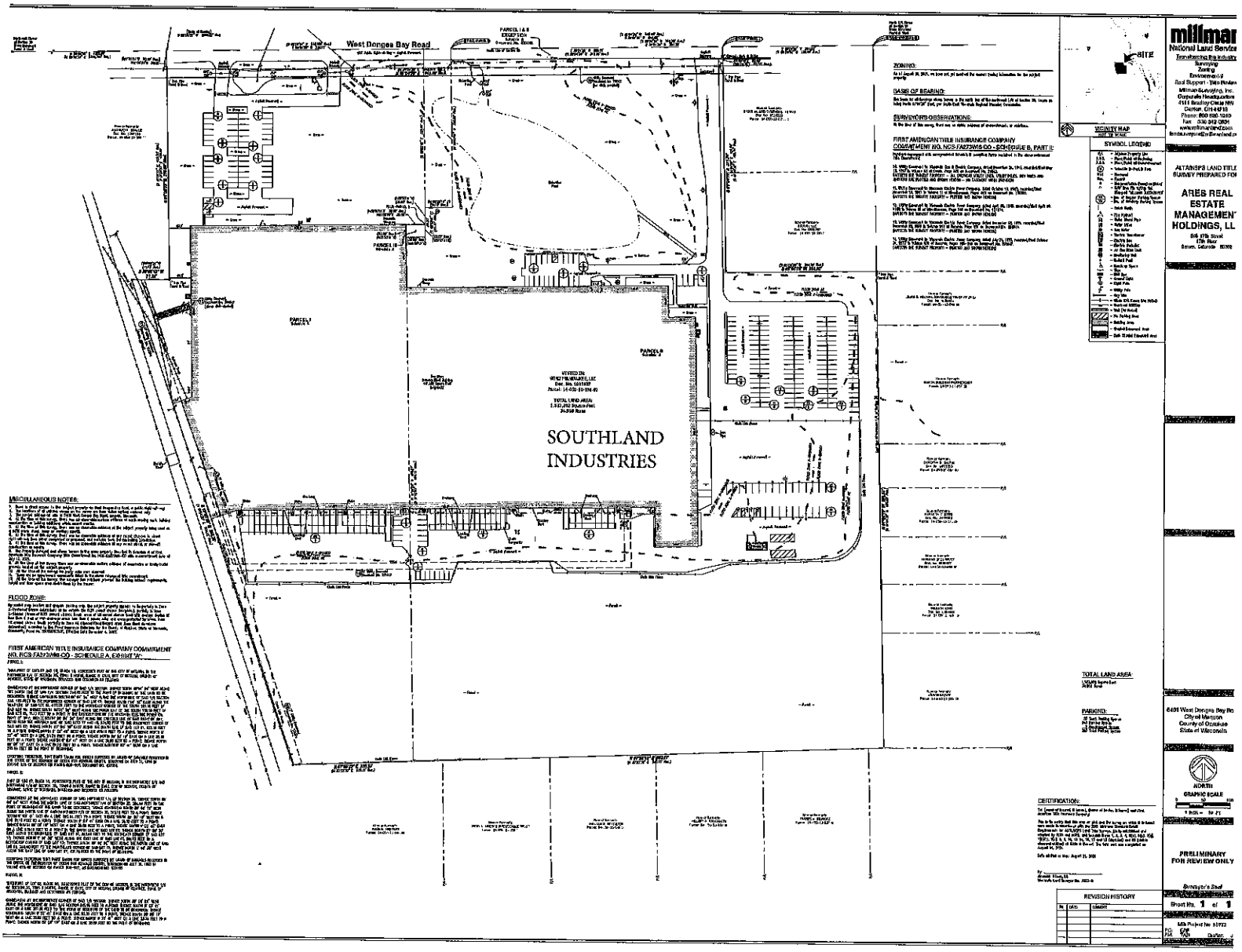
Westmount Realty

5401 WEST DONGES BAY ROAD, MEQUON WI

eu:a

eppstein uhen : architects

07/01/2016 15157-00


West Donges Bay Road
SOUTHLAND
INDUSTRIES
SITE
millman
National Land Services
ALTA/NSPS LAND TITLE SURVEY PREPARED FOR
ARES REAL ESTATE MANAGEMENT HOLDINGS, LL
6401 West Donges Bay Rd
City of Mequon
County of Ozaukee
State of Wisconsin
PRELIMINARY FOR REVIEW ONLY
SYMBOL LEGEND
VICINITY MAP
ZONING:
BASIS OF BEARING:
SURVEYOR'S OBSERVATIONS:
FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-FA273066-CO - SCHEDULE B, PART II:
MISCELLANEOUS NOTES:
FLOOD ZONE:
FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-FA273066-CO - SCHEDULE A, EXHIBIT "A":
TOTAL LAND AREA:
PARKING:
CERTIFICATION:
REVISION HISTORY
NORTH
GRAPHIC SCALE
Surveyor's Seal
Sheet No. 1 of 1
Mill Project No. 10772
FB
DR
FA
Drafter

CONDITIONAL USE GRANT

Articles of Agreement made and entered into this 23rd day of March, by and between _____ owners of the property located at 5401 W Donges Bay Road and the City of Mequon Planning Commission.

Before the Planning Commission of the City of Mequon, Ozaukee County, Wisconsin, in regard to the premise located in Section 35, Range 21 East, in Township 9 North, Ozaukee County, State of Wisconsin, further described as follows:

LEGAL DESCRIPTION

Exhibit A-1

RETURN TO:

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

PARCEL NO.:
140501017003

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statues, provide that the premises may not be used of right for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the Planning Commission of the City of Mequon having determined that by reason of the particular nature, character, and circumstances of the proposed use, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, **IT IS GRANTED**, subject to compliance with the terms and conditions hereinafter stated that the Premises may be used for the purpose of warehouse as a principal use.

GRANTED by action of the Planning Commission of the City of Mequon this 23rd day of March 2026.

_____

Andrew Nerbun, Mayor, Planning Commission Chairperson

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2026, the above named, Mayor, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

_____

Planning Commission Secretary

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2026, the above named _____, Planning Commission Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

The **CONDITIONS** of this Grant are:

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

2. This grant shall expire and become void unless, pursuant to the building and zoning codes of the City, the approved use is commenced or the building permit is obtained within twelve (12) months of the date of Planning Commission approval noted above, or actual construction is commenced within twelve (12) months of the date on which the building permit was issued.

3. This grant is subject to amendment and termination in accordance with the provisions of the Zoning Code of this municipality.

4. Construction and operation of the use granted shall be in strict conformity to the approved site, building, and operations plans filed in connection with the Petition for this Grant, and annexed hereto.

5. Any of the conditions of this Grant which would normally be the responsibility of tenants of the Premises shall be made a part of their lease by the Owner, which lease shall contain provisions for posting of the pertinent conditions to notify employees thereof.

6. This grant shall automatically be null and void if this use is discontinued for a period of twelve (12) months.

7. The Grantee and its successors in interest shall hold the City of Mequon harmless from any claims or losses to the City or its residents including reasonable attorney fees arising from or related to use of the facilities.

8. Any change to the approved use or change to the building or site plan will require an amendment to the Conditional Use. Minor changes to the building and site plan shall be approved by the Department of Community Development.

9. **Conditions on the Operations:**

   a. Hours of operation: Monday thru Saturday – 7:00 AM to 5:00 PM

   b. Performance standards relating to parking, noise, vibration, odor, smoke, dust, and light:

      - Delivery trucks shall not idle during loading or unloading.
      - There shall be no truck traffic to or from the site outside the listed business hours

   c. Water supply requirements:

      NA

   d. Provisions for sewage disposal:

      NA

e. Other:

▪ If the conditional use shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or if material problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten health or safety or to become a nuisance condition, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, or in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.

▪ If, despite efforts to prescribe conditions which render the conditional use harmonious in the surrounding neighborhood, problems shall arise with respect to noise, traffic circulation, ingress and egress, parking, unenclosed storage, lighting, maintenance, or any other condition which shall materially threaten the peace and enjoyment of neighboring properties, or shall become hazardous, harmful, noxious, offensive or a nuisance to the surrounding neighborhood, or shall threaten health or safety, the Grantee shall correct or improve such condition, and toward that end, the Planning Commission, after public hearing, may alter, amend or add reasonable additional Conditional User Grant conditions in order to ameliorate such effects, and in the case of violation of the Conditional Use Permit, may revoke the Conditional Use Grant.

10. **Conditions of the structures:**

a. Site Plan: As per attached Exhibit A

b. Landscaping Plan: As on file with Community Development Department, City of Mequon

c. Elevations: As on file with Community Development Department, City of Mequon.

d. Sign: As on file with Community Development Department, City of Mequon

e. Floor Plan: As per attached Exhibit B.

f. Exterior lighting of the site and building: As on file with Community Development Department, City of Mequon

g. Fence / Wall / Dumpster plan details: As on file with Community Development Department, City of Mequon

h. The building shall comply with the building code.

11. **Conditions on the site:**

a. Street access (number, location, design): As on file with Community Development Department, City of Mequon

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

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

d. Parking, exterior lighting of the site, location design and power:

Any changes subject to Planning Commission approval.

e. Other:

Owner

Acknowledgment:

STATE OF WISCONSIN)
)SS
OZAUKEE COUNTY)

Personally came before me, this ____ day of _____, 2026, the above named_____, Owner, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Ozaukee County, Wisconsin

Receipt of a true Copy of this instrument on behalf of the petitioner acknowledged the _____ day of _____, 2026

DRAFTED BY:
City Attorney, Brian Sadjak
City of Mequon
11333N Cedarburg Road
Mequon, WI 53092
Phone: (262) 236-2904

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 23, 2026**
SUBJECT: **Excel Engineering for Hat Trick Development LLC. The applicant is seeking rezoning recommendation from R-3 with CGO overlay to R-3/TDR/PUD, concept plan and preliminary plat addition approval to allow for 19 single-family lots for the property located immediately north of 8440 W. Donges Bay Road (Enclave at Mequon Preserve Phase X).**

Background: The applicant requests a rezoning recommendation and preliminary plat addition for a 19-lot subdivision development on 16.5 acres of land located immediately north of 8440 W Donges Bay Road. The plat results in a density of one (1) unit per .87 acres and utilizes the remaining three TDR credits. This is an extension and amendment to the Enclave II Planned Unit Development (PUD) that was approved by Planning Commission on November 11, 2019, and by the Common Council on January 14, 2019 (see Ord.# 2019-1560).

Rezoning Recommendation:
Rezoning is required as part of this application due to the use of the three TDR credits and the applicants desire to incorporate the same conditions that exist in the Enclave II PUD. The applicant was approved as a receiving site at the Park and Open Space Committee on January 21, 2026, as required by code for the use of TDR credits.

OPEN SPACE PLAN
The proposed open space plan shows subdivision contains 33.8% open space which exceeds the 30% requirement. The plan also shows a minimum 30-foot buffer around the perimeter of the development which complies with code. There is a storm water pond and an asphalt trail which will connect to the existing Enclave path to the east. The proposed street trees will require Tree Board approval.

LOT SIZES
Staff believes the lot sizes proposed are of reasonable size for a cluster design and are necessary if the goal is to create quality open space amenities. The lots are similar in size to what was in the first phases of The Enclave Subdivision with lots ranging from .37 acres to .68 acres. The proposed development provides access from Skylark Drive Road and allows for a future connection to the west.

Proposed Yield Plan:
The attached yield plan shows 16 lots, each conforming to the R-3 district standards with access from Skylark Drive. Two of the TDR credits are currently owner by the developer, and one is being purchased to be used on site for a total yield of 19 lots.

Preliminary Plat Additon:
The attached preliminary plat addition for the proposed 19-lot development is consistent with concept incorporates requirements of the PUD including:

- All lots are a minimum of .30 acres
- Private lots do not contain wetlands
- All pedestrian and bike paths are located in an outlot with a minimum width of 10 feet.

Staff does recommend a sidewalk on the north side of Skylark Drive that begins at the intersection with Tree Sparrow Drive and terminates at the west property line. While not on the original concept plan for Enclave, staff believes the sidewalk is necessary since Skylark Drive will be a main thoroughfare once the parcel to the west is developed.

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

A development agreement will be required to provide terms and conditions relating to the proposed improvements. The development agreement must cover a continuous area adjacent to a platted part of the existing subdivision.

Right of way will be dedicated at final plat approval. Right of way is shown to extend to the west property line on the preliminary plat, which is required.

The site will be accessed at the temporary terminus on Skylark Drive. The temporary hammerhead shall be removed when the street connection is made. These requirements will be addressed in the development agreement.

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

The site is located within the City's sewer service area and connection to the public sewer and water is required. Sewer main shall be extended in accordance with the Central Growth sewer system planning documents. The water main connection and extension shall conform to the Mequon Water Connection Policy. Additional details will be included in the development agreement.

The site proposes an increase in impervious surface in excess of one-half acre and site disturbance of greater than an acre and therefore requires a stormwater management plan (SWMP). The proposed site will be required to provide additional stormwater management to

meet the current City of Mequon, WDNR and MMSD criteria. The stormwater management improvements are subject to a drainage financial guarantee per Sec. 58-677(b) of City ordinance. Additionally, a stormwater maintenance and easement agreement will be required. The stormwater management facilities are subject to certification in accordance with Sec. 58-677 and 58-678 of City ordinance.

Fill quantities will exceed 1,000 cubic yards (CY), and will therefore require Planning Commission approval. The consideration for the fill will appear before Planning Commission with the development agreement consideration since the development agreement is required to be in place prior to engineering permit issuance.

The site proposes land disturbance in excess of one acre, therefore a City erosion control permit is required. Evidence of the WDNR required WRAPP permit shall also be provided for the site.

Staff Recommendation:
Staff recommends **approval** of the rezoning recommendation and preliminary plat subject to the following condition(s):

1. Common Council approval rezoning.
2. All conditions of Ordinance 2019-1560 remain in effect.
3. The preliminary plat approval is conditioned upon and is not in effect until the relinquishment of 3TDR credits to the City of Mequon takes place.
4. Developer shall submit a development agreement using the City template. The document must be approved by Planning Commission and Common Council.
5. All lots shall maintain a minimum lot size of .30 acres. All buildings shall maintain a minimum building setback of 30' a minimum 10' offset from an interior side yard, 30' offset from the corner side and 20' rear property lines.
6. Pedestrian and bike paths and the necessary easements shall be required in accordance with the approved concept plan. All pedestrian trails shall be located in an outlot with a minimum width of 10 feet. Bike/Ped path shall be constructed in accordance with the WisDOT Bike Path Facilities Handbook and be maintained by the Developer and subsequently the HOA.
7. The final plat shall include a note that a road connection is required to put future owners on notice.
8. A sidewalk shall be added to the north side of Skylark Drive.
9. The development shall comply with preliminary plat, development agreement, and final plat requirements.
10. Street trees are subject to the approval of the Tree Board and Planning Commission.
11. Street lighting, if proposed, is subject to the approval of the Planning staff.
12. Entryway signage and landscaping is subject to the approval of the Planning Staff.
13. Architectural design of residential buildings shall comply with a Planning Commission approved set of design standards set forth as part of the PUD and shall include the following:
14. Dwellings shall be a minimum of 2100 square feet for a single-story and 2500 for a multi-story.

15. No accessory structure shall project further into the front or corner side yard than the principle structure.
16. Chain link or 100% opaque fencing is prohibited. Fencing is prohibited in the front and corner side yard.
17. No less than 50% of residential buildings shall present a side loading garage, a courtyard garage entry or a 15 degree turned garage entry.
18. Of the remaining 50% that is allowed to present a front loading garage, the following shall apply: 1) no more than two garage stalls shall present on the same linear plane, 2) all front loading garages shall contain architectural details consistent with the front elevation, 3) none of the front loading garages shall have a consistent setback to that of the habitable portion of the building and 4) no more than 30% of the front loading garages shall project further into the front yard than the habitable portion of the building.
19. There shall be no more than three (3) front-loading garage residential buildings in a row.

20. All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures", unless deviations are approved by the Planning Commission, and are subject to the Architectural Review Board approval.

21. All roads and bike paths connecting to adjacent sites shall be installed at time of each associated phase of development. The road shown to connect to the property to the west shall include the installation of a hammerhead. Removal of the hammerhead shall be approved by the City at the time of connectivity for development to west.

22. The existing hammerhead on Skylark Drive shall be removed at the time of the roadway connection.
23. Final legal documents are subject to City Attorney review and approval prior to recording of final plat.

24. Engineering Division review and approval of grading, drainage, sanitary sewer, watermain, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
25. The street and right-of-way shall extend to the west property line.

26. Connection to the public sewer and water is required. Sewer main shall be extended in accordance with the Central Growth sewer system planning documents. The water main connection and extension shall conform to the Mequon Water Connection Policy.
27. Approval of a storm water management plan for the site in conformance to City ordinances, WDNR and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement.
28. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in

accordance with 58-678(h).

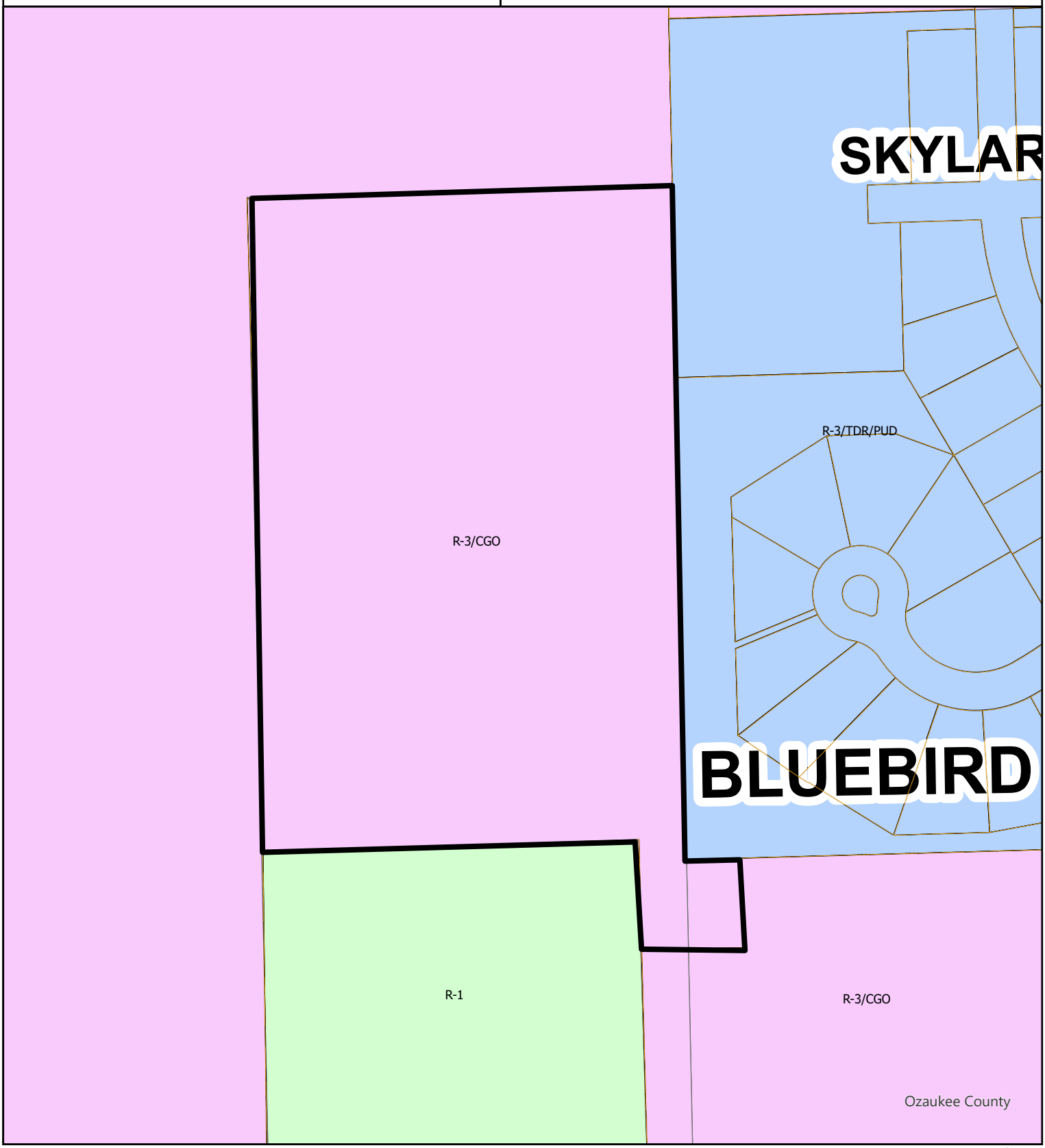
29. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
30. Application for and approval of a City Filling and Excavation Permit. Planning Commission approval of fill exceeding 1,000 CY in volume is required prior to permit issuance.

Attachments:

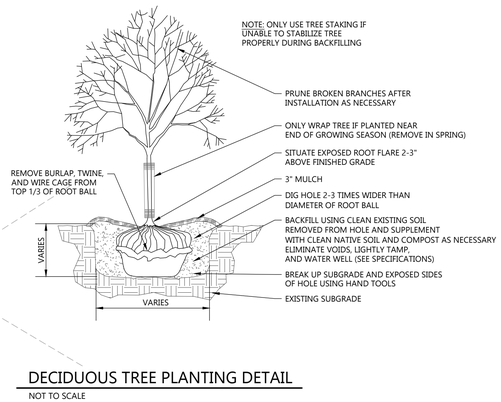
Map, 2026-02-06-240349500-Open Space Plan, 240349500c-L-Layout, 2026-02-23-240349500-Yield Plan, 2026-02-23 The Enclave II at Mequon Preserve PP for review, 2026-02-23-240349500-Sealed Prelim Eng Plans, 2026-02-23-PUD Narrative, 2026-02-23-240349500-Open Space Plan Narrative, 2025.12.08 Option to Purchase TDR Fully Executed_Redacted, Hat Trick Development LLC Operating Agreement

EXCEL ENGINEERING FOR HAT TRICK DEVELOPMENT LLC

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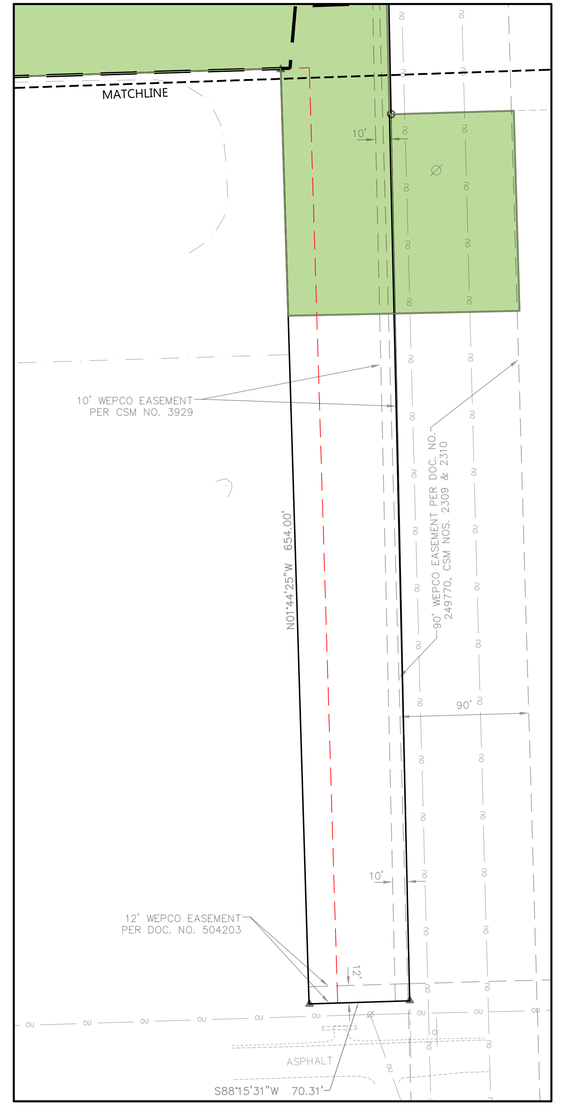






DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



HATCH KEY:

HATCH	LANDSCAPE MATERIAL
	OPEN SPACE

PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	PERCENT OF TOTAL	PLANTED SIZE	ROOT
TALL DECIDUOUS STREET TREES						
	State Street Maple	Acer miyabei 'Morton'	11	18%	3" CAL.	B&B
	Common Hackberry	Celtis occidentalis	10	16%	3" CAL.	B&B
	Autumn Gold Ginkgo	Gingko biloba 'Autumn Gold'	10	16%	3" CAL.	B&B
	Shademaster Honeylocust	Gleditsia triacanthos 'Shademaster'	10	16%	3" CAL.	B&B
	Red Oak	Quercus rubra	11	18%	3" CAL.	B&B
	Regal Elm	Ulmus 'Regal'	11	16%	3" CAL.	B&B
LOW DECIDUOUS TREES						
	Autumn Brilliance Serviceberry	Amelanchier grandiflora 'Autumn Brilliance'	4		3" CAL.	B&B

LANDSCAPING CALCULATIONS

ZONE	REQUIRED	PROVIDED
OPEN SPACE	NOT LESS THAN 30% OF TOTAL SITE AREA SHALL BE ESTABLISHED AS COMMON OPEN SPACE 709,291 SF x .30 = 212,787 SF	239,617 SF (33.8%)
STREET TREES	1 TREE PER 40' OF STREET FRONTAGE NO LESS THAN 15% AND NO MORE THAN 40% OF ONE TREE SPECIES 2,455' / 40' = 61.37	62 STREET TREES (6 LOCATED ALONG TRAIL TO THE SE)

SCALE: 1"= 50'

NORTH

50' 0 50' 100'

PARK & OPEN SPACE PLAN

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION
HAT TRICK DEVELOPMENT
MEQUON, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
FEB. 6, 2026

NOT FOR CONSTRUCTION

JOB NUMBER
240349500

SHEET NUMBER
L1.1



SCALE: 1"= 50'

NORTH

LAYOUT

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
MAR. 18, 2026

NOT FOR CONSTRUCTION

JOB NUMBER
240349500

SHEET NUMBER
L



YIELD PLAN

NORTH

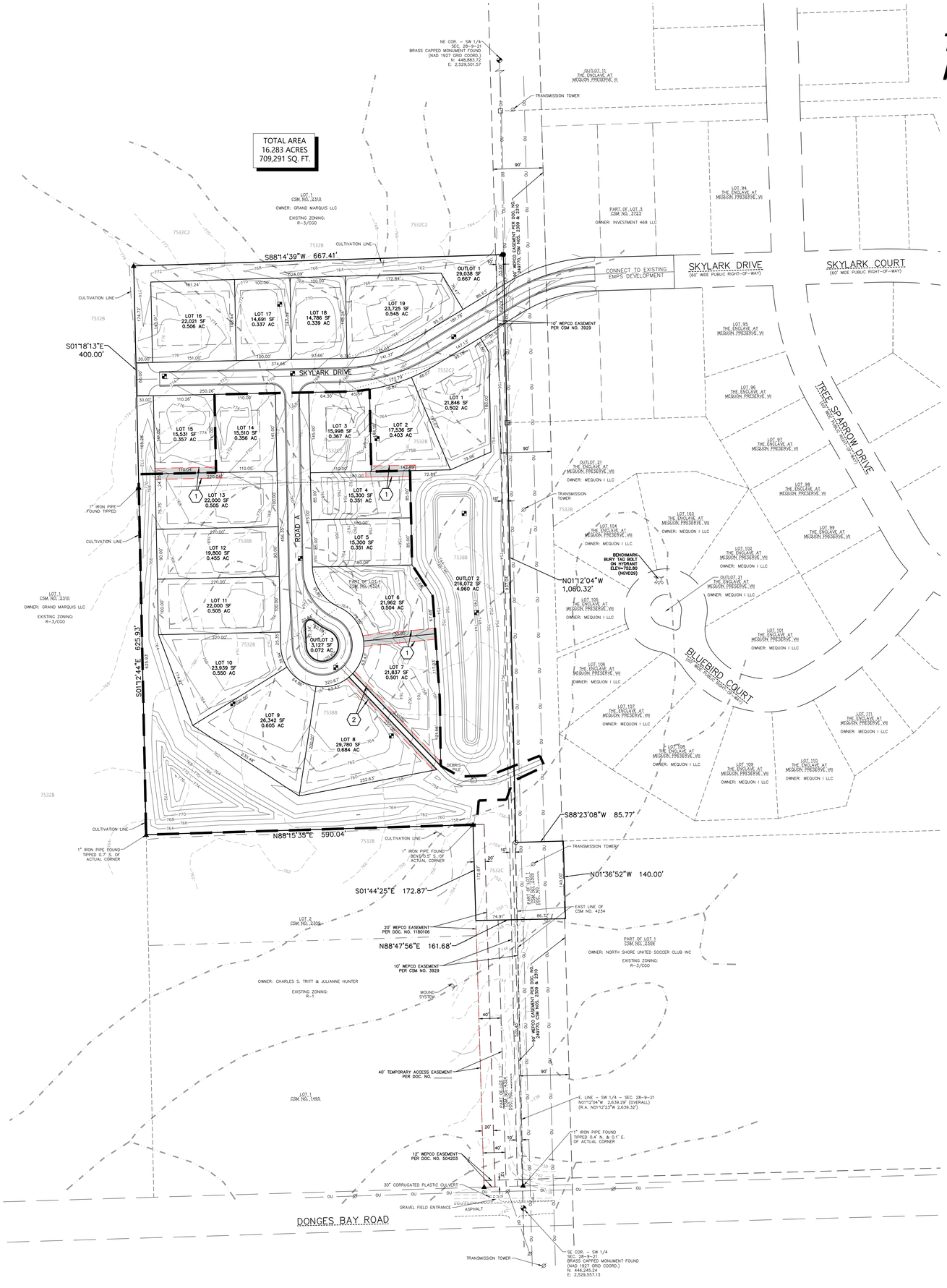
100' 0 100' 200'

1"= 100'

SCALE FEET

PRELIMINARY PLAT OF
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION

PART OF LOT 1, CSM NO. 4324 & PART OF LOT 1, CSM NO. 2309,
LOCATED IN A PART OF THE NE 1/4 & SE 1/4 OF THE SW 1/4
AND PART OF THE SW 1/4 OF THE SE 1/4
SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST,
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



EASEMENT KEYNOTES

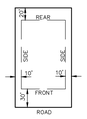
1. PROPOSED 20' WIDE STORM SEWER & DRAINAGE EASEMENT
2. PROPOSED 5' WIDE PATH EASEMENT

EXISTING ZONING:

R-3: SUBURBAN RESIDENTIAL DETACHED
CGO: CENTRAL GROWTH AREA OVERLAY

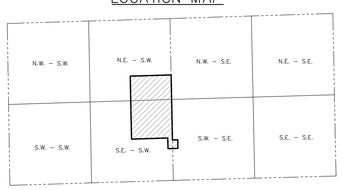
PROPOSED ZONING:

R-3: SUBURBAN RESIDENTIAL DETACHED
TDR: TRANSFER OF DEVELOPMENT RIGHTS
PUD: PLANNED UNIT DEVELOPMENT



TYPICAL BUILDING SETBACK

LOCATION MAP



S 1/2 OF SECTION 28, TOWNSHIP 9 NORTH,
RANGE 21 EAST, CITY OF MEQUON,
OZAUKEE COUNTY, WISCONSIN
SCALE: 1" = 1000'

= THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION

OWNER:
HAT TRICK DEVELOPMENT LLC
W49N669 CEDAR RESERVE CIRCLE
CEDARBURG, WI 53012

SUBDIVIDER:
VH ACQUISITIONS LLC
6801 S. TOWNE DRIVE
MADISON, WI 53713

ENGINEER & SURVEYOR:
EXCEL ENGINEERING, INC.
100 CAMELOT DRIVE
FOND DU LAC, WI 54935

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify that this preliminary plat is a true and correct representation of all the adjacent existing land divisions and of the boundary of the preliminary plat and features.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 58 of the City of Mequon Subdivision Ordinance in surveying, dividing and mapping of the same.

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

NOTES:

FLOODPLAIN
-Based upon a review of the Federal Emergency Management Agency Flood Insurance Rate Map No. 55089C0234G with an effective date of July 31, 2024, the property falls within Zone "X" (areas determined to be outside the 0.2% annual chance flood hazard).

OUTLOTS
-Outlots 1 and 2 of the plat of The Enclave II at Mequon Preserve - First Addition are owned and shall be maintained by the Homeowners Association and each individual lot owner shall have an undividable fractional ownership of the outlots and that the City of Mequon shall not be liable for any fees or special assessments in the event the City of Mequon should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said outlots in an unobstructed condition so as to maintain its intended purpose. The Homeowners Association grants to the City the right (but not the responsibility) to enter upon these outlots for emergency purposes and in order to inspect, repair or restore said outlots to its intended purpose.

EXISTING UTILITIES
-Surface indications of utilities along with Digger's Hotline markings per ticket no. 202546121529 have been shown. Sizes and elevation of underground utilities shown hereon are based on field measurements of visible structures in combination with available data provided to Excel Engineering. Excel Engineering makes no guarantee that all the existing utilities in the surveyed area have been shown nor that they are in the exact location indicated. Contractor shall be responsible for verifying the location of all utilities prior to construction. This plan is in no way a substitute for utility locating at the time of excavation.

DATUMS
-Elevations shown on this survey are based on National Geodetic Vertical Datum 1929 (NGVD29). Horizontal coordinates are based on the Wisconsin State Plane Coordinate System, South zone. (North American Datum 1927).

LEGEND:

⌀	UTILITY POLE	OU	OVERHEAD UTILITY LINE
⊸	SIGN		WIRE FENCE
▪	SOIL BORING		PROPERTY LINE
□	1-1/4" REBAR FOUND		RIGHT-OF-WAY LINE
○	3/4" REBAR FOUND		ADJACENT PROPERTY LINE
▲	1" IRON PIPE FOUND		INTERNAL LOT LINE
◪	SECTION CORNER MONUMENT		EASEMENT LINE
●	3/4" REBAR SET	800	EXISTING GROUND CONTOUR
		800	PROPOSED GROUND CONTOUR
			SOIL CLASSIFICATION LINE
			PHASE LINE

1" = 80' SCALE: 80' 0 80' 160' FEET

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927). THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 28-9-21 HAS A BEARING OF NORTH 01°-12'-04" WEST.

NOTE:
THE FIELD WORK WAS COMPLETED ON NOVEMBER 20, 2025.

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PROJECT INFORMATION

PRELIMINARY PLAT
DONGES BAY ROAD • MEQUON, WI

PROFESSIONAL SEAL

SHEET DATES
ISSUE DATE FEB. 23, 2026
REVISIONS

JOB NUMBER
240349500

SHEET NUMBER
PP-1

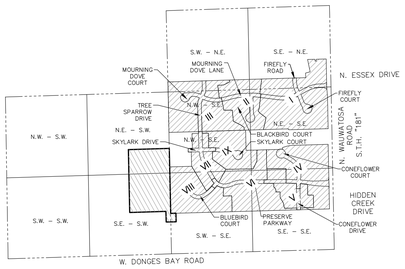
2025 © EXCEL ENGINEERING, INC.

PRELIMINARY PLAT OF
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION

PART OF LOT 1, CSM NO. 4324 & PART OF LOT 1, CSM NO. 2309,
LOCATED IN A PART OF THE NE 1/4 & SE 1/4 OF THE SW 1/4
AND PART OF THE SW 1/4 OF THE SE 1/4
SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST,
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

LOCATION MAP

SCALE: 1" = 1000'

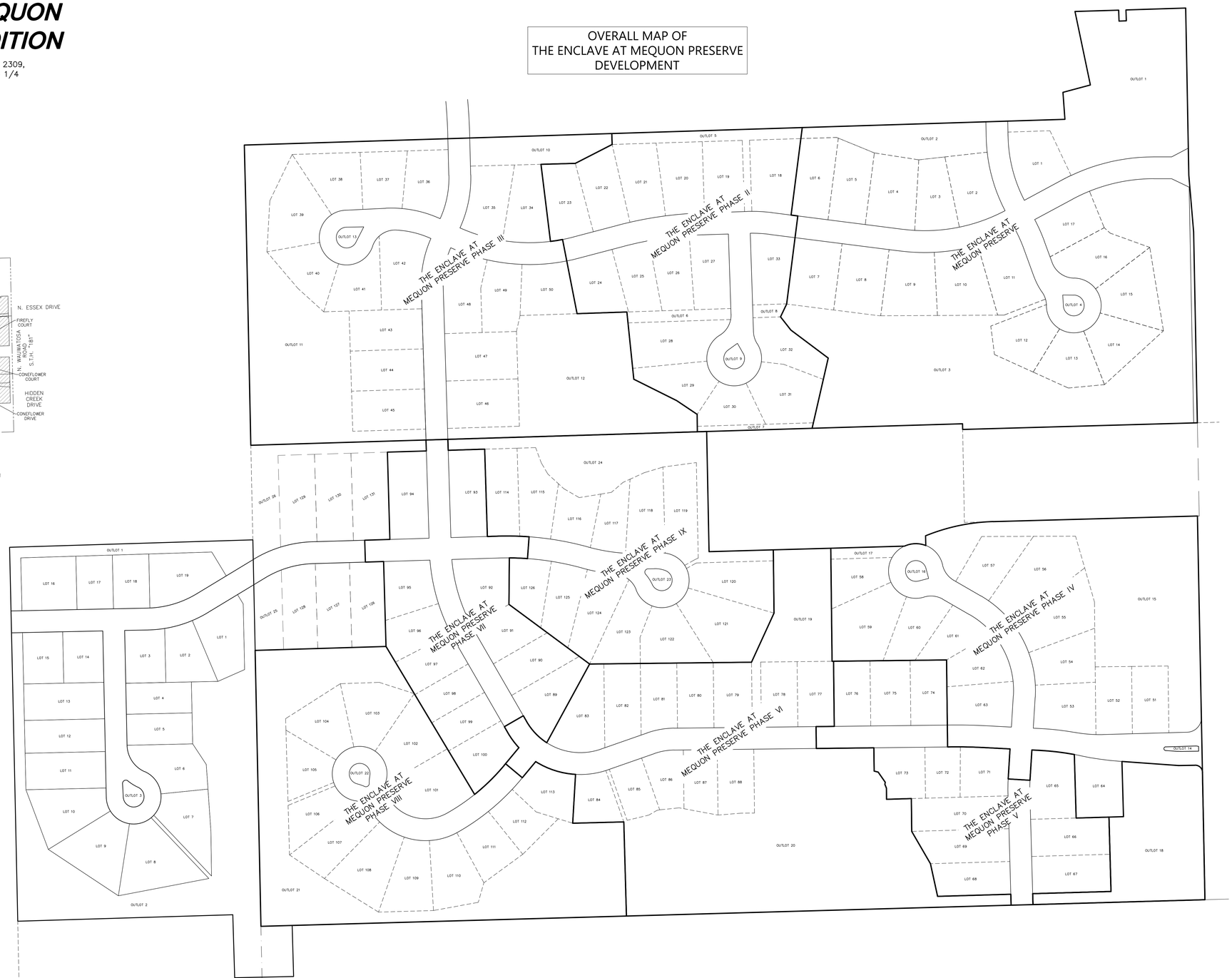


SECTION 28, TOWNSHIP 9 NORTH, RANGE 21 EAST,
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

= THE ENCLAVE II AT MEQUON PRESERVE – FIRST ADDITION

= PREVIOUS ENCLAVE AT MEQUON PRESERVE PHASES

OVERALL MAP OF
THE ENCLAVE AT MEQUON PRESERVE
DEVELOPMENT



1" = 120' SCALE

120' 0 120' 240' FEET

NORTH

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PROJECT INFORMATION

PRELIMINARY PLAT
DONGES BAY ROAD • MEQUON, WI

PROFESSIONAL SEAL

SHEET DATES

ISSUE DATE FEB. 23, 2026

REVISIONS

JOB NUMBER
240349500

SHEET NUMBER
PP-2

2025 © EXCEL ENGINEERING, INC.

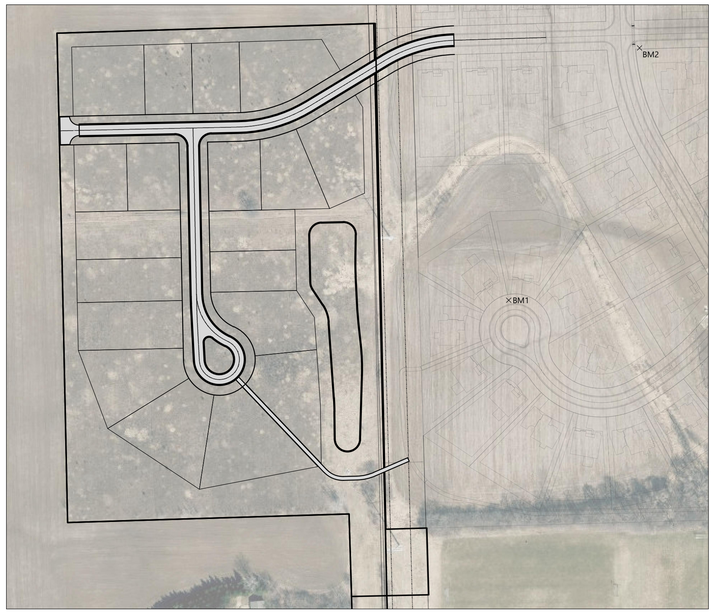
PROPOSED RESIDENTIAL SUBDIVISION
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WISCONSIN

SHEET INDEX

SHEETS BELOW INTENDED TO BE PRINTED IN: COLOR. REFER TO DIGITAL FORMAT DRAWINGS IF PRINTED GRAYSCALE TO ENSURE SCOPE CLARITY.

NUMBER	SHEET NAME/DESCRIPTION	PRELIMINARY	PRELIMINARY	SHEET ISSUE BID & PERMITTING
	DATE:	FEB. 23, 2026		
TITLE SHEET, SPECIFICATIONS, AND DETAILS				
C1.0	CIVIL COVER SHEET	PRELIM		
C2.0	POND DETAIL	PRELIM		
EXISTING CONDITIONS AND DEMOLITION PLAN				
C3.0	EXISTING SITE PLAN	PRELIM		
MASS GRADING AND EROSION CONTROL				
C4.0	OVERALL MASTER GRADING AND EROSION CONTROL PLAN	PRELIM		
UTILITY SYSTEM PLAN				
C5.0	SYSTEM PLAN	PRELIM		
SANITARY PLAN AND PROFILE				
C6.0	SKYLARK DRIVE	PRELIM		
C6.1	ROAD A	PRELIM		

SHEET INDEX LEGEND:
PRELIMINARY SHEET = PRELIM
ISSUED SHEET = ●



NORTH

SUBDIVISION LAYOUT OVERVIEW

SCALE: 1" = 150'
150' 0 150' 300'

PROJECT CONTACTS

OWNER INFORMATION:
VERIDIAN HOMES
MATT CUDNEY
6801 S. TOWNE DRIVE
MADISON, WI 53713
Phone: (608) 226-3016
Email: mcudney@veridianhomes.com

CIVIL:
EXCEL ENGINEERING
GRANT DUCHAC, P.E.
100 CAMELOT DRIVE
FOND DU LAC, WISCONSIN 54935
Phone: (920) 322-1681
E-mail: grant.d@excelengineer.com

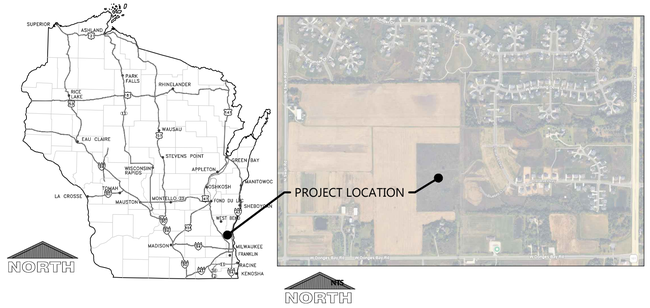
ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT:
CITY OF MEQUON
JAC ZADER
Phone: (262) 236-2904
E-mail: JZader@cityofmequonwi.gov

ASSISTANT CITY ENGINEER:
CITY OF MEQUON
COLE MCCRAW
Phone: (262) 236-2957
E-mail: CMcCraw@cityofmequonwi.gov

ENGINEERING FIELD COORDINATOR:
CITY OF MEQUON
DAN WELLSKOPF
Phone: (262) 236-2931
E-mail: DWellskopf@cityofmequonwi.gov
*CONTACT FOR FIELD COORDINATION AND UTILITY QUESTIONS

WATER UTILITY:
CITY WATER, LLC
ERIC FULSAAS, P.E.
Phone: (414) 299-0649
E-mail: eric.fulsaas@citywaterusa.com

LOCATION MAP



PROJECT NOTES

GENERAL PROJECT NOTES

1. CONSTRUCTION STAKING SHALL BE COMPLETED BY EXCEL ENGINEERING AS REQUESTED BY THE CONTRACTOR AT THE DEVELOPER'S EXPENSE. CAD DRAWING FILES AND SURVEY CONTROL WILL NOT BE PROVIDED FOR STAKING PURPOSES.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL WORK IN ROW PERMITS.
3. CONTRACTOR TO CONTACT EXCEL ENGINEERING TO COMPLETE AS-BUILT SURVEY OF STORMWATER POND FOLLOWING COMPLETION OF THE POND.
4. CONTRACTOR SHALL REFER TO THE CITY OF MEQUON STANDARD SPECIFICATIONS FOR LAND DEVELOPMENT, WATER SPECIFICATIONS, WISDOT, AND STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN.

STORMWATER POND ASBUILT NOTE

CONTRACTOR TO CONTACT EXCEL ENGINEERING TO COMPLETE AN AS-BUILT SURVEY FOLLOWING COMPLETION OF THE CONSTRUCTION OF THE STORMWATER POND. THE SURVEY SHALL BE COMPLETED PRIOR TO THE POND FILLING WITH WATER. CONTRACTOR SHALL GIVE EXCEL ENGINEERING A MINIMUM OF A 3 DAY NOTICE. PLEASE NOTE THAT THE HORIZONTAL TOLERANCE FOR POND CONSTRUCTION IS 0.50' AND THE VERTICAL TOLERANCE FOR POND, OUTLET, AND SPILLWAY CONSTRUCTION IS 0.10'. ANY ADDITIONAL WORK REQUIRED TO SURVEY A POND FULL OF WATER OR FOR SURVEYING FOLLOWING REWORK SHALL BE AT THE CONTRACTOR'S EXPENSE.

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE TELEFAX (414) 259-0947
TDD (FOR THE HEARING IMPAIRED)
1-800 542-2289
WISCONSIN STATUTE 182.0175 (1974) REQUIRES MINIMUM OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

BENCHMARK INFORMATION

BENCHMARK NUMBER	BENCHMARK DESCRIPTION (NGVD29)	ELEVATION
BM1	BURY TAG BOLT ON HYDRANT AT NORTH END OF BLUEBIRD COURT CUL-DE-SAC	752.80
BM2	ARROW TIP ON HYDRANT AT THE SE CORNER OF TREE SPARROW DRIVE AND SKYLARK COURT INTERSECTION	753.59

NOTE: ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. DIFFERENTIAL LEVELING TECHNIQUES WERE USED TO TRANSFER ELEVATIONS FROM SEWRPC MONUMENTS TO VARIOUS BENCHMARKS THROUGHOUT THE SUBJECT PROPERTY. THE LEVEL LOOP CLOSED WITH AN ERROR OF 0.01'

LEGEND

NOTE: ALL SYMBOLS SHOWN MAY NOT APPEAR ON DRAWINGS.

SYM.	IDENTIFICATION	SYM.	IDENTIFICATION
SPOT ELEVATIONS			
888.30	PROPOSED SPOT ELEVATIONS	877.37	PROPOSED SPOT ELEVATIONS - INTERSECTION PLANS (FLOW LINE OF CURB UNLESS OTHERWISE SPECIFIED)
893.0 EG	EXISTING GRADE SPOT ELEVATIONS	876.3	INTERMEDIATE GRADE SPOT ELEVATIONS
EXISTING SITE SYMBOLS			
	EXISTING SIGN		EXISTING UTILITY POLE
	EXISTING WATER VALVE IN BOX		EXISTING UTILITY POLE WITH GUY WIRE
	EXISTING WATER VALVE IN MANHOLE		EXISTING STREET LIGHT
	EXISTING WATER SERVICE VALVE	T	EXISTING TELEPHONE PEDESTAL
	EXISTING WELL	E	EXISTING ELECTRIC PEDESTAL
	EXISTING STORM CATCH BASIN		EXISTING ELECTRIC BOX
	EXISTING STORM CURB INLET		EXISTING FLOOD LIGHT
	EXISTING SQUARE CATCH BASIN	T	EXISTING TELEPHONE MANHOLE
	EXISTING END SECTION	C	EXISTING CABLE TV PEDESTAL
	EXISTING LIGHT POLE		EXISTING GAS VALVE
	1-1/4" REBAR SET WEIGHING 4.30 LB/FT.		EXISTING HEDGE
	3/4" REBAR SET WEIGHING 1.50 LB/FT.		EXISTING WOODED AREA
	1-1/4" REBAR FOUND		EXISTING MARSH AREA
	3/4" REBAR FOUND		EXISTING DECIDUOUS TREE WITH TRUNK DIAMETER
	2" IRON PIPE FOUND		EXISTING CONIFEROUS TREE
	1" IRON PIPE FOUND		EXISTING SHRUB
	SECTION CORNER		EXISTING STUMP
PROPOSED SITE SYMBOLS			
	PROPOSED SIGN		PROPOSED DRAINAGE FLOW
	PROPOSED WATER VALVE IN BOX		INTERMEDIATE DRAINAGE FLOW
	PROPOSED WATER SERVICE VALVE (CURB STOP)		SOIL BORING
	PROPOSED STORM FIELD INLET - ST FI	CO	PROPOSED CLEANOUT
	PROPOSED STORM CURB INLET - ST CI		PROPOSED BALE DITCH CHECK
	PROPOSED STORM END SECTION		PROPOSED SILT LOG
		IP	PROPOSED INLET PROTECTION
EXISTING LINETYPES			
	EXISTING CHAINLINK FENCE	800	EXISTING GROUND CONTOUR
	EXISTING WOOD FENCE	FO	EXISTING UNDERGROUND FIBER OPTIC LINE
	EXISTING BARBED WIRE FENCE	E	EXISTING UNDERGROUND ELECTRIC CABLE
	EXISTING CURB AND GUTTER	T	EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING GUARD RAIL	G	EXISTING UNDERGROUND GAS LINE
ST	EXISTING STORM SEWER AND MANHOLE	OU	EXISTING OVERHEAD UTILITY LINE
SA	EXISTING SANITARY SEWER AND MANHOLE		EXISTING RAILROAD TRACKS
	EXISTING WATER LINE AND HYDRANT		EXISTING RIGHT-OF-WAY LINE
PROPOSED LINETYPES			
	PROPOSED SILT FENCE		PROPOSED STORM SEWER AND MANHOLE - ST MH
	PROPOSED CURB AND GUTTER		PROPOSED SANITARY SEWER AND MANHOLE - SAN MH
800	PROPOSED GROUND CONTOUR		PROPOSED WATER LINE AND HYDRANT
760	INTERMEDIATE GROUND CONTOUR		PHASE LIMITS
	PROPOSED PROPERTY LINE		

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THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WI

PROFESSIONAL SEAL
WISCONSIN GRANT DUCHAC 42768-6 FOND DU LAC WISCONSIN PROFESSIONAL ENGINEER
02/23/26

PRELIMINARY DATES
FEB. 23, 2026

NOT FOR CONSTRUCTION

JOB NUMBER
240349500

SHEET NUMBER
C1.0

CIVIL COVER SHEET

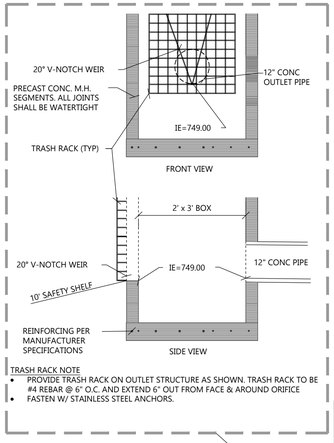
POND LINER CRITERIA FOR SAFETY SHELF AND BELOW (CLAY):

- 50% FINES (200 SIEVE) OR MORE.
- AN IN-PLACE HYDRAULIC CONDUCTIVITY OF $1x10^{-6}$ CM,/SEC. OR LESS.
- AVERAGE LIQUID LIMIT VALUE OF 16 OR GREATER. WITH NO VALUE LESS THAN 14.
- AVERAGE PI OF 7 OR MORE WITH NO VALUES LESS THAN 5.
- CLAY COMPACTION AND DOCUMENTATION AS SPECIFIED IN NRCS WISCONSIN CONSTRUCTION SPECIFICATION 204, EARTHWORK FOR WASTE STORAGE FACILITIES.
- MINIMUM THICKNESS OF TWO FEET.
- SPECIFY METHOD FOR KEEPING POOL FULL OR USE OF COMPOSITE SOILS BELOW LINER.

POND LINER ALTERNATE:

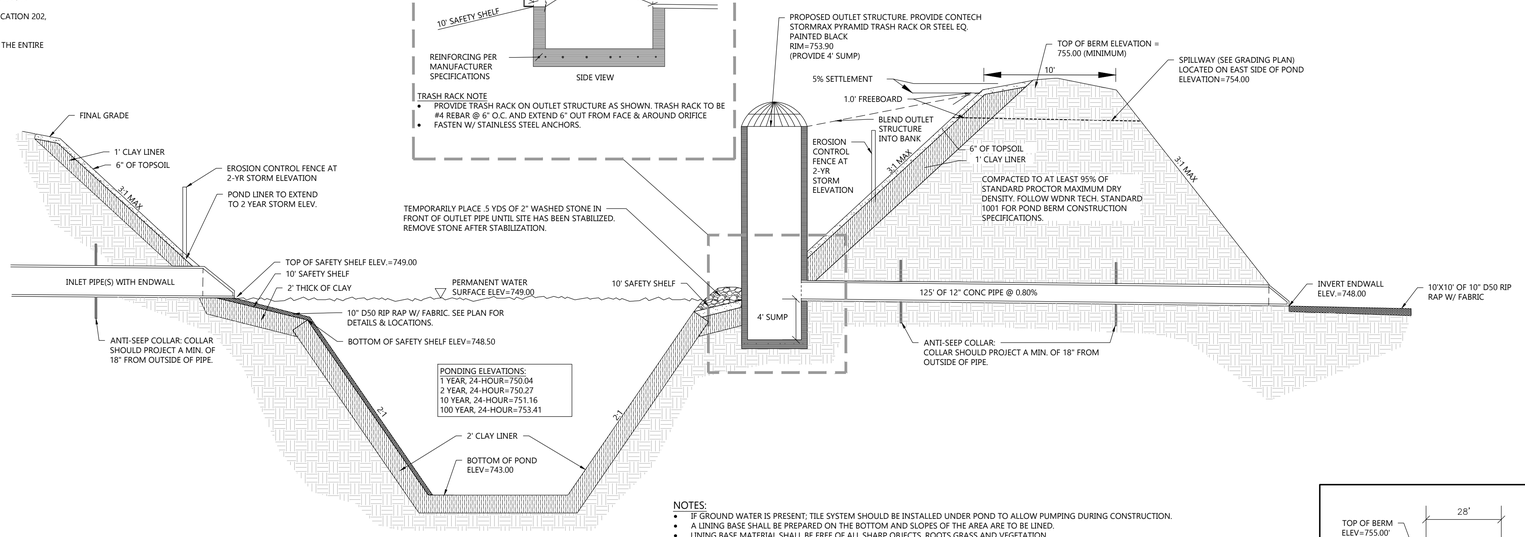
- CONTRACTOR TO PROVIDE 40 MIL/HDPE POND LINER IN LIEU OF CLAY LINER TO LINE ENTIRE POND AREA UP TO THE 2 YEAR, 24-HOUR WATER PONDING ELEVATION (SEE ELEVATION ON DETAIL)
- DESIGN ACCORDING TO THE CRITERIA IN TABLE 3 OF THE NRCS 313, WASTE STORAGE FACILITY TECHNICAL STANDARD
- INSTALL ACCORDING TO NRCS WISCONSIN CONSTRUCTION SPECIFICATION 202, POLYETHYLENE GEOMEMBRANE LINING.

4-6" ROUND STONE OVER FILTER FABRIC SHALL BE PROVIDED TO COVER THE ENTIRE LINER. TOP OF STONE SHALL MATCH PROPOSED POND ELEVATIONS.



TRASH RACK NOTE

- PROVIDE TRASH RACK ON OUTLET STRUCTURE AS SHOWN. TRASH RACK TO BE #4 REBAR @ 6" O.C. AND EXTEND 6" OUT FROM FACE & AROUND ORIFICE
- FASTEN W/ STAINLESS STEEL ANCHORS.



WET RETENTION POND

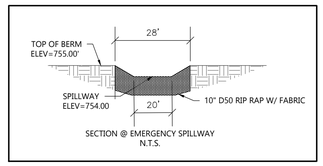
NOT TO SCALE

NOTES:

- IF GROUND WATER IS PRESENT; TILE SYSTEM SHOULD BE INSTALLED UNDER POND TO ALLOW PUMPING DURING CONSTRUCTION.
- A LINING BASE SHALL BE PREPARED ON THE BOTTOM AND SLOPES OF THE AREA ARE TO BE LINED.
- LINING BASE MATERIAL SHALL BE FREE OF ALL SHARP OBJECTS, ROOTS GRASS AND VEGETATION.
- THE BASE MATERIAL SHALL BE NATIVE MATERIALS OR MATERIALS OBTAINED FROM A BORROW SOURCE COMPACTED TO A MIN. OF 95% COMPACTING OR AN APPROVED CONSTRUCTION FABRIC.
- THE SUBGRADE SHALL BE PREPARED IMMEDIATELY PRIOR TO THE PLACING OF THE LINER. THE SURFACE ON WHICH THE LINER IS TO BE PLACED IS TO BE FIRM, CLEAN, DRY AND SMOOTH.
- AT END OF SITE CONSTRUCTION, POND DEPTH SHALL BE CHECKED FOR SEDIMENTATION AND DREDGED, IF NECESSARY, TO THE DESIGN DEPTH ORIGINALLY PROPOSED.
- CONTRACTOR SHALL PROVIDE EROSION MATTING AS REQUIRED PER SPECIFICATIONS NOTED ON C0.2.
- CONTRACTOR TO CONTACT EXCEL ENGINEERING TO COMPLETE AN AS-BUILT SURVEY FOLLOWING COMPLETION OF THE CONSTRUCTION OF THE STORMWATER POND. THE SURVEY SHALL BE COMPLETED PRIOR TO THE POND FILLING WITH WATER. CONTRACTOR SHALL GIVE EXCEL ENGINEERING A MINIMUM OF A 3 DAY NOTICE. PLEASE NOTE THAT THE HORIZONTAL TOLERANCE FOR POND CONSTRUCTION IS 0.50' AND THE VERTICAL TOLERANCE FOR POND, OUTLET, AND SPILLWAY CONSTRUCTION IS 0.10'. ANY ADDITIONAL WORK REQUIRED TO SURVEY A POND FULL OF WATER OR FOR SURVEYING FOLLOWING REWORK SHALL BE AT THE CONTRACTOR'S EXPENSE.

OVERALL STORMWATER FACILITY DETAIL

NOT TO SCALE



EAST EMERGENCY SPILLWAY DETAIL

NOT TO SCALE

POND DETAIL

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Fond du Lac, WI 54935
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excelengineer.com

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THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 23, 2026

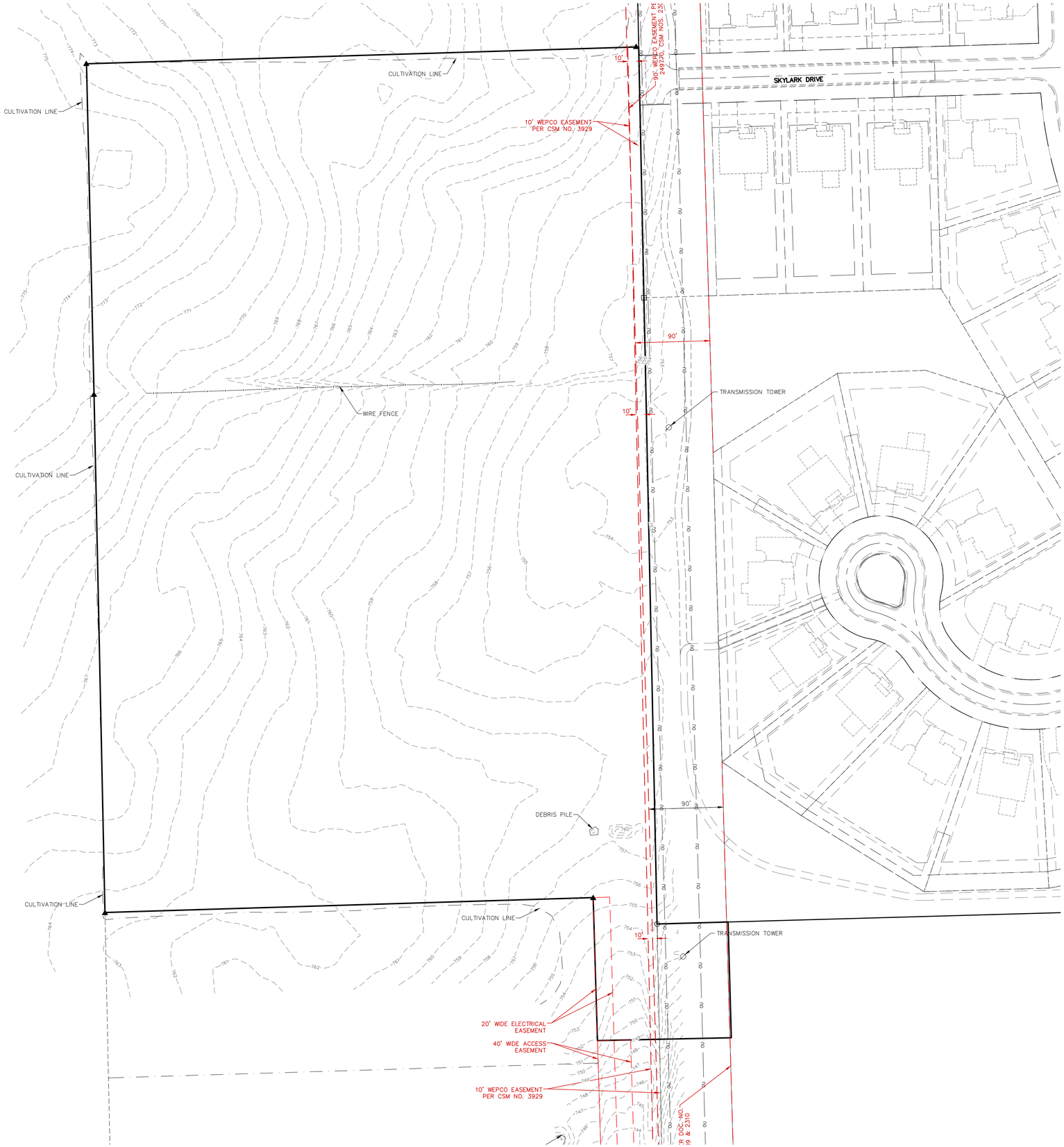
NOT FOR CONSTRUCTION

JOB NUMBER

240349500

SHEET NUMBER

C2.0



SCALE: 1"= 60'

60' 0 60' 120'

NORTH

EXISTING SITE PLAN

EXCEL

Always a Better Plan

100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION

THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION

MEQUON, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

FEB. 23, 2026

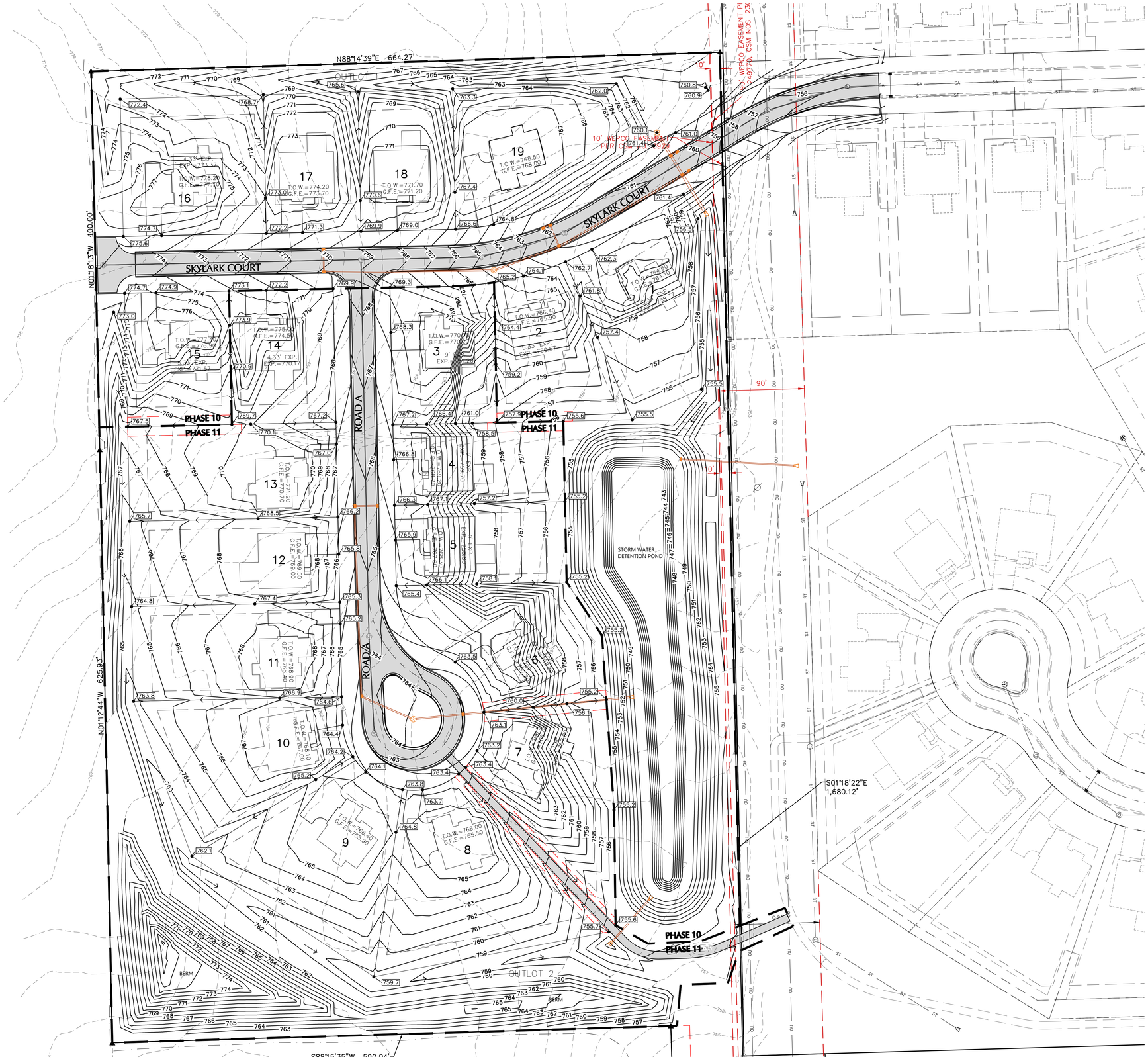
NOT FOR CONSTRUCTION

JOB NUMBER

240349500

SHEET NUMBER

C3.0



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Fond du Lac, WI 54935
920-926-9800
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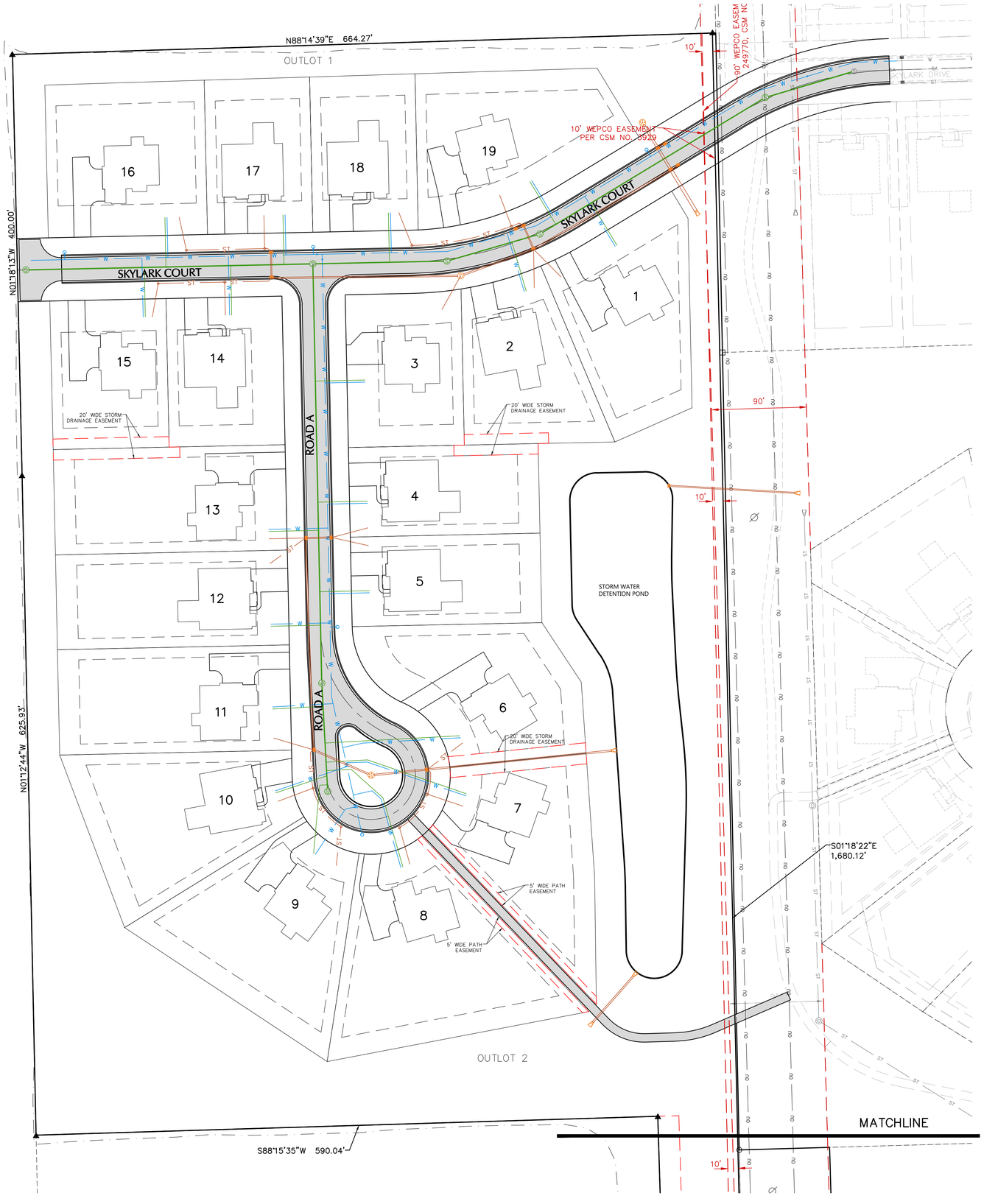
PROJECT INFORMATION

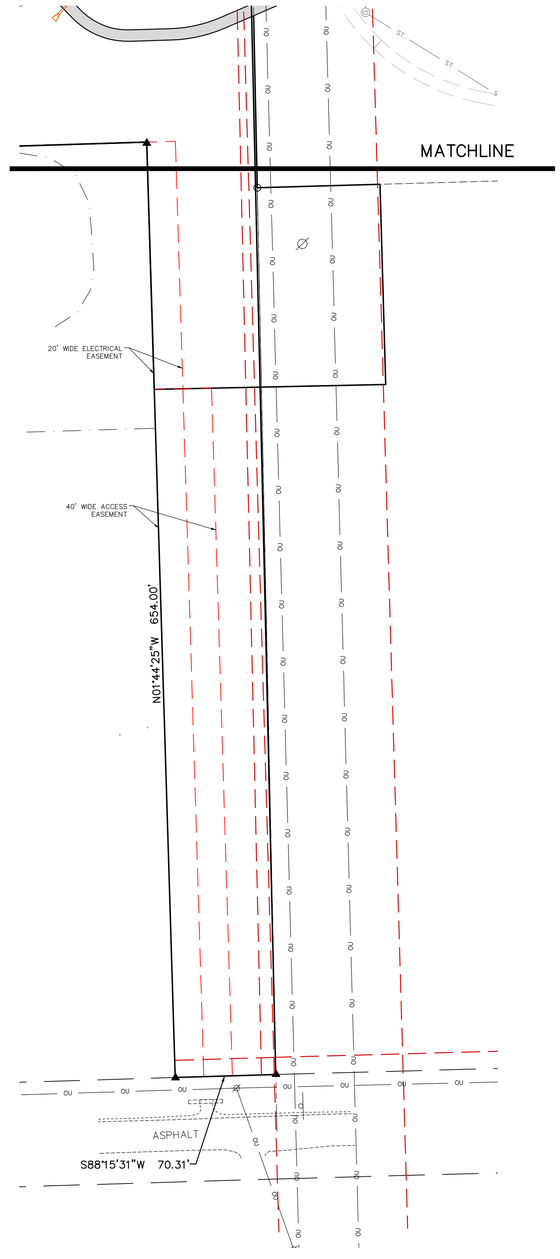
PROPOSED RESIDENTIAL SUBDIVISION
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WI

PROFESSIONAL SEAL

JOB NUMBER
240349500

SHEET NUMBER





SYSTEM PLAN

SCALE: 1" = 50'
50' 0 50' 100'
NORTH

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WI

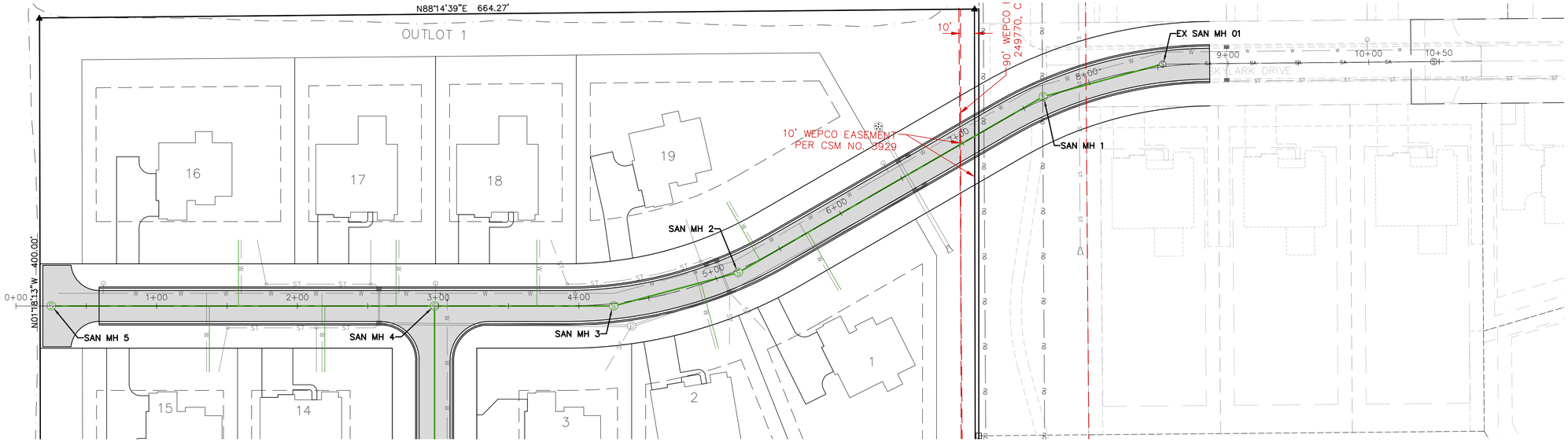
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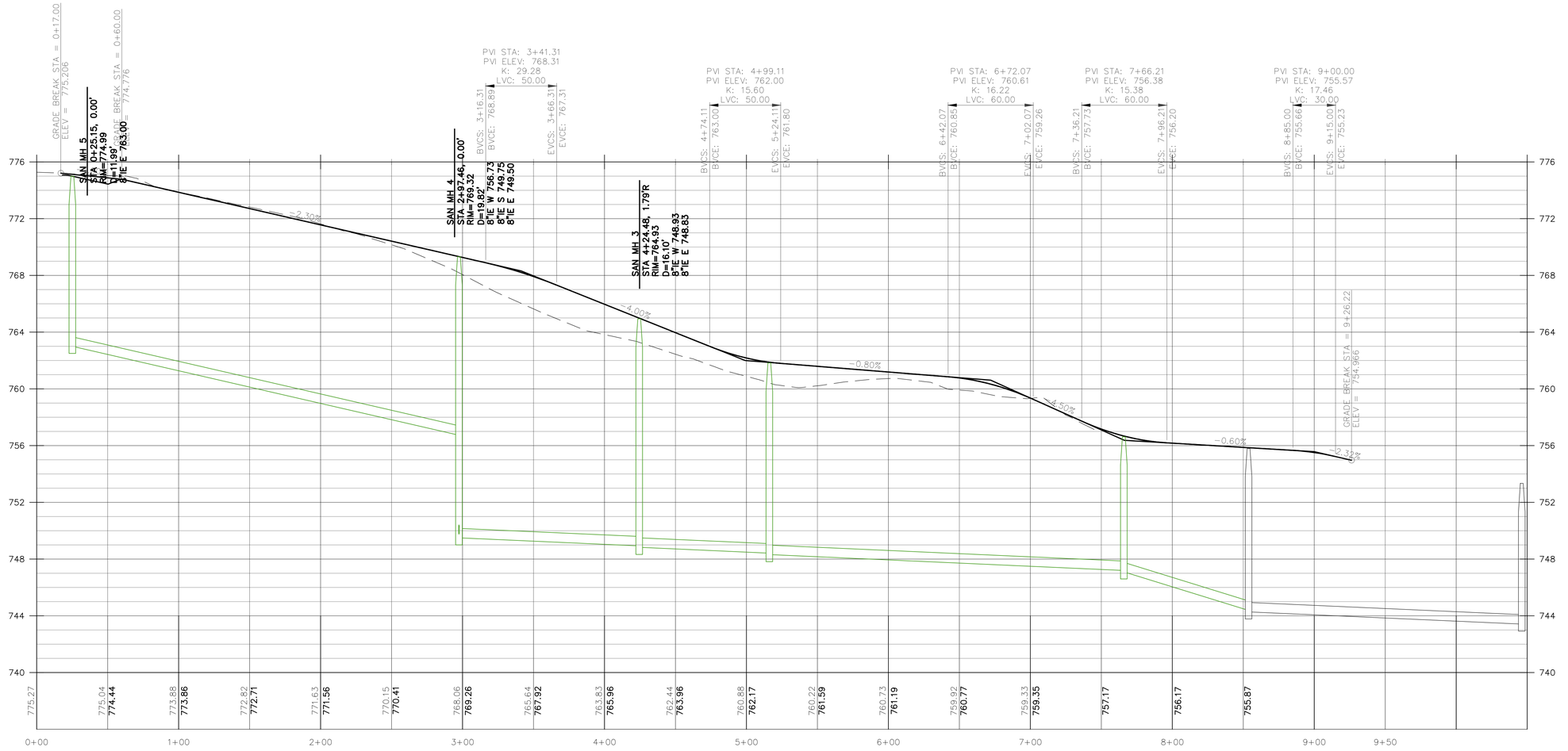
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FEB. 23, 2026

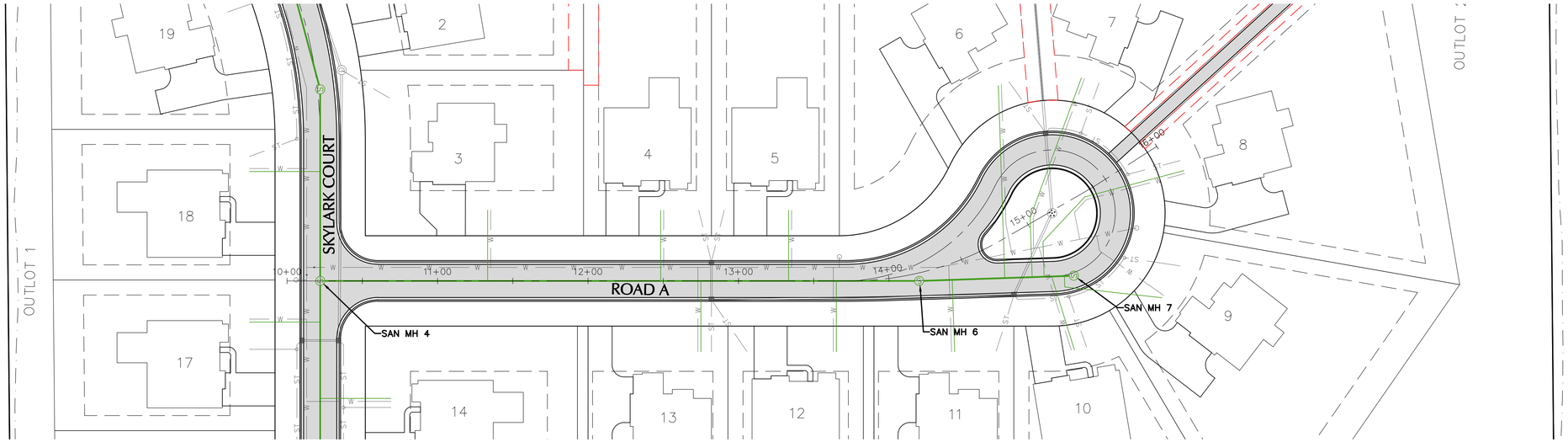
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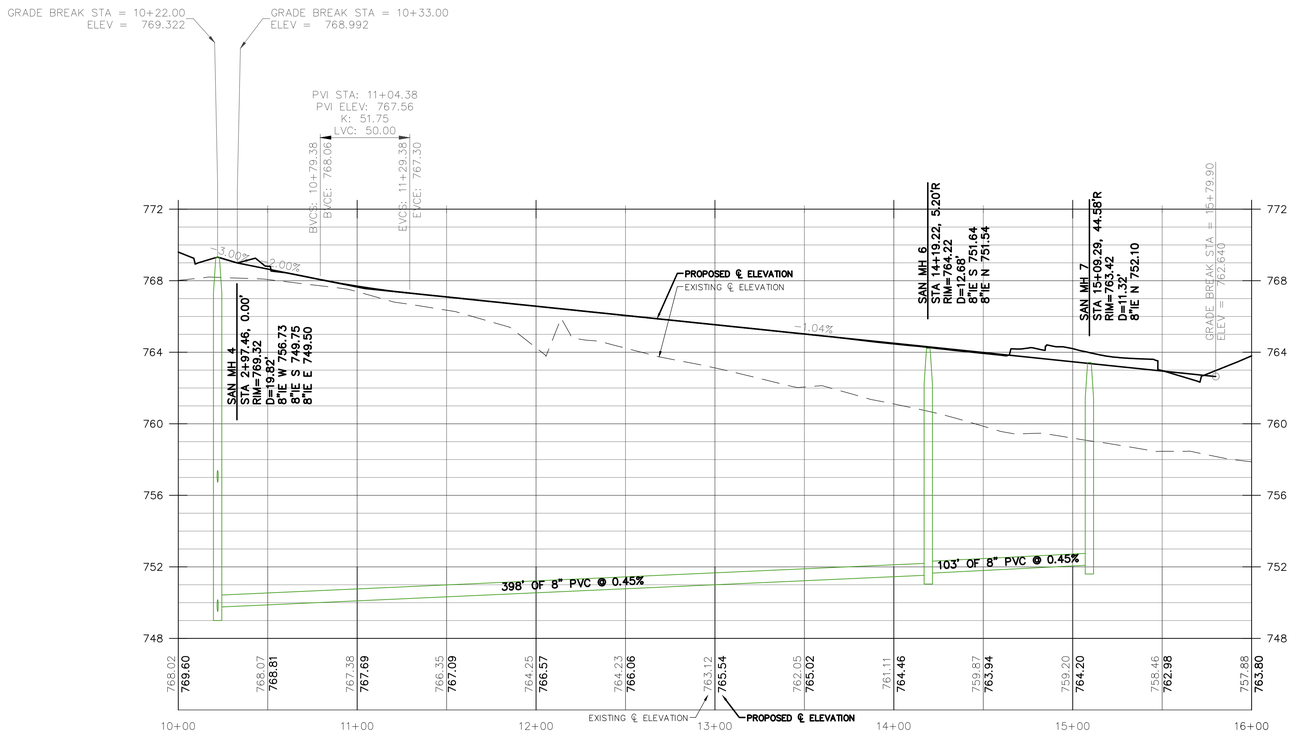
JOB NUMBER
240349500

SHEET NUMBER
C5.0


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16
17
18
19
15
14
3
2
1
N01°18'13"W 400.00'
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1+00
2+00
3+00
4+00
5+00
6+00
7+00
8+00
9+00
10+00
10+50
SAN MH 5
SAN MH 4
SAN MH 3
SAN MH 2
SAN MH 1
EX SAN MH 01
10' WEPCO EASEMENT
PER CSM NO. 3929
10'
90' WEPCO E
249770, C
KLARK DRIVE


SAN MH 5
STA 0+25.15, 0.00'
RIM=774.99
D=11.99'
8"IE E 763.00
SAN MH 4
STA 2+97.46, 0.00'
RIM=769.32
D=9.82'
8"IE W 756.73
8"IE S 749.75
8"IE E 749.50
SAN MH 3
STA 4+24.48, 1.79'R
RIM=764.93
D=16.10'
8"IE W 748.93
8"IE E 748.83
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PVI ELEV: 768.31
K: 29.28
LVC: 50.00
PVI STA: 4+99.11
PVI ELEV: 762.00
K: 15.60
LVC: 50.00
PVI STA: 6+72.07
PVI ELEV: 760.61
K: 16.22
LVC: 60.00
PVI STA: 7+66.21
PVI ELEV: 756.38
K: 15.38
LVC: 60.00
PVI STA: 9+00.00
PVI ELEV: 755.57
K: 17.46
LVC: 30.00
GRADE BREAK STA = 0+17.00
ELEV = 775.206
GRADE BREAK STA = 0+60.00
ELEV = 774.776
GRADE BREAK STA = 9+26.22
ELEV = 754.966
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-4.00%
-0.80%
-4.50%
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752
748
744
740
0+00
1+00
2+00
3+00
4+00
5+00
6+00
7+00
8+00
9+00
9+50





ROAD A - SANITARY

SCALE: 1"= 4' VERTICAL
SCALE: 1"= 40' HORIZONTAL
40' 0 40' 80'

NORTH

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
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PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION
THE ENCLAVE II AT MEQUON PRESERVE - FIRST ADDITION
MEQUON, WI

PROFESSIONAL SEAL

PRELIMINARY DATES
FEB. 23, 2026

NOT FOR CONSTRUCTION

JOB NUMBER
240349500

SHEET NUMBER
C6.1

PUD Narrative

This application is a proposed amendment to the existing PUD for the Enclave II at Mequon Preserve (Also known as The Enclave at Mequon Preserve South), resulting in the addition of approximately 16.28 acres and 19 homes to the Enclave II at Mequon Preserve PUD.

The following pages show the proposed changes to the existing PUD. For clarity and transparency, no standards or requirements of the original PUD were removed or deleted. Any changes noted in **blue** are actual language changes proposed. The notes in **red** are explanations for any changes proposed or to give context to the original requirements.

1. The developer was granted 68 yield lots and 14 transfer of development credits with the original PUD, **this amendment will add 16 yield lots and 3 transfer of development credits, totaling 84 yield lots and 17 transfer of development credits**.

The 16.28 acre "The Enclave II at Mequon Preserve – First Addition" ("The Additional Property") yields 16 lots. Applicant owns (2) transfer of development credits, and is under contract to purchase (1) additional credit. Applicant accepts that any zoning or preliminary plat approvals are conditioned upon closing on the purchase of the additional credit.

2. The portion of the public road deemed to be the major thoroughfare by staff shall include a public sidewalk within the dedicated r.o.w. on one side of the road. All cul-de-sacs require a 75' radius.

N Tree Sparrow Road (the major thoroughfare noted above) has been constructed with the required sidewalk – it does not extend onto The Additional Property. The preliminary plat for The Additional Property shows a 75' radius on the single cul-de-sac in the addition.

3. All lots shall maintain a minimum lot size of .30 acres. All buildings shall maintain a minimum building setback of 30' and a maximum building setback of 40' from the interior public road right-of-way (lots on the cul-de-sac are allowed a maximum building setback of 50'), a minimum 10' offset from an interior side yard, 30' offset from the corner side and 20' rear property lines.

Agreed. These standards are met on the proposed preliminary plat amendment including The Additional Property.

4. The entire property shall be appropriately field-staked for wetland areas and reviewed and approved by the Department of Natural Resources (DNR), including an indication of the required setback from the wetland, prior to action on a preliminary plat by the Planning Commission. The development is subject to appropriate Chapter 30 permitting from the DNR and necessary permitting from the Army Corp of Engineers.

Agreed. Delineations have been completed within the original PUD boundary – a wetland investigation was conducted by Evergreen Consulting – a WI assured delineator – who found that there are no wetlands on The Additional Property.

5. Private lots shall not contain wetlands. The developer shall show wetlands and all required wetland setbacks on the preliminary plat. The Planning Commission shall evaluate and approve the final location of wetland setback requirements and the final location of the necessary protective measures required of the developer. Flexibility for placement of setback requirements is permitted.

Agreed. Wetlands are included in open space with setbacks as required by the City in the lands governed by the original PUD. There are no wetlands on The Additional Property.

6. Additional features and enhancements to the common, open space are required.

Agreed. Please see the open space plan provided for The Additional Property.

7. An open space plan is required and shall address the following:

   - all common, open space land
   - a required landscape buffer along Wauwatosa Road along the public road,
   - a required public sidewalk along Wauwatosa Road within the r.o.w.,
   - a required public sidewalk along one side of the major thoroughfare of the development,

- a required 6’ asphalt bike and pedestrian path within the open space,
- documentation of allowable features within any wetland buffer,
- required entryway signage and landscaping

The plan shall address maintenance and access and is subject to Planning Commission review and approval and necessary access easement recordings.

Agreed. All conditions have been met for the original PUD property and the open space plan for The Additional Property incorporates applicable standards.

8. Pedestrian and bike paths and the necessary easements shall be required in accordance with the approved concept plan.

Agreed, the pedestrian path network is proposed to be extended to The Additional Property in accordance with the submitted plans.

9. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.

Agreed. The Parks and Forestry Superintendent will be consulted to ensure compliance with the Ordinance.

10. All roads and bike paths connecting to adjacent sites shall be installed at time of each associated phase of development. The road shown to connect to the property to the west shall include the installation of a hammerhead. Removal of the hammerhead shall be approved by the City at the time of connectivity for development to west. The developer shall provide an escrow to the City for the estimated cost of removal.

Agreed.

11. Landscape islands within the public road are required at locations designated by staff.

Developer will work with staff if required.

12. The development shall comply with preliminary plat, development agreement, and final plat requirements.

Agreed.

13. The site shall be served by public sewer and water and secure inclusion within the sanitary sewer service area. The applicant shall obtain the necessary approval and permits for the installation of the sanitary sewer and water main from the various regulatory agencies. No building permits for single-family homes shall be granted until impact fees are established by the City.

Agreed. The SSA has already been amended to include The Additional Property. It is understood that additional permitting will be required prior to infrastructure installation.

14. Engineering Department review and approval of grading, drainage, stormwater management, erosion control and sewer plans in conformance to City ordinances and the Standard Specifications for Land Development.

Agreed.

15. Cross connection access to adjacent properties.

Agreed. An East-West cross connection has been provided through The Additional Property.

16. Approval of a storm water management plan for the site in conformance to City ordinances and MMSD Chapter 13, including execution of a Storm Water Management Maintenance Plan and necessary legal documents requiring HOA responsibilities of stormwater facilities.

Agreed.

17. Execution of a Water Service Agreement between the applicant and the Water Utility, including acceptance of the requirement to loop the water main and provide connections on Wauwatosa Road. The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require 12" pipe for the dead end main.

18. ***Agreed. A Water Service Agreement was executed for the original PUD, and will be updated or added to as needed for the Additional Property.*** Provision of Easements over existing and proposed drainageways with supporting language requiring Home Owners Association maintenance and access granted to the City.

Agreed.

19. The applicant shall provide utility easements for the adjacent lot owners to allow access to the public water main and sanitary sewer.

Agreed, Utilities will be extended to the west dead-end shown on the plans for The Additional Property.

20. WisDOT access permit for the Wauwatosa Road/181 entrance.

Agreed, this was completed with the original PUD property.

21. WDNR approval of the wetland impact and proposed road crossing over the navigable waterway.

This condition affected the initial PUD, however it does not apply to the Additional Property.

22. There shall be a permanent open space buffer along the perimeter of this development as illustrated in the attached development concept plan and per Planning Commission action.

A perimeter permanent open space buffer is provided around the entire neighborhood, including The Additional Property.

23. Architectural design of residential buildings shall comply with a Planning Commission approved set of design standards set forth as part of the PUD and shall include the following:

    - Dwellings shall be a minimum of 1900 square feet for a single-story and 2100 for a multi-story.
    - No accessory structure shall project further into the front or corner side yard than the principle structure.
    - Chain link or 100% opaque fencing is prohibited. Fencing is prohibited in the front and corner side yard.
    - No less than 50% of residential buildings shall present a side loading garage, a courtyard garage entry or a 15 degree turned garage entry.
    - Of the remaining 50% that is allowed to present a front loading garage, the following shall apply: 1) no more than two garage stalls shall present on the same linear plane, 2) all front loading garages shall contain architectural details consistent with the front elevation, 3) none of the front loading garages shall have a consistent setback to that of the habitable portion of the building and 4) no more than 30% of the front loading

garages shall project further into the front yard than the habitable portion of the building.

- There shall be no more than three (3) front-loading garage residential buildings in a row.

All residential buildings shall comply with the Architectural Board's publication entitled "Guidelines for Residential Structures", unless deviations are approved by the Planning Commission, and are subject to the Architectural Review Board approval.

Agreed, the standards above match the conditions of approval of the PUD dated November 11, 2019. There are no new changes proposed for the Additional Property.

24. Street trees are subject to the approval of the Tree Board and Planning Commission.

Agreed.

25. Street lighting, if proposed, is subject to the approval of the Planning staff.

No street lighting is proposed.

26. Public road design standards shall be subject to the review and approval of Engineering and the Fire Departments.

Agreed.

27. Fire Department approval of the number and location of fire hydrants.

Agreed.

28. The development and subsequent building construction shall be subject to DNR review and approval regarding the wetland buffer.

Agreed. This is in reference to the original PUD area, there are not wetlands in The Additional Property.

29. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendments to this ordinance.

Agreed.

The Enclave II at Mequon Preserve – First Addition
Open Space Plan

This open space plan includes information to meet the requirements for open space set forth in Section 58-333(h) of the City of Mequon's ordinances.

(4) Not less than 30 percent of the total site area shall be established as common open space.

The Enclave II – First Addition has 5.50 acres of open space which is equivalent to 33.8% of the total area of the neighborhood.

a. *Create large and contiguous areas that represent an integrated system with no one dedicated common space being less than 5,000 square feet.*

   Open space is contiguous around the perimeter of the neighborhood. There are two contiguous common area spaces, one north of the road the other south/east of the cul-de-sac.

b. *Distribute common, open space throughout the development to serve and enhance all lots. Fragmented open space shall be minimized.*

   The open space is distributed throughout the neighborhood with larger areas on the northeast, south central and eastern areas. There are no small pockets of open space—in fact, there is no isolated or fragmented open space as it is contiguous and the open connects to existing open space within The Enclave.

c. *Protect site features.*

   The existing site is historic agricultural lands. No site features exist that will need to be protected.

d. *Connect to environmental features on adjacent sites. Long, thin strips shall be prohibited unless a conservation feature is linear and necessary to provide a green belt between lots or to provide connection with other natural features, amenities and adjacent developments.*

   Open space connects to existing environmental features with The Enclave at Mequon Preserve.

e. *Maintain a perimeter, low maintenance open space buffer with a minimum width of 30 feet.*

   The perimeter has a minimum 30' open space buffer with an asphalt trail connecting into The Enclave II at Mequon Preserve.

f. *Include 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, children's play equipment*.

We have included both passive and active recreational areas throughout the neighborhood. There will be a gazebo with benches (similar to the ones at the Enclave at Mequon Preserve) in the northeast corner of the addition property.

A trailhead connection will be made connecting into The Enclave II at Mequon Preserve from the proposed cul de sac.

There are active and passive opportunities throughout the neighborhood. The trail connection provides access to a large network of paths and sidewalks which include access to the Enclave and Highlander Estates development. It will also connect into a system that extends to Wauwatosa Road, furthering the connectivity goals of the City.

OPTION TO PURCHASE AGREEMENT

RESIDENTIAL DEVELOPMENT RIGHTS

THIS OPTION TO PURCHASE AGREEMENT is entered into as of the 8TH day of December, 2025 (the "Effective Date"), by and between Paul H. Apfelbach ("Seller"), and VH Acquisitions, LLC, a Wisconsin limited liability company or its assigns ("Purchaser").

RECITALS

WHEREAS, Seller previously acquired 39.6 plex residential development rights (the "Plex Development Rights") issued by the City of Mequon Common Council's approval of Ordinance No. 2005-1146 as evidenced by (i) City of Mequon Certificate of Development Rights Certificate 2006-001, and (ii) City of Mequon Certificate of Development Rights Certificate 2006-002; and

WHEREAS, Seller previously sold 37.8 of Plex Development Rights to third parties; and

WHEREAS, Seller currently owns the remaining 1.8 Plex Development Rights; and

WHEREAS, Purchaser desires to obtain from Seller, and Seller desires to grant to Purchaser, an option to purchase such remaining 1.8 Plex Development Rights (collectively, the "Development Rights") upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing, the covenants contained herein, and other good, valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals section set forth above is hereby incorporated by reference into this Agreement.

2. **Development Rights.** Pursuant to the City of Mequon Zoning TDR/PUD Ordinance, the 1.8 Plex Development Rights are equivalent to the right to develop one (1) single family lot.

3. **Option Grant.** Seller hereby grants Purchaser an option to purchase the Development Rights (the "Option"), subject to the terms and conditions of this Agreement.

4. **Option Term.** The term of the Option shall commence upon the Effective Date and shall expire at 11:59 PM central time on October 9, 2026 (the "Option Term"). Purchaser may elect by written notice to Seller to extend the Option Term such that the Option Term expires on 11:59pm central time on January 7, 2027. In order to extend the Option Term as described in the preceding sentence, Purchaser shall provide written notice of such extension to Seller no later than

the last day of the original Option Term along with an additional option price payment of [redacted] (the "Additional Option Price").

5. **Option Price.** The option price shall be [redacted] (the "Option Price") and shall be paid by Purchaser to Seller no later than five (5) business days after the Effective Date. The Option Price and Additional Option Price, if applicable, are non-refundable to Purchaser. The Option Price and Additional Option Price, if applicable, shall be credited to the Purchase Price at the Closing.

6. **Exercise of Option, Terms.** Purchaser may exercise the Option at any time during the Option Term, as the same may be extended as provided in Section 4 above, by delivering written notice (the "Exercise Notice") to Seller (the date of Purchaser's delivery of the Exercise Notice shall hereinafter be referred to as the "Exercise Date"). In the event that Purchaser fails to timely provide the Exercise Notice to Seller prior to the expiration of the Option Period, as the same may be extended pursuant to Section 4 above, then Seller shall retain the Option Price and Additional Option Price, if applicable, and neither party shall have any obligations to the other under this Agreement.

7. **Purchase and Sale.** Upon the exercise of the Option under the terms of this Agreement, Purchaser shall purchase, and Seller shall sell, the Development Rights.

8. **Purchase Price.** The purchase price payable by Purchaser to Seller at the Closing shall be [redacted] (the "Purchase Price").

9. **Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Purchaser, which representations and warranties are true and correct as of the Effective Date and shall be true and correct at the Closing:

(i) Seller has due authorization for the execution and performance of this Agreement.

(ii) This Agreement and Seller's performance hereunder will not violate any contract binding on Seller or to which the Development Rights are subject, any judgment, order, decree, writ or injunction issued against Seller, or any provision of any laws applicable to Seller or the Development Rights.

(iii) The execution, delivery and performance of this Agreement and any agreements to be entered into in connection therewith are the valid and binding agreement of Seller, enforceable in accordance with their terms.

(iv) Seller owns good and valid title to the Development Rights, free and clear of all liens, pledges, claims and encumbrances.

(v) The Development Rights have not been amended or altered in any manner as to materially alter the benefits and privileges that were appurtenant to the Development Rights when the Development Rights were first issued by the City of Mequon.

10. **Closing.** The closing (the "Closing") shall occur on or before thirty (30) days after the Exercise Date, or on such other date as Seller and Purchaser may agree upon in writing. At the Closing, Seller and Purchaser agree to execute (i) an assignment agreement in a form reasonably acceptable to Seller and Purchaser to document the transfer of the Development Rights from Seller to Purchaser, and (ii) any documentation reasonably required by the City of Mequon or any other governmental authority having jurisdiction to document the transfer of the Development Rights from Seller to Purchaser.

11. **Miscellaneous.**

(a) **No Commissions.** No commission is due or payable to any party as a result of this transaction.

(b) **Further Assurances.** Seller shall take all appropriate action and execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof, including, without limitation, putting Purchaser in possession and operating control of the Development Rights.

(c) **Amendment and Waiver**. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(d) **Notices.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when sent via email. In the event that any notice is sent after 5:00pm central time on a business day, the notice shall be deemed sent on the next following business day. Any notice sent on a non-business day shall be deemed sent on the next following business day. Seller's email address for notice purposes is [redacted] Purchaser's email address for notice purposes is [redacted] Either party may change their email address for notice purposes by delivering written notice of such new email address to the other party.

(e) **Binding Effect/Assignment.** This Agreement and all of the provisions hereof are binding upon and inure to the benefit of the parties hereto and their successors and assigns. Purchaser may assign its rights under this Agreement by delivering written notice of assignment to Seller.

(f) **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. A photocopy or other electronic signature of any party to this Agreement shall be considered an original signature for all purposes and may be relied upon by all parties.

(h) **Governing Law**. The internal law, without regard to conflicts of laws principles, of the State of Wisconsin will govern all questions concerning the construction, validity and interpretation of this Agreement, and the performance of obligations imposed by this Agreement.

(i) **Sale Documentation.** Purchaser shall be responsible for the preparation and cost of any documentation it deems necessary to sell or convey the Property including any requirements of the City of Mequon.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SELLER

Paul H. Apfelbach 12/8/25

Paul H. Apfelbach

PURCHASER

VH Acquisitions, LLC, a Wisconsin
limited liability company or its assigns

By: Forgewell Building Group, LLC, Sole Member

By:
Chris Ehlers, Authorized Agent

OPERATING AGREEMENT
OF
HAT TRICK DEVELOPMENT LLC

THIS AGREEMENT is entered into this 20th day of August, 2021, by and among the undersigned, being all of the the Members of the **Hat Trick Development LLC**, a Limited Liability Company formed under the laws of the State of Wisconsin (the "Company"), and **Donald A. Levy**, (the "Organizer"), solely for the purpose of making the acknowledgement at the end of this Agreement.

RECITALS:

A. The Members have caused the formation of the Company by having the Organizers file with the Department of Financial Institutions Articles of Organization, and further caused the name to be changed to Hat Trick Development, LLC, copies of which are attached to this Agreement and incorporated by this reference, as provided in the Wisconsin Limited Liability Company Law (the "Act"), Wisconsin Statutes Chapter 183, *et seq.*; and

B. The Members wish to enter into this Agreement for the purposes of providing the rights, obligations, and restrictions contained in this Agreement and otherwise to govern the operations and management of the Company.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Members do hereby certify and agree as follows:

AGREEMENTS:

1. **Name**. The name of the Company is **Hat Trick Development LLC**. The business of the Company may be conducted under such trade or fictitious names as the Managing Members may determine.

2. **Registered Office and Agent**.

(a) The principal office of the Company is located at W49 N669 Cedar Reserve Circle, Cedarburg, WI 53012. The Company may have other offices, inside or outside the State of Wisconsin as the Manager may designate.

(b) The registered office of the Company in the State of Wisconsin is located at W49 N669 Cedar Reserve Circle, Cedarburg, WI 53012. The registered agent of the Company for service of process at that address is Brian Brewer.

3. **Purpose**. The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the WLLCL.

4. **Members' Capital Accounts.**

(a) Initial Contribution and Percentage Interest. The Members have contributed the amounts set forth on Exhibit A attached to this Agreement as their initial capital contributions, which shall initially entitle them to the percentage interests set forth on Exhibit A, attached to this Agreement, determined by dividing the Member's contribution by all contributions to the Company (the "Percentage Interests").

(b) Capital Accounts. The Company will maintain a separate capital account ("Capital Account") for each Member. Each Member's Capital Account will reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account will also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

(c) Increases. Each Member's Capital Account will be increased by: (i) the amount of money or the fair market value of property contributed by the Member to the Company (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to); (ii) the amount of any Company liabilities assumed by the Member; and (iii) allocations to the Member of profit, income or gain.

(d) Decreases. Each Member's Capital Account will be decreased by: (i) the amount of money and the fair market value of property distributed to the Member by the Company (net of any liabilities secured by such distributed property that the Member is considered to assume or take subject to); and (ii) allocations to the Member of losses, deductions and expenses.

(e) Internal Revenue Code. The manner in which Capital Accounts are to be maintained under this Operating Agreement is intended to comply with the requirements of Internal Revenue Code section 704(b) and the regulations thereunder. It is the specific intent of the Members that all adjustments as may be required pursuant to section 704, and any regulations thereunder be made, so as to cause the allocations prescribed hereunder to be respected for tax purposes.

(f) Withdrawals. A Member may withdraw his, her, or its Capital Account at any time, upon written request to each other Member.

5. **Profits, Losses and Cash Flow.**

(a) Profits and Losses. The Company's net profits and losses (and each item of income, deduction, gain, loss, and credit that makes up net profits and losses) shall be computed in accordance with generally accepted accounting principles, consistently applied, and shall be allocated among the Members solely according to their respective Percentage Interests.

(b) Retirement, Expulsion, and Death. When a Member dies, retires, is expelled, or assigns his, her, or its Percentage Interests, profits and losses shall be allocated based on the number of days in that year during which each Member owned a Percentage Interest, or on any other reasonable basis selected by the Members, that is consistent with applicable United States tax laws and regulations.

(c) Cash Flow. Distributions of cash or other assets may be made to the Members from time to time. All distributions made to the Members shall be made in accordance with each Member's respective Percentage Interest.

6. **Management of the Company**.

(a) Management. Management of the Company is vested in its Members, except to the extent delegated to the Managing Member in this Agreement.

(b) Identity and Number of Managing Members. The initial Managing Members shall be **2013 Brewer Family Trust** and **GBH Enterprises, LLC**. The number of Managing Members shall be two.

(c) Term of Managing Members. Unless otherwise provided by Unanimous Consent, a Person shall cease to be Managing Member upon the earliest to occur of any of the following: (i) the Managing Member's voluntary resignation effective as of the prospective date provided in a written notice from the Managing Member to the Company; (ii) the Managing Member's removal as such by Unanimous Consent; or (iii) the Managing Member's death, incompetency, ceasing to be a Member of the Company for any reason or assignment of all of the Managing Member's economic interest in the Company.

(d) Vacancies. A vacancy in the office of the Managing Member will be filled by Unanimous Consent.

7. **Powers of Managing Member**.

Section 7.1. Authority and Powers of the Managers.

(a) Authority and Powers in General. Except to the extent otherwise provided in this Agreement, the business of the Company shall be managed by the Managers, and no Member, in his or her capacity as a Member, shall have any right or power to take part in the management or control of the Company or its business. At any time when there is more than one Manager, any Manager may take any action authorized to be taken by the Managers, and each Manager shall be considered a manager under sections 183.0102(13) and 183.0401(2) of the Act, provided the rights and responsibilities of the Managers as managers shall be limited as expressly set forth in this Agreement. Except as such authority may be so limited, the Managers shall have full and complete authority to manage the business of the Company, to make all decisions regarding those matters, and to perform all other acts customary or incident to the management of the Company's business. Members have the right to vote only on those matters expressly set forth in this Agreement or as

required by the Act. The Managers shall be elected by the Members in accordance with Section 7.2, below.

(b) Certain Authority and Powers. Without limiting the generality of Section 7.1(a), above, the Managers shall, only upon written consent of all Managers, have the authority to:

(i) Acquire real estate or other assets to be used in the conduct of the Company's business, and hold and own, in the name of the Company, any real and/or personal property so acquired, and perform all acts customary to the acquisition and ownership of such property;

(ii) Subject to Section 8.4, to sell and/or convey or lease the property owned by the Company or grant options for its purchase and, in conjunction therewith, execute for and on behalf of the Company any deeds, bills of sale, option or other agreements, assignments, stock powers and other documents;

(iii) Invest any Company funds temporarily in short term depository instruments, including (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(iv) Cause the Company to enter into joint ventures, partnerships or limited liability companies with others;

(v) Establish reserves and thereafter maintain such reserves in such amounts as the Managers deem appropriate;

(vi) Directly or through the Company's subsidiaries, subdivide, improve, and develop all or any part of the Company's property;

(vii) Borrow money and procure temporary, permanent, conventional, or other financing on such terms and conditions, at such rates of interest, and from such parties, including, but not limited to, Managers or Members of the Company or affiliates thereof, as the Managers determine, and, in connection with such loans, if security is required for the loans, mortgage, pledge, hypothecate, encumber, or otherwise grant a security interest, directly or through the Company's subsidiaries, in any portion of the Company's assets; provided, however, that no liability may be incurred which by its terms would obligate any Member to contribute additional capital to the Company or to be personally liable for Company debt without such Member's prior written consent;

(viii) After giving notice to the Members, bring, defend, settle, compromise, or otherwise participate in any and all actions, proceedings, or investigations, whether at law, in equity, or before any governmental authority or agency, and whether brought against the Company or the Members, related to the business of the Company or the enforcement or protection of interests in or of the Company;

(ix) Purchase property, liability and/or title insurance, or otherwise insure the Company's activities and property;

(x) Pay out of the Company's funds all fees and expenses incurred in the organization and operation of the Company;

(xi) Appoint a registered agent or change the registered office pursuant to Section 2.3 above;

(xii) Retain attorneys, accountants, and other professionals in the course of performing the Managers' duties, and employ such other Persons as the Managers deem advisable, and to compensate them from Company funds;

(xiii) Exercise all rights, including voting rights, which the Company may have as a partner in any partnership of which the Company is a partner, as a member or manager in any limited liability company of which the Company is a member or manager or as an owner in any entity in which the Company holds an ownership interest;

(xiv) Execute on behalf of the Company all instruments and documents, including, without limitation: checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; indemnification agreements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary and/or desirable, in the opinion of the Manager, to the business of the Company, subject to obtaining appropriate Member approval of the underlying transaction(s) to the extent the same may be a Member Matter;

(xv) Do all other acts as the Managers, in its sole and unrestricted discretion, determines are necessary or advisable to carry out the business of the Company, and to execute, acknowledge, deliver, file, and record any and all agreements or instruments to effect the foregoing, subject to the need to acquire Member approval as provided for in this Agreement.

Section 7.2. Composition of the Managers.

(a) Number, Election, Tenure, and Qualifications of Managers. The number of Managers of the Company shall be two (2) unless otherwise provided by Majority Consent. The Company's initial Managers shall be **2013 Brewer Family Trust and GBH Enterprises LLC**. Managers shall be elected by Majority Consent at the annual meeting of the Members, or at such time(s) as a vacancy in the office of Manager must be filled. Managers need not be Members of the Company or residents of the State of Wisconsin.

Each Manager shall hold office until a replacement Manager is elected at the annual meeting of the Members or until the occurrence of an event set forth in subsection (b), below.

(b) Withdrawal of Manager. An individual shall cease to be a Manager upon the earliest to occur of any of the following: (i) the individual's voluntary resignation, pursuant to Section 7.4 below; (ii) the individual's removal, pursuant to Section 7.5; or (iii) the individual's death, incapacity, or inability to act as a Manager for any reason.

(i) For purposes of this Agreement, an individual who is a Manager shall be treated as being incapacitated if he or she lacks sufficient understanding or capacity to make or communicate responsible decisions concerning the management of the Company assets by reason of mental illness, mental deficiency, mental disorder, physical illness or disability, chronic use of drugs, chronic intoxication or other similar cause.

(ii) The existence of a Manager's incapacity shall be conclusively established by (a) a determination of a court having jurisdiction of such matters, (b) the written opinion of the Manager's regularly attending physician or (c) the written opinion of two other physicians licensed to practice medicine in the state in which the Manager resides. If a Manager is treated as being incapacitated, he or she shall be deemed to have irrevocably resigned as a Manager. If the effect of the incapacity results in no remaining Manager, the remaining Members by Majority Consent shall designate a new Manager.

(c) Vacancy. If a Manager ceases to be a Manager for any reason, the remaining Manager or Managers, if any, shall continue to act as such. Upon withdrawal of a Manager, the Members shall, as promptly as practicable, choose a substitute Manager as provided in Section 7.2(a), above. If the Company at any time lacks a Manager, the Members shall perform the duties of the Manager by Majority Consent until the Members elect by Majority Consent a substitute Manager or Managers. In this case, the Members will be Managers under sections 183.0102(13) and 183.0401(2) of the Act. The lack of a Manager shall not cause a dissolution or termination of the Company.

Section 7.3. Manner of Acting by Managers. Any actions of the Managers shall be taken in the manner set forth below.

(a) Manner of Acting. At any time when more than one Manager is acting, the consent of the Managers to any act or failure to act may be given by the affirmative unanimous vote of the Managers at a meeting at which a quorum of the Managers (as defined in subsection (e), below), participate in person or by telephone or other electronic means, or in a writing signed by all Managers. If the meeting is by telephone, a subsequent confirmation of the vote shall be done in writing or electronically.

(b) Records. The Company shall keep written records of all actions taken by the Managers.

(c) Meetings. Meetings of the Managers may be called by a Majority Interest or by any two Managers. Meetings not held by electronic means shall be held at the Company's principal place of business or at such other place as may be designated by the Person(s) calling the meeting. The Manager, or if more than one Manager is serving, then any Manager chosen by the Managers present, shall act as chairperson of the meeting.

(d) Notice. No matter shall be voted upon at a meeting of the Managers unless at least 24 hours' notice of the matter to be voted on is given or such notice is waived by any Manager not receiving it. A Manager shall be deemed to have waived notice of any matter acted upon at any meeting that the Manager attends or in which the Manager participates unless at the beginning of the meeting, or promptly upon commencement of the Manager's participation in the meeting, the Manager objects to the consideration of the matter because of lack of proper notice. Written records kept pursuant to Section 7.3(b), above, of a meeting at which a Manager was present, or in which the Manager participated, shall be prima facie evidence that the Manager was duly notified of the matters voted upon at the meeting or that the Manager waived the notice requirement unless the Manager's objection as required by this Section 7.3(d) is noted in the records. No prior notice shall be required for any action taken by written consent of the Managers.

(e) Quorum. At any meeting of Managers, a majority of the number of Managers shall constitute a quorum of the Managers, but a majority of the Managers present (though less than a quorum) may adjourn a meeting from time to time without further notice.

(f) Voting. Each Manager shall be entitled to one vote. Any Manager abstaining from voting on a given matter shall be deemed to have voted in the same manner as the majority, if any, of the Managers not abstaining from voting on that issue. Any Manager having a personal stake in the outcome of an issue (other than the economic stake inuring to the Manager solely as a result of the Units held by the Manager or the Manager's employer) shall abstain from voting on the issue unless all Managers have such a personal stake.

(g) Expenses. All reasonable and customary out-of-pocket expenses incurred by a Manager in connection with the Company's business shall be paid by the Company or be reimbursed to the Manager by the Company.

Section 7.4 Resignation of Manager. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon such time as shall be specified in the notice; but in no event earlier than thirty (30) days following the receipt of such notice by the Company. The acceptance of the resignation shall not be necessary to make it effective. The resignation or removal of a Manager who is also a Member shall not constitute such Manager's withdrawal as a Member, and shall not affect the Manager's rights as a Member.

Section 7.5. Removal of a Manager. A Manager may be removed at any time, with or without cause, by the Members (other than the Manager whose removal is sought) who own seventy percent (70%) or more of the Member interests in the Company entitled to vote.

Section 7.6. Banking Activities. The Company's funds may be deposited in such banking institutions as the Managers determine, and withdrawals shall be made only in the regular course of the Company's business on such signature or signatures as the Managers determine.

Section 7.7. Other Business Activities. The Managers shall devote to the Company such time as each individual deems necessary for the proper performance of the individual's duties under this Agreement, but the Managers shall not be required to devote full time or any specific amount of time to the performance of those duties. The individuals serving as Managers, as well as the Members and their respective Officers, Managers, shareholders, partners, and affiliates, may engage independently or with others in other business ventures of every nature and description, including without limitation business ventures that are competitive with the Company. Nothing in this Agreement shall be deemed to prohibit any individual serving as a Manager, or the Members or their respective Officers, Managers, shareholders, partners, and affiliates, from dealing or otherwise engaging in business with Persons transacting business with the Company. Neither the Company, any individual serving as a Manager, or any Member shall have any right by virtue of this Agreement, or the relationship created by this Agreement, in or to such other ventures or activities, or to the income or proceeds derived from such other ventures or activities, and the pursuit of such ventures shall not be deemed wrongful or improper.

Section 7.8. Fiduciary Capacity. The Managers shall at all times exercise their responsibilities in a fiduciary capacity and in a manner consistent with the objectives of the Company. They shall have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, regardless of whether in their immediate possession or control, and shall not employ such funds or assets in any manner except for the exclusive benefit of the Company. Nothing in this section shall be deemed to grant any assignee of an Interest(s) any cause of action or to expand the rights of such assignee(s) under applicable law.

8. Voting; Meetings of Members.

(a) Voting. Except to the extent provided to the contrary in this Operating Agreement, all Members will be entitled to vote on any matter submitted to a vote of the Members.

(b) Unanimous Consent. The consent of all Members will be required to approve the following: (i) the dissolution of the Company; (ii) the merger of the Company; (iii) the conversion of the Company; (iv) the authorization or ratification of acts that would otherwise violate the duty of loyalty; (v) an amendment to the Articles of Organization; (vi) the sale, exchange, lease or other transfer of all or substantially all of the assets of the Company other than in the ordinary course of business; (vii) the compromise of an obligation to make a contribution; (viii) the making of interim distributions; (ix) the admission of a new Member; (x) the use of the Company's property to redeem an interest subject to a charging order; (xi) an amendment to the Operating Agreement; and (xii) taking on debt.

(c) Arbitration. As it relates to an inability of the Members and/or Managing Member to reach unanimous consent on any issue requiring unanimous consent in this agreement, the Members and/or Managing Member agree to resolve said disputes through

binding arbitration, which may be initiated at the request of either party. The arbitration shall be conducted by an arbitrator appointed by the chief judge of Ozaukee County pursuant to commercial arbitration rules. Punitive damages should not be recoverable by either party. The parties agree to be bound by the decision of the arbitrator and the decision thereof to be entered into any appropriate court or other jurisdiction. Each Member and Managing Member agrees to bear its own expense, including attorney's fees incurred in connection with the arbitration and the expense of the arbitrator(s) should be divided equally between the Members.

(d) Annual Meeting. An annual meeting of Members for the transaction of such business as may properly come before the meeting, will be held at such place and time as the Managing Member will determine.

(e) Special Meeting. Special meetings of Members for any proper purpose or purposes may be called at any time by the Managing Member or by the holders of at least 51% of the Percentage Interests of all Members.

(f) Notice of Meeting. The Company will deliver notice stating the date, time, place and purposes of any meeting to each Member entitled to vote at the meeting. Notice will be given not less than 30 or more than 60 days before the date of the meeting.

(g) Appearance Not Required. A Member may participate and vote at any meeting via telephone conference call or similar equipment.

(h) Waiver of Meeting. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all the Members entitled to vote at the meeting.

(i) Proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment instrument, either personally or by the Member's attorney in fact.

9. **Transfers of Percentage Interests and Buy-Sell.**

(a) Restrictions on Transfers. Except in accordance with the terms of this Agreement, no Member shall Transfer all or any portion of the Member's Percentage Interest without Unanimous Consent (excluding the Member's Percentage Interest subject of such transfer). Any Transfer, attempted Transfer, or purported Transfer in violation of this Agreement's terms and conditions shall be null and void.

(b) Permitted Transfers. Subject to the provisions of section 9.(c), below, all or a portion of a Member's Percentage Interest may be transferred as follows: (i) by the Member to any person with Unanimous Consent of the Members as provided in section 9.(a), above, (ii) by the Member to such Member's spouse, natural or adopted lineal ascendants or descendants, or a trust for such individuals, (iii) by the Member to another Member, (iv) upon the death of an individual Member, to the personal representative of such Member and pursuant to his or her Will or by successorship, (v) upon the dissolution of any Member which is not an individual, to

the Member's interest holders, (vi) involuntarily by operation of law (including as described in section 183.0707 Wis. Stats.), or (any of such transfers hereinafter referred to as "permitted transfer"). Anything herein to the contrary notwithstanding, a transferee who has not become a Member may not make a transfer described in (ii) or (vi) of this section and shall not have the right to acquire Percentage Interest by the exercise of any of the options to purchase set forth in this Article.

(c) Conditions to Permitted Transfers. A transfer shall not be treated as a permitted transfer unless and until the following conditions are satisfied:

(i) Disclosure of Necessary Information. The transferor and transferee agree to furnish to the Company the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis for the interest transferred and any other information reasonable necessary to permit the Company to file all required federal and state income tax returns and all other legally required documents.

(ii) Commitment of Transferee. The transferee (and his or her spouse, if any) executes and delivers to the Company such documents (which may include a counterpart of this agreement) as may be reasonably required by the Member to confirm that the transferee (and such spouse) agrees as to the transferred interest to be bound by and subject in all respects to the provisions of this agreement even if such transferee is not made a Member.

(d) Right of First Refusal. Subject to the provisions of section 9.(c), above, a Member may sell all but not less than all of such Member's Percentage Interest but only as provided in this section.

(i) Bona fide Offer. If a Member receives a bona fide offer to purchase all but not less than all of such Member's Percentage Interest and such Member wishes to accept such offer, such Member (the "Offering Member") shall give written notice to the Company and the other Members of such Member's intention to sell his interest (the "Notice of Sale"). The Notice of Sale shall contain a true and complete copy of the executed offer which shall at a minimum set forth the name and address of the proposed purchaser, the date on which it is given, the proposed price for the Member's Percentage Interest to be paid in cash at closing, and shall represent that the proposed purchaser is aware of this agreement and is willing to purchase the Member's Percentage Interest in accordance with and subject to the provisions hereof even if not made a Member. A Notice of Sale specifying a price to be paid in the form of property other than cash shall not be regarded as in compliance with the provisions hereof.

(ii) Company's Option. The Company or any person or persons specified by the Company shall have the option to purchase all but not less than all of the offered Percentage Interest at the proposed price, on the same terms and conditions as contained in paragraph 9(d)(i) herein.

(iii) Procedure for Exercising Options and Closing Transactions. The Company and the designated purchasers may exercise their options hereunder by giving written notice to the Offering Member within thirty (30) days after the Notice of Sale is given of the

number of Units such person elects to purchase. If the total Percentage Interest specified in these notices is less than the Member's Percentage Interest, the Company and the designated purchasers may give amended notices of exercise within forty (40) days after the Notice of Sale is given. If the total Percentage Interest specified in the initial or amended notices is greater than the Member's Percentage Interest, the Company shall determine who among the group composed of the Company and the designated purchasers shall purchase the offered Percentage Interest. Unless otherwise agreed by all parties thereto, any purchase hereunder by the Company or any of the designated purchasers shall be closed at 2:00 p.m. on the sixtieth (60th) day after the Notice of Sale is given at the principal office of the Company.

(iv) Sale to Proposed Purchaser. If the Company and the designated purchasers do not elect to purchase all of the offered Percentage Interest or having elected to purchase fail to close the purchase of the offered Percentage Interest other than by reason of the actions of the Offering Member, none of the offered Percentage Interest shall be sold to the Company or the designated purchasers and the Offering Member may sell all but not less than all of the offered Percentage Interest to the proposed purchaser disclosed in the Notice of Sale at the price and on the terms specified therein at any time within the sixty (60) days after the expiration of the periods for exercise of the options of Company and designated purchasers or such failure of the Company and the designated purchasers to close the purchase, as the case may be.

(v) Failure to Sell. Offered Percentage Interest shall at all times be fully subject to this agreement and, if not sold pursuant to this section, may not be sold thereafter except upon submission of a new Notice of Sale and compliance with the provisions of this section.

(vi) Participation in Company Decisions. Neither the Offering Member or any Member who is an Offering Member or is affiliated with the Offering Member shall participate by vote or otherwise in any decision to be made by the Company under this section of the Agreement; provided that the Offering Member and any Member who is an Offering Member or is affiliated with the Offering Member shall take such action as may be necessary to implement any such decisions made by the other Members.

(e) Option to Purchase on the Death of Member. Upon the death of a Member, the deceased Member's percentage interest may pass in conjunction with that Member's estate plan. The surviving Member shall then be the sole Managing Member.

10. **Dissolution.**

(a) Causes. The Company shall be dissolved upon the written determination of all of the Members, or the death or withdrawal of a Member or when a Member becomes a debtor in bankruptcy.

(b) Continuation. If, within ninety (90) days from a Member's death, withdrawal, or becoming a debtor in bankruptcy, the other Members elect to continue the Company, then the Company shall not be dissolved and it shall continue under this Agreement.

(c) Upon Dissolution. Upon its dissolution, the Company shall commence to wind up its affairs. The Members shall continue to share in profits and losses during liquidation as they did before dissolution. The Company's assets may be sold, if a price deemed reasonable by the Members can be obtained. The proceeds from liquidation of the Company's assets shall be applied as follows:

(i) First, all of the Company's debts and liabilities to persons other than Members shall be paid and discharged in the order of priority as provided by law;

(ii) Second, all debts and liabilities to Members shall be paid and discharged in the order of priority as provided by law;

(iii) Third, all remaining assets shall be distributed proportionately among the Members based on their respective positive Capital Accounts.

(d) Gain or Loss. Any gain or loss on the disposition of the Company's properties in the process of liquidation shall be credited or charged to the Members in proportion to their respective Percentage Interests; except that gain or loss with respect to property contributed to the Company by a Member shall be shared among the Members so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable U.S. Treasury regulations. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and shall be credited or charged to the Members accordingly.

(e) Company Assets Sole Source. The Members shall look solely to the Company's assets for the payment of any debts or liabilities owed by the Company to the Members and for the return of their capital contributions and liquidation amounts. If the Company property remaining after the payment or discharge of all of its debts and liabilities to persons other than Members is insufficient to return the Members' capital contributions, they shall have no recourse therefor against the Company or any other Members, except to the extent that such other Members may have outstanding debts or obligations owing to the Company.

11. **Amendments**. This Agreement shall be amended only with the unanimous consent of the Members.

12. **Attorney's Representations**. The parties all acknowledge that the Company's counsel, **Levy & Levy, S.C.**, prepared this Agreement on behalf of and in the course of this attorney's representation of the Company, and that:

(a) THE PARTIES HAVE BEEN ADVISED BY LEVY & LEVY, S.C. THAT A CONFLICT EXISTS AMONG THEIR INDIVIDUAL INTERESTS; AND

(b) THE PARTIES HAVE BEEN ADVISED BY LEVY & LEVY, S.C. TO SEEK THE ADVICE OF INDEPENDENT COUNSEL; AND

(c) THE PARTIES HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL; AND

(d) THE PARTIES HAVE RECEIVED NO REPRESENTATIONS FROM LEVY & LEVY, S.C. ABOUT THE TAX CONSEQUENCES OF THIS AGREEMENT; AND

(e) THE PARTIES HAVE BEEN ADVISED BY LEVY & LEVY, S.C. THAT THIS AGREEMENT MAY HAVE TAX CONSEQUENCES; AND

(f) THE PARTIES HAVE BEEN ADVISED BY LEVY & LEVY, S.C. TO SEEK THE ADVICE OF INDEPENDENT TAX COUNSEL; AND

(g) THE PARTIES HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT TAX COUNSEL.

13. **Definitions.**

(a) Agreement. The ?Agreement@ is the Operating Agreement of Partnership RE LLC, as amended from time to time. The Agreement shall include all schedules, as they may be amended from time to time.

(b) Agreement Price. The "Agreement Price" is the price at which, pursuant to the terms of this Agreement, a Member must offer to sell all or any of his, her or its Percentage Interests.

(c) Company. The "Company" is **Hat Trick Development LLC**.

(d) Day. "Day" or "days" refers to a calendar day, including any days which fall on legal holidays or weekends.

(e) Encumber or Encumbrance. To "Encumber" includes to pledge, hypothecate, or otherwise secure any type of debt or obligation with Percentage Interests, whether incurred voluntarily or involuntarily, and in any manner whatsoever. An "Encumbrance" includes any type of security or surety interest created by such Encumbering.

(f) Expenses. "Expenses" means fees, costs, charges, disbursements, reasonable attorney fees and any other reasonable expenses incurred in connection with a proceeding giving rise to request for indemnification.

(g) Managing Members. "Managing Members" means the Persons designated in Section 6.(b) of this Agreement until this Person no longer serves in the position of Managing Member pursuant to Section 6.(c) of this Agreement.

(h) Members. The "Members" shall refer to the initial and any additional or successor Members.

(i) Offered Interests. The "Offered Interests" is all of the Percentage Interests that are deemed to have been offered for sale to the other Members, pursuant to this Agreement.

(j) Percentage Interests. "Percentage Interests" have the meaning set forth in Section 4.(a) of this Agreement.

(k) Person. "Person" means an individual, a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.

(l) Transfer. A "Transfer" of a Percentage Interest includes any sale, pledging, encumbering, giving, bequeathing, or other transferring or disposing of, or permitting to be sold, encumbered, attached, or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily, or by operation of law.

14. **Miscellaneous.**

(a) Notices. Any notice under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, or by registered or certified mail, postage and charges prepaid, and if it is sent to a Member, addressed with his, her, or its address as it appears on the records of the Company.

(i) Any notice shall be deemed given when it is personally delivered, or, if mailed, on the date it is postmarked by the United States Postal Service, if it was addressed as required in this section.

(ii) Any Member may change his, her, or its address for purposes of this Agreement by written notice to the Members, stating his, her, or its new address. A change of address shall be effective fifteen (15) days after the notice is received by the Members.

(b) Non-Waiver. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

(c) Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity shall not affect the validity of the remainder of the Agreement.

(d) Good Faith. The doing of any act or the failure to do any act by a Member or the Company, the effect of which causes any loss or damage to the Company, shall not subject such Member or the Company to any liability, if done pursuant to advice of the Company's legal counsel or in good faith to promote the Company's best interests.

(e) Governing Law. This Agreement is to be construed according to the laws of the state of Wisconsin.

(f) Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

(g) Other Activities. Every Member may engage in whatever activities he or she chooses without any obligation to offer any interest in such activities to any party hereof.

(h) Confidentiality. A Member may not divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Company, whether before or after the Company's dissolution.

(i) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

(j) Waiver of Partition. Each Member waives any right to maintain any action for partition with respect to the Company's property or assets during the Company's term.

(k) Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, and successors.

(l) Personal Property. The interests of each Member in the Company are personal property.

(m) Gender and Number. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned has duly executed this Operating Agreement on the date first noted above.

2013 Brewer Family Trust

Brian Brewer, Trustee

GBH ENTERPRISES, LLC

Scott Engroff, Member

Acknowledgment

I acknowledge that Exhibit B contains a correct copy of the Articles of Organization and Articles of Amendment filed by me with the Wisconsin Department of Financial Institutions to organize the Company.

Donald A. Levy, Organizer

EXHIBIT A
CAPITAL CONTRIBUTIONS

Member	**Capital Contribution**	**Percentage Interest**
2013 Brewer Family Trust	[redacted]	50%
GBH Enterprises, LLC		50%
Totals:		**100.0%**

Corporations Bureau

Form 504 - Limited Liability Company Articles of Amendment

Name of Limited Liability Company

Entity Name or Entity Id:	MTE GROUP DEVELOPMENT 20, LLC Entity ID: M111295

Entity Name Amendment

The text of the amendment to the articles of organization amends the name of limited liability company:	Yes
The Name of the LLC is amended to be:	Hat Trick Development LLC

Registered Agent Name Amendment

The text of the amendment to the articles of organization amends the name of the Registered Agent:	No
The Registered Agent name is amended to:	
Name of Entity:	

Registered Agent Address Amendment

The text of the amendment to the articles of organization amends the street address of the Registered Agent.	No
The Registered Agent address is amended to:	
Street Address:	
Address 2:	
City:	
State:	
Zip Code:	

Management Change

The text of the amendment to the articles of organization amends the management of the Limited Liability Company:	No
The management of the limited liability company is:	(left blank)

Adoption

Amendment(s) to the Articles of Organization was adopted by the vote required under s. 183.0404 (2).	Yes

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 23, 2026**
SUBJECT: **P2 Development Company, LLC. The applicant is seeking building and site plan approval for the five (5) properties located at 11030, 11020, and 10950 N. Buntrock Avenue, 11027 N. Weston Drive and the property immediately to the south.**

Background: The applicant requests building and site plan approval for Phase 1 of a mixed-use development that includes 58 row house style apartments and a three-story mixed-use building located at 11000-11040 N Buntrock Avenue and 10971-11009 N Weston Drive. The concept plan was approved at the October 27, 2025, Planning Commission and at the December 9, 2021, Common Council meeting (Ord#2025-1686). The first phase includes the 58 row houses and all site plan amenities except around the three-story building (see phasing plan).

Site Plan:
The proposed site plan is consistent with the approved concept plan and is in compliance with code. The site plan has been updated based on recommendations made by planning staff. Staff has no objection to the proposed plan.

Building Design:
Staff and the applicant have been working collaboratively on the designs of the residential buildings since the concept plan was approved. Based on these efforts, there remains only some minor changes to the building designs. The plan shows three different building designs based on their location in the development.

Building Option A
The two buildings labeled as Building A are shown to be located on the north end of the development. They are both six-unit buildings with attached two car garages. The building located along Buntrock Avenue (11028 N Buntrock) and includes three-bedroom units while the building to the rear (11040 N Buntrock) includes two-bedroom units. Building materials include brick, lap siding, board and batten, and simulated cedar shake on the gables. The design includes a flat covered entryway with decorative columns and balusters. All issues and staff recommendations have been incorporated into the new plans. Staff has no objection to the proposed plan.

Building Option 5A
The three buildings labeled as Building 5A are shown to be located in the center of the development. The building located along Buntrock Avenue (11000 N Buntrock) is a ten-unit

building with three-bedroom units. The building to the east of this building (11010 N Buntrock) is a 12 unit building with three-bedroom units. The third building east of this building (11009 N Weston) is a twelve-unit building with two-bedroom units. Building materials include brick, lap siding, and board and batten. The design includes shed dormers on the roof between the gables, and a sloped gable covered entryway with decorative columns and balusters. All issues and staff recommendations have been incorporated into the new plans. Staff has no objection to the proposed plan.

Building Option A2
The two buildings labeled as Building A2 are shown to be located on the south end of the development. They are both six-unit buildings with attached two car garages. Both the building located along Weston Avenue (10971 N Weston) and the building to the west (10991 N Weston) have three-bedroom units. Building materials include stone, lap siding, board and batten, and simulated cedar shake on the gables. The design includes a flat covered entryway with decorative columns and balusters. All issues and staff recommendations have been incorporated into the new plans. Staff has no objection to the proposed plan.

Lighting Plan:
The proposed lighting plan shows the use of the same town center light fixture as used in the rest of the Foxtown development. There are 53 light fixtures located around the perimeter and in the interior of the development. In addition, there are bollards proposed along the pedestrian path that goes through the center of the development from Buntrock Avenue to Weston Drive. The plan was updated based on comments made by staff. All issues and staff recommendations have been incorporated into the new plans. Staff has no objection to the proposed plan.

Landscape Plan:
The landscaping plan includes a mixture of trees, shrubs and foundation plans. The plan has been updated based on comments made by staff. All issues and staff recommendations have been incorporated into the new plans. Staff has no objection to the proposed plan.

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

A development agreement will be required to provide terms and conditions relating to the proposed improvements.

Access is provided through various driveway access points on the east and north side of the site. The north side of the site will have cross-access to the existing Foxtown Townhomes site. A cross-access easement will be required at this location. Staff assumes that the internal roadways will be private. The roads do not meet public road standards.

To maintain continuity and consistency with the rest of Town Center, curb and gutter must be extended along Buntrock Avenue. Additionally, a waiver to the acceleration-deceleration and bypass lane is included in the conditions of approval.

All sidewalks must be installed with phase one except the section interior to phase two. Sidewalk on Weston Drive shall be installed with picture frame finish.

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

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

The site proposes an increase in impervious surface in excess of one-half acre and site disturbance of greater than an acre therefore requires a stormwater management plan (SWMP). The proposed site will be required to provide additional stormwater management to meet the current City of Mequon, WDNR and MMSD criteria. Stormwater locations are shown conceptually on the plan. Staff assumes that storm sewer internal to the site will be private.

More specific stormwater requirements will be defined in the development agreement, in accordance with City ordinances and regulatory agencies. If the SWMP will cover phase one and two, the stormwater management measures must be installed with phase one and a maintenance and easement agreement must be shared for both properties.

A City erosion control permit will be required. Evidence of the WDNR required WRAPP permit shall also be provided for the site.

A fill permit is required. As plans are developed, if the total of filling and excavation exceeds 1,000 cubic yards, Planning Commission approval will be required. A haul route shall be provided for staff approval and haul route bond are required. The haul route and haul route bond are intended to protect City streets from the increase in the amount of hauled material.

Staff Recommendation: Planning staff recommends **approval** of the building and site plan and certified survey map subject to the following conditions:

1. All requirements of the PUD (Ord#2025-1686).
2. Staff review and approval of final plans prior to issuance of building permits. The applicant shall submit such plan within 180 days of Planning Commission action, or the required plan(s) shall be submitted to Planning Commission for additional review and action and subject to all necessary fees
3. A landscaping escrow equal to 125% of the improvement costs for installation of landscaping by a licensed contractor and an escrow equal to 25% of the landscape contract cost to insure that landscaping that dies within three (3) years of installation will be replaced by the applicant.
4. All ground-level and roof top mechanical equipment shall be well screened from public view with screening or landscaping.
5. Staff review and approval of all accessory structure designs and those shall be in keeping with TC design standards and consistent with the theme of architecture throughout this development.
6. A development agreement will be required to define terms for the installation of public and private improvements. Developer must submit a development agreement using the city template. The agreement must be approved by Planning Commission and Common Council.
7. Engineering Department review and approval of grading, drainage, stormwater management, erosion control, and utility plans in conformance to City ordinances and the SSLD.
8. Waiver to SSLD section 3.2.8.D. regarding acceleration/deceleration and bypass lanes.
9. onnection to public water and sanitary sewer. The applicant shall obtain the necessary approval and permits for the installation of the sanitary sewer and water main from the various regulatory agencies. This will require a public main extension. Water service shall

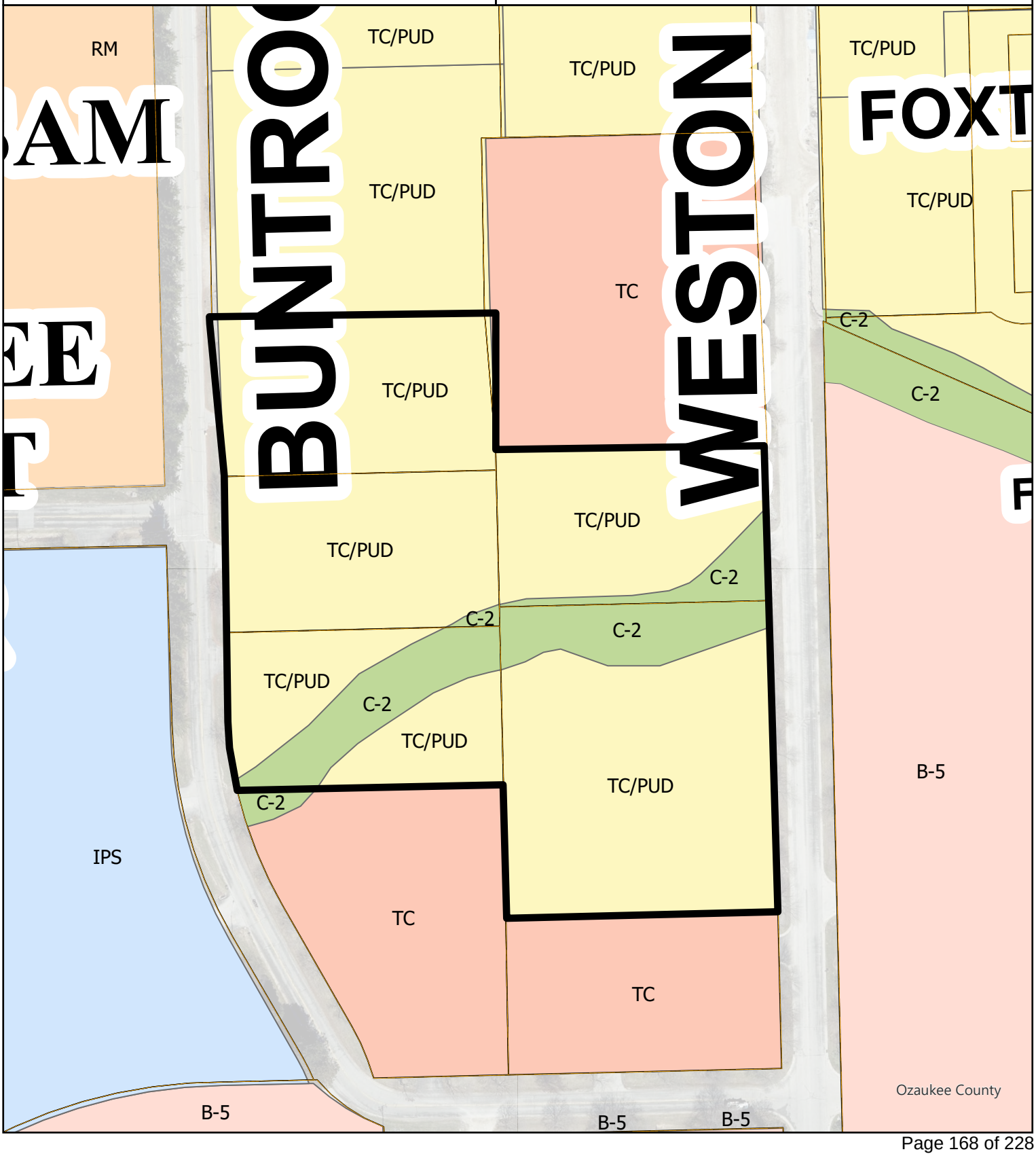
develop in accordance with the Mequon Water Connection Policy.

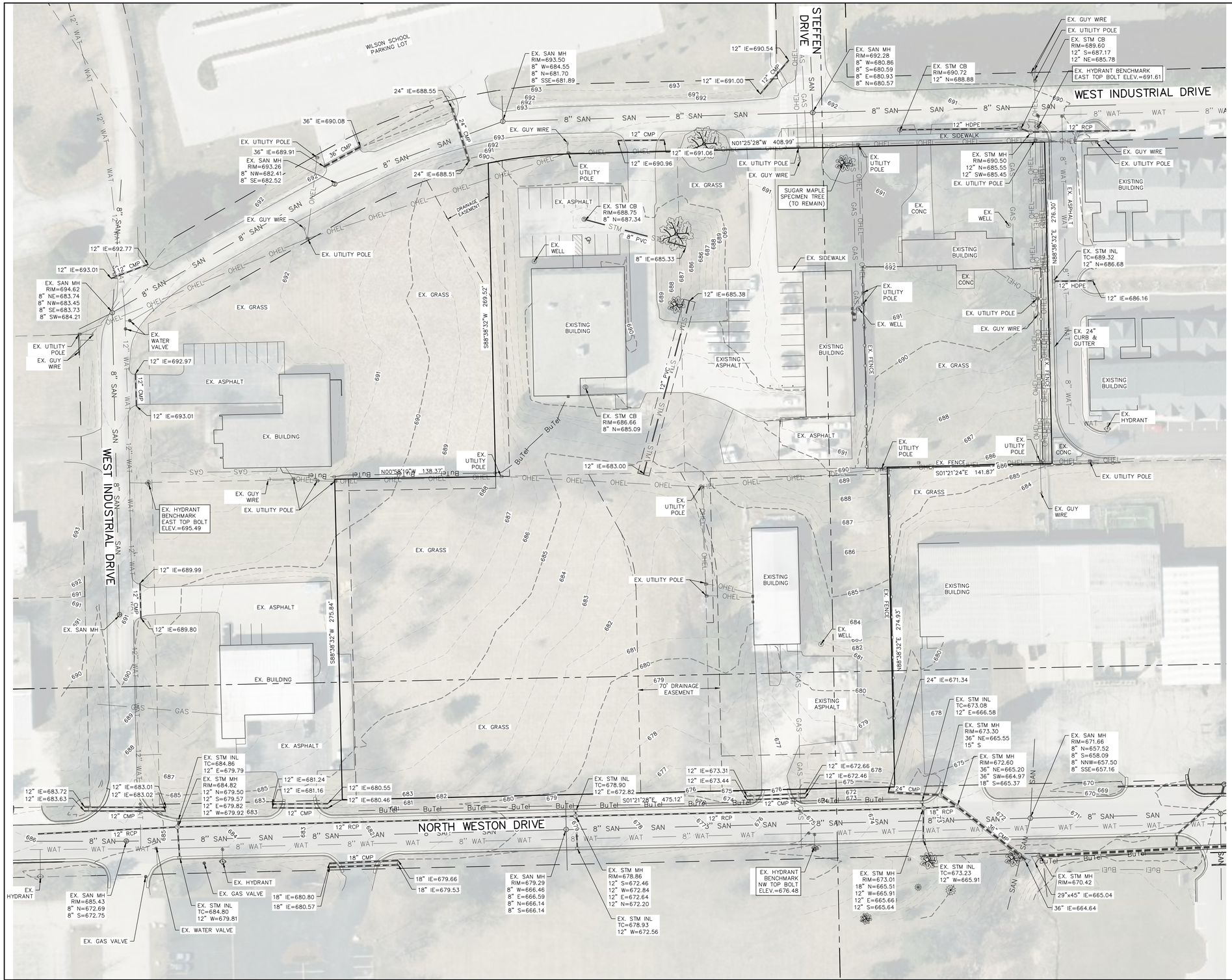
10. Peak and average flow calculations shall be provided for the sanitary sewer connection prior to utility plan approval. Sewer extension, including for private interceptor main, will require City, MMSD, and DNR approval.
11. Approval of a SWMP for the site in conformance to City ordinances, WDNR, and MMSD Chapter 13, including execution of a Storm Water Facilities Maintenance and Easement Agreement. If the SWMP will cover phase one and two, the stormwater management measures must be installed with phase one and a maintenance and easement agreement must be shared for both properties.
12. As a condition of approval and issuance of the permit, the city engineer will require in accordance with City ordinance 58-677(b) that the applicant deposit an escrow or letter of credit to guarantee a good faith execution of the approved control plan and any permit conditions. The escrow / letter of credit shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices and the City will release the portion of the Financial Guarantee less any costs incurred by the city to complete installation of practices, upon submission of a certification in accordance with 58-678(h).
13. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
14. Application for and approval of a City Filling, Excavation, and Berms Permit. A haul route shall be provided for staff approval and haul route bond are required.

Attachments:
Packet Docs_P2_03.23.26

P2 DEVELOPMENT

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





0 40 80

LEGEND:

- 896 – EXISTING MINOR CONTOUR.
- 895 – EXISTING MAJOR CONTOUR.
- OHEL – OVERHEAD ELECTRIC LINE.
- BuEl – BURIED ELECTRIC LINE.
- BuTel – BURIED TELEPHONE LINE.
- FO – FIBER OPTIC LINE.
- GAS – GAS LINE.
- SAN – SANITARY SEWER MAIN OR LATERAL.
- WAT – WATER MAIN OR SERVICE.
- STORM SEWER LINE.
- ELEC – ELECTRIC METER.
- GAS – GAS METER.
- GAS VALVE.
- FIRE HYDRANT.
- E – POWER POLE.
- SN – SANITARY SEWER MANHOLE.
- ST – STORM SEWER MANHOLE.
- STORM SEWER INLET.
- T – TELEPHONE PEDESTAL.
- TRAN – TRANSFORMER.
- W – WATER VALVE.

REVISIONS:		
NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
FOXTOWN TOWNHOMES II
11000-11040 BUNTROCK AVE &
10971 - 11009 N WESTON DRIVE
MEQUON, WI 53092

PLAN TITLE:
EXISTING CONDITIONS PLAN

DRAWN BY: **JAB**

DESIGNED BY: **KJP**

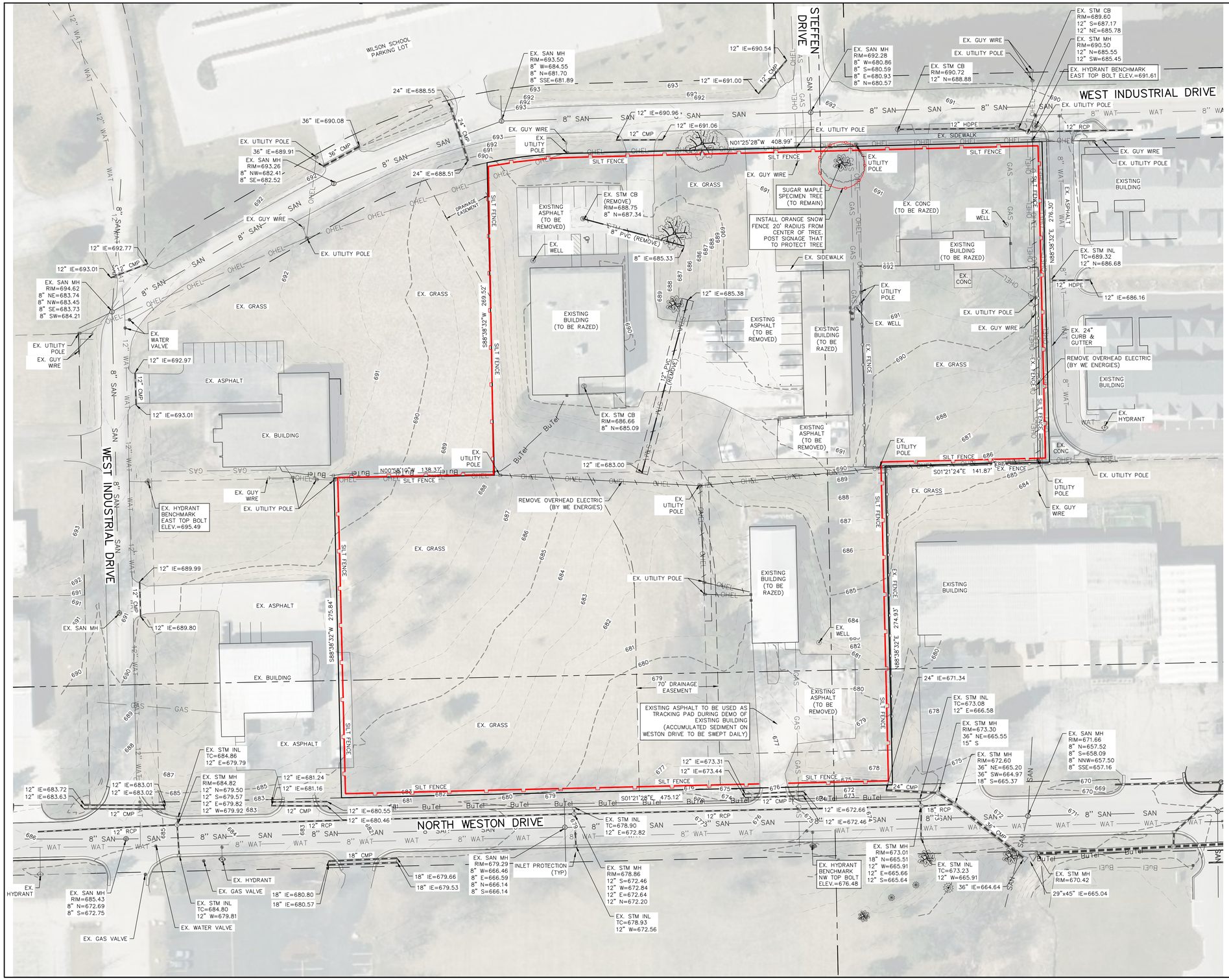
CHECKED BY: **KJP**

PLAN DATE: **2/26/2026**

PROJECT NO: **\PD-19-25**

PRELIMINARY

SHEET NO:
C1.01



LEGEND:

- 896 – EXISTING MINOR CONTOUR.
- 895 – EXISTING MAJOR CONTOUR.
- OHEL – OVERHEAD ELECTRIC LINE.
- BuEl – BURIED ELECTRIC LINE.
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- GAS VALVE.
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- ST – STORM SEWER MANHOLE.
- STORM SEWER INLET.
- T – TELEPHONE PEDESTAL.
- TRAN – TRANSFORMER.
- W – WATER VALVE.

EROSION CONTROL LEGEND:

- INSTALL WDOT TYPE D INLET PROTECTION.
- INSTALL SILT FENCE.
- DISTURBED AREA – 6.03 ACRES

DEMOLITION NOTES:

ABANDON ALL WELLS PER WISCONSIN DNR STANDARDS

COORDINATE WITH WE ENERGIES FOR ELECTRIC AND GAS MAIN AND SERVICE REMOVALS

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
FOXTOWN TOWNHOMES II
11000-11040 BUNTROCK AVE &
10971 - 11009 N WESTON DRIVE
MEQUON, WI 53092

PLAN TITLE:
DEMO EROSION CONTROL PLAN

DRAWN BY: **JAB**

DESIGNED BY: **KJP**

CHECKED BY: **KJP**

PLAN DATE: **3/16/2026**

PROJECT NO: **\PD-19-25**

PRELIMINARY

SHEET NO:
C1.02



SITE INFORMATION BLOCK

Site Address:	11000-11040 Buntrick Avenue 10971-11009 N Weston Drive
Legal Description:	(See CSM)
Site Acreage:	6.03 Acres
Current Zoning:	TC/PUD

Building & Paving Setback Requirements

	Building	Paving
Front	10 feet	5 feet
Side	10 feet	5 feet
Rear	10 feet	5 feet

Building Information	Units
3 Bedroom Units	40
2 Bedroom Units	18
3-Story Mixed Use Building (14,400 s.f. floor plate)	

Parking Information	Stalls
Mixed Use Garage Parking	40
Townhome Parking	116
Internal Parking	102
Weston Drive Parking	14
Stalls Provided:	272

Proposed Site Areas

Description	Area (sf)	% Impervious
Building	92,555	35.24
Asphalt	86,270	32.85
Concrete	15,400	5.86
Total Impervious	194,225	73.95
Lawn/Landscaping	68,427	26.05
Total	262,652	100.00

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

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
FOXTOWN TOWNHOMES II
11000-11040 BUNTROCK AVE &
10971 - 11009 N WESTON DRIVE
MEQUON, WI 53092

PLAN TITLE:
PROPOSED SITE PLAN

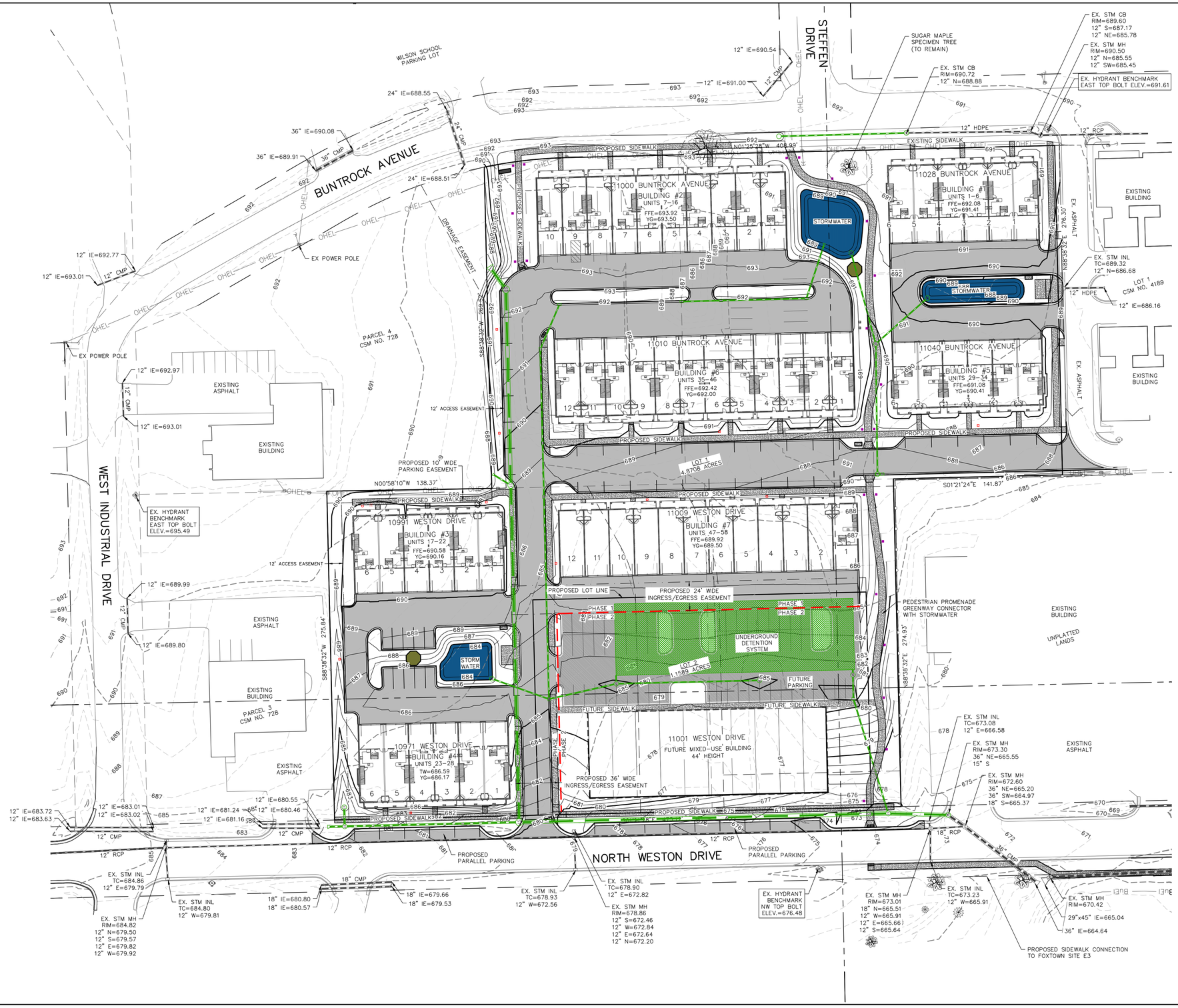
DRAWN BY: **KJP**
DESIGNED BY: **KJP**
CHECKED BY: **KJP**

PLAN DATE: **3/16/2026**

PROJECT NO: **\PD-19-25**

PRELIMINARY

SHEET NO:
C1.03



REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
FOXTOWN TOWNHOMES II
11000-11040 BUNTROCK AVE &
10971 - 11009 N WESTON DRIVE
MEQUON, WI 53092

PLAN TITLE:
GRADING PLAN

DRAWN BY: **KJP**
DESIGNED BY: **KJP**
CHECKED BY: **KJP**

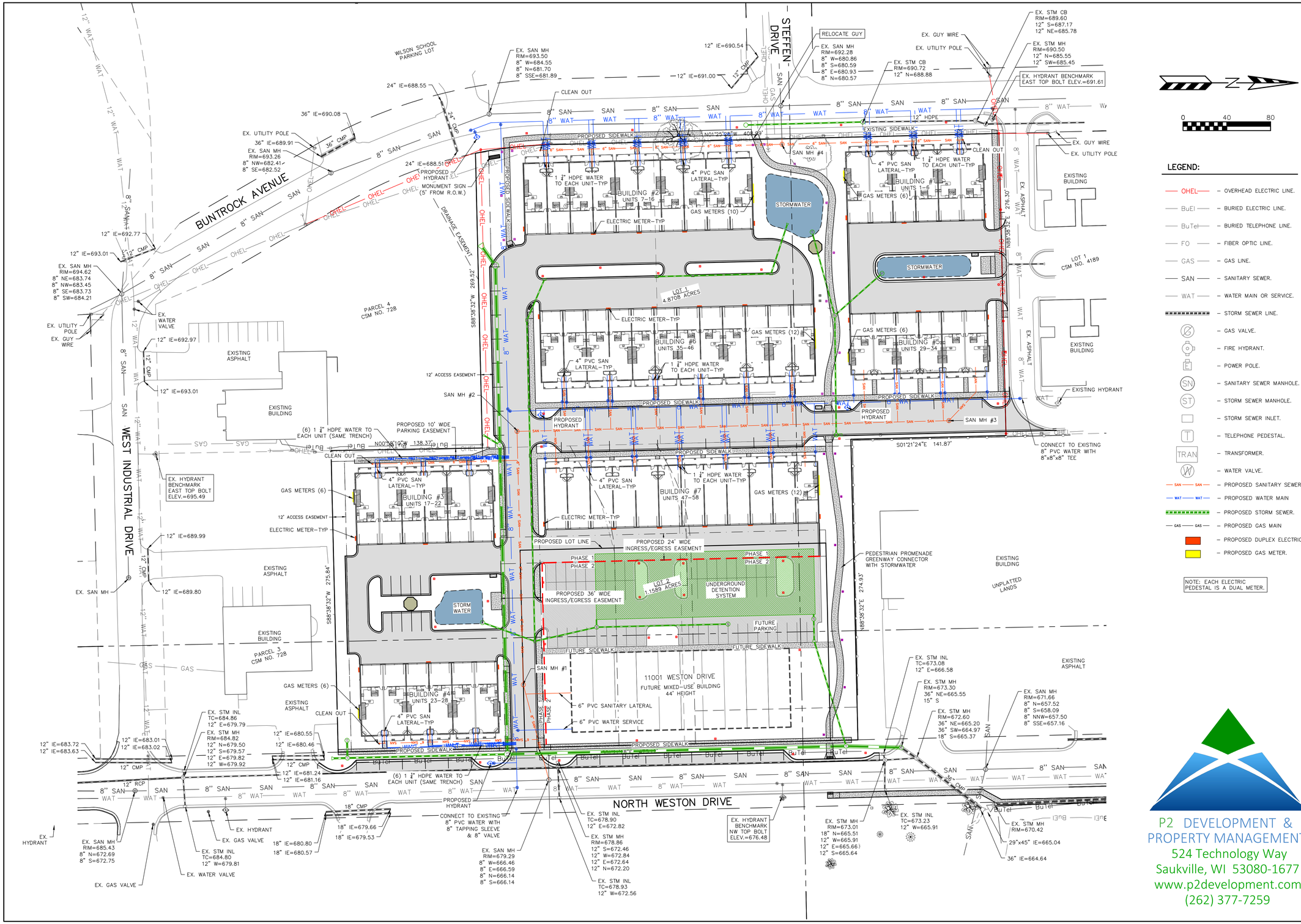
PLAN DATE: **3/16/2026**

PROJECT NO: **\PD-19-25**

PRELIMINARY

SHEET NO:
C1.04

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



REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
FOXTOWN TOWNHOMES II
11000-11040 BUNTROCK AVE &
10971 - 11009 N WESTON DRIVE
MEQUON, WI 53092

PLAN TITLE:
UTILITY PLAN

DRAWN BY: **KJP**
DESIGNED BY: **KJP**
CHECKED BY: **KJP**

PLAN DATE: **3/16/2026**

PROJECT NO: **\PD-19-25**

PRELIMINARY

SHEET NO:
C1.05

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

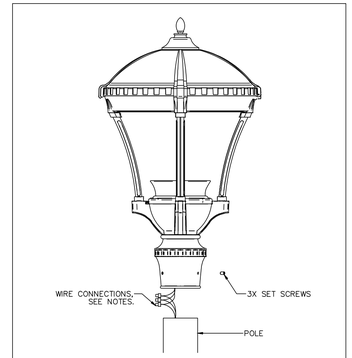


Luminaire Schedule									
Symbol	Quantity	Label	Mounting Height	Manufacturer	Description	Model Number	Lum Lumens	Watts	LLF
	41	A	15'	ARCHITECTURAL AREA LIGHTING	PROVIDENCE MEDIUM LED	PROV2-36L-615-4K7-2	7,002	70.3	0.9
	11	A-HS	15'	ARCHITECTURAL AREA LIGHTING	PROVIDENCE MEDIUM LED - HOUSE SIDE SHIELD	PROV2-36L-615-4K7-2-HS	3,991	70.3	0.9
	22	B	3'	INVUE	ABB ARBOR BOLLARD	ABB-B2-LED-D1-A	835	23	0.9

Calculation Summary						
Calc Type	Units	Average	Max	Min	Avg/Min	Max/Min
Illuminance	Fc	0.49	10.3	0	0	0

NOTES:

1) STANDARD REFLECTANCE OF 80/50/20 UNLESS NOTED OTHERWISE
2) NOT A CONSTRUCTION DOCUMENT, FOR DESIGN PURPOSES ONLY
3) STANDARD INDOOR CALC POINTS @ 30 A.F.F. UNLESS NOTED OTHERWISE
4) STANDARD OUTDOOR CALC POINTS @ GRADE UNLESS NOTED OTHERWISE
5) PSE, LLC ASSUMES NO RESPONSIBILITY FOR INSTALLED LIGHT LEVELS DUE TO FIELD CONDITIONS, ETC.



PRODUCT NUMBER FOR ORDERING IS:
PROV2-36L-615-4K7-2
TYPE A

PRODUCT NUMBER FOR ORDERING IS:
PROV2-36L-615-4K7-2-HS
TYPE A-HS



PRODUCT NUMBER FOR ORDERING IS:
ABB-B2-LED-D1-A
TYPE B

N

0 40 80

REVISIONS:

NO.	DATE	DESCRIPTION

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

PROJECT TITLE:
FOXTOWN TOWNHOMES II
11000-11040 BUNTROCK AVE &
10971 - 11009 N WESTON DRIVE
MEQUON, WI 53092

PLAN TITLE:
LIGHTING PLAN

DRAWN BY: **RSF**
DESIGNED BY: **RSF**
CHECKED BY: **KJP**

PLAN DATE: **3/16/2026**

PROJECT NO: **\PD-19-25**

PRELIMINARY

SHEET NO:
C1.06



8 SOUTH BUILDING ELEVATION - OPTION A
3/16" = 1'-0" 35 / A100



20 NORTH BUILDING ELEVATION - OPTION A
3/16" = 1'-0" 35 / A100



27 EAST BUILDING ELEVATION - OPTION A
3/16" = 1'-0" 35 / A100



34 WEST BUILDING ELEVATION - OPTION A
3/16" = 1'-0" 35 / A100

LP SMARTSIDE PAINT COLOR SCHEDULE

PANEL 1 (PNL-1) (A, A2): LP SMARTSIDE: 8" FLAT LAP SIDING AND TRIM; COLOR: TIMBERLAND SUEDE	
PANEL 2 (PNL-2) (5A): LP SMARTSIDE: 8" FLAT LAP SIDING AND TRIM; COLOR: WASHED WHITE OR SIMILAR	
PANEL 3 (PNL-3) (A): LP SMARTSIDE; CEDAR SHAKE; COLOR: QUARRY GRAY	
PANEL 4 (PNL-4) (A2): LP SMARTSIDE; CEDAR SHAKE; COLOR: SAFFRON CEDAR	
PANEL 5 (PNL-5) (5A): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: SNOWSCAPE WHITE	
PANEL 6 (PNL-6) (5A): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: DESERT STONE	
PANEL 7 (PNL-7) (A, A2): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: QUARRY GRAY	
PANEL 8 (PNL-8) (TYP ALL): LP SMARTSIDE: TRIM BOARDS; COLOR: SNOWSCAPE WHITE	

EXTERIOR MATERIAL FINISH SCHEDULE

EXTERIOR WINDOW / DOOR FINISH (UNIT WINDOWS/DOORS): ANDERSEN, SERIES 100, FIBREX COMPOSITE WINDOWS AND PATIO DOORS. EXT COLOR: (TBD) WHITE, BLACK OR DARK BRONZE / INT COLOR: WHITE
PREFINISHED METAL FLASHING, FASCIA, ETC.: PREFINISHED METAL COPING - PAC-CLAD OR EQUAL, COLOR: WHITE
METAL TRIM / CANOPY: PREFINISHED METAL PANEL. COLOR: WHITE
BALCONIES / RAILINGS: FIELD-FRAME WOOD BALCONIES W/ TREX DECKING OR EQUAL (COLOR: TBD) VERTICAL ALUMINUM BALUSTERS (VERTICAL ORIENTATION) BY REGAL RAILING; COLOR: WHITE OR BLACK
BRICK #1: BORAL BRICKS OR EQUAL (MODULAR), COLOR: MANHATTAN (TBD)
STONE #1: LANNON, VARIES IN SIZE, COLOR: PRESTIGE WEATHER EDGE
PRECAST TRIM: COUNTY MATERIALS CUSTOM CAST STONE, LINTELS AND SILLS. COLOR: "NATURAL" OR "WHITE NATURAL."
LAP SIDING MATERIAL: FACTORY PAINTED LP SMARTSIDE 8" LAP SIDING OR JAMES HARDIE PLANK EQUAL TO BE FURNISHED AND INSTALLED. SEE RENDERINGS AND SIDING PAINT SCHEDULE FOR COLORS.
GABLE SHAKE MATERIAL: FACTORY PAINTED LP SMARTSIDE OR JAMES HARDIE CEDAR SHAKE. COLOR: SAFFRON CEDAR OR QUARRY GRAY (SEE MATERIAL SCHEDULE). ALL CORNER TRIM TO BE "SNOWSCAPE WHITE."
ASPHALT ROOF SHINGLES: OWENS CORNING TRUDEFINITION DURATION. COLOR: WEATHERED WOOD DIMENSIONAL SHINGLES
NOTES: 1. PROVIDE SEALANT COLOR SAMPLES TO ARCHITECT FOR APPROVAL. 2. PROVIDE ALL MATERIAL SAMPLES INCLUDING COPING, BREAK METAL, PAINT DRAW DOWNS, ETC. SAMPLES TO ARCHITECT FOR APPROVAL PRIOR TO ORDERING MATERIALS

JAK architecture + interior design
JAKnetter Architects
N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:

P2 FOXTOWN TOWNHOMES II - MEQUON

DRAWING ISSUANCE:

PLAN COMMISSION

REVISIONS

#	DATE	DESCRIPTION

PROGRESS DOCUMENTS

These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

6 MARCH 2026

PROJECT NUMBER	PROJECT MANAGER
25036-00	KT

BUILDING ELEVATIONS - OPTION A (3BR)

A200

© JAKnetter Architects



8 NORTH BUILDING ELEVATION - OPTION A2
3/16" = 1'-0" 35 / A105

LP SMARTSIDE PAINT COLOR SCHEDULE

PANEL 1 (PNL-1) (A, A2): LP SMARTSIDE: 8" FLAT LAP SIDING AND TRIM; COLOR: TIMBERLAND SUEDE	
PANEL 2 (PNL-2) (5A): LP SMARTSIDE: 8" FLAT LAP SIDING AND TRIM; COLOR: WASHED WHITE OR SIMILAR	
PANEL 3 (PNL-3) (A): LP SMARTSIDE; CEDAR SHAKE; COLOR: QUARRY GRAY	
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PANEL 5 (PNL-5) (5A): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: SNOWSCAPE WHITE	
PANEL 6 (PNL-6) (5A): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: DESERT STONE	
PANEL 7 (PNL-7) (A, A2): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: QUARRY GRAY	
PANEL 8 (PNL-8) (TYP ALL): LP SMARTSIDE: TRIM BOARDS; COLOR: SNOWSCAPE WHITE	

EXTERIOR MATERIAL FINISH SCHEDULE

EXTERIOR WINDOW / DOOR FINISH (UNIT WINDOWS/DOORS): ANDERSEN, SERIES 100, FIBREX COMPOSITE WINDOWS AND PATIO DOORS. EXT COLOR: (TBD) WHITE, BLACK OR DARK BRONZE / INT COLOR: WHITE
PREFINISHED METAL FLASHING, FASCIA, ETC.: PREFINISHED METAL COPING - PAC-CLAD OR EQUAL, COLOR: WHITE
METAL TRIM / CANOPY: PREFINISHED METAL PANEL. COLOR: WHITE
BALCONIES / RAILINGS: FIELD-FRAME WOOD BALCONIES W/ TREX DECKING OR EQUAL (COLOR: TBD) VERTICAL ALUMINUM BALUSTERS (VERTICAL ORIENTATION) BY REGAL RAILING; COLOR: WHITE OR BLACK
BRICK #1: BORAL BRICKS OR EQUAL (MODULAR), COLOR: MANHATTAN (TBD)
STONE #1: LANNON, VARIES IN SIZE, COLOR: PRESTIGE WEATHER EDGE
PRECAST TRIM: COUNTY MATERIALS CUSTOM CAST STONE, LINTELS AND SILLS. COLOR: "NATURAL" OR "WHITE NATURAL."
LAP SIDING MATERIAL: FACTORY PAINTED LP SMARTSIDE 8" LAP SIDING OR JAMES HARDIE PLANK EQUAL TO BE FURNISHED AND INSTALLED. SEE RENDERINGS AND SIDING PAINT SCHEDULE FOR COLORS.
GABLE SHAKE MATERIAL: FACTORY PAINTED LP SMARTSIDE OR JAMES HARDIE CEDAR SHAKE. COLOR: SAFFRON CEDAR OR QUARRY GRAY (SEE MATERIAL SCHEDULE). ALL CORNER TRIM TO BE "SNOWSCAPE WHITE."
ASPHALT ROOF SHINGLES: OWENS CORNING TRUDEFINITION DURATION. COLOR: WEATHERED WOOD DIMENSIONAL SHINGLES
NOTES: 1. PROVIDE SEALANT COLOR SAMPLES TO ARCHITECT FOR APPROVAL. 2. PROVIDE ALL MATERIAL SAMPLES INCLUDING COPING, BREAK METAL, PAINT DRAW DOWNS, ETC. SAMPLES TO ARCHITECT FOR APPROVAL PRIOR TO ORDERING MATERIALS



20 SOUTH BUILDING ELEVATION - OPTION A2
3/16" = 1'-0" 35 / A105



27 WEST BUILDING ELEVATION - OPTION A2
3/16" = 1'-0" 35 / A105



34 EAST BUILDING ELEVATION - OPTION A2
3/16" = 1'-0" 35 / A105

JAK architecture + interior design
JAKnetter Architects
N16 W23217 STONE RIDGE DRIVE, SUITE 300
WAUKESHA, WI 53188 | www.jaknetter.com
office 262 513 9800 | fax 262 513 9815

PROJECT INFORMATION:

P2 FOXTOWN TOWNHOMES II - MEQUON

DRAWING ISSUANCE:

PLAN COMMISSION

REVISIONS

#	DATE	DESCRIPTION

PROGRESS DOCUMENTS

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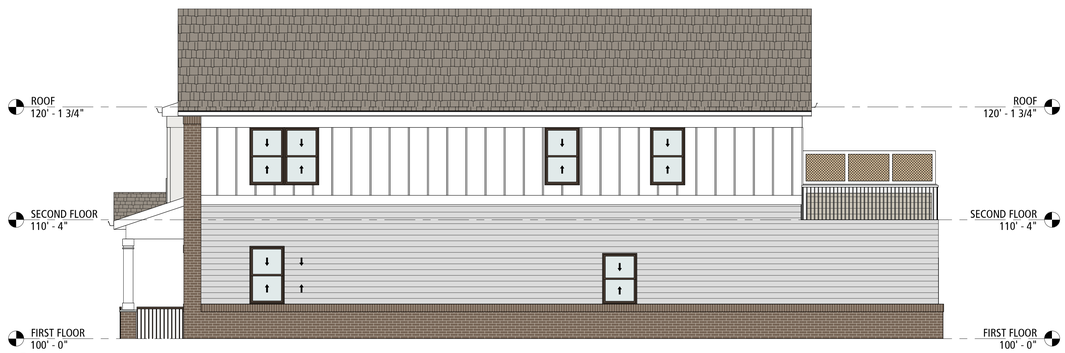
6 MARCH 2026

PROJECT NUMBER	PROJECT MANAGER
25036-00	KT

BUILDING ELEVATIONS - OPTION A2

A202

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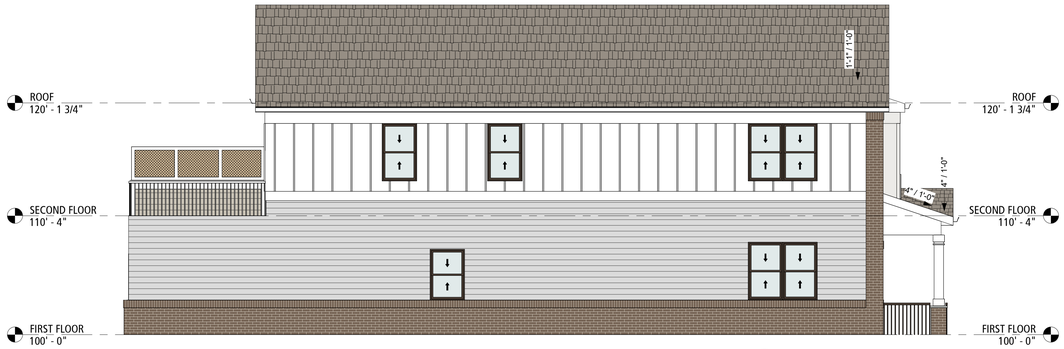
8 SOUTH BUILDING ELEVATION - OPTION 5A
3/16" = 1'-0" 35 / A105

LP SMARTSIDE PAINT COLOR SCHEDULE

PANEL 1 (PNL-1) (A, A2): LP SMARTSIDE: 8" FLAT LAP SIDING AND TRIM; COLOR: TIMBERLAND SUEDE	
PANEL 2 (PNL-2) (5A): LP SMARTSIDE: 8" FLAT LAP SIDING AND TRIM; COLOR: WASHED WHITE OR SIMILAR	
PANEL 3 (PNL-3) (A): LP SMARTSIDE; CEDAR SHAKE; COLOR: QUARRY GRAY	
PANEL 4 (PNL-4) (A2): LP SMARTSIDE; CEDAR SHAKE; COLOR: SAFFRON CEDAR	
PANEL 5 (PNL-5) (5A): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: SNOWSCAPE WHITE	
PANEL 6 (PNL-6) (5A): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: DESERT STONE	
PANEL 7 (PNL-7) (A, A2): LP SMARTSIDE: VERTICAL BOARD & BATTEN; COLOR: QUARRY GRAY	
PANEL 8 (PNL-8) (TYP ALL): LP SMARTSIDE: TRIM BOARDS; COLOR: SNOWSCAPE WHITE	

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STONE #1: LANNON, VARIES IN SIZE, COLOR: PRESTIGE WEATHER EDGE
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20 NORTH BUILDING ELEVATION - OPTION 5A
3/16" = 1'-0" 35 / A105



22 EAST BUILDING ELEVATION (S) - OPTION 5A
3/16" = 1'-0" 35 / A105



27 EAST BUILDING ELEVATION (N) - OPTION 5A
3/16" = 1'-0" 35 / A105



29 WEST BUILDING ELEVATION (N) - OPTION 5A
3/16" = 1'-0" 35 / A105



34 WEST BUILDING ELEVATION (S) - OPTION 5A
3/16" = 1'-0" 35 / A105

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PROJECT INFORMATION:

P2 FOXTOWN TOWNHOMES II - MEQUON

DRAWING ISSUANCE:

PLAN COMMISSION

REVISIONS

#	DATE	DESCRIPTION

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26 FEBRUARY 2026

PROJECT NUMBER	PROJECT MANAGER
25036-00	KT

BUILDING ELEVATIONS - OPTION 5A

A203

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OPTION A:





OPTION A2:



OPTION 5A:

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PROJECT INFORMATION:

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PROGRESS DOCUMENTS

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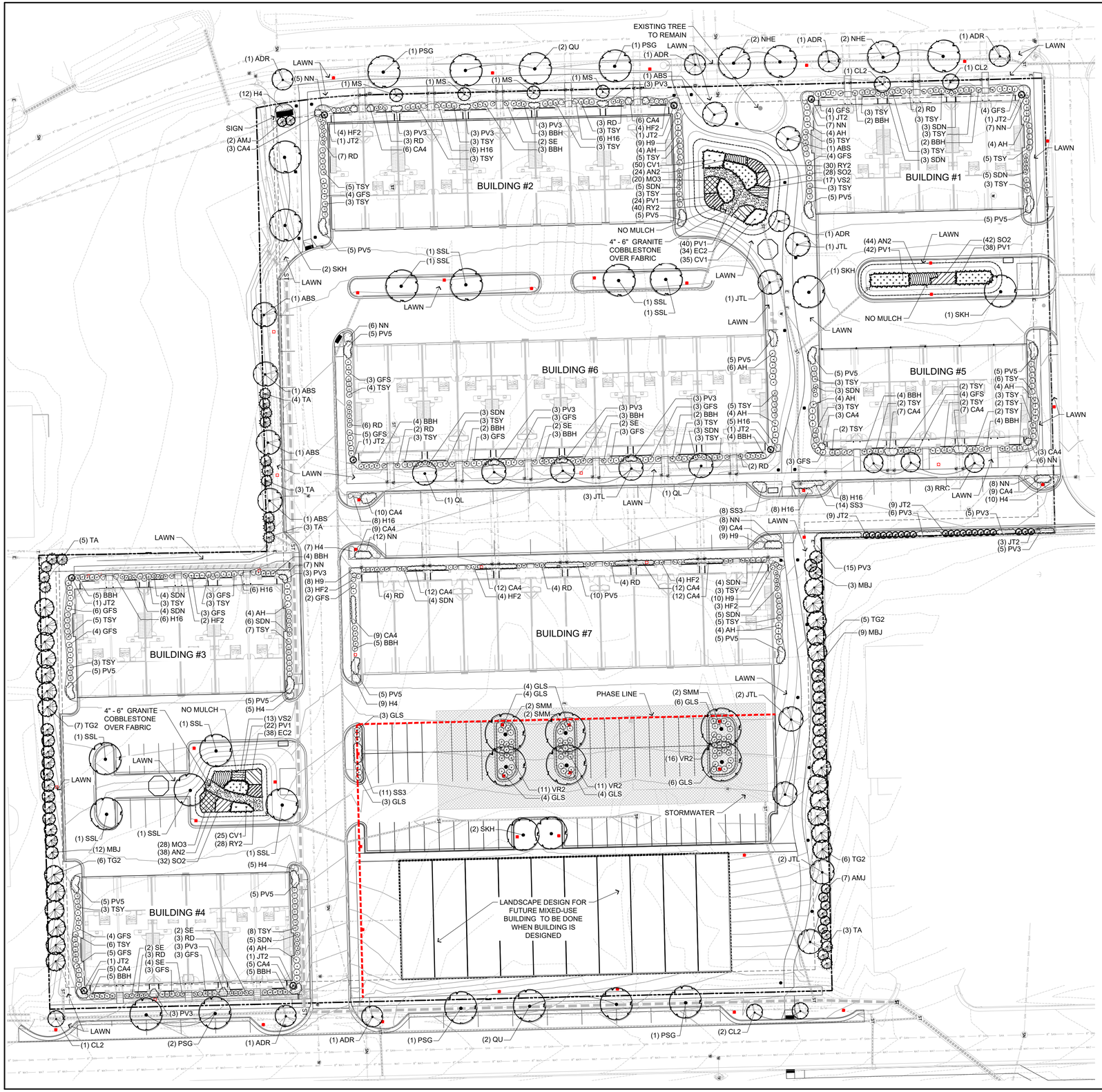
6 MARCH 2026

PROJECT NUMBER	PROJECT MANAGER
25036-00	KT

RENDERING IMAGES - OPTION A, A2 AND 5A

A207

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PLANT SCHEDULE SITE

CODE	QTY	COMMON NAME	BOTANICAL NAME	INSTALLED SIZE	ROOT	SPACING	MATURE SIZE
EVERGREEN TREES							
JT2	30	Trautman Juniper	Juniperus chinensis 'Trautman'	6` HT	B&B	Spacing as shown	12` x 4`
AMJ	9	Ames Juniper	Juniperus chinensis `Ames`	5` HT	B&B	Spacing as shown	8` x 6`
MBJ	24	Mountbatten Juniper	Juniperus chinensis `Mountbatten`	6` HT	B&B	Spacing as shown	15` x 8`
TA	18	Techny Arborvitae	Thuja occidentalis `Techny`	6` HT	B&B	Spacing as shown	20` x 10`
TG2	24	Green Giant Western Arborvitae	Thuja standishii x plicata 'Green Giant'	6` HT	B&B	Spacing as shown	50` x 15`
SHADE TREES							
SMM	6	State Street Miyabe Maple	Acer miyabei `Morton` State Stree	3" CAL	B&B	Spacing as shown	35` x 35`
PSG	6	Princeton Sentry Ginkgo	Ginkgo biloba `Princeton Sentry`	3" CAL	B&B	Spacing as shown	45` x 20`
SKH	6	Street Keeper Honey Locust	Gleditsia triacanthos `Draves`	3" CAL	B&B	Spacing as shown	45` x 20`
QU	4	Urban Pinnacle® Oak	Quercus macrocarpa 'JFS-KW3'	3" CAL	B&B		55` x 25`
QL	2	Regal Prince® Oak	Quercus robur x bicolor 'Long'	3" CAL	CONT	Spacing as shown	45` x 18`
SSL	9	Sweet Street Linden	Tilia americana `Kromm`	3" CAL	B&B	Spacing as shown	50` x 25`
NHE	4	New Horizon Elm	Ulmus x `New Horizon`	3" CAL	B&B	Spacing as shown	35` x 20`
ORNAMENTAL TREES							
ABS	6	Autumn Brilliance Serviceberry	Amelanchier x grandiflora `Autumn Brilliance`	2" - 2 1/2" CAL	B&B	Spacing as shown	20` x 20`
CL2	5	Saffron Sentinel® Cornelian Cherry	Cornus mas 'JFS PN4 Legacy'	2" - 2 1/2" CAL	B&B	Spacing as shown	20` x 12`
MS	4	Raspberry Spear® Crabapple	Malus x 'JFS KW213MX'	2" - 2 1/2" CAL	B&B	Spacing as shown	20` x 8`
ADR	7	Adirondack Crabapple	Malus x `Adirondack`	2" - 2 1/2" CAL	B&B	Spacing as shown	18` x 16`
RRC	3	Royal Raindrops Crabapple	Malus `JFS-KW5`	2" - 2 1/2" CAL	B&B	Spacing as shown	18` x 12`
JTL	9	Ivory Silk Japanese Tree Lilac	Syringa reticulata `Ivory Silk`	2" - 2 1/2" CAL	B&B	Spacing as shown	25` x 15`
DECIDUOUS SHRUBS							
SDN	57	Nikko Slender Deutzia	Deutzia gracilis `Nikko`	18" HT	CONT	Spacing as shown	2` x 4`
VR2	38	Kodiak® Black Honeysuckle	Diervilla rivularis 'SMNDRSF'	18" HT	CONT	Spacing as shown	3` x 4`
AH	42	Annabelle Smooth Hydrangea	Hydrangea arborescens `Annabelle`	18" HT	CONT	Spacing as shown	4` x 4`
HF2	24	Tiny Quick Fire™ Hydrangea	Hydrangea paniculata 'SMNHPSB'	18" HT	CONT	Spacing as shown	3` x 3`
BBH	60	BoBo® Hydrangea	Hydrangea paniculata `ILVOBO``	18" HT	CONT	Spacing as shown	3` x 3.5`
GLS	34	Gro-Low Fragrant Sumac	Rhus aromatica `Gro-Low`	15" HT	CONT	Spacing as shown	2.5` x 6`
RD	43	Pink Double Knock Out® Rose	Rosa x 'Radtkopink'	2 GAL	CONT	as shown	3` x 3`
GFS	76	Goldflame Spirea	Spiraea japonica `Goldflame`	18" HT	CONT	Spacing as shown	2.5` x 3.5`
SE	14	Baby Kim® Dwarf Lilac	Syringa x 'SMNSDTP'	15" HT	CONT	Spacing as shown	2.5` x 3`
EVERGREEN SHRUBS							
TSY	150	Tauton Yew	Taxus x media `Tauntoni`	18" HT	B&B	Spacing as shown	4` x 6`
ORNAMENTAL GRASSES							
CA4	139	Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora `Karl Foerster`	1 GAL	CONT	24" Spacing	5` x 2`
PV3	61	Heavy Metal Switch Grass	Panicum virgatum `Heavy Metal`	1 GAL	CONT	30" Spacing	5` x 2.5`
PV5	80	Shenandoah Switch Grass	Panicum virgatum `Shenendoah`	1 GAL	CONT	30" Spacing	4` x 2.5`
SS3	33	Carousel Little Bluestem Grass	Schizachyrium scoparium `Carousel`	1 GAL	CONT	24" Spacing	2.5` x 2.5`
PERENNIALS							
H9	36	Apricot Sparkles Daylily	Hemerocallis x 'Apricot Sparkles'	1 GAL	POT	18" Spacing	1.5` x 1.5`
H4	48	Happy Returns Daylily	Hemerocallis x `Happy Returns`	1 GAL	POT	18" Spacing	1.5` x 1.5`
H16	53	Pardon Me Daylily	Hemerocallis x `Pardon Me`	1 GAL	POT	18" Spacing	1.5` x 1.5`
NN	66	Junior Walker™ Catmint	Nepeta x faassenii 'Novanepjun'	1 GAL	POT	24" Spacing	1.5` x 2.5`

CODE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	SPACING
BIORETENTION BASINS						
AN2	106	New England Aster	Aster novae-angliae	4 1/2"	POT	18" Spacing
CV1	110	Brown Fox Sedge	Carex vulpinoidea	4 1/2"	POT	18" Spacing
EC2	72	Pale Purple Coneflower	Echinacea pallida	4 1/2"	POT	18" Spacing
MO3	48	Wild Bergamot	Monarda fistulosa	4 1/2"	POT	24" Spacing
PV1	166	Switch Grass	Panicum virgatum	4 1/2"	POT	24" Spacing
RY2	98	Showy Coneflower	Rudbeckia speciosa	4 1/2"	POT	18" Spacing
SO2	102	Stiff Goldenrod	Solidago rigida	4 1/2"	POT	18" Spacing
VS2	30	Hoary Vervain	Verbena stricta	4 1/2"	POT	24" Spacing

NORTH

0 15 30 60
GRAPHIC SCALE

WISCONSIN
ROB WILLIAMS
464-014
GLENDALE, WI
LANDSCAPE ARCHITECT
DATE: 03-16-2026

811
Know what's **below.**
Call before you dig.

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DESCRIPTION | DATE

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(262) 781-1000
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Cedarburg, WI | Naperville, IL | Irvine, CA

FOXTOWN TOWNHOMES II
CITY OF MEQUON

SITE LANDSCAPE PLAN

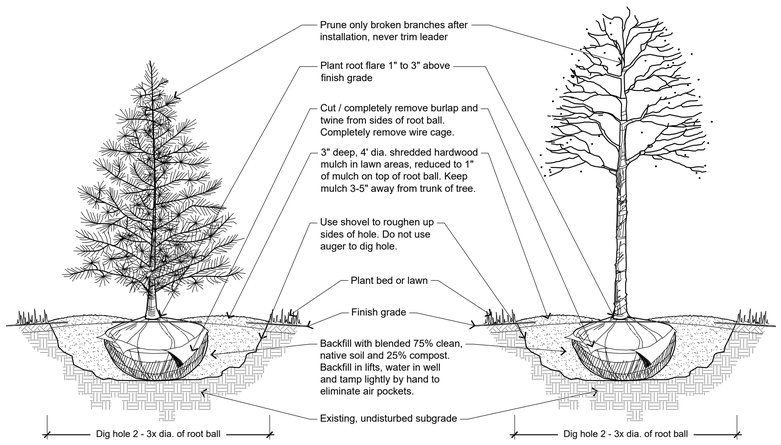
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DATE: **03/16/26**
SCALE: **1" = 30'**
JOB NO. **3260045**
PROJECT MANAGER: **ROB WILLIAMS, PLA**
DESIGNED BY: **REW**
CHECKED BY: **REW**

SHEET NUMBER
L100

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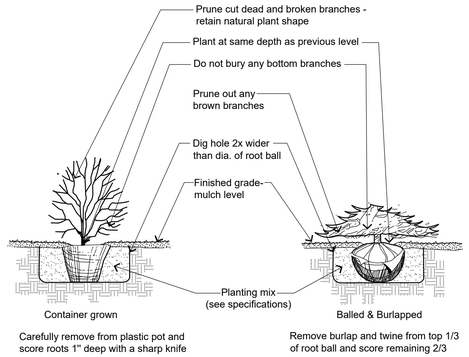
PLANTING DETAILS



1 TREE PLANTING DETAIL

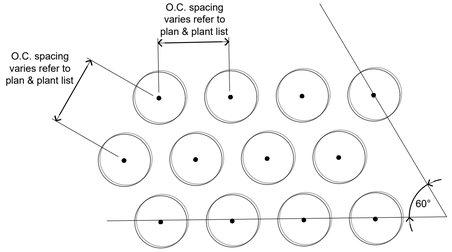
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P-PL-TREE-07



2 SHRUB PLANTING DETAIL

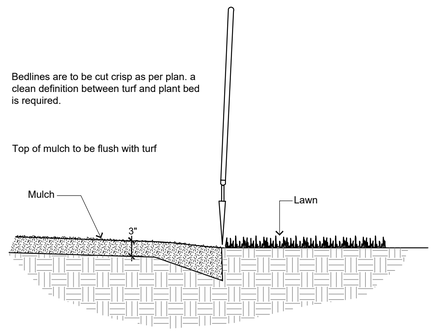
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3 PLANTING LAYOUT

NOT TO SCALE

P-PL-PLO-01



4 SHOVEL CUT PLANT BED EDGING DETAIL

NOT TO SCALE

P-PL-BDEG-01

GENERAL LANDSCAPE NOTES

1. Contractor responsible for contacting public and private underground utility locating service to have site marked prior to any digging or earthwork.
2. Contractor to verify all plant quantities shown on plant list and verify with plan. Report any discrepancies immediately to general contractor.
3. All plantings shall comply with standards as described in American Standard of Nursery Stock - ANSI Z60.1 (latest version). General contractor or owner's representative reserves the right to inspect and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged.
4. Any potential plant substitutions must be submitted in writing to the general contractor and approved by the owner's representative or landscape architect prior to installation. All plants must be installed as per sizes and quantities shown on plant material schedule, unless approved by the owner's representative or landscape architect. Any potential changes to sizes shown on plan and appropriate cost credits / adjustments must be submitted in writing to the general contractor and approved by the owner's representative or landscape architect prior to installation.
5. The subsequent requirements regarding topsoil should be coordinated between the general contractor, grading contractor and landscape contractor.
6. Subgrade areas shall be graded to within 1", more or less, of proposed subgrade. Deviations shall not be consistent in one direction.
7. Topsoil shall be placed to meet proposed finished grade. Planting islands to be backfilled with clean topsoil free of debris (per note below) to a minimum depth of 18" by general / grading contractor to insure long term plant health. All other landscaped areas to receive a minimum depth of 6" of clean topsoil (per note below).
8. Topsoil shall be: screened existing stockpiled topsoil, existing in-place soil, or screened soil from an off-site source that will support plant growth, and meets the following requirements. Clean topsoil shall be free of rocks, coarse fragments, gravel, sticks, trash, roots, debris over 3/4" and any substances harmful to plant growth. It also must be free of plants or plant parts of any noxious weeds. Topsoil shall contain 3 to 5 percent decomposed organic matter and a pH between 5.5 and 7.0.
9. Planting beds and parking lot islands: Landscape contractor is responsible for ensuring that unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) has been removed from the topsoil and for the fine grading of all landscaped areas. The fine grading of planting beds and parking lot islands may require additional topsoil to bring to finish grade, allowing for mulch depth. Crown all planting islands and planting beds not adjacent to buildings, a minimum of 6" to provide proper drainage, unless otherwise specified. All other finished landscaped areas to be smooth, uniform and provide positive drainage away from structures and pavement.
10. Seeded areas: to receive a settled minimum depth of 6" of blended, prepared and non-compacted topsoil. Landscape contractor is responsible for excavation and removal of unwanted material (gravel, debris, roots and other extraneous material harmful to plant growth) to the specified depth, supplementing with additional topsoil (if necessary) and the fine grading of all seeded areas.
11. Tree planting (see planting detail): plant all trees slightly higher than finished grade at root flare. Remove excess soil from top of root ball, if needed. An auger is not an acceptable method of digging tree planting holes. Scarify side walls of tree pit prior to installation. Once tree has been placed into the hole, is at the correct depth and vertical alignment and will no longer be moved; brace root ball by tamping soil around the lower portion of the root ball. Remove and discard twine / rope, burlap and support wire from the sides of root ball. Backfill pit with 75% existing soil removed from excavation and 25% compost blended prior to backfilling holes, in six-inch lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. Do not over compact or use mechanical or pneumatic tamping equipment. Discard any gravel, heavy clay or stones. When hole has been backfilled to three-quarters of its depth, pour water around the root ball and allow to soak into soil to settle the soil. Continue backfilling until soil is brought to grade level.

    Provide a 3" deep, 4 ft. diameter shredded hardwood bark mulch ring around all trees in lawn areas, reduced to 1" deep on top of root ball. Keep mulch 3"- 5" away from trunk of tree. Trees that are installed incorrectly will be replaced at the time and expense of the landscape contractor. Trees too large for two people to lift in and out of holes, shall be placed with sling. Do not rock the trees in holes to raise them.
12. Shrub planting (see planting detail): all shrubs to be pocket planted with a mix of 75% existing soil removed from excavation and 25% compost, blended prior to backfilling holes. When hole is two-thirds full, shrubs shall be watered thoroughly and water left to soak in before proceeding.
13. Mulching: all tree and shrub planting beds to receive a 3" deep layer of high-quality shredded hardwood bark mulch (not enviromulch or wood chips). Mulch shall be uniform in size, color, quality and overall appearance. Mulch shall be free of debris, large wood chunks, soil, rocks, weeds, invasive plant parts or seeds and any other material injurious to plant growth. All perennial and ornamental grass planting areas to receive a 2" layer and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.
14. Edging: edge all planting beds with a 4" deep spaded edge (shovel cut or mechanical). Bedlines are to be cut crisp, as per plan. A clean definition between lawn area and plant bed is required.
15. Plant bed preparation: the soil in all perennial, ornamental grass, annual and groundcover areas shall be amended with compost prior to plant installation. Spread a 2" layer of compost (per note below) on top of clean topsoil and rototill to a depth of approximately 8".
16. Compost shall be stable, and weed-free organic matter. It shall be resistant to further decomposition and free of compounds, such as ammonia and organic acids, in concentrations toxic to plant growth. The compost shall contain no pathogens or other chemical contaminants and meet the requirements of WisDNR S100 Compost Specification.
17. Lawn installation for all seeded turfgrass areas: remove / kill off any existing unwanted vegetation prior to seeding. Prepare the topsoil and seed bed by removing all surface stones 1" or larger and grading lawn areas to finish grade. Apply a starter fertilizer and specified seed, ensure good seed to soil contact, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer mix information to general contractor prior to installation. Erosion control measures are to be used in swales and on steep grades, where applicable. Methods of installation may vary at the discretion of the landscape contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind damage. Marsh hay containing reed canary grass is not acceptable as a mulch covering.

    An acceptable quality turf is defined as having no more than 5% of the total area with bare spots larger than 1/2 square foot and uniform coverage throughout all turf areas.
18. Seed mix for lawn areas - use only a premium quality seed mix. Premium blend seed mix (or equivalent): 50% blended bluegrass, 25% creeping red fescue, 25% perennial rye applied at 5 lbs per 1,000 SF or at recommended rates from supplier. Provide seed specifications to general contractor prior to installation.
19. Lawn installation for all sodded turfgrass areas: remove / kill off any existing unwanted vegetation prior to sodding. Prepare the topsoil and sod bed by removing all surface stones 1" or larger and grading lawn areas to finish grade, allowing for thickness of sod. Use only premium sod blend according to TPI (revised 1995) and ASPA standards. Install sod uniformly with staggered joints, laid tightly end to end and side to side. Roll sod with a walk behind roller and water immediately upon installation to a 3" depth. Stake any sod installed on steep slopes or in swales, etc. Landscape contractor is responsible to provide a smooth, uniform, healthy turf. Landscape contractor shall repair and re-sod any eroded, sunken or bare spots (larger than ½ square foot) until acceptance by owner.
20. The landscape contractor is responsible for the watering and maintenance of all landscape areas at time of planting and throughout construction until the substantial completion of the installation and acceptance by the owner. This includes all trees, shrubs, evergreens, perennials, ornamental grasses, and seeded turf grass areas. Maintenance includes mowing, weeding, watering, mulching, edging, pruning, deadheading, raking leaves / debris, sweeping up grass clippings, fertilizing and maintaining turf areas (including applying pre and post emergent herbicides), and any other needs that are required to keep the landscape healthy and well maintained.
21. Substantial Completion of Landscape: after the landscape has been installed, the landscape contractor is responsible to conduct a final review with the owner's representative and the general contractor to ensure that all plans and specifications have been met. After this review, the landscape will be considered to be installed in substantial completion unless otherwise noted by the owner's representative and/or general contractor. Any items missing or incomplete, shall be corrected within 30 days. The landscape contractor shall provide written watering and maintenance instructions for the new plantings and lawn to the owner.
22. Warranty and replacements: All plants (trees, evergreens, shrubs, perennials, ornamental grasses and groundcovers) shall be warranted by the landscape contractor to be in healthy and flourishing condition for a period of one year from the date of substantial completion. This assumes the owner performs required maintenance (i.e. regular watering) after substantial completion of the landscape. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Replacements shall be plants of the same variety specified on the plan and closely match adjacent specimens in size. The landscape contractor is responsible for keeping a documented record of which plants have been replaced during the warranty period.

Know what's **below.** **Call** before you dig.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

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DATE	DESCRIPTION

raSmith
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rasmith.com
Brookfield, WI | Appleton, WI | Madison, WI
Cedarburg, WI | Naperville, IL | Irvine, CA

FOXTOWN TOWNHOMES II
CITY OF MEQUON

LANDSCAPE NOTES AND DETAILS

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R.A. Smith, Inc.

DATE: **03/16/26**

SCALE: **–**

JOB NO. **3260045**

PROJECT MANAGER:
ROB WILLIAMS, PLA

DESIGNED BY: **REW**

CHECKED BY: **REW**

SHEET NUMBER

L200

P:\3260045\Dwg\Sheets\3260045LSP01.dwg, L200, 3/16/2026 4:35:33 PM, rew

Project		Catalog #		Type	
Prepared by		Notes		Date	



Invue

ABB Arbor Bollard

Pathway Luminaire

Product Features

BAA BUY AMERICAN ACT AVAILABLE · TAA TRADE AGREEMENTS ACT AVAILABLE · BABA BUILD AMERICA BUY AMERICA AVAILABLE

Interactive Menu

- Order Information page 2
- Product Specifications page 2
- Optical Distributions page 3

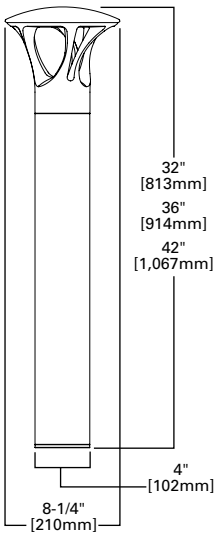
Product Certifications

CERTIFIED · IP66 · ISO CERTIFIED · RoHS COMPLIANT · DarkSky APPROVED

Quick Facts

- Complimentary to Arbor post top
- Two piece cast aluminum housing and extruded aluminum shaft
- WaveStream LED optics
- Symmetric and asymmetric distributions
- 4000K @ 70 CRI standard, 3000K @ 80 CRI optional
- 0-10V dimming driver standard
- Optional integrated sensor for on/off or bi-level dimming

Dimensional Details



Ordering Information

SAMPLE NUMBER: **ABB-B2-LED-42-D1-A-GM**

Product Family	Lumen Output [1]	CRI / CCT [12]	Source	Nominal Height	Voltage	Distribution	Color
ABB=Arbor Bollard **BAA-ABB**=Arbor Bollard Buy American Act Compliant [10] **BABAF-ABB**=Build America Buy America Act [13] **TAA-ABB**=Trade Agreements Act Compliant [13]	**B1**=Mid Lumen Output **B2**=High Lumen Output	**[Blank]**=70 CRI / 4000K CCT **8027**=80 CRI / 2700K CCT **8030**=80 CRI / 3000K CCT [6]	**LED**	**30**=32" **36**=36" **42**=42"	**D1**=Dimming Driver (120-277V) [2] **347**=347V [3] **480**=480V [3, 4]	**A=Asymmetric** **S=Symmetric**	**AP**=Grey **BZ**=Bronze **BK**=Black **DP**=Dark Platinum **GM**=Graphite Metallic **WH**=White **CC**=Custom Color [5]

Options (Add as Suffix)	**Accessories** (Order Separately) [7]
8030=80 CRI / 3000K CCT [6] **HA**=High Ambient [7] **MS/DIM-H8**=Motion Sensor for Dimming or Bi-Level Operation (Horizontal Detection) [8] **MS/DIM-2H8**=Twin Motion Sensors for 360° Dimming or Bi-Level Operation (Horizontal Detection) [8] **DIM**=0-10V Dimming Driver Leads Brought Out from Fixture	**ABAnchor**=Anchor Bolt Kit and Template [9] **ISHH**=Wireless Configuration Tool for Integrated Sensor (Occupancy Sensor Settings)

NOTES:

1. Standard 4000K CCT nominal 70 CRI.
2. Dimming driver standard.
3. Requires the use of a step down transformer.
4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
5. RAL and custom color matching available. Consult your lighting representative at Cooper Lighting Solutions for more information.
6. Extended lead times apply. Use dedicated IES files when performing layouts.
7. 50°C ambient rating.
8. The ISHH configuration tool is required to adjust parameters including high and low dimming levels, sensitivity, time delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information.
9. Contact your customer service representative at Cooper Lighting Solutions for advance shipping.
10. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information.Components shipped separately may be separately analyzed under domestic preference requirements.
11. Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
12. DarkSky approved, 3000K CCT and warmer only.
13. Only product configurations with these prefixes are built to be compliant with theBuy American Act of 1933 (BAA) or the Build America Buy America Act (BABA). BABA is the minimum Government compliance requirement for the Build America Buy America standards which is part of the Infrastructure and Investment JobsAct (IIJA). Individual Government Agencies may have more stringent compliance standards. As noted these projects must receive Government Funding by October 1, 2025. BABAF designates the product will meet the standards set for FHWA and FTA. As noted these projects must receive Government Funding by October 1, 2026. Please refer to the DOMESTIC PREFERENCES website or consult the CLSDomestic Preferences team for more information. Components shipped separatelymay be separately analyzed under domestic preference requirement

Product Specifications

Construction

- TOP HOUSING: cast aluminum top for superior strength and thermal performance with an IP66 rating.
- SHAFT: 4" OD extruded aluminum with 0.188" thick wall. Fastens to base with stainless steel hardware.
- BASE: extruded aluminum base mounts to foundation using 3 anchor bolts. A 1/2" thick neoprene leveling pad is fitted to the bottom of the base to compensate for minor deviations in the concrete pad and to reduce water and dirt intrusion.

Optics

- General purpose symmetric distribution is available using WaveStream LED optical technology.
- The acrylic waveguide is precision manufactured for excellent light control.
- Offered standard in 4000K (+/- 275K) CCT, other CCT options are available. DarkSky approved for 3000K CCT and warmer.

Electrical

- LED driver(s) are mounted to electrical tray for easy installation and maintenance for 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation
- Offered standard with 0-10V dimming driver and Cooper Lighting Solutions' proprietary circuit module designed to withstand 10kV of transient line surge.
- Luminaire is suitable for ambient temperature applications from -30°C (-22°F) to 40°C (104°F) and IP66 rated against the ingress of dust and water.

Controls

- The Arbor Bollard options are designed to be simple and costeffective ASHRAE and California Title 24 compliant solutions.
- An integrated dimming and occupancy sensor is a standalone control option available in on/off (MSP) and bi-level dimming (MSP/DIM) operation. An optional handheld remote (ISHH) allows custom programming to suit all needs.

Mounting

- Luminaire is mounted to 3 x 1/2" anchor bolts on a 2-3/8" bolt circle to with stand a 600 pound overturn moment.
- Mounting base provides space to accommodate up to two 3/4" conduit entries underneath.
- Order anchor bolts and installation template separately (ABAnchor).

Finish

- Cooper Lighting Solutions utilizes premium ultra-weatherable TGIC based polyester powder coatings that are specifically formulated to withstand extended outdoor exposure.
- RAL and custom color matches available. Additional charges and lead time apply.
- Finish is compliant with ASTM B117 3000hr salt spray standard.
- Options to meet Buy American Act requirements.

Compliance

- Domestic preference option available to meet BAA requirements
- Products that meet BABA through BAA Exemption: FHWA and FTA agencies are utilizing their BAA rules for BABA compliance. Cooper's products with a BAA designation are manufactured in the US and utilize a BAA COTS exemption rule for compliance. To verify a configured product with specific accessories and options meet BABA Domestic Preference Requirements; submit this catalog number to Cooper Lighting Quotation team for validation by our Engineering and Manufacturing teams.
- Please refer to the DOMESTIC PREFERENCES website or consult the CLS Domestic Preferences team for more information. Components shipped separately may be separately analyzed under domestic preference requirements.

Warranty

- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Optical Distributions

Power and Lumens

Lumen/Distribution	B1 Symmetric	B2 Symmetric	B1 Asymmetric	B2 Asymmetric
Drive Current				
Power Wattage (Watts)	16W	32W	11W	23W
Input Current (mA) @ 120V	140	270	100	200
Input Current (mA) @ 208V	80	160	60	120
Input Current (mA) @ 240V	70	140	50	100
Input Current (mA) @ 277V	60	120	40	90
Power Wattage (Watts)	19W	37W	13W	27W
Input Current (mA) @ 347V	60	110	40	80
Input Current (mA) @ 480V	180	320	120	240
Optics				
Lumens	717	1,276	472	848
Bug rating	B1-U0-G1	B1-U0-G2	B1-U0-G1	B1-U0-G2

Lumen Maintenance

Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Calculated L70 (HOURS)
25°C	>94%	>350,000
40°C	>93%	>250,000
50°C	>90%	>170,000

Note: Maintenance data applies to the highest drive current and represents the worst case at the highest wattage.

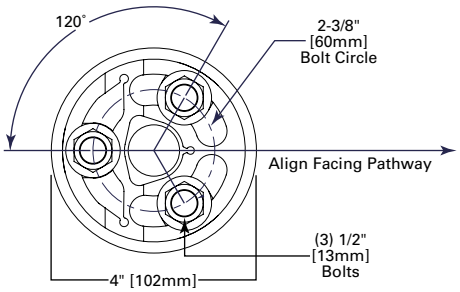
Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
50°C	0.97

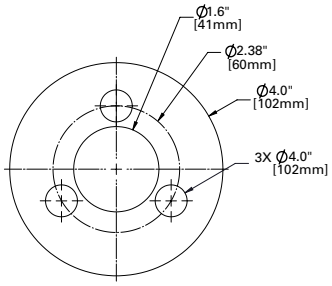
Color Temperature

Color Temperature (CCT)	CRI (Nominal)	Multiplier (Hours)
4000	70	1.00
3000	80	0.87

Mounting Details



Base Mouting Detail



Anchor Bolt Template
(Included with ABAnchor)

Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com

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Specifications and dimensions
subject to change without notice.

PROV

Providence® Medium LED

- MicroCore™ technology
- Canted design provides even illumination with less glare
- Upgrade kits available
- 0-10v dimming ready
- Surge protection included
- Type 2, 3, 4, 5, Left, Right distributions
- IP66 optics
- DLC listed
- Powder coat finish in 14 standard colors with a polymer primer sealer



ORDERING INFORMATION

PROV - T3 - 60LED - STND - MAT - MTB

MODEL	
PROV	Providence medium housing scale
UPGRADE KITS - PROL-LK	
Distribution (Class 2, 120 thru 277 volt)	
T2, T3, T4, T5, TL, TR	IES Type 2, 3, 4, 5, 45° Left, 45° right distribution
Color Temperature	
32LED-3K	Warm White 3000K diodes
32LED-4K	Neutral White 4000K diodes
32LED-5K	Bright White 5000K diodes
Ballast/Driver	
700	700 milliamp drive current, 75 watts
450	450 milliamp drive current, 48 watts
Bezel Finish/Color Bezel available in 13 standard finishes and premium finishes (See Colors section)	

COLOR TEMPERATURE	
32LED-3K	Warm White, 3000K output
32LED-4K	Neutral White, 4000K output
32LED-5K	Bright White, 5000K output

DRIVER	
120 thru 277 volt	
700	700mA drive current, 75 watts
450	450mA drive current, 48 watts

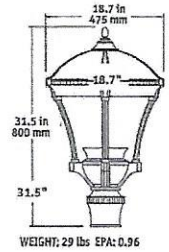
DISTRIBUTION	
T2	Type 2
T3	Type 3
T4	Type 4
T5	Type 5
TL	45° Left
TR	45° Right

FIXTURE FINISH	
Standard Colors	
WH	Arctic White
BL	Black
BLT	Matte Black
DGN	Dark Green
DB	Dark Bronze
TT	Titanium
WDB	Weathered Bronze
MDB	Metallic Bronze
VBU	Verde Blue
CRT	Corten
MAL	Matte Aluminum
MG	Medium Grey
AGN	Antique Green
LG	Light Grey
Premium Colors	
SHK	Shamrock
SPP	Salt and Pepper
SFM	Seafoam
WCP	Weathered Copper
RAL	Provide a RAL 4 digit color number
CUSTOM COLOR	Please provide color chip for matching

OPTIONS	
SPK	Decorative cast aluminum spikes on the top and bottom of the four vertical struts.
PFN	Cast aluminum finial painted a brass color.
BPS	Cast aluminum struts painted a brass color - spikes also painted brass if option SPK chosen
LDL	Lightly diffused lens. Frosted, flat tempered glass lens has a lightly diffused finish to minimize the lamp and reflector brightness
CLR	Clear flat lens
HSS	Type IV house side shield. ***Not compatible with T2, T3, T5, TL or TR***
PCA-T	Rotatable photocell housing-traditional
PCA-C	Rotatable photocell housing-contemporary
SCP	Programmable motion control, factory default is 50%, requires pole

SCP (Sensor Control Programmable) pole accessory is available to provide occupancy detection for outdoor applications meeting California Title 24. For complete spec sheet and ordering information, visit www.aal.net/products/sensor_control_programmable/

DIMENSIONS



* DesignLights Consortium® Qualified

Please visit www.aal.net for mounting options.

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Cole McCraw, Assistant City Engineer**
DATE: **March 23, 2026**
SUBJECT: **Mark LaLonde. The applicant is seeking minor request approval to allow for 36,200 C.Y. of for for contaminated soil capping for the property located at 6529 W. Highland Road.**

Background: The applicant is requesting approval for filling in excess of 1,000 cubic yards (CY) at 6529 West Highland Road. The total requested fill for this application is 36,200 CY, which is proposed as the first of several phases. The ultimate request for the property includes full-site filling with 440,000 CY of fill, presumably intended for a residential subdivision. The fill is proposed to be placed in approximately an 8 to 12-foot depth over the ~30 acres of non-wetland area of the property.

For context, the current application for the phase one fill quantity equates to around 2,400-3,000 dump trucks at 12-15 CY per truck, whereas the ultimate request equates to around 30,000-35,000 dump trucks.

Planning Commission approval is required for fill in excess of 1,000 CY. The applicant is requesting permission to accept fill to construct the first phase of the proposed project.

The existing 63-acre property was previously utilized as a residence, an asphalt batch plant, a sand and gravel mine, a shooting range, and potentially a fill site for construction debris, foundry sand, fly ash, and soil. See environmental report from Friess Environmental Consulting (FEC). These activities resulted in various site contaminations including volatile organic compounds (VOCs) RCRA metals, and PAHs in soil/groundwater, particularly near the former asphalt plant and shooting range.

Many of the above issues have been addressed according to FEC. Correspondence with the DNR shows that remedial actions are required on the site. The WDNR expectation, as summarized by FEC, include covering/capping the entire fill area per NR 500 requirements and WDNR capping guidance RR-709, obtaining Historic Fill Exemption (HFE) prior to further development of the site, and ongoing cap maintenance.

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

According to WDNR guidance (see RR-709), “soil covers may be used to prevent direct contact exposure to contaminated soils. Generally, a 2-foot thickness of clean soil should be placed over the contaminated soil.” In general, staff could potentially support a request to cap and contain contaminated portions of the site with a reduced thickness consistent with WDNR guidance, pending applicant submittal of a grading plan showing this work. The applicant provided a WDNR-issued NOI/WRAPP permit, however, it is unclear whether further cap-specific approvals are needed or have been obtained. Staff may require a third-party environmental professional to review environmental aspects of the request.

The applicant provided a phased plan that divided the ultimate grading plan into 11 areas. This figure is attached to this item. Each phase appears to propose 8 to 12 feet of fill over 2-4 acres of the property rather than a 2-foot soil cap over the contaminated areas. Staff is concerned that the ultimate grading plan submitted could hinder further land division or development on the property.

Fill Requirements:
A hauling route will be required that shows minimized trucking on City streets. A haul bond will be required to guarantee against damage to City streets due to hauling activities. Staff will require a haul bond for the work. The haul route and haul route bond are intended to protect City streets from the increase in the amount of hauled material. The development agreement will define the haul bond amount and the applicant’s obligations.

City staff will confirm that the natural drainage pattern of the site will be maintained, and that off-site drainage will not be affected. This work would also require implementation of a stormwater management plan.

Planning Commission approval and the fill permit is good for one year. Before the end of the permit term and the condition of the fill permit issuance, the applicant must submit an as-built grading record meeting the approved grading plan and conforming to SSLD 8.4. At that point, if the applicant wishes to proceed with further phases, Planning Commission approval will be required.

The site is accessed through an existing driveway on Highland Road. A signage plan will be required due to the trucking volume.
Filling operations requiring three or more feet of fill shall require construction observation during placement per SSLD 6.0.6.

General Requirements:
The City will require a development agreement for this work. The development agreement would be limited to the filling, hauling, and grading activities associated with this permit and would not establish requirements for any future subdivision or subsequent development of the property. The agreement will establish the terms and conditions of approval, including requirements for pre- and post-construction road condition documentation, defined repair responsibilities and procedures, technical specifications for filling, erosion control, and stormwater management, and any additional liability or indemnification provisions necessary to protect the City.

Wetlands are present on the property and are shown on the civil plans. The assured wetland delineation report was provided with the application. No wetland disturbance is shown on the plan. Any wetland fill or disturbance must be permitted by the WDNR.

The site proposes disturbance of greater than an acre and therefore requires a stormwater management plan (SWMP). The proposed site will be required to provide additional stormwater management to meet the current City of Mequon, WDNR and MMSD criteria. The stormwater management improvements are subject to a drainage financial guarantee per Sec. 58-677 of City ordinance. The financial guarantee shall be in an amount equal to 125 percent of the estimated cost of construction and maintenance of the stormwater management practices, as determined by the city. Additionally, a stormwater maintenance and easement agreement will be required. The stormwater management facilities are subject to certification in accordance with Sec. 58-677 and 58-678 of City ordinance.

The site is not located within the City's sewer service area and therefore is not required to connect to public sewer or water. Soil evaluation reports were not provided with the application, so the areas that private onsite wastewater treatment systems (POWTS) can be located for potential future development are unknown. Incidentally disturbing or filling over areas that can be used for POWTS may hinder the use of POWTS and therefore further land division or development on the property. Staff recommends that the soil evaluations are completed and locations indicated on a plan prior to any approval of this item.

If a future development were to occur, private wells will be required and will be regulated by the WDN.

The improvements propose land disturbance in excess of one acre, therefore a City erosion control permit is required. The applicant provided evidence of the WDNR-required WRAPP permit for the site. The WRAPP permit, or NOI, must be obtained prior to City erosion control permit issuance.

In summary, staff does not support the ultimate grading plan as presented, absent additional WDNR verification and a clear connection to a defined development proposal. Staff could consider an alternative application that demonstrates capping with reduced fill depths over the contaminated portions of the site. The applicant could then pursue any additionally desired fill through a subsequent development application.

Staff Recommendations:
Staff recommends **tabling** the request for the 36,200 CY of fill and associated grading until additional information is provided, including:

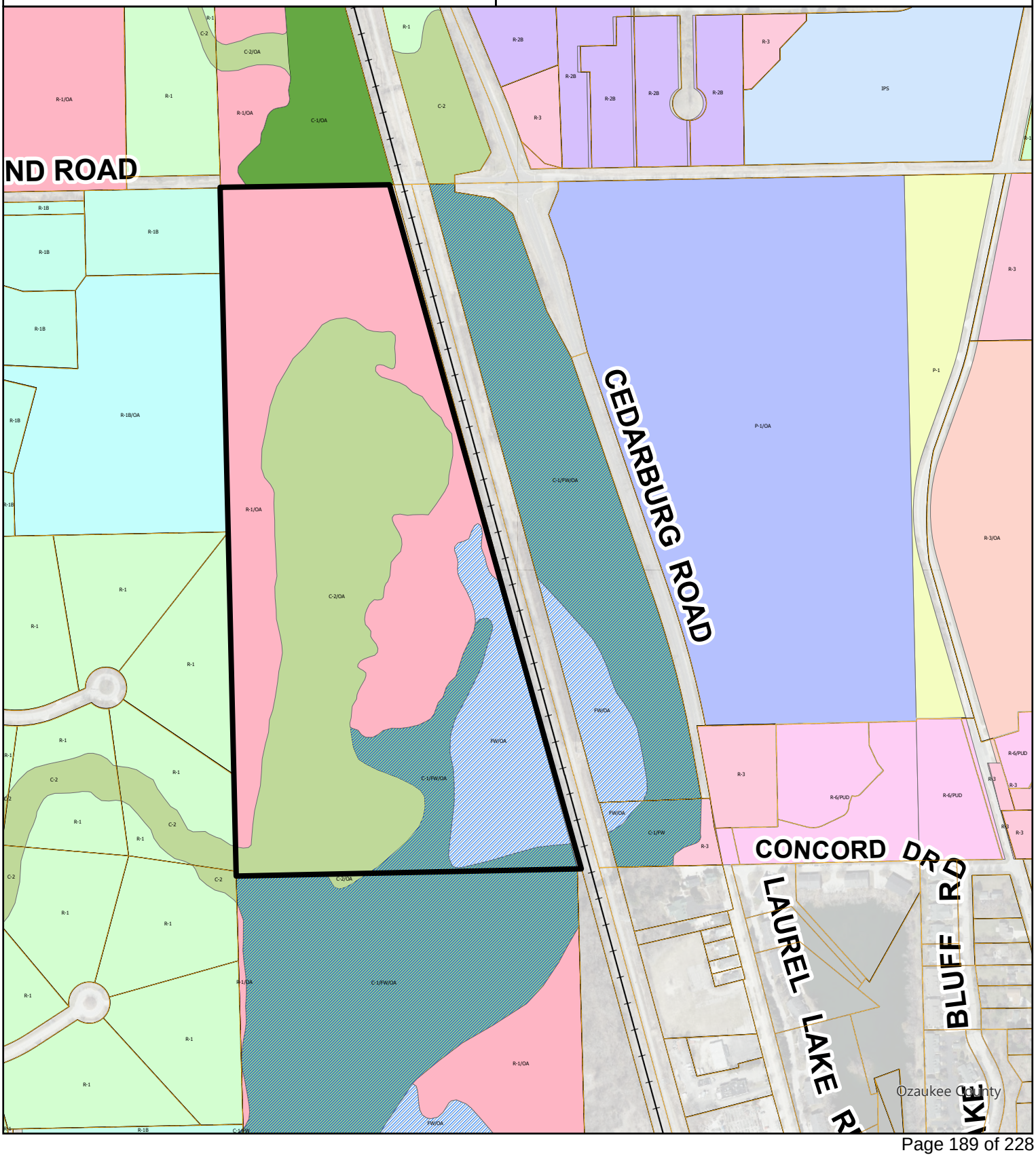
- A revised site grading plan displaying:
    - Phase one grading only or an updated plan showing only a 2-foot cap over areas where the cap is required on the site.
    - Limits of contaminated areas.
    - POWTS soil evaluation locations and consideration for leaving these areas

unfilled.
    - Specimen tree locations labeled with size and species.
- A haul route map minimizing hauling on City streets.
- Correspondence from WDNR confirming that the proposed fill would cap the contamination from further spreading and would allow for a future residential development.
- A Development Agreement (DA), and associated Planning Commission application for a DA, for the work; a template would be provided by the City Attorney. In general, the agreement would:
    - Define road condition documentation, repair process, and other requirements.
    - Define filling, erosion control, stormwater management, and other technical specifications.
    - Define any other obligations and indemnifications as determined by the City Attorney.

Attachments:
Packet Docs_LaLonde_03.23.26

MARK LALONDE

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



The story about this land to share with the board is as follows:

Historically this land was used as a dump site after being mined for gravel. The dump site was filled and is now monitored and regulated by the DNR Freiss environmental and me. I purchased the site and engaged FEC as my environmental consultant to satisfy the DNR's requested operations for property clean up and have the wells monitored to allow for the site to be capped(filled) for redevelopment. As outlined in the "property status report" we have completed these required operations and are moving forward to get a city permit to start the capping(filling) operations. I have hired JSD to do the civil work required to get these permits and have submitted our initial plan for filling the site. As noted in our meeting, the plans will need to be reviewed yearly as the land contours and ultimate end use of the land is not yet determined. We have been working on the site for several years without issue and have made good progress in improving the property. We hope to continue working to improve the site with the approval of these permits. All necessary WDRN permits are approved and included. I have engaged Herr Septic to assist in the evaluation and planning for site development as it pertains to the septic systems for the land. We are looking to get our city permits as soon as possible to continue the cleanup and improvement of the site in 2026.

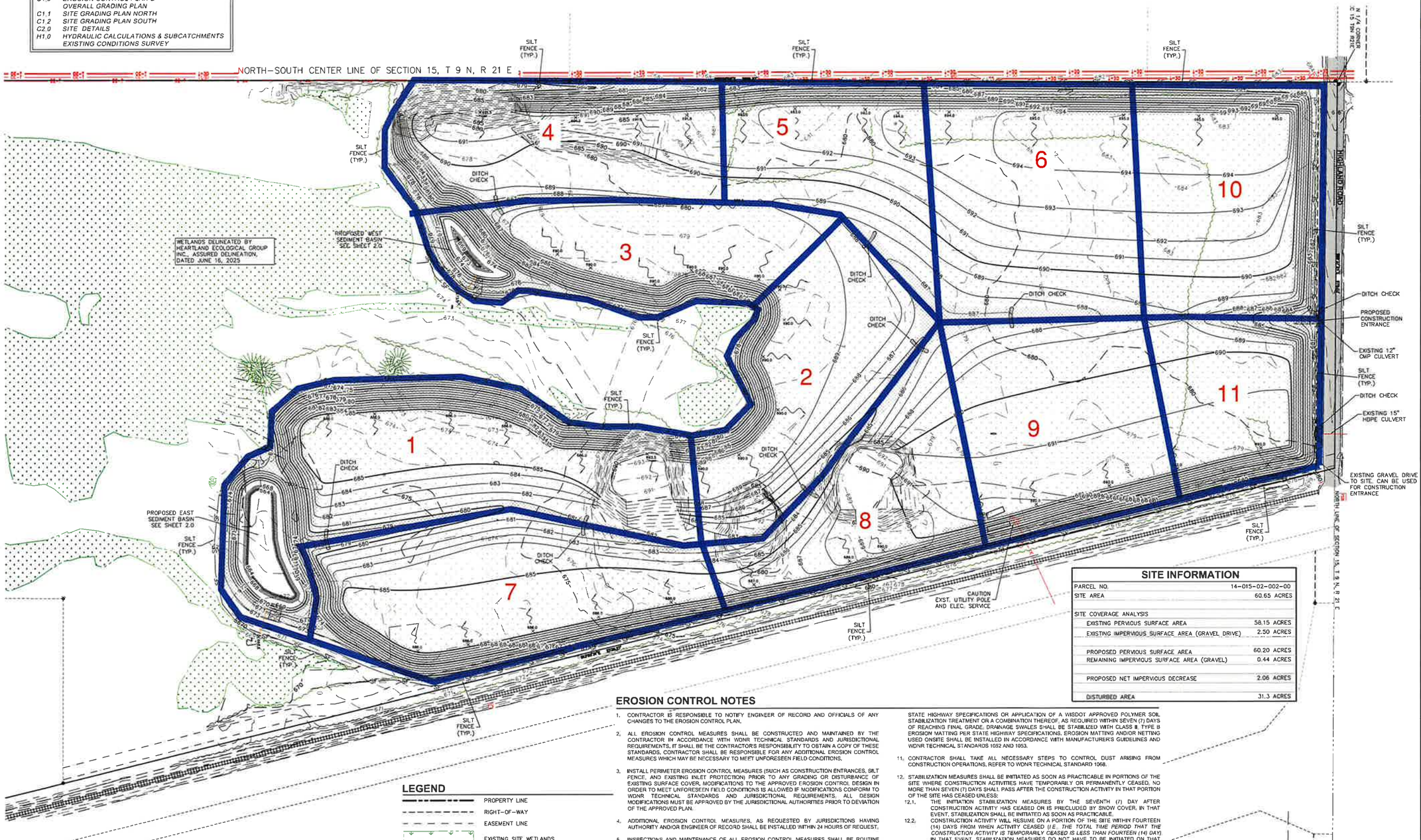
Phasing Plan

Total = 252,138 CY

Section	Area [SF]	Area [AC]	Volume [CY]	1/2 Volume [CY]
1	195,642	4.49	36,180	18,090
2	120,142	2.76	22,218	11,109
3	109,741	2.52	20,294	10,147
4	118,392	2.72	21,894	10,947
5	92,304	2.12	17,070	8,535
6	144,255	3.31	26,677	13,338
7	148,955	3.42	27,546	13,773
8	103,086	2.37	19,064	9,532
9	124,801	2.87	23,079	11,540
10	128,132	2.94	23,695	11,848
11	77,979	1.79	14,421	7,210
Total Area	1,363,428	SF		
	31.3	AC		

SHEET INDEX

C1.0	EROSION CONTROL PLAN & OVERALL GRADING PLAN
C1.1	SITE GRADING PLAN NORTH
C1.2	SITE GRADING PLAN SOUTH
C2.0	SITE DETAILS
H1.0	HYDRAULIC CALCULATIONS & SUBCATCHMENTS
	EXISTING CONDITIONS SURVEY



SITE INFORMATION

PARCEL NO.	14-015-02-002-00
SITE AREA	60.65 ACRES
SITE COVERAGE ANALYSIS	
EXISTING PERVIOUS SURFACE AREA	58.15 ACRES
EXISTING IMPERVIOUS SURFACE AREA (GRAVEL DRIVE)	2.50 ACRES
PROPOSED PERVIOUS SURFACE AREA	60.20 ACRES
REMAINING IMPERVIOUS SURFACE AREA (GRAVEL)	0.44 ACRES
PROPOSED NET IMPERVIOUS DECREASE	2.06 ACRES
DISTURBED AREA	31.3 ACRES

CONSTRUCTION SCHEDULE

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. INSTALL CONSTRUCTION EXIT/UTILIZE EXISTING GRAVEL ENTRANCE.
3. INSTALL SILT FENCE.
4. INSTALL DITCH CHECKS ALONG HIGHLAND ROAD.
5. INSTALL SEDIMENT BASINS COMPLETE WITH OUTLETS, RIP RAP AND EMERGENCY SPILLWAYS.
6. BEGIN FILLING ACTIVITIES, CONTRACTOR TO GRADE SITE DURING FILLING SO THAT DRAINAGE IS DIRECTED TOWARDS EITHER SEDIMENT BASIN.
7. ONCE AN AREA HAS ESTABLISHED GRADES MATCHING THE GRADING PLAN, CONTRACTOR TO PROVIDE SEEDING/MATTING AND/OR SEEDING/MULCHING PER PLAN.
8. INSTALL SITE DITCH CHECKS.
9. ALL EROSION CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL. NEEDED REPAIRS WILL BE PERFORMED IMMEDIATELY.
10. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND VEGETATE THE DISTURBED AREAS.

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- EXISTING SITE WETLANDS
- ×668.8 SPOT GRADE
- 959 PROPOSED 5 FOOT CONTOUR
- 960 PROPOSED 1 FOOT CONTOUR
- 959 EXISTING 1 FOOT CONTOUR
- 960 EXISTING 5 FOOT CONTOUR
- DRAINAGE DIRECTION
- SILT FENCE
- RIP-RAP
- CONSTRUCTION ENTRANCE
- SEEDING W/TYPE B EROSION MATTING
- SEEDING W/HYDRO MULCH OR EQUAL
- DITCH CHECK

EROSION CONTROL NOTES

1. CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL PLAN.
2. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH WDNR TECHNICAL STANDARDS AND JURISDICTIONAL REQUIREMENTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL EROSION CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS.
3. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE, AND EXISTING INLET PROTECTION) PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE COVER. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO WDNR TECHNICAL STANDARDS AND JURISDICTIONAL REQUIREMENTS. ALL DESIGN MODIFICATIONS MUST BE APPROVED BY THE JURISDICTIONAL AUTHORITIES PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY JURISDICTIONS HAVING AUTHORITY AND/OR ENGINEER OF RECORD SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
5. INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
6. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5". ANY DAMAGED EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED IMMEDIATELY UPON INSPECTION.
7. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. ADDITIONAL LOCATIONS OTHER THAN AS SHOWN ON THE PLANS MUST BE PRE-APPROVED BY THE JURISDICTION. CONSTRUCTION ENTRANCES SHALL BE 50' LONG AND NO LESS THAN 12' THICK BY USE OF 3" SELECTED CRUSHED. CONSTRUCTION ENTRANCES SHALL BE MAINTAINED BY THE CONTRACTOR IN A CONDITION WHICH WILL PREVENT THE TRACKING OF MUD OR ANY SEDIMENT OFF-SITE AFTER EACH WORKING DAY OR MORE FREQUENTLY AS REQUIRED.
8. PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT, AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE JURISDICTIONAL AUTHORITIES.
9. DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.
10. ALL SLOPES 4:1 OR GREATER SHALL BE STABILIZED WITH CLASS I, TYPE B EROSION MATTING PER STATE HIGHWAY SPECIFICATIONS OR APPLICATION OF A WISDOT APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED WITHIN SEVEN (7) DAYS OF REACHING FINAL GRADE. DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE B EROSION MATTING PER STATE HIGHWAY SPECIFICATIONS. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052 AND 1053.
11. CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO CONTROL DUST ARISING FROM CONSTRUCTION OPERATIONS, REFER TO WDNR TECHNICAL STANDARD 1068.
12. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED UNLESS:
    - 12.1. THE INITIATION STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS CEASED OR IS PRECLUDED BY SNOW COVER, IN THAT EVENT, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
    - 12.2. CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN FOURTEEN (14) DAYS FROM WHEN ACTIVITY CEASED (*I.E. THE TOTAL TIME PERIOD THAT THE CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN FOURTEEN (14) DAY*) IN THAT EVENT, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED.
    - 12.3. STABILIZATION MEASURES SHALL BE DETERMINED BASED ONSITE CONDITIONS WHEN CONSTRUCTION ACTIVITY HAS CEASED INCLUDING, BUT NOT LIMITED TO, WEATHER CONDITIONS AND LENGTH OF TIME THE MEASURE MUST BE EFFECTIVE, THE FOLLOWING ARE ACCEPTABLE STABILIZATION MEASURES:
        - 12.3.1. PERMANENT SEEDING: IN ACCORDANCE WITH APPROVED CONSTRUCTION SPECIFICATION
        - 12.3.2. TEMPORARY SEEDING: MAY CONSIST OF SPRING OATS(100LBS.ACRE) IN SPRING/SUMMER OR WHEAT OR CEREAL RYE (150LBS./ACRE) IN FALL
        - 12.3.3. HYDRO-MULCHING WITH A TACKIFIER
        - 12.3.4. WOVEN AND NON-WOVEN GEOTEXTILES
        - 12.3.5. EROSION MATTING
        - 12.3.6. SODDING
        - 12.3.7. OTHER MEASURES AS APPROVED BY THE ENGINEER
13. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER HAS BEEN ESTABLISHED WITH A CONTIGUOUS DENSITY OF AT LEAST 70% FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES OR THAT EMPLOY EQUIVALENT PERMANENT STABILIZATION MEASURES.
14. CONTRACTOR/OWNER SHALL FILE A NOTICE OF TERMINATION UPON COMPLETION OF THE PROJECT IN ACCORDANCE WITH WDNR REQUIREMENTS AND/OR REQUEST FOR PERMIT CLOSURE IN ACCORDANCE WITH JURISDICTION PERMIT AND SPECIFICATION REQUIREMENTS.

north

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jsdinc.com
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
Lalonde Contractors, Inc.
Attn: Mark Lalonde

CLIENT ADDRESS:
1609 Lincoln Ave.
Waukesha, WI 53186

PROJECT:
6529 Highland Road

PROJECT LOCATION:
Mequon, WI, 53092

PLAN MODIFICATIONS:

#	Date:	Description:
1	12/18/2025	CLIENT SUBMITTAL
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Designed By:	R.S.B.
Reviewed By:	P.J.S.
Approved By:	C.A.J.

SHEET TITLE:
EROSION CONTROL PLAN & OVERALL GRADING PLAN

SHEET NUMBER:
C1.0

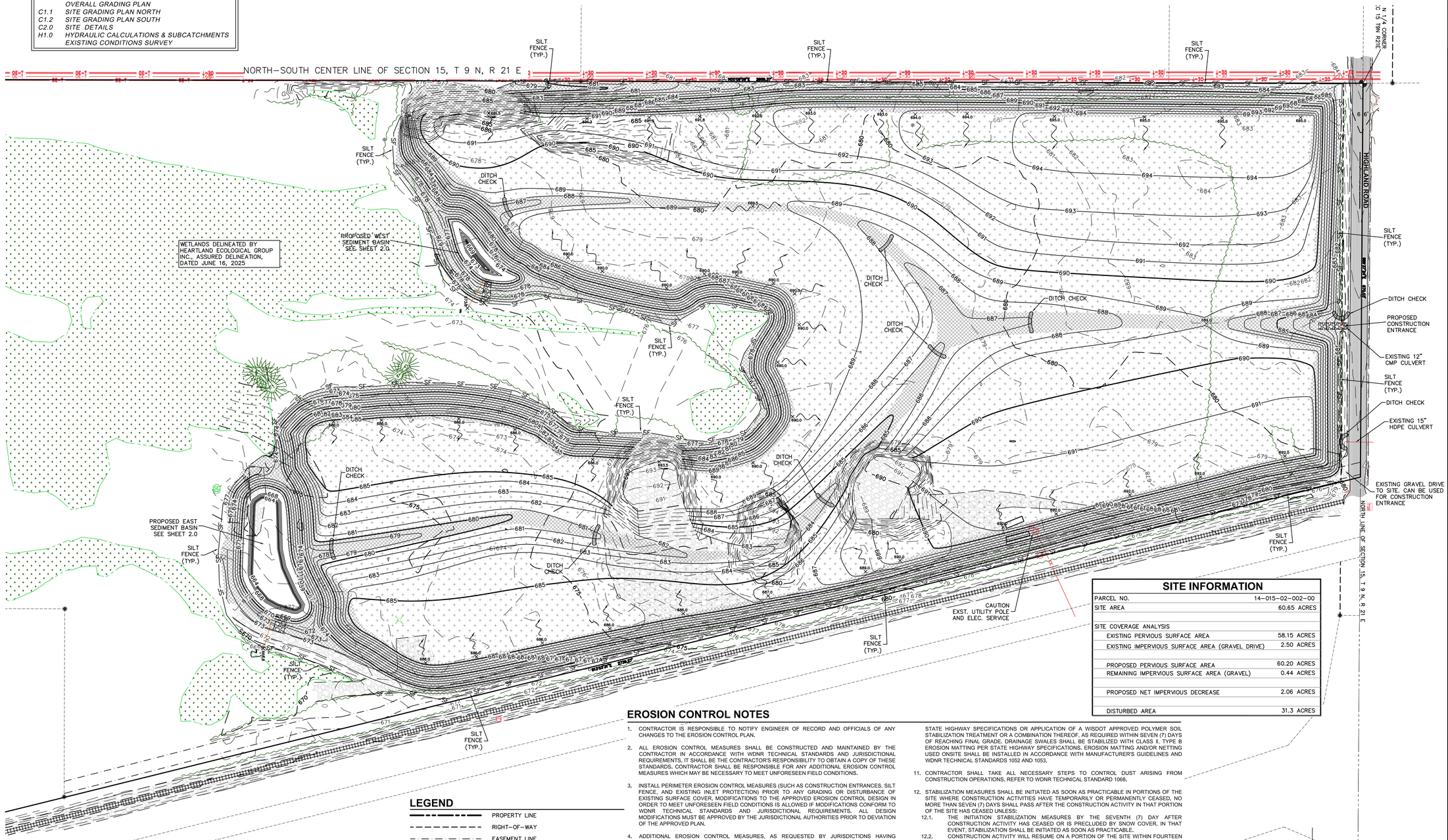
JSD PROJECT NO: 25-15046

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SHEET INDEX

C1.0 EROSION CONTROL PLAN & OVERALL GRADING PLAN
C1.1 SITE GRADING PLAN NORTH
C1.2 SITE GRADING PLAN SOUTH
C2.0 SITE DETAILS
H1.0 HYDRAULIC CALCULATIONS & SUBCATCHMENTS
EXISTING CONDITIONS SURVEY



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        - 12.3.1. PERMANENT SEEDING; IN ACCORDANCE WITH APPROVED CONSTRUCTION SPECIFICATION
        - 12.3.2. TEMPORARY SEEDING; MAY CONSIST OF SPRING OATS(100LBS./ACRE) IN SPRING/SUMMER OR WHEAT OR CEREAL RYE (150LBS./ACRE) IN FALL
        - 12.3.3. HYDRO-MULCHING WITH A TACKIFIER
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14. CONTRACTOR/OWNER SHALL FILE A NOTICE OF TERMINATION UPON COMPLETION OF THE PROJECT IN ACCORDANCE WITH WDNR REQUIREMENTS AND/OR REQUEST FOR PERMIT CLOSURE IN ACCORDANCE WITH JURISDICTION PERMIT AND SPECIFICATION REQUIREMENTS.

north

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jsdinc.com
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
Lalonde Contractors, Inc.
Attn: Mark Lalonde

CLIENT ADDRESS:
1609 Lincoln Ave.
Waukesha, WI 53186

PROJECT:
6529 Highland Road

PROJECT LOCATION:
Mequon, WI, 53092

PLAN MODIFICATIONS:

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Designed By: R.S.B.
Reviewed By: P.J.S.
Approved By: C.A.J.

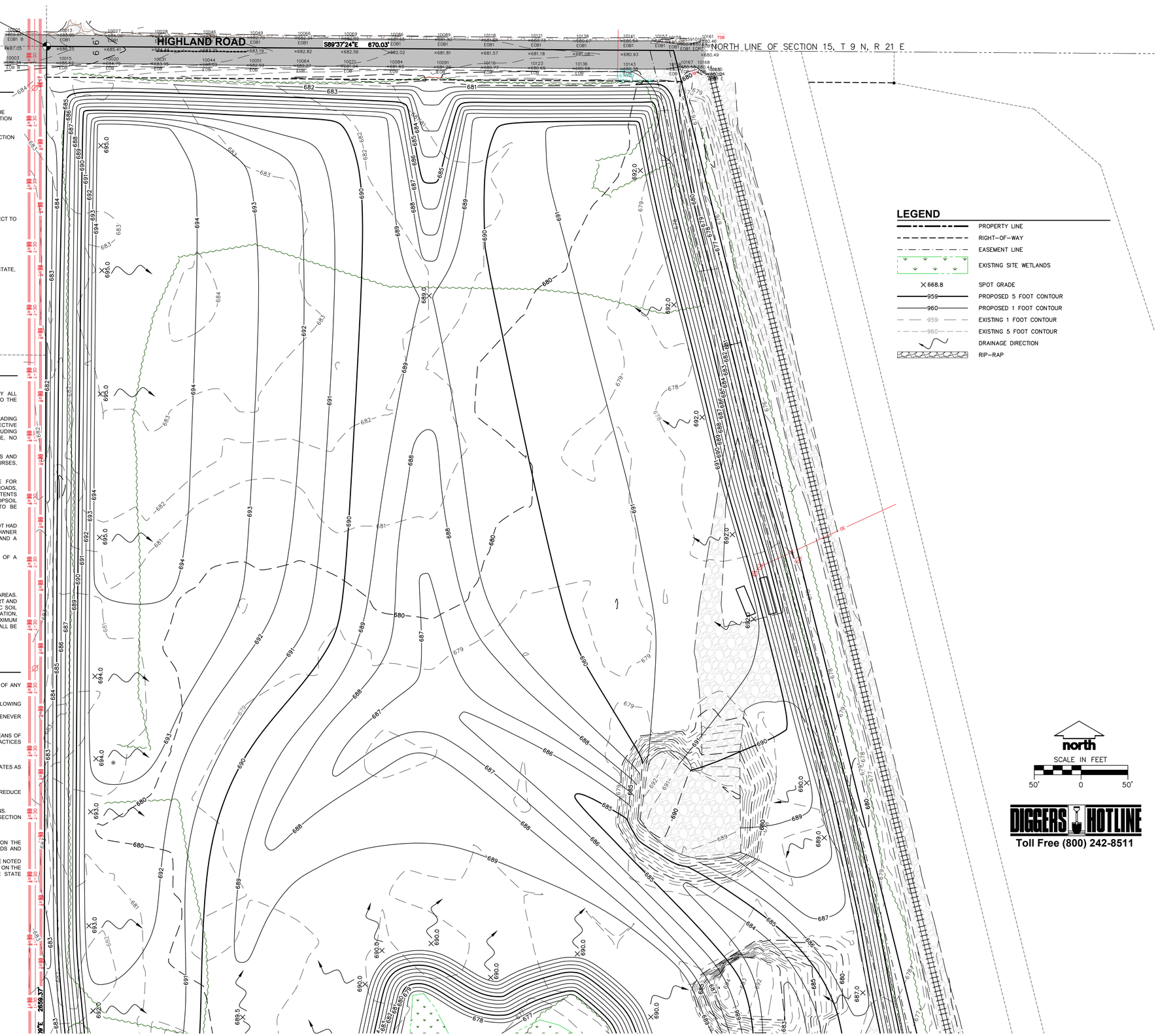
SHEET TITLE:
EROSION CONTROL PLAN & OVERALL GRADING PLAN

SHEET NUMBER:
C1.0

JSD PROJECT NO: 25-15046

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GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
2. ALL WORK IN THE RIGHT-OF-WAY AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, JURISDICTIONAL SPECIFICATIONS, AND APPROVED BY THE JURISDICTION HAVING AUTHORITY.
3. EXISTING GRADE SPOT ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.
4. NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.
5. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
6. CONTRACTOR SHALL RESTORE ALL BUILDINGS, PAVEMENT, PIPES, SLOPES, AND STRUCTURES DAMAGED BY THE CONTRACTOR TO PRE-EXISTING OR BETTER CONDITIONS.
7. THE RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE JURISDICTIONAL AUTHORITY AND IS SUBJECT TO CHANGE AT ANY TIME.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF THESE IMPROVEMENTS.
9. ANY REFERENCES TO THE TERMS OR ENTITY ABBREVIATIONS IN THE FOLLOWING NOTES AND SPECIFICATIONS SHALL BE UNDERSTOOD AS FOLLOWS:
   - 9.1. "JURISDICTION " - THE LOCAL GOVERNMENTAL AGENCY (I.E., CITY, VILLAGE, TOWN, COUNTY, STATE, OR UTILITY SERVICE PROVIDER) HAVING AUTHORITY
   - 9.2. "STATE HIGHWAY SPECIFICATIONS" - STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION AND SUPPLEMENTS
   - 9.3. "STANDARD SPECIFICATIONS" - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, CURRENT EDITION AND SUPPLEMENTS
   - 9.4. WISCONSIN DEPARTMENT OF TRANSPORTATION - "WISDOT"
   - 9.5. WISCONSIN DEPARTMENT OF NATURAL RESOURCES - "WDNR"
   - 9.6. DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES - "DSPS" OR "SPS"

GRADING AND EARTHWORK NOTES

1. ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY, AND REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPUTATIONS OF ALL GRADING QUANTITIES. WHILE JSD PROFESSIONAL SERVICES, INC. ATTEMPTS TO PROVIDE A COST-EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARDS OF CARE. THEREFORE, NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
3. ALL EXCAVATIONS AND FILLS SHALL BE TO THE ELEVATIONS SHOWN ON THE DRAWINGS AND SHALL INCLUDE SUFFICIENT DEPTHS FOR PLACEMENT OF FILL MATERIALS, BASE COURSES, PAVEMENTS, TOPSOIL, AND OTHER MATERIALS TO THE SPECIFIED DEPTHS.
4. PRIOR TO ALL EXCAVATION OR FILLING OPERATIONS, CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TOPSOIL FROM PROPOSED LOCATIONS OF BUILDINGS, STRUCTURES, ROADS, WALKS, OTHER PAVED AREAS, STORM WATER FACILITIES OR WITHIN THE GRADING EXTENTS WHERE EXISTING GRADES ARE ALTERED BY MORE THAN 3". REMOVED OR STRIPPED TOPSOIL SHALL BE SEGREGATED AND STOCKPILED ON-SITE IN AN APPROPRIATE LOCATION TO BE RESPREAD AS SPECIFIED ON THE DRAWINGS.
5. CONTRACTOR SHALL NOT PLACE ANY FILL OR OTHER MATERIALS ON AREAS THAT HAVE NOT HAD TOPSOIL REMOVED, ARE FROZEN, SATURATED, OR YIELDING. CONTRACTOR SHALL NOTIFY OWNER OR ENGINEER IF SUBGRADE CONDITIONS ARE NOT SUITABLE FOR SUPPORTING FILL AND A FURTHER DETERMINATION SHALL BE PROVIDED BY OWNER OR ENGINEER.
6. CONTRACTOR SHALL PLACE THE FILLS IN ACCORDANCE WITH THE RECOMMENDATIONS OF A GEOTECHNICAL REPORT INCLUDING LIFT DEPTHS AND COMPACTION EFFORTS.
7. SOIL MATERIAL SPECIFICATIONS:
   - 7.1. FILL AND BACKFILL MATERIALS
     - 7.1.1. IMPORTED FILL MATERIAL
     - 7.1.1. MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR FROM OFFSITE BORROW AREAS. IMPORTED FILL MATERIAL SHALL BE IN ACCORDANCE WITH A GEOTECHNICAL REPORT AND CONSIST OF CLEAN MATERIAL OF INORGANIC SOILS OR A MIXTURE OF INORGANIC SOIL AND ROCK, STONE, OR GRAVEL. THE MATERIAL SHALL BE FREE OF TOPSOIL, VEGETATION, PAVEMENT RUBBLE, DEBRIS, OR OTHER DELETERIOUS MATERIALS. THE MAXIMUM NOMINAL DIMENSION OF MATERIALS CONSISTING OF ROCK, STONE, OR GRAVEL SHALL BE 6" .

SEEDING AND RESTORATION NOTES

1. CONTRACTOR SHALL PROVIDE NOTICE TO THE JURISDICTIONAL AUTHORITIES IN ADVANCE OF ANY SOIL DISTURBING ACTIVITIES, IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
2. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED/MATTED IMMEDIATELY FOLLOWING GRADING ACTIVITIES.
3. CONTRACTOR SHALL WATER ALL NEWLY SEEDED AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7-DAY LAPSE WITH NO SIGNIFICANT RAINFALL.
4. ALL SLOPES 20% OR GREATER SHALL BE TEMPORARILY SEEDED, MULCHED, OR OTHER MEANS OF COVER PLACED ON THEM WITHIN 2 WEEKS OF DISTURBANCE. REFER TO STABILIZATION PRACTICES IN THE EROSION CONTROL NOTES FOR FURTHER SPECIFICATIONS.
5. SEEDING SPECIFICATIONS:
   - 5.1. LOW MAINTENANCE AREA SEED MIXTURE: WISDOT SEED MIX NO. 10 OR 20 APPLIED AT RATES AS SPECIFIED IN SECTION 630 OF THE STATE HIGHWAY SPECIFICATIONS OR
6. SEED PREPARATION SPECIFICATIONS:
   - 6.1. SCARIFY SUBSOILS TO A DEPTH OF 3" WHERE TOPSOIL SHALL BE PLACED TO REDUCE COMPACTION.
   - 6.2. PLACE TOPSOIL AT A MINIMUM DEPTH OF 6" UNLESS OTHERWISE NOTED ON THE PLANS.
   - 6.3. APPLY FERTILIZER IN ACCORDANCE WITH SEED MIX MANUFACTURES RECOMMENDATIONS.
   - 6.4. SOW SEED AT RATES SPECIFIED USING METHOD "A" OR METHOD "B" AS SPECIFIED IN SECTION 630 OF THE STATE HIGHWAY SPECIFICATIONS.
7. SEED MULCHING/EROSION MATTING SPECIFICATIONS:
   - 7.1. ALL SEEDDED AREAS WITH SLOPES FLATTER THAN 4:1, UNLESS OTHERWISE NOTED ON THE PLANS, SHALL BE STABILIZED WITH WEED-FREE WHEAT STRAW MULCH WITH METHODS AND RATES IN ACCORDANCE WITH SECTION 627 OF THE STATE HIGHWAY SPECIFICATIONS.
   - 7.2. ALL SEEDDED AREAS WITH SLOPES EQUAL TO OR STEEPER THAN 4:1, UNLESS OTHERWISE NOTED ON THE PLANS, SHALL BE STABILIZED WITH EROSION MATTING MATERIALS AS SPECIFIED ON THE PLANS. EROSION MATTING SHALL BE IN ACCORDANCE WITH SECTION 628 OF THE STATE HIGHWAY SPECIFICATIONS.

DIGGERS HOTLINE
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MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
Lalonde Contractors, Inc.
Attn: Mark Lalonde

CLIENT ADDRESS:
1609 Lincoln Ave.
Waukesha, WI 53186

PROJECT:
Fill Plan
6529 Highland Road

PROJECT LOCATION:
Mequon, WI, 53092

PLAN MODIFICATIONS:

#	Date:	Description:
1	12-18-2025	MUNICIPAL SUBMITTAL
2		
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Designed By:	R.S.B.
Reviewed By:	P.J.S.
Approved By:	C.A.J.

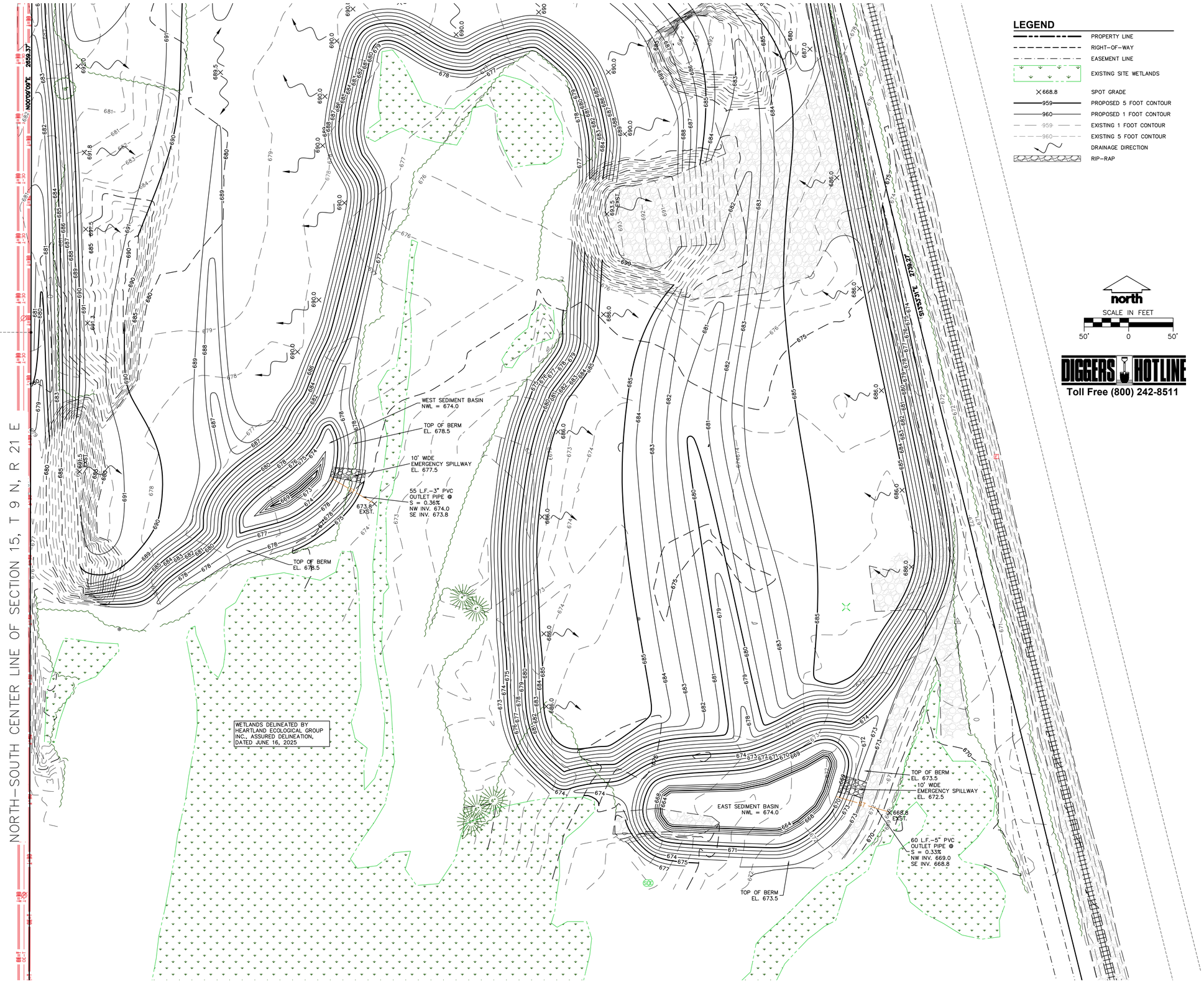
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GRADING PLAN NORTH

SHEET NUMBER:
C1.1

JSD PROJECT NO: 25-15046

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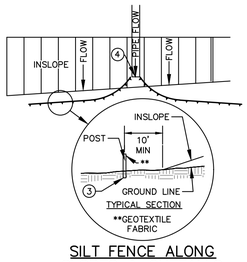
Designed By: (Initials)
Reviewed By: (Initials)
Approved By: (Initials)

SHEET TITLE:
GRADING PLAN SOUTH

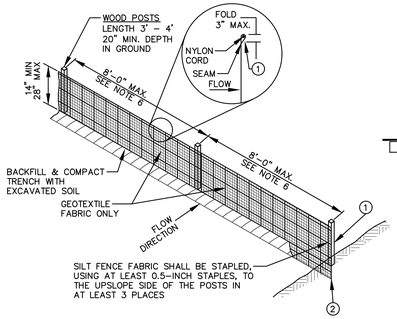
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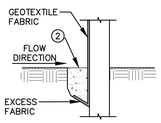
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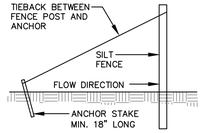
SILT FENCE ALONG SLOPES & OUTFALLS



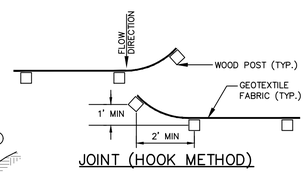


NOTE:
ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS.

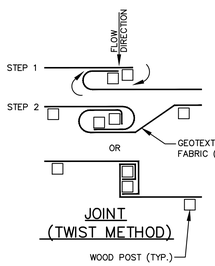
TRENCH DETAIL



SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



JOINT (HOOK METHOD)



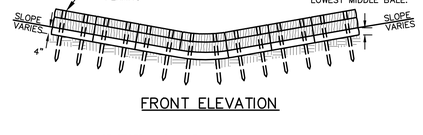
GENERAL NOTES:

1. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8–INCHES OF FABRIC IN A 4–INCH WIDE AND 6–INCH DEEP TRENCH OR 6–INCH DEEP V–TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
2. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125–INCHES x 1.125–INCHES OF DRIED OAK OR HICKORY.
4. SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE.
5. SILT FENCE CONSTRUCTION AND GEOTEXTILE FABRIC SHALL CONFORM TO WDNR TECHNICAL STANDARD 1056.
6. POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8–FEET FOR WOVEN & 3–FEET FOR NON–WOVEN)

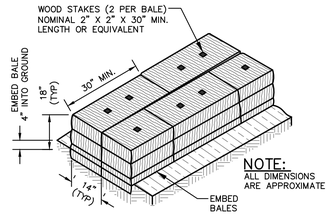
REV. 7–01–2019

SILT FENCE

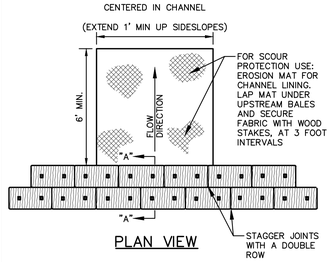
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FRONT ELEVATION



SECTION "A–A"



PLAN VIEW

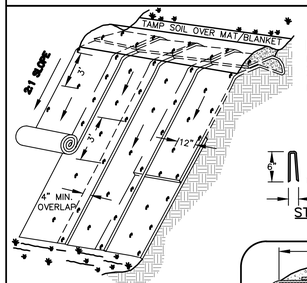
GENERAL NOTES:

1. INSTALLED, THE MINIMUM HEIGHT OF DITCH CHECKS SHALL BE 10–INCHES AND SHALL NOT EXCEED A MAXIMUM HEIGHT OF 16–INCHES FOR MANUFACTURED OR BIODEGRADABLE MATERIALS.
2. DITCH CHECKS MUST BE INSTALLED WITH THE CENTER LOWER THAN THE SIDES FORMING A WEIR.
3. AT A MINIMUM, INSTALL ONE DITCH CHECK FOR EVERY TWO–FEET OF DROP IN THE CHANNEL.
4. DITCH CHECK SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24– HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5–INCHES OF RAIN OR MORE DURING A 24–HOUR PERIOD.
5. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN DEPOSITS REACH HALF OF THE HEIGHT OF THE LOWEST BALE.
6. DITCH CHECKS SHALL BE UTILIZED DURING ROUGH GRADING AND SHALL BE REMOVED ONCE FINAL GRADING AND CHANNEL STABILIZATION IS APPLIED.
7. DITCH CHECK CONSTRUCTION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD (1062). EROSION MATTING SCOUR PROTECTION SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD (1053).

REV. 11–19–2018

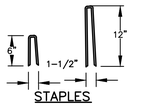
DITCH CHECK (STRAW BALES)

N.T.S.

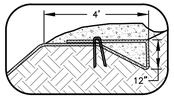


ISOMETRIC VIEW
TYPICAL SLOPE SOIL STABILIZATION

NOTE:
MATS/BLANKETS SHOULD BE INSTALLED VERTICALLY DOWNSLOPE.



STAPLES



BERM

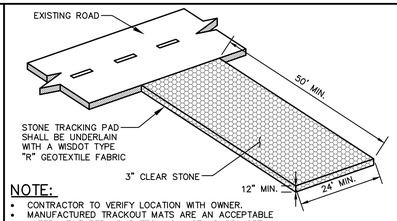
GENERAL NOTES:

1. EROSION MAT CONSTRUCTION SHALL BE IN ACCORDANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1052 "NON–CHANNEL EROSION MAT".
2. ONLY WisDOT EROSION CONTROL PRODUCT ACCEPTABILITY LIST (PAL) APPROVED MATS SHALL BE ALLOWED. REFER TO EROSION CONTROL PLAN FOR EXACT MAT CLASSIFICATION.
3. APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
4. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.

REV. 11–19–2018

EROSION MATTING

N.T.S.

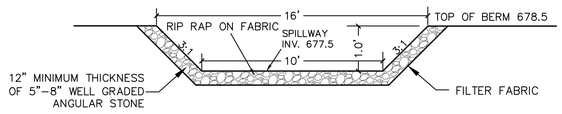


NOTE:
- CONTRACTOR TO VERIFY LOCATION WITH OWNER.
- MANUFACTURED TRACKOUT MATS ARE AN ACCEPTABLE ALTERNATIVE PER WDNR TECHNICAL STANDARD 1057.

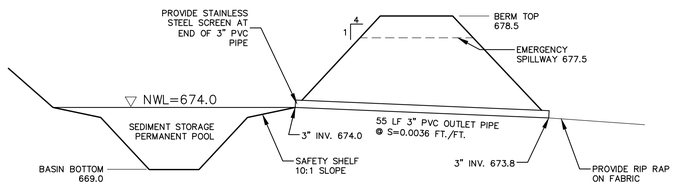
REV. 04–24–2024

CONSTRUCTION ENTRANCE

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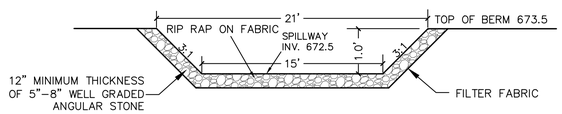


EMERGENCY SPILLWAY DETAIL

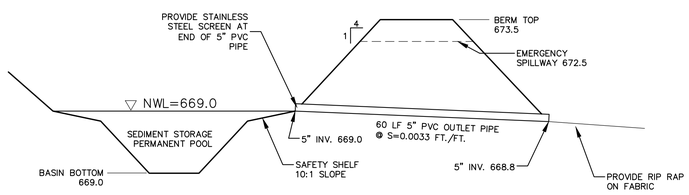


WEST SEDIMENT BASIN DETAIL

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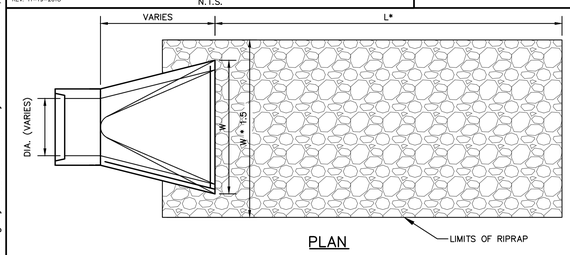


EMERGENCY SPILLWAY DETAIL

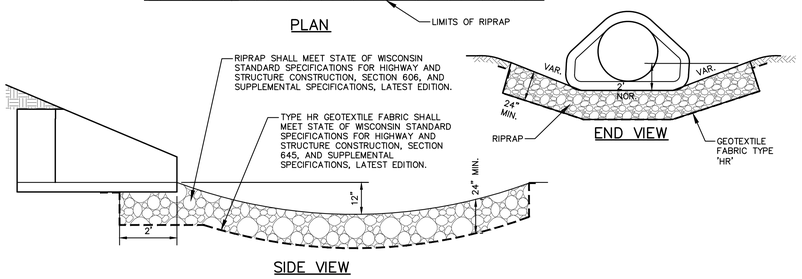


EAST SEDIMENT BASIN DETAIL

N.T.S.



PLAN



END VIEW

SIDE VIEW

REV. 12–7–2018

APRON ENDWALL - RIPRAP

N.T.S.

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Designed By: R.S.B.
Reviewed By: P.J.S.
Approved By: C.A.J.

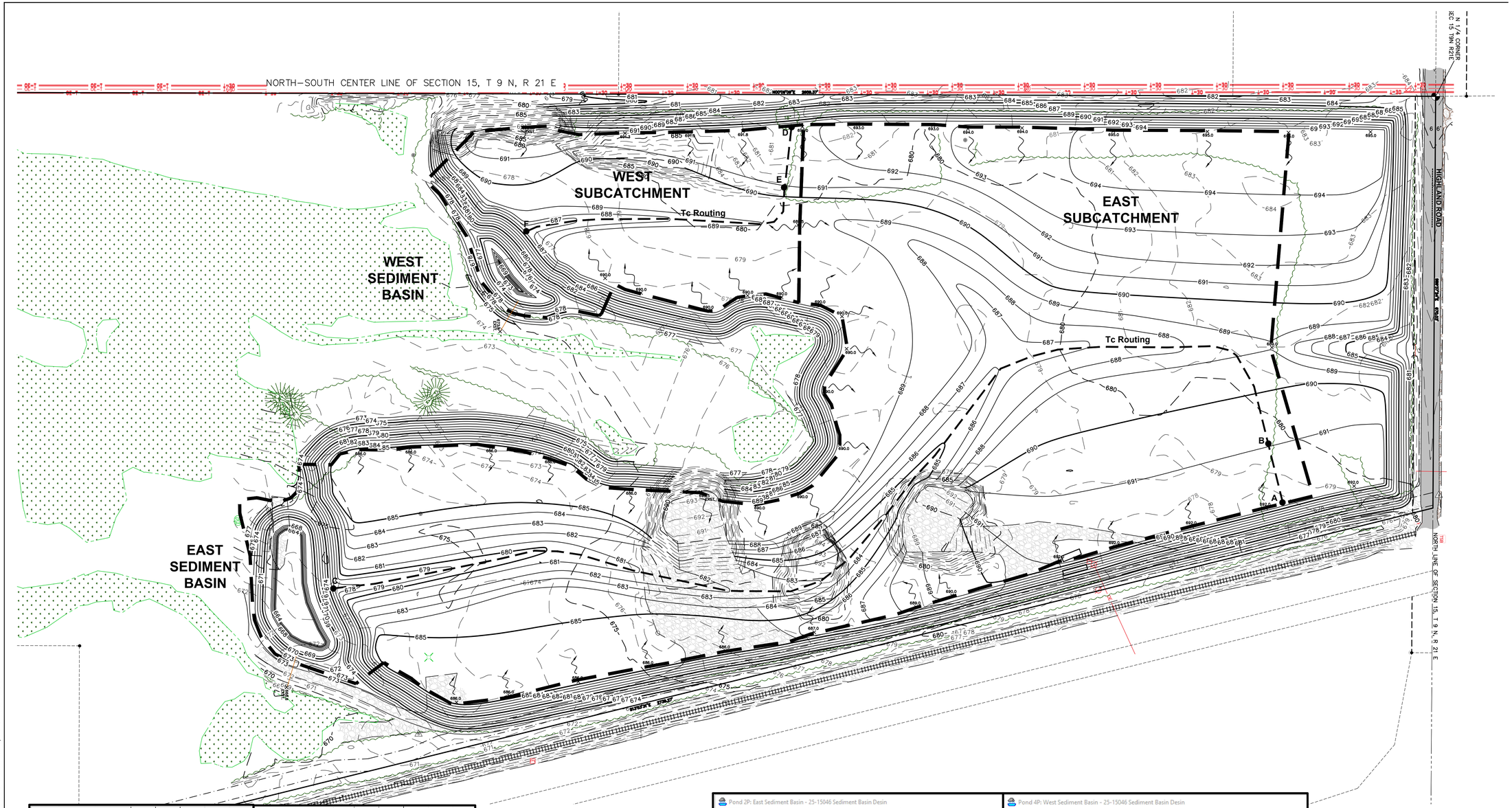
SHEET TITLE:
DETAILS

SHEET NUMBER:
C2.0

JSD PROJECT NO: 25-15046

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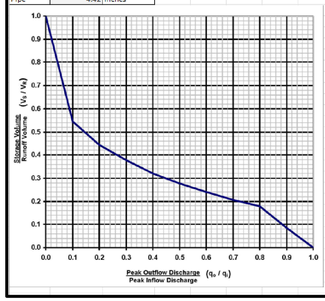


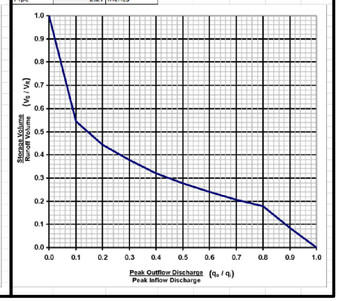
6529 Highland Rd Fill Plan-City of Mequon	Vs		
Sizing Calcs for Sediment basin		class 1	0.0012
		class 2	7.3E-05
Vs	0.000073	class 3	1.2E-05
SA	16820	sq. ft.	
qout	1.02	cfs	
qin	19.15	cfs	
Vr	2.023	acre-ft.	
qout/qin	0.05		
Vs/Vr	0.76		
Vs	66973	ft. cu.	
H	4.0	ft.	
A	15.34	sq. inches	
Pipe	4.42	inches	

East Sediment Basin

6529 Highland Rd Fill Plan-City of Mequon	Vs		
Sizing Calcs for Sediment basin		class 1	0.0012
		class 2	7.3E-05
Vs	0.000073	class 3	1.2E-05
SA	4115	sq. ft.	
qout	0.25	cfs	
qin	7.92	cfs	
Vr	0.379	acre-ft.	
qout/qin	0.03		
Vs/Vr	0.85		
Vs	14198	ft. cu.	
H	3.5	ft.	
A	4.05	sq. inches	
Pipe	2.27	inches	

West Sediment Basin





Pond 2P: East Sediment Basin - 25-15046 Sediment Basin Desin

Summary | Hydrograph | Discharge | Storage | Profile | Events | Sizing

Inflow Area = 19.277 ac, 0.00% Impervious, Inflow Depth > 1.26" for 1-YEAR event
Inflow = 19.15 cfs @ 12.56 hrs, Volume= 2.023 af
Outflow = 0.83 cfs @ 15.83 hrs, Volume= 0.515 af, Atten= 96%, Lag= 196.1 min
Primary = 0.83 cfs @ 15.83 hrs, Volume= 0.515 af
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 672.33' @ 15.83 hrs Surf.Area= 25,118 sf Storage= 69,089 cf

Plug-Flow detention time= 247.7 min calculated for 0.515 af (25% of inflow)
Center-of-Mass det. time= 167.5 min (971.6 - 804.1)

Volume	Invert	Avail.Storage	Storage Description
#1	669.00'	101,125 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
669.00	16,820	0	0
670.00	19,090	17,955	17,955
671.00	21,460	20,275	38,230
672.00	23,930	22,695	60,925
673.00	27,500	25,715	86,640
673.50	30,440	14,485	101,125

Device	Routing	Invert	Outlet Devices
#1	Primary	669.00'	**5.0" Round Culvert** L= 60.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 669.00' / 668.80' S= 0.0033 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.14 sf
#2	Secondary	672.50'	**15.0' long x 10.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=0.83 cfs @ 15.83 hrs HW=672.33' (Free Discharge)
└1=**Culvert** (Barrel Controls 0.83 cfs @ 6.05 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=669.00' (Free Discharge)
└2=**Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 4P: West Sediment Basin - 25-15046 Sediment Basin Desin

Summary | Hydrograph | Discharge | Storage | Profile | Events | Sizing

Inflow Area = 3.583 ac, 0.00% Impervious, Inflow Depth > 1.27" for 1-YEAR event
Inflow = 6.28 cfs @ 12.22 hrs, Volume= 0.379 af
Outflow = 0.20 cfs @ 15.14 hrs, Volume= 0.134 af, Atten= 97%, Lag= 175.0 min
Primary = 0.20 cfs @ 15.14 hrs, Volume= 0.134 af
Secondary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 676.17' @ 15.14 hrs Surf.Area= 7,244 sf Storage= 12,234 cf

Plug-Flow detention time= 242.4 min calculated for 0.133 af (35% of inflow)
Center-of-Mass det. time= 173.1 min (955.8 - 782.7)

Volume	Invert	Avail.Storage	Storage Description
#1	674.00'	35,443 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
674.00	4,115	0	0
675.00	5,485	4,800	4,800
676.00	6,960	6,223	11,023
677.00	8,625	7,793	18,815
678.00	11,635	10,130	28,945
678.50	14,355	6,498	35,443

Device	Routing	Invert	Outlet Devices
#1	Primary	674.00'	**3.0" Round Culvert** L= 55.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 674.00' / 673.80' S= 0.0036 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.05 sf
#2	Secondary	677.50'	**10.0' long + 3.0 '/' Side2 x 10.0' breadth Broad-Crested Rectangular** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.49 2.56 2.70 2.69 2.68 2.69 2.67 2.64

Primary OutFlow Max=0.20 cfs @ 15.14 hrs HW=676.17' (Free Discharge)
└1=**Culvert** (Barrel Controls 0.20 cfs @ 4.14 fps)

Secondary OutFlow Max=0.00 cfs @ 5.00 hrs HW=674.00' (Free Discharge)
└2=**Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

north

SCALE IN FEET

80' 0 80'

DIGGERS HOTLINE
Toll Free (800) 242-8511

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jsdinc.com
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
Lalonde Contractors, Inc.
Attn: Mark Lalonde

CLIENT ADDRESS:
1609 Lincoln Ave.
Waukesha, WI 53186

PROJECT:
6529 Highland Road

PROJECT LOCATION:
Mequon, WI, 53092

PLAN MODIFICATIONS:

#	Date:	Description:
1	12-18-2025	MUNICIPAL SUBMITTAL
2		
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Designed By: R.S.B.
Reviewed By: P.J.S.
Approved By: C.A.J.

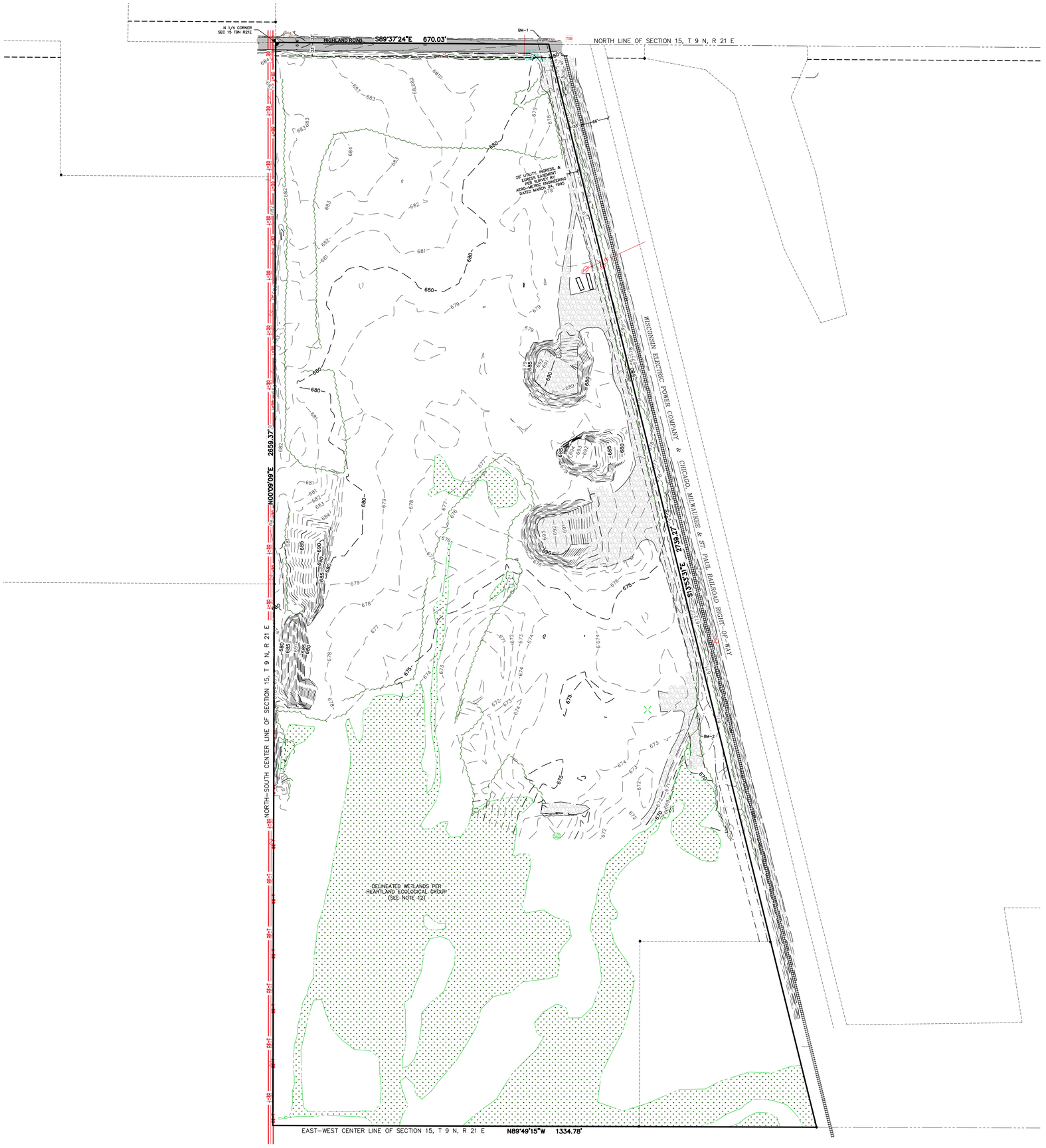
SHEET TITLE:
PROPOSED CONDITIONS SEDIMENT BASIN SUBCATCHMENTS & HYDRAULIC CALCS.

SHEET NUMBER:
H1.0

JSD PROJECT NO: 25-15046

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TOPOGRAPHIC & UTILITY SURVEY

PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, LYING WEST OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD RIGHT-OF-WAY.



VICINITY MAP
NOT TO SCALE

LEGEND

- GOVERNMENT CORNER
- 1" IRON PIPE FOUND
- ¾" REBAR FOUND
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- SIGN
- SEPTIC MANHOLE
- ELECTRIC METER
- DECIDUOUS TREE
- CONIFEROUS TREE
- VENT PIPE
- ENDWALL/END OF PIPE
- RAILROAD SIGNAL BOX
- LIGHT POLE
- POWER POLE
- ELECTRIC PEDESTAL
- DELINEATED WETLANDS
- PARCEL BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- CHORD LINE
- SETBACK LINE
- EASEMENT LINE
- LANDSCAPE LIMITS
- FENCE LINE
- OE — OVERHEAD ELECTRIC DISTRIBUTION
- OE-T — OVERHEAD ELECTRIC TRANSMISSION
- CONCRETE CURB & GUTTER
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- SAN — SANITARY SEWER
- W — WATER LINE
- ST — STORM SEWER
- FM — FORCE MAIN
- G — NATURAL GAS
- 675 — INDEX CONTOUR
- 674 — INTERMEDIATE CONTOUR
- BITUMINOUS PAVEMENT
- GRAVEL
- END OF FLAGGED UTILITIES
- ( ) DENOTES RECORDED AS MEASUREMENTS DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY

NOTES

1. FIELD WORK PERFORMED ON OCTOBER 7–10, 2025.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OZAUKEE COUNTY, THE NORTH LINE OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 21 EAST, RECORDED AS S89°37'24"E.
3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BENCHMARK IS A BRASS-CAPPED CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 15, T9N, R21E, ELEVATION = 685.67'
4. CONTOUR INTERVAL IS ONE FOOT.
5. SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS. DIGGER'S HOTLINE TICKET NO. 20253916534 & NO. 20253916535 WITH A CLEAR DATE OF OCTOBER 4, 2025.
6. UTILITY COMPANIES CONTACTED THRU DIGGERS HOTLINE:
   - CITY OF MEQUON
   - TIME WARNER CABLE
   - WE ENERGIES (ELECTRIC AND GAS)
   - VILLAGE OF THIENSVILLE
7. BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED. FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOTLINE, AT 1.800.242.8511.
8. THE ACCURACY OF THE BENCHMARKS SHOWN ON THIS MAP SHALL BE VERIFIED BEFORE BEING UTILIZED. JSD PROFESSIONAL SERVICES, INC. DOES NOT WARRANT THE ACCURACY OF THESE BENCHMARKS.
9. SITE PLAN RECORDS WERE REQUESTED FROM THE CITY OF MEQUON. NO RECORDS WE SUPPLIED FOR THIS SITE.
10. ROADWAY UTILITY RECORD DRAWINGS WERE REQUESTED FROM THE CITY OF MEQUON AND THE VILLAGE OF THIENSVILLE. NO RECORDS WERE PROVIDED.
11. BOUNDARY SURVEY BASED ON CURRENT DEED & RECORD SURVEYS. A FULL 60-YEAR TITLE RECORD WAS NOT PROVIDED.
12. WETLANDS DELINEATED BASED ON REPORT OBTAINED FROM HEARTLAND ECOLOGICAL GROUP, INC., DATED JUNE 16, 2025.

BENCHMARKS		
BENCH ID	ELEVATION	DESCRIPTION
BM-1	680.38'	MAG NAIL IN ASPHALT NORTH EDGE OF HIGHLAND RD 45 FT WEST OF RAILROAD
BM-2	672.17'	3" REBAR WITH JSD CAP NEAR SOUTHEAST CURVE OF GRAVEL DRIVE

LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 21 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, LYING WEST OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILROAD RIGHT-OF-WAY.

TAX KEY NO: 14-015-02-002.00

SURVEYOR'S CERTIFICATE

I, ANDREW W. WILKOWSKI, WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-3121, HEREBY CERTIFY THAT UNDER THE DIRECTION OF LALONDE CONTRACTORS, INC., THIS SURVEY AND MAP HAS BEEN PREPARED AND COMPLIES WITH WISCONSIN ADMINISTRATIVE CODE A-E7 AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE INFORMATION PROVIDED.

ANDREW W. WILKOWSKI, S-3121
PROFESSIONAL LAND SURVEYOR

DATE

WISCONSIN ANDREW W. WILKOWSKI S-3121 WATERTOWN, WI LAND SURVEYOR

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jsdinc.com
MILWAUKEE REGIONAL OFFICE
W238 N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
LALONDE CONTRACTORS, INC.

CLIENT ADDRESS:
1609 LINCOLN AVE
WAUKESHA, WISCONSIN 53186

PROJECT:
6529 HIGHLAND ROAD

PROJECT LOCATION:
6529 HIGHLAND ROAD
MEQUON, OZAUKEE COUNTY
WISCONSIN 53092

north
SCALE IN FEET
100' 0 100'

MODIFICATIONS:

#	Date:	Description:
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Prepared By: NJM 11/7/25

SHEET TITLE:
TOPOGRAPHIC & UTILITY SURVEY

SHEET NUMBER:
1 OF 1

PROJECT NO: 25-15046

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File: \JSD\INC\new projects\e2025\25150461\DWG\Survey Sheets\25150461 ExCon.dwg Layout: 24x42 SHEET 1 User: Randy Bruckner Plotted: Dec 19, 2025 - 10:42am Xrefs:

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Southeast Region Headquarters
1027 W Saint Paul Ave
Milwaukee, WI 53233

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 414-263-8500
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 30, 2026

Mark LaLonde
6529 W. Highland LLC
1609 Lincoln Avenue
Waukesha WI 53186
Via email: mark@lciwi.com

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff

Permittee Name: 6529 W. Highland LLC
Site Name: 6529 Highland Road - Fill Site
FIN: 103128

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on January 21, 2026, for the 6529 Highland Road - Fill Site site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is January 30, 2026. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site: **http://dnr.wi.gov/topic/stormwater/construction/forms.html**

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. Construction dewatering discharges from an area subject to remedial action operations or from an area containing contamination that would be subject to remedial action operations are not eligible for coverage under this permit (section 1.1.2.3). Discharges may be eligible for coverage under the Contaminated Groundwater from Remedial Action Operations General Permit (WI-0046566-07-0).

3. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

a. Date, time, and exact place of inspection;
b. Name(s) of individual(s) performing inspection;
c. An assessment of the condition of erosion and sediment controls;
d. A description of any erosion and sediment control implementation and maintenance performed;
e. A description of the site's present phase of construction.

4. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

5. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Peter Wood, P.E. at (262) 822-8227.

Sincerely,



Peter Wood, P.E.
Southeast Region
Storm Water Program

ENCLOSURE: Certificate of Permit Coverage

CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-06

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at

1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 103128

Site Name: 6529 Highland Road - Fill Site

Address/Location: 6529 W. Highland Road City of MEQUON

Additional Information:

Landowner: 6529 W. Highland LLC

Landowner's Contact Person: Mark LaLonde

Contact Telephone Number: (414) 788-0150

Permit Start Date: January 30, 2026

By: _____

WDNR Publication # WT-813 (10/11)

December 31, 2024

Wisconsin Department of Natural Resources
Mr. John Feeney
1027 West St. Paul Avenue
Milwaukee, WI 53233

RE: Project Status Update for the Site Investigations, Remedial Actions, and Proposed Redevelopment of the Former Icke and Bublitz, Inc., Property Located at 6529 West Highland Road, Mequon, WI, WDNR FID No. 246102120; BRRTS No. 02-46-000365 — FEC Project No. 210401

Dear Mr. Feeney:

Friess Environmental Consulting, Inc. (FEC) has been conducting environmental consulting services, including groundwater monitoring and soil remedial actions in conjunction with proposed redevelopment of the above-referenced site ("Site"). This summary letter discusses the project history, the results of the recent analytical testing and remedial activities, and proposed actions to develop the site and obtain site closure.

Project Background

The subject property covers approximately 63 acres and is located at 6529 Highland Road, Mequon, Wisconsin (the Site). The Site location is illustrated in Figure B.1.a. The Site is bordered by a recreational trail and a railroad corridor to the east; Highland Road to the north; and agricultural, wooded, and low-lying areas to the west and south. A residence was located in the south-central portion of the Site; however, the building was razed in June 2003. Outbuildings associated with the former residence were razed in 2022. In addition, a former asphalt batch plant was located near the northeast comer of the Site. Historically, the Site has been used to mine sand and gravel. However, available information also suggests that the Site was filled and may contain construction debris, foundry sand, fly ash, and fill soils.

Previous site assessment and investigation activities were completed by Hydro-Search, Inc. (HSI) and Giles Engineering Associates, Inc. (Giles). During 1988, HSI reviewed applicable information available for the Site. Based on HSI's review, it appears the property was filled with metal debris, cinders, potential fly ash, soil fill, and concrete/asphalt debris. HSI also noted the documentation of refuse having been placed on site in approximately 1979. DNR records indicate the refuse was removed and transported to a landfill for proper disposal and the

6635 North Sidney Pl., Milwaukee, WI 53209 | WWW.FECINC.US | Phone 414.228.9815 | Fax 414.228.9816

file closed. HSI also installed eight soil boreholes at the Site and submitted one soil sample for laboratory analysis. The borehole locations are illustrated in Figure B.1.b. Based on the results of the soil sampling, elevated concentrations of volatile organic compounds (VOCs) were reported in the soil sample. Details of HSI's work are found in its April 25, 1988, report entitled "Environmental Assessment Bublitz and Icke Property, Mequon, Wisconsin."

During 1990, Giles installed ten soil boreholes at the Site (four of which were converted into ground-water monitoring wells) and excavated 21 test pits. The borehole, test pit, and monitoring well locations are illustrated in Figure B.1.b. Soil samples were collected from the boreholes and test pits for laboratory analysis. In addition, ground-water samples from the monitoring wells and two private water supply wells located at the Site were submitted for laboratory analysis. Based on the results of the sampling, elevated Resources Conservation and Recovery Act (RCRA) metals and VOCs were reported in soil samples collected from two soil boreholes. RCRA metals were reported in the ground-water samples collected from each monitoring well. In addition, methylene chloride was reported in the water samples collected from the private water supply wells. However, Giles reports that the detected levels of methylene chloride may be laboratory introduced. Details of Giles' work are found in its October 11, 1990, report entitled "Preliminary Hazardous Substances Presence Study."

During 2002, the City of Mequon (the City), in conjunction with the Icke & Bublitz Corporation (the Corporation), received a Wisconsin Department of Natural Resources (WDNR) Brownfield Site Assessment Grant (SAG) to conduct Phase II environmental activities at the Site. The goal of the work was to address real and perceived environmental concerns, and to obtain approval from the WDNR to develop the Site (i.e., obtain an exemption to build on a historic fill site). Before redevelopment, it was necessary to determine if historical site activities may have adversely affected the Property. To complete these tasks, the City contracted Northern Environmental Technologies, Incorporated (NET) to conduct investigation activities.

NET installed nineteen soil probeholes (ten of which were converted into small diameter groundwater monitoring wells), four soil borings (converted to groundwater monitoring wells), four hand augers, and collected four surface samples. The probehole, borings, hand auger, surface sample, and monitoring well locations are illustrated in Figure B.1.b. Soil samples were collected from the soil sampling locations for laboratory analysis. In addition, groundwater samples from the small diameter wells and monitoring wells and two private water supply wells located at the Site were submitted for laboratory analysis. Based on the

results of the sampling, contaminant concentrations above the analytical limit of detection were reported in several boreholes and coincide with a former asphalt plant, shooting range, and areas that have been mined and filled. In addition, groundwater contamination was noted in several temporary monitoring points and monitoring wells. In addition, NET noted that while sampling the temporary groundwater monitoring point installed in B1000, approximately a sixteenth inch thickness of free product was noted in the bailer. The product was dark in color and exhibited a fuel oil or diesel fuel odor. Free product was not detected in any other monitoring point.

During October 2003, methane monitoring at each temporary well was conducted and monitored five times over a 10-day period. Overall, methane readings were inconsistent over the sampling period. None of the recorded readings collected in any monitoring point exceeded 25% of the LEL. In addition, no debris/fill material that would generate methane through decomposition was noted in any of the boreholes.

NET believed that the site assessment was complete, and the extent of contamination was adequately defined. However, remedial work was recommended in the former asphalt batch plant area to remove contaminated soil and free product encountered in this area and in the former shooting range area to remove soil with elevated lead concentrations.

Additional areas containing elevated levels of metals and volatile organic compounds are present across the northern half of the Site and coincide with areas that have been mined and filled. Some of the reported contaminant concentrations within this area exceed regulatory standards, However, NET indicated engineering controls and/or deed instruments would allow for redevelopment and case closure.

Based on the information, the presence of historic fill on the subject property, previous use as a gun range, and confirmed presence of volatile organic compounds (VOCs), RCRA metals, and polynuclear aromatic hydrocarbons (PAHs), impacts were reported to the DNR and a responsible party letter was issued in March 2002. NET submitted a site investigation report and work plan to the DNR in 2004. The DNR reviewed their request and subsequently requested additional sampling and remedial actions.

Based on more recent correspondence with the DNR (letter dated November 30, 2023), the additional actions would still be required and include: covering the entire fill area per Wisconsin Administrative Code (WAC) NR 500 requirements

and DNR capping guidance (RR 709), obtaining an exemption to build on a historic fill site prior to any construction, a minimum of one year of quarterly monitoring to establish contaminant trends, removal of any free phase petroleum in the former asphalt batch plant area to the extent practicable, and methane monitoring.

The scope of work conducted by FEC was to conduct four additional rounds of groundwater monitoring from the on-site groundwater wells, coordinate and document the removal and disposal of the petroleum contaminated soil near the former asphalt batch plant, coordinate and document the removal and disposal of the lead contaminated soil near the former gun range, conduct methane testing, and evaluate the historic fill for proposed property development. The results are discussed below.

Groundwater Monitoring

On August 16 and November 24, 2021, and March 11 and July 13, 2022, FEC was on site to measure groundwater levels and collect groundwater samples from seven on site monitoring wells (MW-1 to MW-6 and MW-8). The groundwater monitoring wells were installed as part of previous site investigations. It should be noted that sampling was not conducted from MW-7 as the well was damaged during site clearing and was subsequently properly abandoned. FEC submitted the groundwater samples collected from the monitoring wells to a DNR-certified laboratory for analyses of RCRA metals and volatile organic compounds (VOCs).

The depth to groundwater measurements were measured as part of the previous site investigations. Groundwater was measured in the monitoring wells at depths ranging from 6.40 to 13.73 feet bgs during the August 2021 sampling event. The results of the groundwater elevation survey during all the sampling events indicate groundwater flows in a southerly direction. The measured depth to groundwater and groundwater elevations are presented on the attached Table.

The results of the groundwater analytical testing did not indicate concentrations of VOCs or RCRA metals above the DNR groundwater quality Enforcement Standards (ES). The results of the groundwater monitoring were consistent with the previous groundwater monitoring that has been conducted on the site. The results of the groundwater analytical testing are shown on the attached Tables, and the analytical reports are attached.

Soil Removal and Disposal (Former Batch Plant Area)

As indicated earlier, a former asphalt batch plant was located in the northeastern portion of the site. NET noted that while sampling the temporary groundwater monitoring point installed in B1000, approximately a sixteenth inch thickness of free product was noted in the bailer. The product was dark in color and exhibited a fuel oil or diesel fuel odor. The groundwater sample from B1000 contained a naphthalene concentration that slightly exceeded the DNR groundwater quality enforcement standard (ES).

On September 21, 2021, FEC was on site to conduct a test pit at the location of the former B1000 and collect a soil sample (S-1) for analytical testing to obtain disposal approval for soil to be excavated from the former asphalt batch plant area. The results of the test pit investigation did indicate the presence of staining and asphaltic petroleum impacts in the soil from approximately 5 to 8 feet bgs. A copy of the analytical results and the Waste Management soil profile are included.

On October 22, 2021, FEC was on site to coordinate the removal of the asphaltic petroleum impacts that were apparent near B1000. Overburden was removed in the area to a depth of approximately 5 feet bgs to expose a layer of black stained soils present in the area of the former batch plant from approximately 5 to 8 feet bgs. The excavation area was approximately 20 feet by 20 feet with the soils from 5 to 8 feet being removed. Approximately 84 tons of the stained soil was excavated, loaded, and transported by LaLonde Contractors to the Orchard Ridge landfill in Menomonee Falls, Wisconsin for proper disposal. A listing of the soil manifests is included. The excavation was then filled with the overburden and clean imported fill material.

The free product observed in 2004 appears to have been water within the fill containing asphaltic petroleum impacts to generate a thin layer of oil like residue. These soils have now been removed and based on observations and field screening, no free product was noted during or following the soil removal activities. The field observations indicate that no significant staining was remaining in the walls or base of the excavation.

Soil Removal and Disposal (Former Gun Range Area)

As indicated earlier, a soil berm utilized as part of a gun range was located in the central portion of the site. A soil sample collected from the face of the soil pile/berm (SP) contained a high concentration of lead; however, additional soil

sampling around the soil pile/berm (S1, S2, B1500, and B2400) only contained lead at concentrations slightly above the DNR groundwater residual contaminant level (RCL). As such, the lead impacts were confined to the face of the soil pile/berm.

On October 20, 2023, FEC was on site to collect a soil sample (CS-1) from the face of the soil pile/berm for disposal approval for soil to be excavated from the former gun range area. A copy of the analytical results and the Waste Management soil profile are included.

On December 13, 2023, FEC was on site to coordinate the removal of soil from the face and base of the soil pile/berm. Soil was excavated, screened to remove any potential bullet fragments, and loaded into trucks for transport to the landfill. The excavation area included the face and base of the soil pile/berm and was approximately 9 feet by 100 feet with the soils within the top 2 feet being removed. Approximately 102 tons of material was loaded and transported by LaLonde Contractors to the Orchard Ridge landfill in Menomonee Falls, Wisconsin for proper disposal. A listing of the soil manifests is included. Two confirmation samples (CS-2 and CS-3) were collected from the base of the excavation. The results of the confirmation soil sampling indicated that no significant lead impacts were remaining in the soil samples collected from the base of the soil excavation.

Methane Testing

During October 2003, the temporary monitoring points installed in the probeholes were monitored for the presence of methane. Before the initiation of the methane monitoring, each temporary well was fitted with a slip cap containing a valve and hose barb. Methane was monitored five times over a 10-day period using a Gastech® model NP-204 natural gas meter. Methane readings were collected by placing the gas meter probe on the valve of the gas probe, opening the valve, and recording the stabilized reading.

Methane readings were detected in temporary points B600, B1000, B1500, and B1700. The highest methane readings were noted in B1700; however, were still less than 2 percent of the lower explosive limit (LEL). Overall, methane readings were inconsistent over the sampling period. None of the recorded readings collected in any monitoring point exceeded the LEL. In addition, no debris/fill material that would generate methane through decomposition was noted on the site.

On May 8, 2024, FEC was on site to conduct methane testing from the remaining groundwater monitoring wells and from B1700. The other temporary points sampled in 2003 were damaged and subsequently abandoned. The monitoring was conducted with a Rae Systems MultiRAE Plus multiple-gas monitor equipped with a sensor to detect methane as a % of the LEL.

Methane readings were collected by inserting the gas meter tubing into and closing the well or monitoring point and recording the stabilized reading. The results of the monitoring indicated no methane present within the groundwater monitoring wells and B1700. Based on no fill material (refuse) that would be considered methane producing having been encountered at the site and the results of the additional methane testing, it does not appear that the fill present on site would be considered a risk to produce methane in the future.

Historic fill Evaluation

Numerous subsurface explorations have been conducted on the site. The subsurface exploration indicates that the surficial materials throughout the subject property generally consist of approximately 4± to 10± feet of extremely variable brown to dark brown silty clay to silty sand fill material with variable amounts of gravel, asphalt, organic matter, concrete, and various other debris material. In several test pits located in the northeast corner of the subject property and west of the existing driveway a black silty fine sand, possible cinders and/or possible foundry sand was encountered extending to a depth of 5½ to 6± feet below the existing ground surface. The underlying naturally occurring soils generally consist of light brown to brown silty fine sand to clayey silt with variable amounts of clay, gravel, rock fragments, and silt seams to the maximum depths explored.

Based on information obtained from the records review and previous subsurface explorations, fill material is present over the northern two-thirds of the Property. The fill was placed in areas on the property that were formerly quarried. The fill material consists predominately of silt, clay, and sand. Concrete, asphalt, metal, bricks, and other demolition debris were noted in several boreholes and test pits. Also, cinders and ash were noted in boreholes located primarily in the northeastern portions of the Property. Since much of the "fill area" consists of silt, sand, and clay and inert construction demolition waste, foundry sands and cinders and ash (normally exempt from Chapter NR 500, Wisconsin Administrative Code regulations), it would not be required to construct a cap meeting the requirements of section NR 506.08, Wisconsin Administrative Code (s. NR 506.08, Wis. Adm. Code) across the entire area containing fill material.

Proposed Redevelopment

The property is currently zoned residential and owned by 6529 W Highland LLC. The property is proposed to be further filled by LaLonde Contractors as part of their business operations. The grade of the northern portion of the site, which contains the historic fill material, is proposed to be raised by 5 feet or more. This will further cap the historic impacts present in the fill at the site. The property is then proposed to be redeveloped with residential lots. The redevelopment is proposed to incorporate some type of association that would detail rules of construction and retain responsibility for maintenance of the cap.

Conclusions

Numerous environmental assessments have been conducted on the property. Based on recent correspondence with the DNR, additional actions were required and included: covering the entire fill area, obtaining an exemption to build on a historic fill site prior to any construction, a minimum of one year of quarterly monitoring to establish contaminant trends, removal of any free phase petroleum in the former asphalt batch plant area to the extent practicable, and methane monitoring.

The scope of work conducted by FEC was to conduct four additional rounds of groundwater monitoring from the on-site groundwater wells, coordinate and document the removal and disposal of the petroleum contaminated soil near the former asphalt batch plant, coordinate and document the removal and disposal of the lead contaminated soil near the former gun range, conduct methane testing, and evaluate the historic fill for proposed property development.

The results of the groundwater analytical testing did not indicate concentrations of VOCs or RCRA metals above the DNR groundwater quality standards. The results of the groundwater monitoring were consistent with the previous groundwater monitoring that has been conducted on the site.

Approximately 84 tons of asphaltic petroleum impacted soil were removed from the former batch plant area and properly disposed of. Free product was not observed during or following the soil removal activities. The field observations indicate that no significant staining was remaining in the walls or base of the excavation.

Approximately 102 tons of lead impacted soil were removed from the former gun range area and properly disposed of. The results of the confirmation sampling indicate that no significant lead impacts were remaining in the soil samples collected from the base of the soil excavation.

Methane testing has been conducted at the site. Based on no fill material (refuse) that would be considered methane producing having been encountered at the site and the results of the additional methane testing, it does not appear that the fill present on site would be considered a risk to produce methane in the future.

Historic fill soils are located on the site. It does not appear that these soils are a significant risk to human health or the environment. It is understood that future development will include obtaining a historic fill construction exemption (HFE), capping, and a cap maintenance plan as part of site development and closure. Historic fill soil removed from the site as part of future development would need to be properly managed.

We appreciate this opportunity to provide a status update on the former Icke and Bublitz, Inc., property located at 6529 West Highland Road. Please call us at (414) 228-9815 if you have any questions.

Respectfully,

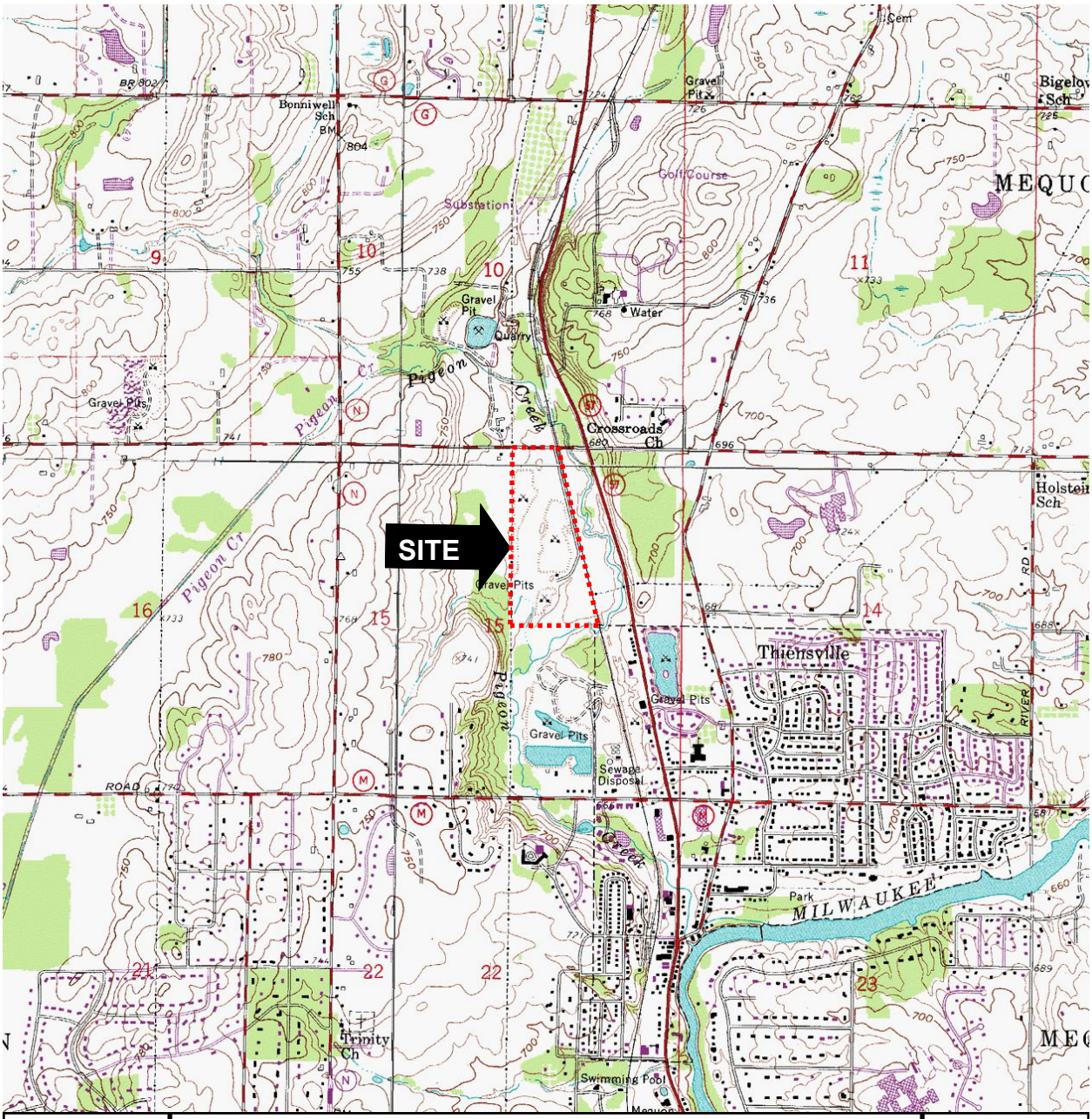
Friess Environmental Consulting, Inc.

Trenton J. Ott
Project Manager

Richard W. Frieseke, P.E.
President

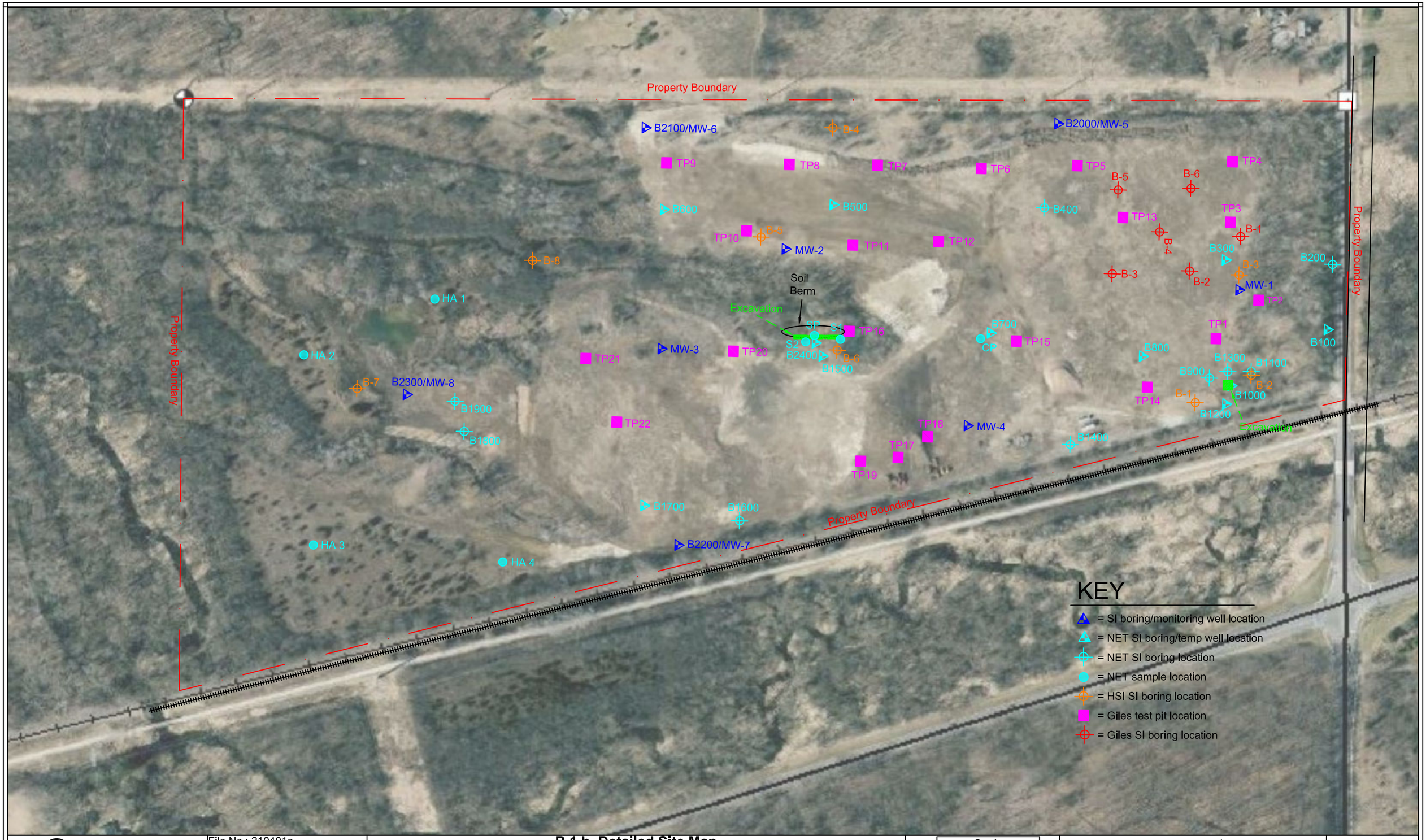
Enclosures

210401 Status Report



Approximate Scale 1” = 2,500’	United States Geological Survey Topographic Map Thiensville Quadrangle NW & SW 1/4 of the NE 1/4 of Section 15 Township 9 North, Range 21 East	NORTH

FRIESS ENVIRONMENTAL CONSULTING, INC.	**Vicinity Diagram** 6529 West Highland Road Mequon, WI	Figure B.1.a.



FRIESS ENVIRONMENTAL CONSULTING, INC.

File No.:	210401a
DWG Date:	12-30-24
Rev Date:	
Drawn By:	TJO
Checked By (PM):	TJO

B.1.b. Detailed Site Map
Former Icke & Bublitz Property
6529 W. Highland Road
Mequon, Wisconsin

Scale
0 185
1 inch = 185 feet
All dimensions on this diagram are approximate

NORTH

Figure
B.1.b.

Friess Environmental Consulting, Inc.
Guide to Abbreviations
in Laboratory Data Tables

< = Less than the specified detection limit.
DO = Dissolved Oxygen
ES = Enforcement Standard
DRO = Diesel range organics
GRO = Gasoline range organics
iu = instrument units
MTBE = Methyl-tert butyl ether
mV = Millivolts
NA = Not analyzed for indicated parameter
NM = Not measured for indicated parameter
NR = No recovery at this interval.
NR 140 ES = Wisconsin Administrative Code NR 140 Groundwater Quality Enforcement Standard
NR 140 PAL = Wisconsin Administrative Code NR 140 Groundwater Quality Preventive Action Limit
NR 720 Groundwater RCL = Wisconsin Administrative Code NR 720 Residual Contaminant Level for the protection of groundwater via the U.S. EPA's Regional Screening Level Web-Calculator per DNR draft document RR-890
NR 720 Non-Industrial DC RCL = Wisconsin Administrative Code NR 720 Non-Industrial Residual Contaminant Level for direct contact via the U.S. EPA's Regional Screening Level Web-Calculator per DNR draft document RR-890
Note: NR 720 values are calculated utilizing the U.S. EPA's Regional Screening Level Web-Calculator per DNR draft document RR-890.
NS = No NR 140 ES/PAL or NR 720 RCL standard has been established.
ORP = Oxidation-reduction potential
PAL = Preventive Action Limit
PID = Photoionization detector
ppb = parts per billion
ppm = parts per million
RCL = Residual contaminant level as established in WAC Chapter NR 720
TMBs = Trimethylbenzenes (combined 1,2,4- and 1,3,5-trimethylbenzene)
umhos = Micromhos

Table A.1.a. (Page 1 of 2)
Groundwater VOC Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	Benzene (ppb)	Ethyl-benzene (ppb)	MTBE (ppb)	Naph-thalene (ppb)	Toluene (ppb)	Combined TMBs (ppb)	Total Xylenes (ppb)
B100	9/20/1990	0.23 J	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
B300	9/20/1990	0.38 J	<0.16	<0.22	<0.26	0.57	<0.26	<0.46
B500	9/20/1990	0.44 J	<0.16	<0.22	0.43 J	<0.15	<0.26	<0.46
B600	9/20/1990	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
B700	9/20/1990	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
B800	9/20/1990	*0.56*	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
B1000	9/20/1990	<1.70	33.0	<2.20	**141**	<1.50	*274*	14.0
B1200	9/20/1990	0.29 J	<0.16	<0.22	<0.26	<0.15	0.64	<0.46
B1500	9/20/1990	<0.17	<0.16	<0.22	<0.26	0.48	<0.26	<0.46
B1700	9/20/1990	*0.50 J*	<0.16	<0.22	<0.26	0.82	<0.26	<0.46
SW-1	5/27/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
SW-2	6/2/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
MW-1	9/20/1990	<5.00	<5.00	NA	NA	<5.00	NA	NA
	5/8/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
	8/29/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
	8/16/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	11/24/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	3/11/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
	7/13/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
MW-2	9/20/1990	<5.00	<5.00	NA	NA	<5.00	NA	NA
	5/8/2003	<0.17	<0.16	<0.22	<0.26	5.10	<0.26	<0.46
	8/29/2003	<0.17	<0.16	<0.22	<0.26	0.35 J	<0.26	<0.46
	8/16/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	11/24/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	3/11/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
	7/13/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
ES (ppb)	-	*5*	*700*	*60*	*100*	*1,000*	*480*	*10,000*
PAL (ppb)	-	*0.5*	*140*	*12*	*10*	*200*	*96*	*1,000*

Notes:

1. Only the detected compounds are presented.
2. Concentrations in ***blue italics*** exceed their respective NR 140 preventive action limits (PALs).
3. Concentrations in **red bold** exceed their respective NR 140 enforcement standards (ESs).
4. NA: Not analyzed for that parameter.

Table A.1.a. (Page 2 of 2)
Groundwater VOC Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	Benzene (ppb)	Ethyl-benzene (ppb)	MTBE (ppb)	Naph-thalene (ppb)	Toluene (ppb)	Combined TMBs (ppb)	Total Xylenes (ppb)
MW-3	9/20/1990	<5.00	<5.00	NA	NA	<5.00	NA	NA
	5/8/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
	8/29/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
	8/16/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	11/24/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	3/11/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
	7/13/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
MW-4	9/20/1990	<5.00	<5.00	NA	NA	<5.00	NA	NA
	5/8/2003	<0.17	<0.16	<0.22	<0.26	0.54	<0.26	<0.46
	8/29/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
	8/16/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	11/24/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	3/11/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
	7/13/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
MW-5	8/29/2003	<0.17	<0.16	<0.22	<0.26	<0.15	<0.26	<0.46
	8/16/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	11/24/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	3/11/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
	7/13/2022	<0.30	<0.33	<0.47	<1.40	<0.33	<0.76	<1.01
MW-6	8/29/2003	0.20 J	<0.16	<0.22	<0.26	0.50	0.33 J	<0.46
	8/16/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	11/24/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	3/11/2022	<0.30	<0.33	<0.47	<1.40	0.33 J	<0.76	<1.01
	7/13/2022	<0.30	<0.33	<0.47	<1.40	0.33 J	<0.76	<1.01
MW-7	8/29/2003	0.33 J	<0.16	<0.22	<0.26	0.33 J	<0.26	<0.46
MW-8	8/29/2003	0.25 J	<0.16	<0.22	<0.26	0.30 J	<0.26	<0.46
	8/16/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	11/24/2021	<0.38	<0.37	<0.46	<1.40	<0.42	<0.73	<1.38
	3/11/2022	<0.30	<0.33	<0.47	<1.40	0.44 J	<0.76	<1.01
	7/13/2022	<0.30	<0.33	<0.47	<1.40	0.44 J	<0.76	<1.01
ES (ppb)	-	*5*	*700*	*60*	*100*	*1,000*	*480*	*10,000*
PAL (ppb)	-	*0.5*	*140*	*12*	*10*	*200*	*96*	*1,000*

Notes:

1. Only the detected compounds are presented.
2. Concentrations in ***blue italics*** exceed their respective NR 140 preventive action limits (PALs).
3. Concentrations in **red bold** exceed their respective NR 140 enforcement standards (ESs).
4. NA: Not analyzed for that parameter.

Table A.1.b.
Groundwater PAH Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	Acena-phthene (ppb)	Acena-phthylene (ppb)	Anthra-cene (ppb)	Benzo (a) anthracene (ppb)	Benzo (a) pyrene (ppb)	Benzo (b) fluor-anthene (ppb)	Benzo (g,h,i) perylene (ppb)	Benzo (k) fluor-anthene (ppb)	Chrysene (ppb)	Dibenzo (a,h) anthra-cene (ppb)	Fluor-anthrene (ppb)	Flourene (ppb)	Indeno (1,2,3-cd) pyrene (ppb)	1-Methyl Naph-thalene (ppb)	2-Methyl Naph-thalene (ppb)	Naph-thalene (ppb)	Phen-anthrene (ppb)	Pyrene (ppb)
MW-1	8/29/2003	<0.032	<0.015	<0.023	<0.031	<0.008	<0.033	<0.016	<0.024	<0.028	<0.037	<0.024	<0.015	<0.021	<0.026	<0.03	<0.026	<0.045	<0.023
MW-2	8/29/2003	<0.032	<0.015	<0.023	<0.031	<0.008	<0.033	<0.016	<0.024	<0.028	<0.037	<0.024	<0.015	<0.021	<0.026	<0.03	0.033 J	<0.045	<0.023
MW-3	8/29/2003	<0.032	<0.015	<0.023	0.062 J	*0.073*	*0.077 J*	0.025 J	0.041 J	*0.060 J*	<0.037	0.10	0.026 J	0.032 J	<0.026	<0.03	0.027 J	<0.045	0.077
MW-4	8/29/2003	<0.032	<0.015	<0.023	<0.031	<0.008	<0.033	<0.016	<0.024	<0.028	<0.037	<0.024	<0.015	<0.021	<0.026	<0.03	<0.026	<0.045	<0.023
MW-5	8/29/2003	<0.032	<0.015	<0.023	<0.031	<0.008	<0.033	<0.016	<0.024	<0.028	<0.037	<0.024	<0.015	<0.021	<0.026	<0.03	0.029 J	<0.045	<0.023
MW-6	8/29/2003	<0.032	<0.015	<0.023	<0.031	<0.008	<0.033	<0.016	<0.024	<0.028	<0.037	0.026 J	<0.015	<0.021	0.030 J	0.033 J	0.031 J	<0.045	<0.023
MW-7	8/29/2003	<0.032	<0.015	<0.023	<0.031	<0.008	<0.033	<0.016	<0.024	<0.028	<0.037	<0.024	<0.015	<0.021	<0.026	<0.03	<0.026	<0.045	<0.023
MW-8	8/29/2003	<0.032	<0.015	<0.023	<0.031	<0.008	<0.033	<0.016	<0.024	<0.028	<0.037	<0.024	<0.015	<0.021	<0.026	<0.03	<0.026	<0.045	<0.023
NR 140 ES		*NS*	*NS*	*3,000*	*NS*	*0.2*	*0.2*	*NS*	*NS*	*0.2*	*NS*	*400*	*400*	*NS*	*NS*	*NS*	*100*	*NS*	*250*
NR 140 PAL		*NS*	*NS*	*600*	*NS*	*0.02*	*0.02*	*NS*	*NS*	*0.02*	*NS*	*80*	*80*	*NS*	*NS*	*NS*	*10*	*NS*	*50*

Notes:
1. Concentrations in ***blue italics*** exceed their respective NR 140 preventive action limits (PALs).
2. Concentrations in **red bold** exceed their respective NR 140 enforcement standards (ESs).
3. NS: No standard for that parameter

Table A.1.c. (Page 1 of 2)
Groundwater Metals Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	Arsenic (ppb)	Baruim (ppb)	Cadmium (ppb)	Chromium (ppb)	Lead (ppb)	Mercury (ppb)	Selenium (ppb)	Silver (ppb)
B100	6/3/2003	<6.00	<70.0	<10.0	<20.0	<50.0	*0.50*	<6.50	<10.0
B700	6/3/2003	*9.20*	<70.0	<10.0	<20.0	<50.0	**3.00**	<6.50	<10.0
B1000	6/4/2003	*5.30*	<70.0	<10.0	<20.0	<50.0	*0.30*	<6.50	<10.0
B1500	6/4/2003	<1.20	<70.0	<10.0	<20.0	<50.0	*0.30*	<6.50	<10.0
B1700	6/4/2003	<1.20	<70.0	<10.0	<20.0	<50.0	**23.0**	<6.50	<10.0
B2400	8/28/2003	NA	NA	NA	NA	<1.50	NA	NA	NA
MW-1	9/20/1990	<10.0	110	<10.0	<10.0	**170**	<0.40	<20.0	<10.0
	5/8/2003	<1.20	<70.0	<10.0	<20.0	<50.0	*0.80*	<6.50	<10.0
	8/29/2003	<5.00	<400	<5.00	<10.0	<1.50	*0.428*	<10.0	*13.4*
	8/16/2021	<4.40	35.1	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	11/24/2021	<4.40	55.3	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	3/11/2022	*1.10 J*	53.1	<3.10	<4.30	<0.80	<0.10	<1.10	<8.60
	7/13/2022	<0.80	55.8	<3.74	<3.54	1.00 J	<0.10	<1.10	<8.60
MW-2	9/20/1990	<10.0	640	<10.0	10.0	<100	<0.40	<20.0	<10.0
	5/8/2003	*5.20*	79.0 J	<10.0	<20.0	**60.0 J**	**2.70**	<6.50	<10.0
	8/29/2003	*6.63*	<400	<0.50	<10.0	<1.50	*0.308*	<10.0	*12.8*
	8/16/2021	<4.40	45.8	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	11/24/2021	<4.40	86.9	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	3/11/2022	*1.80 J*	89.3	<3.10	<4.30	<0.80	<0.10	1.10 J	<8.60
	7/13/2022	<0.80	71.6	<3.74	<3.54	<0.80	<0.10	<1.10	<8.60
MW-3	9/20/1990	<10.0	90.0	<10.0	10.0	<100	*0.60*	<20.0	<10.0
	5/8/2003	*3.30*	<70.0	<10.0	<20.0	<50.0	*1.20*	<6.50	<10.0
	8/29/2003	**12.6**	<400	<0.50	<10.0	<21.0	*0.634*	<10.0	*12.6*
	8/16/2021	<4.40	23.2	<0.48	1.78 J	<2.99	<0.10	<7.35	<1.54
	11/24/2021	<4.40	74.4	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	3/11/2022	*1.90 J*	51.3	<3.10	<4.30	<0.80	<0.10	<1.10	<8.60
	7/13/2022	<0.80	35.5	<3.74	<3.54	<0.80	<0.10	<1.10	<8.60
ES (ppb)	-	*10*	*2,000*	*5*	*100*	*15*	*2*	*50*	*50*
PAL (ppb)	-	*1*	*400*	*1*	*10*	*5*	*0.2*	*10*	*10*

Notes:
1. Concentrations in ***blue italics*** exceed their respective NR 140 preventive action limits (PALs).
2. Concentrations in **red bold** exceed their respective NR 140 enforcement standards (ESs).
3. NA: Not analyzed for that parameter.

Table A.1.c. (Page 2 of 2)
Groundwater Metals Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	Arsenic (ppb)	Baruim (ppb)	Cadmium (ppb)	Chromium (ppb)	Lead (ppb)	Mercury (ppb)	Selenium (ppb)	Silver (ppb)
MW-4	9/20/1990	<10.0	80.0	<10.0	<10.0	**150**	<0.40	<20.0	<10.0
	5/8/2003	<1.20	<70	<10.0	<20.0	**50.0 J**	*1.90*	<6.50	<10.0
	8/29/2003	<5.00	<400	<0.50	<10.0	<1.50	*0.50*	<10.0	*14.9*
	8/16/2021	<4.40	33.1	<0.48	1.75 J	<2.99	<0.10	<7.35	<1.54
	11/24/2021	<4.40	73.2	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	3/11/2022	*1.30 J*	56.5	<3.10	<4.30	<0.80	<0.10	<1.10	<8.60
	7/13/2022	<0.80	69.8	<3.74	<3.54	<0.80	<0.10	<1.10	<8.60
MW-5	8/29/2003	<5.00	<400	<0.50	<10.0	<1.50	*0.65*	<10.0	*13.5*
	8/16/2021	*6.40 J*	20.4	<0.48	1.85 J	*5.07 J*	<0.10	<7.35	<1.54
	11/24/2021	<4.40	61.6	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	3/11/2022	*1.10 J*	43.4	<3.10	<4.30	<0.80	<0.10	<1.10	<8.60
	7/13/2022	<0.80	40.6	<3.74	<3.54	1.50 J	<0.10	<1.10	<8.60
MW-6	8/29/2003	<5.00	<400	<0.50	<10.0	<0.15	*0.668*	<10.0	*13.0*
	8/16/2021	<4.40	44.1	<0.48	2.77 J	<2.99	<0.10	<7.35	<1.54
	11/24/2021	<4.40	53.4	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	3/11/2022	*1.60 J*	104	<3.10	<4.30	4.50	<0.10	1.10	<8.60
	7/13/2022	*3.10*	127	<3.74	<3.54	<0.80	<0.10	<1.10	<8.60
MW-7	5/8/2003	<5.00	<400	<0.50	<10.0	<1.50	*0.415*	<10.0	*12.2*
MW-8	8/29/2003	<5.00	<400	<0.50	<10.0	<1.50	*0.476*	<10.0	*13.4*
	8/16/2021	<4.40	46.8	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	11/24/2021	<4.40	88.1	<0.48	<1.40	<2.99	<0.10	<7.35	<1.54
	3/11/2022	*1.40 J*	106	<3.10	4.60 J	<0.80	<0.10	<1.10	<8.60
	7/13/2022	*1.00 J*	110	<3.74	<3.54	3.00	<0.10	<1.10	<8.60
ES (ppb)	-	*10*	*2,000*	*5*	*100*	*15*	*2*	*50*	*50*
PAL (ppb)	-	*1*	*400*	*1*	*10*	*5*	*0.2*	*10*	*10*

Notes:
1. Concentrations in ***blue italics*** exceed their respective NR 140 preventive action limits (PALs).
2. Concentrations in **red bold** exceed their respective NR 140 enforcement standards (ESs).
3. NA: Not analyzed for that parameter.

Table A.2.a. (Page 1 of 2)
Soil VOC Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	S/US	Benzene (ppb)	Ethyl-benzene (ppb)	Methyl tert-butyl ether (ppb)	Naph-thalene (ppb)	Tetra-chloro-ethene (ppb)	Toluene (ppb)	1,1,1-Trichloro-ethane (ppb)	Tri-chloro-ethene (ppb)	Combined Trimethyl-benzenes (ppb)	Total Xylenes (ppb)
HIS B-5: 6-7.5 FT	4/8/1988	US	*26.0*	<2.00	NA	NA	<1.00	15.0	2.00	*4.00*	NA	86.0
Giles B-3: 2-3.5 FT	9/17/1990	US	*9.00*	12.0	NA	NA	<1.00	11.0	2.00	*8.00*	NA	NA
NET B100: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B100: 6-8 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B200: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B200: 6-8 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B300: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	*110*	<50.0	<75.0
NET B300: 8-10 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B400: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B400: 8-10 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B500: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	*2,400*	<25.0	54.0	<25.0	<25.0	87.0	<75.0
NET B500: 6-8 FT	6/2/2003	S	<25.0	<25.0	<25.0	69.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B600: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B600: 8-10 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B700: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B700: 10-12 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B800: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B800: 8-10 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B900: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B900: 10-12 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1000: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1000: 6-8 FT	6/2/2003	S	<25.0	153	<25.0	*1,000*	<25.0	<25.0	<25.0	<25.0	*2,469*	92.0
NET B1100: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1100: 6-8 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1200: 2-4 FT	6/2/2003	US	<25.0	<25.0	<25.0	48.0 J	<25.0	<25.0	<25.0	<25.0	319	<75.0
NET B1200: 6-8 FT	6/2/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1300: 2-4 FT	6/3/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1300: 10-12 FT	6/3/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NR 720 Groundwater RCL			*5.0*	*1,600*	*27*	*660*	*4.5*	*1,100*	*140*	*4.0*	*1,400*	*4,000*
NR 720 Residential DC RCL			*1,600*	*8,020*	*63,800*	*2,400*	*33,000*	*818,000*	*640,000*	*1,300*	*219K/182K*	*260,000*
NR 720 Industrial DC RCL			*7,070*	*35,400*	*282,000*	*10,200*	*145,000*	*818,000*	*640,000*	*8,410*	*219K/182K*	*260,000*

Note: Only the detected compounds are presented.
Note: NR 720 values calculated utilizing the U.S. EPA's RSL Web-Calculator per DNR document RR-890 (updated October 2024) .
Note: Concentrations that exceed their respective RCLs for the protection of groundwater are in *blue italics* .
Note: Concentrations that exceed their respective non-industrial RCLs for direct contact are underlined.
Note: Concentrations that exceed their respective industrial RCLs for direct contact are in [brackets].
Note: "J" indicates slight detection above the level of detection but less than the level of quantification.
Note: NA indicates not analyzed for that parameter.

Table A.2.a. (Page 2 of 2)
Soil VOC Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	S/US	Benzene (ppb)	Ethyl-benzene (ppb)	Methyl tert-butyl ether (ppb)	Naph-thalene (ppb)	Tetra-chloro-ethene (ppb)	Toluene (ppb)	1,1,1-Trichloro-ethane (ppb)	Tri-chloro-ethene (ppb)	Combined Trimethyl-benzenes (ppb)	Total Xylenes (ppb)
NET B1400: 2-4 FT	6/3/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1400: 6-8 FT	6/3/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1500: 2-4 FT	6/3/2003	US	<25.0	<25.0	<25.0	83.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1500: 6-8 FT	6/3/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1600: 0-2 FT	6/3/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1600: 6-8 FT	6/3/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1700: 0-2 FT	6/3/2003	US	<25.0	<25.0	<25.0	*4,000*	<25.0	<25.0	<25.0	<25.0	397	212
NET B1700: 6-8 FT	6/3/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1800: 0-2 FT	6/3/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1800: 6-8 FT	6/3/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1900: 0-2 FT	6/3/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B1900: 6-8 FT	6/3/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B2000: 2-4 FT	8/28/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B2100: 6-8 FT	8/28/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B2200: 6-8 FT	8/28/2003	S	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET B2300: 2-4 FT	8/28/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET HA1: 0-2 FT	8/28/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET HA2: 0-2 FT	8/28/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET HA3: 0-2 FT	8/28/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
NET HA4: 0-2 FT	8/28/2003	US	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<25.0	<50.0	<75.0
FEC S-1: 0-2 FT	9/21/2021	US	<25.0	215	<36.0	610	<39.0	51.0 J	<30.0	<39.0	277 J	219 J
NR 720 Groundwater RCL			*5.0*	*1,600*	*27*	*660*	*4.5*	*1,100*	*140*	*4.0*	*1,400*	*4,000*
NR 720 Residential DC RCL			*1,600*	*8,020*	*63,800*	*2,400*	*33,000*	*818,000*	*640,000*	*1,300*	*219K/182K*	*260,000*
NR 720 Industrial DC RCL			*7,070*	*35,400*	*282,000*	*10,200*	*145,000*	*818,000*	*640,000*	*8,410*	*219K/182K*	*260,000*

Note: Only the detected compounds are presented.
Note: NR 720 values calculated utilizing the U.S. EPA's RSL Web-Calculator per DNR document RR-890 (updated October 2024) .
Note: Concentrations that exceed their respective RCLs for the protection of groundwater are in *blue italics* .
Note: Concentrations that exceed their respective non-industrial RCLs for direct contact are underlined.
Note: Concentrations that exceed their respective industrial RCLs for direct contact are in [brackets].
Note: "J" indicates slight detection above the level of detection but less than the level of quantification.
Note: NA indicates not analyzed for that parameter.

Table A.2.b.
Soil PAH Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	S/US	Acena-phthene (ppb)	Acena-phthylene (ppb)	Anthracene (ppb)	Benzo (a) anthra-cene (ppb)	Benzo (a) pyrene (ppb)	Benzo (b) fluor-anthene (ppb)	Benzo (g,h,i) perylene (ppb)	Benzo (k) fluor-anthene (ppb)	Chrysene (ppb)	Dibenzo (a,h) anthra-cene (ppb)	Fluor-anthene (ppb)	Fluorene (ppb)	Indeno (1,2,3-cd) pyrene (ppb)	1-Methyl Naph-thalene (ppb)	2-Methyl Naph-thalene (ppb)	Naph-thalene (ppb)	Phen-anthrene (ppb)	Pyrene (ppb)
NET B100: 2-4 FT	6/2/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	74.0 J	<32.0	<56.0	<47.0	29.0 J	<39.0	358	52.0 J
NET B200: 2-4 FT	6/2/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	66.0	<32.0	<56.0	<47.0	<22.0	<39.0	352	63.0
NET B300: 2-4 FT	6/2/2003	US	<560	<640	<920	<660	<860	<840	<640	<900	<920	<940	1,400 J	<640	<1,120	<940	<440	<780	1,100 J	1,300 J
NET B400: 2-4 FT	6/2/2003	US	3,900 J	<3,200	16,000	19,000	*[17,000]*	*21,000*	4,000 J	11,000 J	*20,000*	<4,700	51,000	4,600 J	<5,600	<4,700	<2,200	<3,900	37,000	42,000
NET B500: 2-4 FT	6/2/2003	US	480 J	<320	1,000 J	1,200	*1,200 J*	*1,600*	<320	830 J	*1,300 J*	<470	3,100	480 J	<560	<470	<220	<390	2,500	2,500
NET B700: 2-4 FT	6/2/2003	US	<28.0	<32.0	<46.0	34.0 J	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	78.0 J	<32.0	<56.0	<47.0	38.0 J	<39.0	330	64.0 J
NET B700: 10-12 FT	6/2/2003	S	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	<39.0
NET B800: 2-4 FT	6/2/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	<39.0
NET B900: 2-4 FT	6/2/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	<39.0
NET B1000: 2-4 FT	6/2/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	<39.0
NET B1000: 6-8 FT	6/2/2003	S	310	68.0 J	150	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	58.0 J	440	<56.0	640	750	140	670	58.0 J
NET B1100: 2-4 FT	6/2/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	<39.0
NET B1200: 2-4 FT	6/3/2003	US	86.0 J	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	87.0 J	<56.0	[1,200]	570	290	130	<39.0
NET B1300: 2-4 FT	6/3/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	<39.0
NET B1400: 2-4 FT	6/3/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	43.0 J	<39.0
NET B1500: 2-4 FT	6/3/2003	US	<560	<640	960 J	1,500 J	*1,500 J*	<840	<640	<900	*2,300 J*	<940	1,100 J	<640	<1,120	960 J	790 J	<780	6,200	12,000
NET B1600:6-8 FT	6/3/2003	US	<140	<160	<230	<165	<215	<210	<160	<225	<230	<235	<150	<160	<280	<235	<110	<195	<180	<195
NET B1700: 0-2 FT	6/3/2003	US	1,100	450 J	3,600	6,300	*[7,000]*	*8,200*	1,300	4,000	*7,100*	<470	5,800	1,200	1,400 J	*[4,000]*	7,400	*2,400*	8,000	9,800
NET B1800: 0-2 FT	6/3/2003	US	<28.0	<32.0	<46.0	44.0 J	44.0 J	48.0 J	<32.0	<45.0	<46.0	<47.0	94.0 J	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	83.0 J
NET B1900: 0-2 FT	6/3/2003	US	<28.0	<32.0	<46.0	<33.0	<43.0	<42.0	<32.0	<45.0	<46.0	<47.0	<30.0	<32.0	<56.0	<47.0	<22.0	<39.0	<36.0	<39.0
NR 720 Groundwater RCL			*NS*	*NS*	*197,000*	*NS*	*470*	*480*	*NS*	*NS*	*140*	*NS*	*89,000*	*15,000*	*NS*	*NS*	*NS*	*660*	*NS*	*55,000*
NR 720 Non-industrial DC RCL			*3,590,000*	*NS*	*17,900,000*	*1,140*	*115*	*1,150*	*NS*	*11,500*	*115,000*	*115*	*2,390,000*	*2,390,000*	*1,150*	*265*	*239,000*	*2,400*	*NS*	*1,790,000*
NR 720 Industrial DC RCL			*45,200,000*	*NS*	*100,000,000*	*20,800*	*2,110*	*21,100*	*NS*	*211,000*	*2,110,000*	*2,110*	*30,100,000*	*30,100,000*	*21,100*	*1,110*	*3,010,000*	*10,200*	*NS*	*22,600,000*

Note: NR 720 values are calculated utilizing the U.S. EPA's Regional Screening Level Web-Calculator per DNR draft document RR-890 (updated October 2024) .
Note: Concentrations that exceed their respective RCLs for the protection of groundwater are in *blue italics* .
Note: Concentrations that exceed their respective non-industrial RCLs for direct contact are underlined.
Note: Concentrations that exceed their respective industrial RCLs for direct contact are in [brackets].
Note: "J" indicates slight detection above the level of detection but less than the level of quantification.

Table A.2.c.
Soil Metals Results
6529 West Highland Road
Mequon, Wisconsin

Sample Location	Sampling Date	S/US	Arsenic (ppm)	Baruim (ppm)	Cadmium (ppm)	Chromium (ppm)	Lead (ppm)	Mercury (ppm)	Selenium (ppm)	Silver (ppm)
Giles Pit 2 (TP2)	9/12/1990	US	*[8.20]*	49.0	*2.40*	5.30	*58.0*	0.072	<0.20	<0.10
NET B100: 2-4 FT	6/2/2003	US	*[5.30]*	9.90	<0.01	3.00	4.50	0.05	<0.30	<0.01
NET B200: 6-8 FT	6/2/2003	US	*[3.40]*	78.0	<0.01	11.0	14.0	0.07	<0.64	*1.40*
NET B300: 2-4 FT	6/2/2003	US	*[4.20]*	40.0	<0.01	12.0	*126*	0.03	<0.64	*1.60*
NET B400: 2-4 FT	6/2/2003	US	*[3.80]*	105	*0.75*	16.0	*76.0*	0.15	<0.25	*1.20*
NET B500: 2-4 FT	6/2/2003	US	*[5.70]*	116	*1.00*	11.0	*293*	0.10	<0.64	*1.20*
NET B600: 2-4 FT	6/2/2003	US	*[4.70]*	48.0	<0.01	8.80	18.0	0.05	<0.64	*1.60*
NET B700: 2-4 FT	6/2/2003	US	*[5.40]*	12.0	<0.01	3.30	3.10	<0.0002	<0.25	<0.01
NET B700: 10-12 FT	6/2/2003	S	*[8.10]*	33.0	<0.01	8.30	9.70	0.03	<0.64	*1.60*
NET B800: 2-4 FT	6/2/2003	US	*9.10]*	*479*	*2.80*	29.0	*[1,351]*	0.19	<0.64	*3.20*
NET B900: 10-12 FT	6/2/2003	US	*[3.60]*	27.0	<0.01	5.70	10.0	0.04	<1.40	*2.10*
NET B1000: 2-4 FT	6/2/2003	US	*[12.0]*	*590*	1.60	34.0	*[1,500]*	0.09	<1.30	*3.20*
CP	6/2/2003	US	*[12.0]*	11.0	<0.01	<0.02	8.50	<0.0002	<0.64	<0.01
NET B1200: 2-4 FT	6/3/2003	US	*[5.60]*	*736*	1.20	29.0	*[996]*	0.18	<1.30	*1.80*
NET B1400: 2-4 FT	6/3/2003	US	*[77.0]*	*202*	1.30	4.80	*122*	0.14	<0.64	<0.01
NET B1500: 2-4 FT	6/3/2003	US	*[3.50]*	43.0	0.54	6.10	20.0	0.03	<0.64	*1.90*
NET B1500: 6-8 FT	6/3/2003	S	*[3.20]*	34.0	<0.01	11.0	3.50	0.07	<1.50	*2.00*
NET B1600: 0-2 FT	6/3/2003	US	*[2.80]*	51.0	0.51	13.0	7.00	0.06	<0.64	0.73
NET B1700: 0-2 FT	6/3/2003	US	*[2.60]*	29.0	<0.01	5.40	13.0	0.06	<0.63	*2.80*
NET B1800: 0-2 FT	6/3/2003	US	*[4.80]*	37.0	0.72	11.0	*42.0*	0.10	<0.64	<0.01
SP	6/4/2003	US	NA	NA	NA	NA	*[8,179]*	NA	NA	NA
NET B2000: 2-4 FT	8/28/2003	US	*[3.69]*	61.7	<0.59	11.3	21.9	<0.0472	<2.95	<2.95
NET B2100: 6-8 FT	8/28/2003	US	<3.15	65.2	<0.631	9.11	13.0	<0.0505	<3.15	<3.15
NET B2200: 6-8 FT	8/28/2003	US	<2.79	<27.9	<0.559	6.23	9.58	<0.0447	<2.79	<2.79
NET B2300: 2-4 FT	8/28/2003	US	<2.94	<29.4	<0.589	4.12	4.42	<0.0471	<2.94	<2.94
NET B2400: 2-4 FT	8/28/2003	US	NA	NA	NA	NA	*41.3*	NA	NA	NA
NET HA 1: 0-2 FT	8/28/2003	US	*[3.82]*	<28.0	<0.56	6.56	8.06	<0.0448	<2.80	<2.80
NET HA 2: 0-2 FT	8/28/2003	US	0.117	68.8	0.68	18.8	15.4	0.117	<2.86	<2.86
NET HA 3: 0-2 FT	8/28/2003	US	*[4.99]*	<29.0	<0.58	14.8	18.7	0.0919	<2.90	<2.90
NET HA 4: 0-2 FT	8/28/2003	US	*[5.08]*	69.1	0.642	11.5	14.2	0.0958	<3.12	<3.12
NET S1: 0-2 FT	1/16/2004	US	NA	NA	NA	NA	*58.0*	NA	NA	NA
NET S2: 0-2 FT	1/16/2004	US	NA	NA	NA	NA	11.0	NA	NA	NA
FEC S-1: 0-2 FT	9/21/2021	US	*2.63*	132	0.423	19.5	*46.5*	<0.018	<0.764	<0.127
FEC CS-1: 0-2 FT	10/20/2023	US	NA	NA	NA	NA	*28.1*	NA	NA	NA
FEC CS-2: 0-2 FT	12/13/2023	US	NA	NA	NA	NA	6.28	NA	NA	NA
FEC CS-3: 0-2 FT	12/13/2023	US	NA	NA	NA	NA	11.0	NA	NA	NA
NR 720 Groundwater RCL			*0.58*	*165*	*0.75*	*360,000*	*27*	*0.21*	*0.52*	*0.85*
NR 720 Non-industrial DC RCL			*0.677*	*15,300*	*7.1*	*0.3/100K*	*200*	*3.13*	*391*	*391*
NR 720 Industrial DC RCL			*3*	*100,000*	*100*	*6.36/100K*	*800*	*3.13*	*5,840*	*5,840*
USGS Background Values			*8.3*	*364*	*1.1*	*44*	*52.0*	*NS*	*NS*	*NS*

Note: NR 720 values are calculated utilizing the EPA's Regional Screening Level Web-Calculator per DNR document RR-890 (updated October 2024).
Note: Concentrations that exceed their respective RCLs for the protection of groundwater are in *blue italics*.
Note: Concentrations that exceed their respective non-industrial RCLs for direct contact are underlined.
Note: Concentrations that exceed their respective industrial RCLs for direct contact are in [brackets].
Note: "J" indicates slight detection above the level of detection but less than the level of quantification.
Note: NA indicates not anlyzed for that parameter.

Table A.6.
Groundwater Elevations
6529 West Highland Road
Mequon, Wisconsin

Well Number	Date	Ground Surface Elevation	Top of Casing Elevation	*Depth to Water Below Casing	Depth to Water Below Ground	Groundwater Elevation	Elevation Change
MW-1	9/20/1990	682.33	684.90	8.41	5.84	**676.49**	**-**
	5/8/2003			6.73	4.16	**678.17**	**1.68**
	8/29/2003			9.37	6.80	**675.53**	**-2.64**
	8/16/2021			7.75	5.18	**677.15**	**1.62**
	11/24/2021			8.93	6.36	**675.97**	**-1.18**
	3/11/2022			8.45	5.88	**676.45**	**0.48**
	7/13/2022			8.32	5.75	**676.58**	**0.13**
MW-2	9/20/1990	679.35	682.91	13.00	9.44	**669.91**	**-**
	5/8/2003			11.59	8.03	**671.32**	**1.41**
	8/29/2003			13.73	10.17	**669.18**	**-2.14**
	8/16/2021			11.98	8.42	**670.93**	**1.75**
	11/24/2021			13.03	9.47	**669.88**	**-1.05**
	3/11/2022			12.62	9.06	**670.29**	**0.41**
	7/13/2022			12.50	8.94	**670.41**	**0.12**
MW-3	9/20/1990	675.90	678.79	7.22	4.33	**671.57**	**-**
	5/8/2003			5.78	2.89	**673.01**	**1.44**
	8/29/2003			10.21	7.32	**668.58**	**-4.43**
	8/16/2021			7.13	4.24	**671.66**	**3.08**
	11/24/2021			8.94	6.05	**669.85**	**-1.81**
	3/11/2022			8.44	5.55	**670.35**	**0.50**
	7/13/2022			8.46	5.57	**670.33**	**-0.02**
MW-4	9/20/1990	679.76	682.49	7.45	4.72	**675.04**	**-**
	5/8/2003			6.35	3.62	**676.14**	**1.10**
	8/29/2003			9.14	6.41	**673.35**	**-2.79**
	8/16/2021			7.40	4.67	**675.09**	**1.74**
	11/24/2021			8.75	6.02	**673.74**	**-1.35**
	3/11/2022			8.35	5.62	**674.14**	**0.40**
	7/13/2022			7.54	4.81	**674.95**	**0.81**
MW-5	8/29/2003	682.26	685.52	10.24	6.98	**675.28**	**-**
	8/16/2021			8.08	4.82	**677.44**	**2.16**
	11/24/2021			10.35	7.09	**675.17**	**-2.27**
	3/11/2022			9.75	6.49	**675.77**	**0.60**
	7/13/2022			8.99	5.73	**676.53**	**0.76**
MW-6	8/29/2003	679.63	682.86	13.73	10.50	**669.13**	**-**
	8/16/2021			12.04	8.81	**670.82**	**1.69**
	11/24/2021			13.51	10.28	**669.35**	**-1.47**
	3/11/2022			13.14	9.91	**669.72**	**0.37**
	7/13/2022			13.22	9.99	**669.64**	**-0.08**
MW-7	8/29/2003	674.14	677.19	9.50	6.45	**667.69**	**-**
	Well damaged - Abandoned						
MW-8	8/29/2003	670.03	673.53	6.40	2.90	**667.13**	**-**
	8/16/2021			4.84	1.34	**668.69**	**1.56**
	11/24/2021			4.94	1.44	**668.59**	**-0.10**
	3/11/2022			4.58	1.08	**668.95**	**0.36**
	7/13/2022			5.15	1.65	**668.38**	**-0.57**

*Measured from the north rim of the top of well casing.
All measurements are presented in feet.
Benchmark: Elevations referenced to the City of Milwaukee datum.

Table A.7. (Page 1 of 2)
Methane Gas Evaluation
6529 West Highland Road
Mequon, Wisconsin

Sample ID	Sampling Date	Methane (% LEL)
B100	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.0
	10/10/2003	0.0
B300	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.0
	10/10/2003	0.0
B500	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.0
	10/10/2003	0.0
B600	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.1
	10/10/2003	0.0
B700	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.0
	10/10/2003	0.0
B800	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.0
	10/10/2003	0.0

Table A.7. (Page 2 of 2)
Methane Gas Evaluation
6529 West Highland Road
Mequon, Wisconsin

Sample ID	Sampling Date	Methane (% LEL)
B1000	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.1
	10/10/2003	0.2
B1200	10/1/2003	0.0
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.0
	10/10/2003	0.0
B1500	10/1/2003	0.1
	10/3/2003	0.0
	10/5/2003	0.0
	10/8/2003	0.0
	10/10/2003	0.0
B1700	10/1/2003	0.0
	10/3/2003	2.0
	10/5/2003	0.0
	10/8/2003	1.1
	10/10/2003	1.3
	5/8/2024	0.0
MW-1	5/8/2024	0.0
MW-2	5/8/2024	0.0
MW-3	5/8/2024	0.0
MW-4	5/8/2024	0.0
MW-5	5/8/2024	0.0
MW-6	5/8/2024	0.0
MW-8	5/8/2024	0.0

City of Mequon

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

www.ci.mequon.wi.us

PUBLIC WORKS\ENGINEERING

Permit Application for Filling, Excavating and Berms

Engineering Division

PLEASE PRINT CLEARLY

Agent / Contact Name: MARK LaLonde Phone #: 414-788-0150

Property Owner Name: Mark LaLonde Phone #: 414-788-0150

Agent Or Owner Contact Address: 1609 Lincoln Ave, Waukesha WI 53186

Email Address: mark@LCLWI.com

Location Or Address Of Work Site: 6529 Highland Road

Or: Description _____ 1/4 Section _____ T9N, R _____E

Tax Key No. _____

Subdivision _____ Lot _____ Block _____

Estimated Date Of Completion: _____

Reason For Fill/Removal/Excavation Land Clean up.

_____

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

FEE COMPUTATION

$60.00 – 0 – 250 C.Y.

$120.00 – 251 C.Y. – 1,000 C.Y.

PLAN COMMISSION REVIEW FEE . – > 1,000 C.Y. Total Fee $_____

Total Cubic Yards To Be Deposited/Removed/Excavated 440,000 C.Y.*

** Over 1000 cubic yards and Berms greater than 4½- feet in height requires Planning Commission approval. Separate application to the next available Planning Commission meeting is necessary and review fees will be required upon submittal.*

Per Section 58-674 Erosion and Stormwater Runoff Control ordinance, any land disturbance greater than 4,000 s.f. will require an Erosion Control Permit.

SIGNED: _____ DATE: 11/5/2026

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

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

Haul Route Map Required ☐ *YES* ☐ *NO* ☐ *ATTACHED*

Erosion Control Permit Required ☐ *YES* ☐ *NO*

Department of Community Development Approval _____ *Date*_____

Engineering Division Approval _____ *Date*_____

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

www.cityofmequonwi.gov **Community Development**

TO: **Planning Commission**
FROM: **Jac Zader, Assistant Director Community Development**
DATE: **March 23, 2026**
SUBJECT: **JETZCO Members**

Background:
The city has received two separate zoning applications in the area where the city has exercised extraterritorial zoning authority over the Town of Grafton (see Exhibit D). The first request is for a one-acre parcel that would be split from the current 35.5-acre farmstead in the 2005 JETZCO area (see Exhibit A). Request two is for a 127-lot subdivision on 186 acres with on-site, private sewer and water service and located within the 2008 JETZCO area (see Exhibit B). Both applications require a rezoning from their current Agricultural zoning to R-3 (Single Family 1 acre).

The Common Council weighed in on the issue of extraterritorial zoning and decided to continue exercising extraterritorial zoning authority over the Town of Grafton. This requires convening the JETZCO committee which is made up of 3 citizen members of the Planning Commission designated by the mayor and 3 town members. The Mayor is asking for volunteers to fill the Mequon spots. The meetings will take place before the regularly scheduled Planning Commission meetings. A history of the extraterritorial zoning between Mequon and Grafton is included below.

History:
In 2003 and 2005, the City exercised extraterritorial zoning authority over all portions of Sections 28, 29, 31, 32 and 33, which lie in the Town of Grafton and within the extraterritorial zoning jurisdiction of the City of Mequon. This area includes the subject property for the first zoning request (Exhibit A). Not much development has occurred in this area since the city exercised its authority.

In July 2006, the Town of Grafton purportedly enacted an ordinance rezoning a portion of these lands from A-1 to R-3 (1-acre residential lots). The city was concerned about this purported exercise, since the matter had not first been submitted to the joint extraterritorial zoning process involving both communities, and because the city viewed one acre density on unsewered lots in the vicinity of sensitive environmental areas to be of concern. For this reason, the city again exercised extraterritorial zoning authority in later 2006, over the lands which the Town had purportedly rezoned, as well as some additional lands in the immediate vicinity.

The Town initially refused to recognize or respond to this exercise of extraterritorial zoning authority, and the Common Council authorized a mandamus action to compel the Town's participation with the joint extraterritorial zoning process, as well as seeking a declaration of the Court that the purported rezoning by the Town was void. This action commenced very late in 2006. After the Town argued that it was not compelled to actually and actively participate in the JETZCO (Joint Extraterritorial Zoning Committee) process in good faith, the Court held to the contrary. As a result, the JETZCO process began in 2007. There was consensus by the committee in 2008 that the area in question would be rezoned to R-2 with an RCDO Overlay which resulted in a density of one unit per 2.5 acres. With the delay in getting the zoning approved and the housing market crash that occurred, the developer withdrew interest in the project.

Due to this withdrawal, JETZCO met on August 20, 2010, and approved Ordinance 2010-1329 which confirms the zoning of the lands in the JETZCO territory as agricultural zoning thus resulting in no change from the original zoning. This area includes the subject property for the second zoning request (Exhibit B)

Attachments:
None