



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

www.cityofmequonwi.gov

Office of the City Clerk

BOARD OF APPEALS
Thursday, June 5, 2025
6:00 PM
Tolzman Community Room
Frank L. Weyenberg Library
11345 N. Cedarburg Road

Agenda

1) Call to Order

2) Approve meeting minutes of May 1, 2025

3) Hear evidence concerning; debate, deliberate and decide the request of:

- a) **Applicant:** Michael M. Jerominski, Esq.
Owners: Timothy Hoerig et al c/o Shirley M. Hoerig
Appeal: Opportunity will be given to all interested in being heard concerning the petition requesting an Administrative Appeal to the Order to Correct Condition of premises, parking of vehicles, regarding the property at 10738 N Granville Rd.

4) Policy Updates

- a) Lake Bluff structures
b) Extension of time for appeal decisions
c) Definition of structure

5) Adjourn

Dated: June 5, 2025

/s/ Kathleen Massey, Chair

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

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

Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM



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Office of the City Clerk

BOARD OF APPEALS
Thursday, May 1, 2025
6:00 PM

Tolzman Community Room of the Frank L Weyenberg Library

Minutes

1) Call to Order

Present:

- Chair Kathleen Massey
- Vice Chair James Wawrzyn
- Board Member Steve Helfer
- Board Member Ramona Larson
- Board Member Scott Reigle – **Excused**

Also present: City Attorney Sajdak, City Clerk Fochs, Building Inspections Supervisor Golden and interested public.

2) Approve meeting minutes of April 3, 2025

Motion to approve Board of Appeals meeting minutes of April 3, 2025.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Helfer
SECONDED BY: Board Member Wawrzyn

AYES:	Massey, Wawrzyn, Helfer, Larson
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3) Hear evidence concerning: debate, deliberate and decide the request of:

- a. **Applicant:** Morgan Tuttle (Miller Mobility)
Owner: Joyce Peterson
Appeal: Opportunity will be given to all interested in being heard concerning the petition requesting a variance to Mequon Code Sec 58-249(a) regarding front yard setback to install a temporary ramp to the front door at 12160 N River Road.

Chair Massey explained the guidelines for the Board of Appeals as well as the process for the meeting. All parties appearing before the Board of Appeals were sworn.

- Morgan Tuttle 1713 Elder Street Unit #201, Waukesha, WI
- Greg Golden 11333 N Cedarburg Rd, Mequon WI

Attachment: BOA Peterson Minutes 5.1.25 (10380 : BOA minutes)

Dani Faucette 12211 N River Road, Mequon WI
Cynthia Kransler 12223 N River Road, Mequon WI
Robert Tatterson 4250 Solvang Lane, Mequon WI

Building Inspections Supervisor Golden began by explaining that the front yard setback is 70 feet for the home at 12160 N River Road. The variance would allow a setback of 31 feet for the ramp. Per the application, the front door is the only option to provide adequate access with the ramp going over the existing stairs. The rear door has an interior staircase, and the house itself is a legal non-conforming. The door access and non-conforming lot create a unique hardship, and he recommends approving the variance.

Mr. Tuttle explained that they began the process last year for the Peterson family to assist in getting the ramp installed. In order to determine the setback, they obtained a survey. It was a challenge to get the funding while working through a non-profit to take care of the permit, survey and application fees. The goal is to move the applicant’s daughter in and out of the house safely.

Chair Massey reviewed some of the other solutions such as adding handrails, a stair lift or a vertical lift. Mr. Tuttle explained how those other options were not feasible due to cost or would not be an appropriate solution for the Peterson family. He said a vertical platform lift would cost well over \$13,000. Joyce Peterson has difficulty moving her daughter as she is not able to walk well on her own. They had to call the fire department for assistance in order to get her the medical attention she needed.

Building Inspections Supervisor Golden stated that any of the other options would also require a variance.

Several neighbors then spoke. Ms. Faucette, a neighbor across the street, said she has no opposition to the installation of a ramp at the Peterson home and supports the variance. Ms. Kransler said Joyce Peterson cannot physically get her daughter in and out of house without a ramp. Mr. Tatterson lives a few houses north and also supports the variance.

Motion to close public hearing.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Board Member Wawrzyn
SECONDED BY: Board Member Massey

AYES: Massey, Wawrzyn, Helfer, Larson

The Board began their discussion based on the testimony and evidence that was provided. Member Wawrzyn believes sufficient evidence was provided of a qualified unique hardship. Chair Massey agrees that the applicant has met the burden due to the uniqueness of the property, the medical needs of the daughter and need for this temporary ramp. Members Larson and Helfer agreed that the variance is warranted. Member Helfer said the solution seems reasonable and is supported by a number of neighbors.

Motion to grant the variance.

Attachment: BOA Peterson Minutes 5.1.25 (10380 : BOA minutes)

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Board Member Massey
SECONDED BY: Board Member Wawrzyn

AYES: Massey, Wawrzyn, Helfer, Larson

4) Adjourn

Motion to adjourn at 6:34 PM.

RESULT: Failed by Voice Acclamation [Unanimous]
MOVED BY: Board Member Wawrzyn
SECONDED BY: Board Member Massey

AYES: Massey, Wawrzyn, Helfer, Larson

Respectfully Submitted,

Beth Kong
Deputy Clerk

Attachment: BOA Peterson Minutes 5.1.25 (10380 : BOA minutes)

BOARD OF APPEALS ADMINISTRATIVE APPEAL APPLICATION

CITY OF MEQUON, WISCONSIN

Applicant: Michael M. Jerominski, Esq., Att'y for the Hoerigs Address: N88W16783 Main St.
 City/zip: Menomonee Falls, WI 53051

Owner: Timothy Hoerig et al. c/o Shirley M. Hoerig Address: 10738N Granville Road
 Parcel No. 140290900100 City/zip: Mequon, WI 53097

Contact Person/Name: Michael M. Jerominski

Phone Number: (262) 251-4210 Email: mikej@mclario.com

TO THE BOARD OF APPEALS:

The above hereby requests an appeal to a decision made by: Scott Pinzer, Code Enforcement Officer, Inspection Division.
 See attached Order to Correct Condition of Premises, dated April 7, 2025.

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

APPLICANT MUST PROVIDE:

Application form
 \$250 filing fee ✓ CF

1 copy each of the following documents

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

FOR OFFICE USE ONLY	
Receiving Officer: <u>Cassie Ink</u>	Received Date: <u>4-28-25</u>
Parcel #: <u>14-0290900100</u>	Hearing Date: <u>6-5-2025</u>
Zoning District: <u>R-1 / C-2</u>	Receipt #:
Alderman & District #: <u>D#3 Dale Mayr</u>	Published: <u>5/22/25</u>

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

Attachment: 20250430_Application Jerominski (10375 : Application)



April 24, 2025
 City of Mequon Board of Appeals
 11333 N. Cedarburg Road
 Mequon, WI 53092

Re: Appeal of Timothy Hoerig et al. c/o Shirley M. Hoerig Regarding Order to Correct Condition of Premises, dated April 7, 2025, 10738 N. Granville Rd., Mequon, WI 53097, Parcel No. 140290900100

To Whom It May Concern:

I represent the Hoerigs in the above matter. The Hoerigs wish to appeal the April 7, 2025, Order to Correct Condition of premises for the following reasons:

1. The Violation cited is under § Sec. 58-441, Parking requirements, and the Action Required is to “remove all vehicles over 20’ in length or 10’ in height”, to remove “vehicles from the grass” and it is noted that one is allowed “1 trailer, boat or camper less than 20’ in length and 10’ in height.” The provisions cited in the Order, § 58-441 (A-G) refer to “unenclosed” storage or parking of vehicles. § Sec. 58-8, Definitions defines “unenclosed” as “being within reasonable view of surrounding properties due to lack of adequate screening or enclosure.” The vehicles on the Hoerigs’ property are screened and enclosed by berms, trees, and buildings such that any vehicles on the property cannot be seen from roadways or adjoining properties. No *unenclosed* parking or storage is occurring on the subject property (see attached).
2. As per § 58-8, Definitions, the presence of vehicles on the subject property constitutes a non-conforming use.

Thank you for your time and consideration in this matter. Please keep me updated as to when the Appeal will be placed on an available agenda.

Sincerely,

Michael M. Jerominski, Esq.

cc: Timothy Hoerig; Shirley Hoerig
 Attachments

Attachment: 20250430_Application_Jerominski (10375 : Application)

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

www.ci.mequon.wi.us

INSPECTION DIVISION

Order to Correct Condition of Premises

04/07/2025

TIMOTHY HOERIG ET AL C/O SHIRLEY M HOERIG
10738N GRANVILLE RD
MEQUON, WI 53097

Subject Property: 10738 N Granville Road, Mequon, WI 53097
Property ID Number: 140290900100

An inspection of the premises at the above address on 04/07/2025, revealed conditions that are in violation of the City of Mequon Code of Ordinances and/or Wisconsin Administrative Code.

Failure to correct violations noted herein within the time set may subject you to prosecution and to penalties ranging from \$125 to \$300 per violation per day (plus court costs) in the manner provided in Section 1-7 of the City of Mequon Code of Ordinances.

Pursuant to Section 58-41, you may appeal an order, requirement, decision, or determination made by the Zoning Enforcement officer, which you believe to be an erroneous interpretation or application of the law. An appeal may be taken by the aggrieved person within 30 days of the order, requirement, decision, or determination, by filing a notice of appeal with the City Clerk on the prescribed form specifying the grounds for the appeal and paying the prescribed fee.

Violation:

PARKING OF VEHICLES 58-441(11)A-G

The unenclosed parking or storage of personal use automobiles, trucks and vans with an empty weight of not more than 10,000 pounds, total length of not more than 20 feet and overall height of not more than ten feet shall not be restricted in number unless, as determined by finding of City of Mequon department of community development and/or planning commission, the number of personal use automobiles, trucks and vans parked on an individual property is excessive, unusual or atypical with respect to the character of the surrounding neighborhood. If such a finding occurs, the city may limit the number of unenclosed automobiles parked on a single property. Additionally, all personal use automobiles, trucks and vans shall be parked only on a driveway or paved surface and be owned by the residents or guests of the residents of the property upon which the vehicles are parked or stored.

(11) Residential parking. The provisions of this subsection shall apply to the following vehicles:

Automobiles, trucks, vans, snowmobiles, mopeds, boats, all-terrain vehicles, camping trailers, mobile homes, motor homes, pick-up campers, motor buses, road tractors, truck tractors, motorcycles, trailers, semi-trailers, panel trucks, dump trucks, road machinery, farm implements, riding lawn care/snow removal tractors, and other such engine driven vehicles designed to be towed by a motor vehicle, collectively referred to herein as "vehicles" unless otherwise specifically stated.

a. The unenclosed parking or storage of unlicensed, unregistered, inoperable or junk vehicles is expressly prohibited within the City of Mequon.

b. The unenclosed parking or storage of more than one licensed but non-operated vehicle is not permitted for longer than 180 consecutive days beyond which time the vehicles must either be enclosed in a garage or removed from the site. No vehicles to be parked with flat tires or can be considered non operable.

c. The unenclosed storage of not more than one snowmobile, moped, boat, all-terrain vehicle, camping

Attachment: 20250430_Application_Jerominski (10375 : Application)

trailer, mobile home, motor home, pick-up camper, trailer, panel truck, snow removal tractor or other similar device shall be permitted, provided such vehicle does not exceed 10,000 pounds empty weight or in the case of a trailer, boat, camping trailer, mobile home, panel truck or motor home a total length of 20 feet or an overall height of ten feet. Note: lawnmowers shall not be subject to this limitation. Storage of these vehicles shall always be closer to the principal residence than any adjoining lot line but never within 40 feet of an abutting right-of-way. Furthermore, such storage shall be restricted to vehicles owned by the resident of property upon which the vehicles are parked or stored.

d. The unenclosed parking or storage of personal use automobiles, trucks and vans with an empty weight of not more than 10,000 pounds, total length of not more than 20 feet and overall eight of not more than ten feet shall not be restricted in number unless, as determined by finding of City of Mequon department of community development and/or planning commission, the number of personal use automobiles, trucks and vans parked on an individual property is excessive, unusual or atypical with respect to the character of the surrounding neighborhood. If such a finding occurs, the city may limit the number of unenclosed automobiles parked on a single property. Additionally, all personal use automobiles, trucks and vans shall be parked only on a driveway or paved surface and be owned by the residents or guests of the residents of the property upon which the vehicles are parked or stored.

e. Unenclosed parking or storage of any vehicles not specifically identified or permitted in this subsection shall require specific approval by the director of community development and/or planning commission. Approval may be based on, among other things, evidence that appropriate screening is available or will be installed to mitigate the visual effect such parking or storage may have on the surrounding neighborhood.

f. The conditions set forth in this subsection shall not contravene any other ordinance of the city which can be construed as more restrictive than the terms set forth herein.

g. Where applicable, definitions of the terms utilized in this subsection shall be in accordance with definitions listed in Wis. Stats. Ch. 340.

Action Required:

PLEASE REMOVE ALL VEHICLES OVER 20'IN LENGTH OR 10'IN HEIGHT. PLEASE ALSO REMOVE ALL VEHICLES FROM THE GRASS. YOU ARE ALLOWED 1 TRAILER, BOAT OR CAMPER LESS THAN 20' IN LENGTH AND 10' IN HEIGHT.

Correction Deadline

You are hereby ordered to correct this violation by 04/25/2025.

Questions, comments, or concerns regarding this order shall be directed to Code Enforcement Officer Scott Pinzer by calling (262) 236-2943. You may also wish to visit the City's web site at www.ci.mequon.wi.us for a look at the entire City of Mequon Code of Ordinances

Sincerely,



Scott Pinzer
Code Enforcement Officer
(262) 236-2943

Attachment: 20250430_Application_Jerominski (10375 : Application)

Sec. 58-441. Parking requirements.

In all districts and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended or increased off-street parking stalls for all vehicles in accordance with the following:

- (1) *Approval.* All business, institutional, park, multi-family residential and industrial parking areas which are constructed, reconstructed, expanded or extended subsequent to the adoption of this chapter shall obtain approval of the proposed parking site plan by the city planning commission. Businesses without approved parking lot plans on file with the city must submit repaving plans to the city for approval.
- (2) *Adequate access.* Access to a public street shall be provided for each parking space and driveways shall be at least ten feet wide for one and two-family dwellings and a minimum of 22 feet wide for all other areas.
- (3) *Dimensional requirement.* Parking spaces, driveways and aisles for access to spaces shall have the minimum dimensions in subsection (4) unless specifically varied by the planning commission.
- (4) *Dimensional requirement.* Parking spaces, driveways and aisles for access to spaces shall have the following minimum dimensions unless specifically varied by the planning commission, or park and open space board if parking is proposed within a city owned park or preserve:

Stall width, ten feet.

Stall depth, 18 feet.

Parking aisle width.

Two-way traffic (90 degrees), 25 feet.

One-way traffic (60 degrees), 18 feet.

Driveway (no parking stalls).

Two-way traffic, 22 feet.

One-way traffic, 12 feet.

- (5) *Parking spaces for use by physically handicapped persons.* At least two percent of off-street parking spaces shall be reserved for use by the physically handicapped in accordance with the following minimum standards:
 - a. There shall be a minimum of one stall for the physically disabled within parking areas containing up to 50 stalls.
 - b. The minimum dimensions for all parking spaces provided for use by physically disabled persons shall be 12 feet by 18 feet.
 - c. Parking spaces provided for the use of physically disabled persons shall be located as close as possible to an entrance which allows such persons to enter and leave the parking area without assistance.
 - d. All parking spaces provided for the use of physically disabled persons shall be marked with a sign which includes the international symbol for barrier-free environments and a statement informing the public that the parking space is reserved for use by physically disabled persons. Such signs shall comply with the requirements of Wis. Stats. § 346.50, Wis. Stats. § 346.503 and Wis. Stats. § 346.505.
- (6) *Surfacing.* All off-street parking areas, and driveways, except parking areas accessory to single-family and two-family dwellings, shall be surfaced with a bituminous or Portland cement concrete pavement

Attachment: Sec. 58_441. Parking requirements. (10381 : Section 58-441)

in accordance with the "City of Mequon Standard Specifications for Land Development, Seventh Edition, December 2002, or any amendment or revision thereof approved by the common council. Such parking areas shall be graded to appropriately drain all surface waters and shall be kept free of dust, loose stones, and gravel. Such parking areas shall be so arranged and marked to provide for orderly and safe parking and storage of vehicles and must be completed within one year of issuance of the building permit. In addition, a qualified city representative shall inspect all surfaces and no occupancy permit or similar authorization will be issued unless the surface meets city requirements or an appropriate escrow or performance bond is established for future pavement installation.

- (7) *Flexibility in application.* The city recognizes that, due to the particulars of any given development, the inflexible application of the parking standards set forth in this section may result in a development either with inadequate parking space or parking space far in excess of its needs. The former situation may lead to traffic congestion or parking violations on adjacent streets as well as unauthorized parking in nearby lots. The latter situation wastes money as well as space that could more desirably be used for valuable development or environmentally useful open space. Therefore, the planning commission may allow deviations from the requirements of this section whenever it finds that the deviation will not adversely impact traffic circulation or public safety.
- (8) *Space to be set aside for reduced parking.* The site plan for the commercial or industrial use may, subject to planning commission approval, be designed to provide sufficient open space on the subject site to accommodate the additional parking spaces otherwise required by this section. Such open space shall be in addition to required yards, setbacks, driveways, private streets, loading and service areas and open space requirements. Sufficient open space shall be provided which, if converted to parking spaces, would provide off-street parking to meet the full requirements of this section at the time of application.
- (9) *Changes in occupancy or intensity of use.* When the parking needs of a building, structure or site are increased due to additional employees, gross floor area, seating capacity or due to a change of occupancy, additional parking spaces shall be approved by the city and constructed in the amount necessary to conform to this article.
- (10) *Required number of stalls.* The following parking standards shall be applied unless deviations have been specifically approved by the planning commission in accordance with section 58-441.
- a. *Residential uses.*
 1. *Single-family dwellings and two-family dwellings.* Two spaces per dwelling unit (excluding garages)
 2. *Multi-family dwellings.*
 - (i) One-bedroom, 1.75 enclosed parking spaces per unit
 - (ii) Two-bedroom, 2.0 enclosed parking spaces per unit.
 - (iii) Three-bedroom, 2.0 enclosed parking spaces per unit.
 - (iv) Guest parking requires one parking stall for every two units.
 3. *Housing for the elderly.* One space per dwelling unit plus one space per employee.
 - b. *Hotels and motels.* One parking space per room or unit plus one parking space for every two employees plus one space per three persons of maximum capacity of each public meeting and/or banquet room.
 - c. *Private clubs and lodges.* One parking space per lodging room and one parking space per three seats in accordance with design seating capacity of the main meeting room plus one parking space per employee.

- d. *Schools, institutions and related uses.*
1. *Elementary schools and high schools.* One space per teacher and staff member, one space per classroom, plus one space per six students 16 years of age and older.
 2. *Colleges, universities and trade schools.* One space for each teacher and staff member during the highest class attendance period, plus one space for each two students during the highest attendance.
 3. *Children's nursery schools or day schools.* One space per employee for the work shift with the largest number of employees, plus one space per six students at the highest class attendance period.
 4. *Churches and temples.* One space per four seats based on the maximum capacity of the facility.
 5. *Libraries.* One space per 250 square feet of gross floor area or one space per four seats of maximum capacity, whichever is greater, plus one space per employee for the work shift with the largest number of employees.
 6. *Nursing homes.* One space per three patient beds, plus one space per employee for the work shift with the largest number of employees.
 7. *Hospitals.* Two spaces per three patient beds, plus one space per employee for the work shift with the largest number of employees.
- e. *Auditoriums, theaters and other places of assembly.* One space per three seats based on maximum capacity of facility.
- f. *Recreational uses (commercial and non-commercial).*
1. *Bowling alleys.* Five spaces for each lane, plus one space per employee for the work shift with the largest number of employees.
 2. *Golf courses.* 90 spaces per nine holes plus one space per employee for the work shift with the largest number of employees.
 3. *Golf driving ranges.* One space per tee plus one space per employee for the work shift with the largest number of employees.
 4. *Indoor tennis, racquetball and handball courts.* Three spaces per court plus one space per employee for the work shift with the largest number of employees.
 5. *Miniature golf courses.* One and one-half spaces per hole plus one space per employee for the work shift with the largest number of employees.
 6. *Skating rinks, ice or roller.* One space per 200 square feet of gross floor area.
 7. *Health and athletic clubs.* One space per three persons that can be accommodated at the same time and one space per employee.
- g. *Retail, entertainment and customer service establishments.* One space per 200 square feet of gross leasable area plus one space per employee, except as specifically set forth below:
1. *Financial institutions.* One space per 300 square feet of gross leasable area plus one space per employee.
 2. *Funeral homes.* One space per three patron seats of maximum capacity or 35 spaces per chapel unit, whichever is greater.
 3. *Grocery stores or supermarkets.* One space per 100 square feet of gross leasable area.

4. *Repair services.* One space per 300 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 5. *Restaurant, standard.* One space per 100 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 6. *Restaurant, fast food/carryout.* One space per 75 square feet of gross floor area plus one space per two employees for the work shift with the largest number of employees. Sufficient space shall be provided for a minimum of five waiting vehicles at each drive-thru.
 7. *Personal services.* One space per 200 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 8. *Convenience grocery store.* One space per 150 square feet of gross floor area. If associated with a gasoline station, gasoline pump parking shall be considered as parking stalls.
 9. *Taverns, dance halls, night clubs and lounges.* One space per 100 square feet of gross floor area plus one space per employee for the work shift with the largest number of employees.
 10. *Motor vehicle sales establishments.* Two customer parking spaces per salesperson for the work shift with the largest number of employees plus one employee parking space per employee (including salespersons) for the work shift with the largest number of employees.
 11. *Motor vehicle repair, maintenance and service stations.* Three spaces per indoor service bay plus one space per employee for the work shift with the largest number of employees.
 12. *Animal hospitals.* Three patron parking spaces per doctor, plus one space per employee for the work shift with the largest number of employees.
 13. *Shopping centers (gross leasable area of at least 30,000 square feet).* Five spaces per 1,000 square feet of gross leasable area.
 14. *General merchandise stores.* Five spaces per 1,000 square feet of gross leasable area.
 15. *Convention or conference center.* One space per three persons based on the occupancy load, plus one space per employee on the largest shift.
 16. *Banquet or reception hall.* One space per three persons based on the occupancy load, plus one space per employee on the largest shift.
- h. *Offices.*
1. *Medical, dental and similar professional health service offices.* Five patron parking spaces per doctor, plus one parking space per employee for the work shift with the largest number of employees.
 2. *Government, professional and business offices.* One space per 200 square feet of gross leasable area.
- i. *Industry and related uses.*
1. *Manufacturing, processing, fabrication and storage operations.* One space per employee for the two consecutive work shifts with the largest number of employees.
 2. *Wholesale business.* One space per employee for the work shift with the largest number of employees, plus one space per 2,500 square feet of gross floor area.
 3. *Warehouse.* One space per employee for the work shift with the largest number of employees, plus one space per 5,000 square feet of gross floor area.

4. *Mini-warehouse.* One space per ten storage cubicles
- j. *Other uses.* Parking spaces for uses not listed shall be provided in accordance with recommendations of the planning commission, or park and open space board if parking is proposed within a city owned park or preserve.
- (11) *Residential parking.* The provisions of this subsection shall apply to the following vehicles: Automobiles, trucks, vans, snowmobiles, mopeds, boats, all-terrain vehicles, camping trailers, mobile homes, motor homes, pick-up campers, motor buses, road tractors, truck tractors, motorcycles, trailers, semi-trailers, panel trucks, dump trucks, road machinery, farm implements, riding lawn care/snow removal tractors, and other such engine driven devices or vehicles designed to be towed by a motor vehicle, collectively referred to herein as "vehicles" unless otherwise specifically stated.
- a. The unenclosed parking or storage of unlicensed, unregistered, inoperable or junk vehicles is expressly prohibited within the City of Mequon.
- b. The unenclosed parking or storage of more than one licensed but non-operated vehicles is not permitted for longer than 180 consecutive days beyond which time the vehicles must either be enclosed in a garage or removed from the site.
- c. The unenclosed storage of snowmobiles, mopeds, boats, all-terrain vehicles, camping trailers, mobile homes, motor homes, pick-up campers, trailers, panel trucks, snow removal tractors, or other similar vehicles shall be regulated as follows.
1. One vehicle as listed above shall be permitted, provided such vehicle does not exceed 10,000 pounds empty weight, a total length of 20 feet, or an overall height of ten feet. Note: lawnmowers, snow throwers, bicycles, canoes and other non-motorized watercraft not located on a trailer shall not be subject to this limitation and are regulated in section 58-420. Storage of these vehicles shall at all times be closer to the principal residence than any adjoining lot line but never within 20 feet of a side lot line or 40 feet of an abutting right-of-way. Furthermore, such storage shall be restricted to vehicles owned by the resident of property upon which the vehicles are parked or stored. All vehicles must be parked or stored on an impervious surface. Vehicles shall not be permitted in the regulatory floodway.
 2. In addition to what is permitted in subsection 1, one vehicle not exceeding 27 feet in length shall be permitted from May 1 to October 31 of each year. The locational requirements found in subsection 1 apply. Vehicles greater than 27 feet in length may be allowed from May 1 to October 31 on a temporary basis not to exceed seven consecutive days subject to approval of the community development director. Such approval may include additional restrictions to mitigate the visual effect such parking or storage may have on the surrounding neighborhood.
- d. The unenclosed parking or storage of personal use automobiles, trucks and vans with an empty weight of not more than 10,000 pounds, total length of not more than 22 feet and overall height of not more than ten feet shall not be restricted in number unless, as determined by finding of City of Mequon department of community development and/or planning commission, the number of personal use automobiles, trucks and vans parked on an individual property is excessive, unusual or atypical with respect to the character of the surrounding neighborhood. If such finding occurs, the city may limit the number of unenclosed automobiles parked on a single property. Additionally, all personal use automobiles, trucks and vans shall be parked only on a driveway or an impervious surface and be owned by the residents or guests of the residents of the property upon which the vehicles are parked or stored.

- e. Unenclosed parking or storage of any vehicles not specifically identified or permitted in this subsection shall require specific approval by the director of community development and/or planning commission. Approval may be based on, among other things, evidence that appropriate screening is available or will be installed to mitigate the visual effect such parking or storage may have on the surrounding neighborhood.
- f. The conditions set forth in this subsection shall not contravene any other ordinance of the city which can be construed as more restrictive than the terms set forth herein.
- g. Where applicable, definitions of the terms utilized in this subsection shall be in accordance with definitions listed in Wis. Stats. ch. 340.

(Code 1957, § 3.15(3); Ord. No. 97-910, 2-11-1997; Ord. No. 2001-1017, § XXVIII, 5-8-2001; Ord. No. 2008-1238, § I, 4-8-2008; Ord. No. 2013-1401, § I(Att.), 10-8-2013; Ord. No. 2017-1506, § IV, 10-10-2017; Ord. No. 2022-1633, § I(Exh. A), 1-10-2023; Ord. No. 2023-1651, § I(Exh. A), 7-11-2023)

Attachment: Sec. 58_441. Parking requirements. (10381 : Section 58-441)



11333 N. Cedarburg Road
 Mequon, WI 53092-1930
 Phone: 262-242-3100
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Community Development

TO: Board of Appeals
FROM: Jac Zader, Assistant Director Community Development
DATE: June 5, 2025
SUBJECT: An Administrative Appeal Regarding an Order to Correct for the Property Located at 10738 N Granville Road

Background: The applicant is requesting an appeal of an administrative decision made by Code Enforcement Officer, Scott Pinzer, dated April 7, 2025 (Order to Correct). The letter from the Attorney representing the property owner dated April 24, 2025, states that there are two specific reasons for the appeal:

1. The letter states that, based on the definition of term *unenclosed*, no unenclosed parking or storage is occurring on the property.
2. That the presence of vehicles on the property constitutes a non-conforming use.

Parcel History:

The parcel located at 10738 N Granville Road is 6.89 acres in size and is currently zoned R-1 Residential (5 acre) and OA (Agricultural Overlay) (Exhibit A). There is also a small section of the parcel zoned C-2 (General Conservancy) that is due to wetlands located on the property. Based on a file search of city records, the property has had a base zoning of residential going back over 40 years. In 2005, the land was subdivided from its original size of 80 acres with 72 acres being sold (Exhibit B) to the Milwaukee Metropolitan Sewage District. Due to the sale and reduction in land area, the subject parcel OA zoning is no longer in effect based on Section 58-265 (e) which states that *"The minimum lot size shall have an area of not less than ten acres for uses in the OA district."*

Analysis:

According to the definition section found in Chapter 58-8 of the Mequon Municipal Code, the term *unenclosed* means the following: *In reference to unenclosed storage of materials, vehicles, etc., unenclosed shall be defined as being within reasonable view of surrounding properties due to lack of adequate screening or enclosure.* The applicant states that the vehicles are screened by berms, trees and buildings such that any vehicles on the property cannot be seen from roadways or adjoining properties. There is clear view of the vehicles from the parcel to the east (Exhibit C-1 thru C-5) which as previously stated is owned by MMSD and allows public access to the site via a conservation easement (Exhibit D). Based on this, the vehicles fail to meet the definition of unenclosed.

The applicant states that the presence of the vehicles constitutes a non-conforming use. No other evidence or documentation was provided to support this claim. Section 58-8 of the zoning code defines a non-conforming use as: *a use or activity which was lawful prior to the adoption, revision or amendment of a zoning ordinance, but which fails, by reason of such adoption,*

revision or amendment, to conform to the present requirements of the zoning district. As stated previously, the parcel is zoned R-1/OA. Neither district currently allows commercial indoor or outdoor storage facilities as a permitted or conditional use (Exhibit E). In addition, staff could not find any previous approval for the site based on a prior zoning designation or code language that would allow such use. Also, it appears that most of the vehicle storage on the property appeared sometime after 2015 (Exhibit F and G). An expansion of this magnitude would have required Planning Commission approval of a site plan amendment and an expansion of a nonconforming use. There is no documentation that this approval has occurred and there is no evidence of an approved site plan, landscaping plan or berm permit for the property. Based on this, the use does not meet the definition of legal nonconforming use and is considered a prohibited use of the premises.

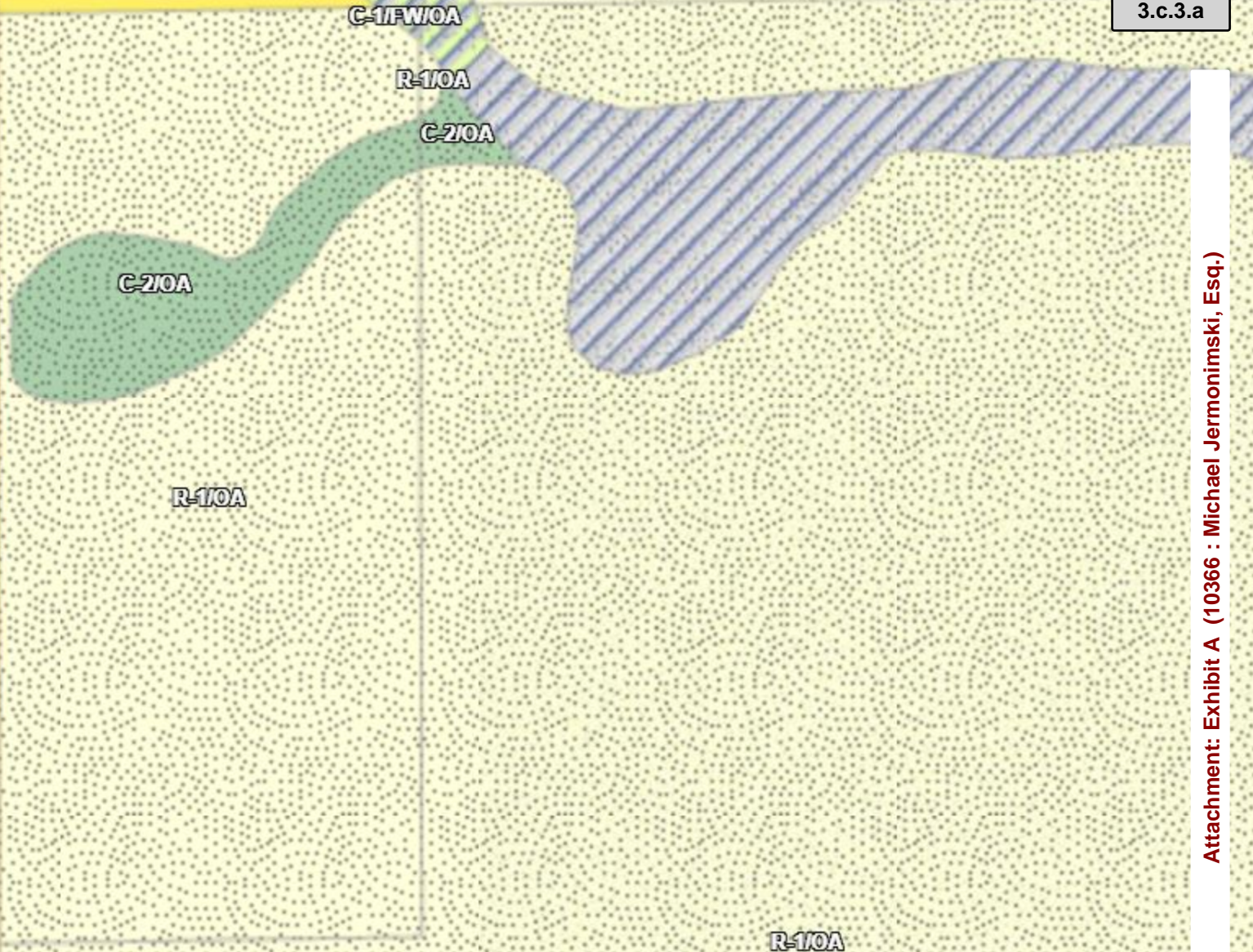
Staff Recommendation:

Based on the evidence submitted by the applicant and the city, staff recommend **denial** of the administrative appeal.

Attachments:

Exhibit A (JPG)
 Exhibit B (PDF)
 Exhibit C-1 (JPG)
 Exhibit C-2 (JPG)
 Exhibit C-3 (JPG)
 Exhibit C-4 (JPG)
 Exhibit C-5 (JPG)
 Exhibit D (PDF)
 Exhibit E (DOCX)
 Exhibit F (DOCX)
 Exhibit G (DOCX)
 Exhibit H (JPG)

R-4



Attachment: Exhibit A (10366 : Michael Jermonimski, Esq.)

0825167

Document Number

WARRANTY DEED

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 21013

RECORDED ON
08/29/2005 11:38AM

REC FEE: 11.00
TRANS FEE: 2704.00
PAGES: 1
EXEMPT #: 0

This Deed, made between LAWRENCE W. HOERIG and SHIRLEY M. HOERIG, Husband and Wife,
Grantor, and THE CONSERVATION FUND, a Non-Profit Corporation,
Grantee.

Witnesseth, That the said Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Ozaukee County, State of Wisconsin:

Recording Area
Name and Return Address
Royalty Title Corp.
11430 W. Bluemound Rd.
Suite 200
Wauwatosa, WI 53226-4050

14-029-09-002.00 \$11

Part of 140290900000
(Parcel Identification Number)

This is not homestead property.

Lot Two (2), Certified Survey Map No. 3548, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on July 1, 2005, as Document No. 820809, being a part of the North One-half (1/2) of the Southwest One-quarter (1/4) of Section Twenty-nine (29), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and general taxes levied in the year of closing and will warrant and defend the same.

Dated this 25 day of AUG, 2005.

* _____

Lawrence Hoerig
* Lawrence W. Hoerig

* _____

Shirley M. Hoerig
* Shirley M. Hoerig

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) Lawrence W. Hoerig and Shirley M. Hoerig,
authenticated
this 25 day of AUG, 2005.

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

David A. Sayas
*signature
David A. Sayas
type or print name

Personally came before me this _____ day of _____, 2005, the above named

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

_____ to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT WAS DRAFTED BY
David A. Sayas
Attorney at Law

*signature
type or print name _____
Notary Public _____ County, _____
My commission is permanent. (If not, state expiration date: _____.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

Attachment: Exhibit B (10366 : Michael Jermonimski, Esq.)



Attachment: Exhibit C-1 (10366 : Michael Jermonimski, Esq.)



Attachment: Exhibit C-2 (10366 : Michael Jermonimski, Esq.)



Attachment: Exhibit C-3 (10366 : Michael Jermonimski, Esq.)



Attachment: Exhibit C-4 (10366 : Michael Jermonimski, Esq.)



Attachment: Exhibit C-5 (10366 : Michael Jermonimski, Esq.)

EXHIBIT A
LEGAL DESCRIPTION

That part of the North 1/2 of the Southwest 1/4 of Section 29, in Township 9 North, Range 21 East, in the County of Mequon, County of Ozaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4 section;

Thence North $87^{\circ}41'56''$ East, 420.00 feet along the North line of said 1/4 section to the Point of Beginning

Continuing thence North $87^{\circ}41'56''$ East, 2225.36 feet along said North line to the Northeast corner of said section;

Thence South $1^{\circ}14'59''$ East, 1328.29 feet along the East line of said 1/4 section to the South line of the North 1/2 of said 1/4 section;

Thence South $87^{\circ}43'11''$ West, 2590.16 feet along said South line to the East line of North Granville Road;

Thence North $1^{\circ}28'24''$ West, 515.40 feet along said East line;

Thence North $87^{\circ}41'56''$ East, 370.00 feet;

Thence North $1^{\circ}28'24''$ West, 811.85 feet to the Point of Beginning.

Said parcel contains a total of 72.127 acres of land, more or less.

Said parcel is recorded as Lot 2 of Certified Survey Map No. 3548, recorded on July 1, 2005 in the Office of the Ozaukee County Register of Deeds as Document No. 0820809.

Attachment: Exhibit D (10366 : Michael Jermonimski, Esq.)

0825168

**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 21013**

**RECORDED ON
08/29/2005 11:38AM**

**REC FEE: 25.00
TRANS FEE: 0.00
PAGES: 8
EXEMPT #: 0**

**STEWARDSHIP GRANT AND
MANAGEMENT CONTRACT FOR
NON-PROFIT LAND ACQUISITION
Form 8700-304 (9/03) Page 1**

State of Wisconsin Department of Natural Resources Box 7921 Madison, Wisconsin 53707-7921	Project Number: HA2-64
Sponsor: The Conservation Fund	
Project Title: Milwaukee Rivers Project - Hoerig Acquisition	
Program Name: Knowles-Nelson Stewardship Program Habitat Areas	
Grant Period: (Period during which grant funds will be encumbered and available for payment to the Sponsor under this Stewardship Grant and Management Contract, hereinafter referred to as the "Contract".) June 22, 2005 through June 30, 2006	
Project Scope: Fee simple acquisition of approximately 74 acres of property in Ozaukee County, Wisconsin, which is described in the legal description attached hereto as Exhibit A and made part of this Contract by reference (hereinafter referred to as the "Stewardship Property").	

Recording Area
Name and Return Address Royalty Title Corp. 11430 W. Bluemound Road Suite 200 Wauwatosa, WI 53226-4050
Parcel Identification Number (PIN) 14-029-09-001.00 * 14-029-09-002.00 *

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Stewardship Property, and shall be effective limitations on the use of the Stewardship Property from the date of recording of this Contract, and shall bind the parties hereto and their respective personal representatives, successors and assigns, in perpetuity.

By acceptance of this Contract, the Sponsor, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the Stewardship Property or convert it to uses inconsistent with this Contract without the prior written approval of the Secretary of the Wisconsin Department of Natural Resources, his designee or successor. The Sponsor further agrees that all rights, title and interests in and to the Stewardship Property shall vest in the State of Wisconsin without necessity of reentry, if the Sponsor, its successors or assigns, violates any essential provision described paragraphs 1 or 2 of this contract.

Project Costs:		The following documents are hereby incorporated into and made part of this Contract by reference: 1. Chapter NR 51, Wisconsin Administrative Code 2. Grant Application and Attachments
Total Cost of Grant Project	\$929,622.00	
Sponsor Share	\$464,811.00	
Department Share	\$464,811.00	
Grant Award	\$464,811.00	

Attachment: Exhibit D (10366 : Michael Jermonimski, Esq.)

03 1 2013
10 11 2013
10 11 2013

TERMS AND CONDITIONS OF THE CONTRACT

This Contract is entered into by and between the Sponsor and the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Department"), in accordance with s. 23.096, Wis. Stats., for the purpose of awarding a Stewardship grant and establishing conditions of management for the Stewardship Property acquired with the grant funds.

The Department and Sponsor mutually agree to the following terms and conditions:

Essential Provisions:

1. If the Sponsor violates any of the following conditions of this Contract, which are identified as essential in Ch. NR 51.07(3), Wis. Adm. Code, pursuant to s. 23.096(5), Wis. Stats., and fails to correct the condition within six months after written notification to the Sponsor from the Department, all title, right and interest in the Stewardship Property held by the Sponsor shall vest in the State of Wisconsin without the necessity of reentry or legal judgment:
 - a. Conversion of the Stewardship Property to any use other than that specified in this Contract and the Land Management Plan without the prior written approval of the Department is prohibited.
 - b. Sale or conveyance of the Stewardship Property, or any interest in the Stewardship Property, to a third party without the prior written approval of the Department is prohibited. If the Department does approve a conveyance to a third party, all Stewardship conditions imposed by this Contract and the Land Management Plan shall remain with the Stewardship Property. Any transfer or sale of the Stewardship Property in fee may only be to a nonprofit conservation organization qualified for Stewardship grants, pursuant to ss. 23.096 and 23.0955(1), Wis. Stats., or to a local, state or federal unit of government. Any subsequent owner shall execute an *Assignment of Stewardship Grant and Management Contract*, which states that it has received and reviewed this Contract and the Land Management Plan and shall abide by their provisions. Department approval of any transfer is not valid until the *Assignment of Stewardship Grant and Management Contract* has been signed by the Department and recorded in the Office of the Register of Deeds in the county where the Stewardship Property is located.
 - c. The Sponsor shall not allow any leases, mortgages, permits or encumbrances of any kind on the Stewardship Property without the prior written approval of the Department. The Department may take actions necessary to avoid the placement of liens, judgments or encumbrances against the Stewardship Property.
 - d. The Sponsor shall pay, before delinquency, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Stewardship Property by competent authority.
 - e. The Sponsor shall at all times maintain its tax-exempt status and be a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code. The Sponsor shall notify the Department of any changes in, or challenges to, its tax-exempt status or to its mission of acquiring property for conservation purposes.
 - f. The Stewardship Property may not be closed to the public unless approved in writing by the Department.
2. If the Sponsor dissolves or ceases to exist, all title, right and interest held by the Sponsor in and to the Stewardship Property shall vest in the state, without the necessity of reentry, unless a transfer under paragraph 1.b. above is approved by the Department.

Grant and Financial Provisions:

3. In consideration of the covenants made by the Sponsor herein, the Department promises to obligate to the Sponsor the amount specified on Page 1 as the "Grant Award" and will tender to the Sponsor that portion of the obligation that is required to pay the Department's share of costs, based upon the Department providing up to 50 percent of eligible acquisition costs, as defined in NR 51.002(1), not to exceed the amount of cash needed to cover those costs. The Sponsor hereby promises to execute the project described herein in accordance with the conditions of this Contract and manage the Stewardship Property in accordance with the conditions of the Land Management Plan.
4. Failure by the Sponsor to comply with the terms of this Contract shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

Attachment: Exhibit D (10366 : Michael Jermonimski, Esq.)

5. If the Sponsor receives federal, local government or other state funding for acquisition of the Stewardship Property, either before or after this Contract is executed, the Sponsor shall notify the Department of this fact. The Sponsor agrees that funds received from all government sources shall not exceed 100% of the amount of cash needed to cover eligible acquisition costs.
6. Grant payments may not be disbursed to the Sponsor until the following conditions have been met to the satisfaction of the Department:
 - a. The value of the Stewardship Property has been certified by the Department according to Department valuation guidelines.
 - b. The Department has approved an Environmental Inspection Report for the Stewardship Property.
 - c. The Department has approved title insurance or other evidence of marketable title for the Stewardship Property.
 - d. The Department has approved a Land Management Plan for the Stewardship Property.
 - e. The Sponsor has submitted a claim for payment supported by appropriate evidence of cost, which meets Department accounting standards.
 - f. This Contract has been recorded with the Register of Deeds in the County in which the Stewardship Property is located or the Department has approved an escrow closing under Ch. NR 51.08(4), Wis. Adm. Code.
 - g. A warranty deed has been executed and recorded with the Register of Deeds in the County in which the Stewardship Property is located or the Department has approved an escrow closing under Ch. NR 51.08(4), Wis. Adm. Code.
7. The Sponsor shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices for a period of four years after the final grant payment has been made. These records may be reviewed by state officials.
8. One-half of all receipts from the sale of any structures, improvements or personal property that was included in the appraisal for the Stewardship Property shall be reimbursed to the Department.
9. Income accruing to the Stewardship Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Stewardship Property is entered in the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11, Wis. Sta
10. Reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. The Sponsor shall keep the Stewardship Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Sponsor.

General Provisions:

12. The Sponsor agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling the terms this Contract, including, but not limited to, general and special zoning, land use permit requirements, disabled access, environmental quality, and historical and archaeological preservation. In particular, the Sponsor agrees to comply with the provisions of s. 23.096, Wis. Stats., and Ch. NR 51, Wis. Adm. Code and with ss.32.19 to 32.27, Wis. Stats., and (NR 202 relating to relocation. In the event there are any inconsistencies between the statutes and code and this Contract, the statutes and code shall govern.
13. If any provision of this Contract is determined by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.
14. This Contract, together with any referenced parts and attachments, constitutes the entire Contract, and any previous communications or agreements pertaining to the subject matter of this Contract are hereby superseded.
15. Any ambiguities in this Contract shall be construed in a manner that best effectuates the protection of the natural values of the Stewardship Property.

16. The Sponsor may rescind this Contract in writing at any time before expending grant funds. After the Sponsor has expended grant funds, this Contract and the Land Management Plan may be rescinded, modified, or amended only by **mutual agreement in writing**, except that time extensions of the "Grant Period" may be granted by the Department without the requirement of the Sponsor's signature.
17. This Contract shall be recorded by the Sponsor in the Office of the Register of Deeds in the County where the Stewardship Property is located, and the interests of the State under this Contract shall thereby be placed in the chain of title. The Department may re-record this Contract or any other document necessary to protect its rights under the Contract.
18. No portion of the Stewardship Property shall in the future be used to satisfy land area requirements for other property no subject to this Contract for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. Development rights have been encumbered or extinguished by this Contract, and may not be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.
19. The Department agrees that the Sponsor shall have sole control over the method, hours worked, time and manner of any performance under this Contract other than as specifically provided herein. The Department reserves the right only to inspect the Stewardship Property for the purpose of ensuring that management is progressing in compliance with this Contract. The Department takes no responsibility for supervision or direction of the performance of this Contract by the Sponsor or the Sponsor's employees or agents. The Sponsor is an independent contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.
20. The Sponsor shall not discriminate against any person in the use and enjoyment of the Stewardship Property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force, or any other reserve component of the military forces of the United States or this state.
21. Except for claims or costs arising out of the acts or omissions of the Department, its officers, employees and agents, the Sponsor agrees to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring directly or indirectly in connection with or in any way arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
22. In certain cases described in this Contract, the Sponsor is required to obtain written approval from the Department prior to undertaking an action. Whenever such approval is required, the Sponsor shall notify the Department in writing. The request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the proposed action in sufficient detail to permit the Department to make an informed judgment as to its consistency with the terms and purpose of this Contract. The Department shall approve, conditionally approve, or deny the Sponsor's request in writing within sixty days (60) days of receipt of the written request. The Department may withhold its approval if it lacks sufficient information to reach an informed decision, or if it determines, in its sole discretion, that the proposal violates the purpose of this Contract and impairs the natural resource values of the Stewardship Property.
23. The Sponsor warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that it is a qualified tax exempt organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, and that the persons executing this Contract are authorized to act on its behalf.

Land Management Plan:

24. **Purpose.** Pursuant to s. 23.092, Wis. Stats., the purpose of this Contract and the Land Management Plan is to protect, enhance and restore wildlife habitat and natural communities on the Stewardship Property in perpetuity; to enhance opportunities for wildlife-based outdoor recreation; and to confine the use of the Stewardship Property to activities that are consistent with these objectives.
25. **Management Responsibilities of the Sponsor.** The Sponsor is responsible for operation of the Stewardship Property and for providing adequate management and maintenance in a manner consistent with the purpose described above and with the requirements and conditions of this Contract and the Land Management Plan.

26. Management Rights of the Department. The Department, its officers, employees and agents may enter the Stewardship Property in order to monitor compliance with this Contract and the Land Management Plan or carry out any management activity necessary to ensure the public's rights and safety.

If the Sponsor fails to fulfill its responsibilities under the terms of this Contract, the Department shall have the right, but not the obligation, to undertake land management activities on the Stewardship Property in accordance with the terms of the Land Management Plan. Before undertaking such responsibility, the Department shall provide the Sponsor with six (6) months prior written notice of the land management activity required and give the Sponsor the opportunity to perform that activity within the six-month period, or within a reasonable time thereafter if more time is needed due to weather constraints.

27. Revisions. Changes or revisions to the Land Management Plan may be made with written agreement of the Sponsor and Department.

28. Land Management Conditions and Requirements. Any activity on or use of the Stewardship Property that is inconsistent with the purpose of the project as described in paragraph 24 is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Animals. There shall be no introduction of any wild animals onto the Stewardship Property without the prior written approval of the Department. There shall be no captive wild animal farm, bird hunting preserve, farm raised deer farm, wild fur farm or dog club training license, established or licensed on the Stewardship Property. The Sponsor shall not allow horses, cattle, or other livestock on the Stewardship Property for grazing or other purposes, except as permitted under Paragraph 29.
- b. Dumping. There shall be no temporary or permanent storage or placement of trash, soil, gravel, ashes, treated sewage, manure piles, hazardous or toxic substances, abandoned vehicles or machinery, or any other unsightly or offensive materials on, under or in the Stewardship Property, except that brush or other plant material cut as the result of activities approved herein may be left on the Stewardship Property.
- c. Mining, Surface Alteration and Manipulation of Water. There shall be no topographic changes, extraction of subsurface materials, alteration of the natural landscape, or manipulation of any waters or shorelines of the Stewardship Property by excavation, filling, dredging, draining, tiling, ditching or any other means, except as permitted in Paragraph 29.
- d. Natural Materials. There shall be no damage, destruction or removal from the Stewardship Property of any natural features or natural materials, including, but not limited to, rocks, soil, minerals, dead wood and fossils, except as permitted in Paragraph 29.
- e. Rights-of-Way. No right-of-way shall be granted across the Stewardship Property in conjunction with any industrial, commercial or residential use of other land not protected by this Contract, except as permitted in paragraph 29.
- f. Soil Erosion. There shall be no use or activity that causes or is likely to cause significant soil erosion or significant pollution of any surface or sub-surface waters. Best management practices shall be employed to minimize soil erosion during and after construction of any permitted roads, trails, structures or other improvements.
- g. Spraying. Application of pesticides on the Stewardship Property is not allowed except as follows: (i) to control pests on an emergency basis when such control is necessary to protect public health, (ii) to control non-native or invasive species (iii) for habitat restoration purposes (iv) or for other purposes specifically described in Paragraph 29.
- h. Structures, buildings and improvements. The placement or construction of any mobile or permanent building, structure or other improvement is prohibited, except as permitted below or in Paragraph 29.
 - 1) Fences. The Sponsor may repair and maintain any existing fences on the Stewardship Property.
 - 2) Signs and Interpretive Displays. The Sponsor may not erect, display or maintain any outdoor advertising structure, sign or billboard on the Stewardship Property; however, the Sponsor may erect signs and interpretive displays for the following purposes: to identify the property; to indicate that the Stewardship Property is under the protection of the Sponsor and to acknowledge the Stewardship Program; to commemorate or interpret the natural features or human history of the Stewardship Property; to regulate

uses, mark the boundaries or provide directions. The placement, size, number and design of signs or interpretive displays shall not diminish the scenic character of the Stewardship Property.

- 3) **Roads and Parking Lots.** Any existing roads on the Stewardship Property may be maintained, but shall not be widened or improved and no new roads shall be constructed or established, except as specifically permitted in Paragraph 29. A small parking lot, commensurate in size with the public use of the Stewardship Property, may be constructed.
- 4) **Trails.** The Sponsor may clear, construct and maintain trails for firebreaks, walking, cross-country skiing and other non-motorized recreational activities. Other trail restrictions may be included in paragraph 29 below.
- i. **Vegetation.** There shall be no disturbances of any aquatic vegetation, fallen trees or other natural features in any shallow waters on or directly adjacent to the Stewardship Property, except as specifically permitted under Paragraph 29. Furthermore, there shall be no introduction, removal, damage, mowing, plowing, cutting, trimming or otherwise altering of any trees, shrubs, or other plants on the Stewardship Property, except as permitted in Paragraph 29 or as follows:
 - 1) to remove non-native and invasive vegetation
 - 2) to prevent or control insects, diseases, fire, personal injury or property damage
 - 3) to construct and maintain any roads, trails or other structures permitted herein
 - 4) to enhance wildlife habitat or restore and maintain native biological communities
 - 5) to construct firebreaks for prescribed burning.
 - 6) Collecting mushrooms, berries and nuts is permitted, provided that any collecting is carried out in a manner that maintains a sustainable growth and reproduction cycle for the plants.
- j. **Vehicles.** There shall be no operation of any vehicle on the Stewardship Property, including, but not limited to, bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, cars and trucks, except as follows: (i) in emergency situations, (ii) for maintenance of the Stewardship Property and habitat and resource management activities, (iii) for disabled access on existing roads and trails that are normally vehicle-accessible, with a permit issued by the Sponsor, or (iv) as permitted in Paragraph 29.

29. Other Management Conditions:

- a. The Sponsor shall acknowledge the state's assistance in acquiring ownership of the Stewardship Property, and provide notice of public access to the Stewardship Property, by placement of signs on the Stewardship Property that have been approved by the Department.
- b. Trails shall be rustic in character and composed of pervious materials.
- c. **Fences.** New fences may be constructed and maintained only on the perimeter of the Stewardship Property.

Special Terms and Conditions:

Attachment: Exhibit D (10366 : Michael Jermonimski, Esq.)

Signed this 15th day of July, 2005.

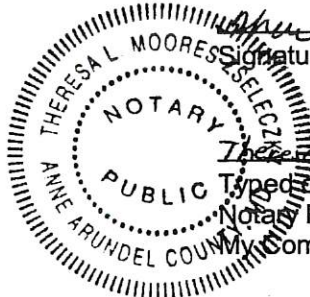
THE CONSERVATION FUND

Jodi R O'Day
Signature of Sponsor Representative

Jodi R. O'Day
Typed or Printed Name and Title of
Authorized Sponsor Representative
**Vice President
& Regional Counsel**

STATE OF ^{MARILYN} WISCONSIN)
) ss.
Anne Arundel COUNTY)

Personally came before me this 15th day of July, 2005, the above named
Jodi R. O'Day, Vice President and * to me known to be the person who executed the foregoing instrument and
acknowledged the same. *Regional Counsel of The Conservation Fund, A Non-Profit Corporation



Theresa L. Moeres Zieleszky
Signature of Notary Public

Theresa L. Moeres Zieleszky
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My commission (expires)(is) 05/01/06

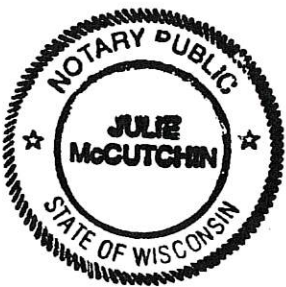
Signed this 22nd day of June, 2005.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

BY Janet Beach Hanson
Michele A. Young, Director
Bureau of Community Financial Assistance

STATE OF WISCONSIN)
DANE COUNTY) ss.

Personally came before me this 22nd day of June, 2005, the above named
Janet Beach Hanson to me known to be the person who executed the foregoing instrument and
acknowledged the same.



Julie McCutchin
Signature of Notary Public

Julie McCutchin
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires)(is) 9-4-2005

Attachment: Exhibit D (10366 : Michael Jermonimski, Esq.)

Exhibit A – Legal Description

That part of the North 1/2 of the Southwest 1/4 of Section 29, in Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of said Southwest 1/4 section;

Thence North 87°41'56" East, 390.00 feet along the North line of said 1/4 section to the Point of Beginning;

Continuing thence North 87°41'56" East, 2255.36 feet along said North line to the Northeast corner of said 1/4 section;

Thence South 1°14'59" East, 1328.29 feet along the East line of said 1/4 section to the South line of the North 1/2 of said 1/4 section;

Thence South 87°43'11" West, 2607.16 feet along said South line to the East line of North Granville Road;

Thence North 1°28'24" West, 545.40 feet along said East line;

Thence North 87°41'56" East, 357.00 feet;

Thence North 1°28'24" West, 781.85 feet to the Point of Beginning.

Said parcel contains a total of 73.132 acres of land, more or less.

Said parcel to be recorded as Lot 2 of a Certified Survey Map.

R-1 Permitted Uses

Table 58-246	R-1	R-1B
Single-family dwellings	X	X
Two-family dwellings and multiple-family dwellings for no more than four families		
Multiple-family dwellings with no more than eight units per building		
Community living arrangements for eight or fewer persons in accordance with Wis. Stat. § 62.23(7)(i)	X	X
Community living arrangements for more than eight but less than 16 residents in accordance with Wis. Stat. § 62.23(7)(i)		
Animals and animal-related uses specified in division 11 as permitted uses in this zoning district	X	X
Long-term rental of a dwelling	X	X

R-1 Conditional Uses

Table 58-248	R-1	R-
Commercial outdoor recreational facilities	X	X
Public and or private utility, transmission and distribution lines, poles, and other accessories	X	X
Community living arrangements for more than eight but less than 16 residents in accordance with Wis. Stat. § 62.23(7)(i)	X	X
Community living arrangements for 16 or more persons in accordance with Wis. Stat. § 62.23(7)(i)	X	X
Accessory dwelling units	X	X
Guesthouses	X	X
Historically significant structures used as private clubs or private lodges	X	X
Bed and breakfast establishments	X	
Landscape contracting businesses	X	

OA Permitted Uses

Attachment: Exhibit E (10366 : Michael Jermonimski, Esq.)

(b) *Permitted uses.*

- (1) Any use by right in the underlying base district.
- (2) All uses commonly classified as agriculture, horticulture, or forestry, including crop and tree farming, truck farming, gardening, nursery operation, stock raising (not including raising of fur-bearing animals, or animal hospitals), dairy farming, and forestry operations, together with the operation of any machinery or vehicles incidental to the above uses. Buildings and structures larger than 1,000 square feet shall require planning commission approval.
- (3) Municipal utilities.
- (4) Barns, sheds and other similar agricultural structures, but not greenhouses or structures that will house domestic animals or wild animals, each as defined in [section 58-5.16](#). Greenhouses are regulated by the provisions of the underlying zoning district. Structures housing domestic animals and wild animals are regulated by the provisions of division 11 of this chapter. If a structure permitted under this provision is more than 1,000 square feet, the design is subject to planning commission approval. Other district standards, such as lot coverage ratio, apply. The application processing fee will be waived. The common council has approved this waiver to minimize the burden to the city's farmers and to encourage agricultural pursuits.

OA Conditional Uses

(d) *Conditional uses.*

- (1) Conditional uses in the underlying base district.
- (2) Commercial hatcheries.
- (3) Commercial greenhouses and nurseries.
- (4) Animal and animal-related uses specified in division 11 as conditional uses in the OA district.
- (5) Parks, forest preserves, and recreational areas.
- (6) Public and or private utility, transmission and distribution lines, poles, and other accessories provided that when the utility proposes a main inter-city transmission facility, the utilities shall give notice to the planning commission of such intention and of date of hearing before the public service commission, and before actual construction shall file with the planning commission a map description of the route of transmission line. Public and/or private utility installations less than three feet in height shall be subject only to City of Mequon staff approval and may be allowed subject to staff-imposed conditions of [section 58-265](#) regarding, among other things, effective screening from public view with all season vegetation.
- (7) Landscape contracting businesses.
- (8) Commercial outdoor recreational facilities subject to the conditions set forth in [section 58-248\(b\)](#).
- (9) Wineries.

2015 Orthophoto



Attachment: Exhibit F (10366 : Michael Jermonimski, Esq.)

2024 Orthophoto



Attachment: Exhibit F (10366 : Michael Jermonimski, Esq.)

2011 Street View



2022 Street View



Attachment: Exhibit G (10366 : Michael Jermonimski, Esq.)



HOERIG
STORAGE
414.719.1100

Attachment: Exhibit H (10366 : Michael