



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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

**COMMON COUNCIL
Regular Meeting
Tuesday, January 14, 2020 – 7:30 PM
or immediately following the
Sewer Utility Commission meeting
Christine Nuernberg Hall**

Amended Agenda

1) Call to Order, Pledge of Allegiance, Roll Call

2) Public Hearing:

ORDINANCE 2019-1559 - An Ordinance Amending Chapter 58, Zoning Code, Allowing for the Establishment of Resale Businesses in the City's B-2 (Community Commercial) and B-5 (Industrial) Zoning Districts; **Recommended by Planning Commission November 11, 2019; Further Recommendation Forthcoming by Finance-Personnel Committee January 14, 2020; First Reading at Common Council December 10, 2019.**

3) Personal Appearances and Public Comment:

Citizens wishing to address the Council on any matter **not** on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. Please speak into the microphone at the podium. The time limitation is **FIVE** minutes. **To speak or to have your opinion recorded, please complete a registration slip found at the back of the room and submit it to the clerk.**

4) Public Officials' Reports:

- a) Mayor
- b) City Administrator

5) Consent Agenda:

- a) Common Council meeting minutes of December 10, 2019
- b) Architectural Board meeting minutes of November 11, 2019
- c) Finance-Personnel Committee meeting minutes of November 12, 2019
- d) Fire Department Reports for October and November 2019
- e) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of October 3, 2019
- f) Park and Open Space Board meeting minutes of October 30, 2019
- g) Planning Commission meeting minutes of November 11, 2019
- h) Planning Commission Policy Subcommittee meeting minutes of November 4, 2019
- i) Public Safety Committee meeting minutes of November 12, 2019

- j) Public Works Committee meeting minutes of October 15 and November 12, 2019
- k) Sewer Utility District Commission meeting minutes of October 15, October 22, and November 12, 2019
- l) Tree Board meeting minutes of March 13, 2019
- m) Ordinance First Readings

NOTE: First readings of Ordinances will not be acted upon unless a suspension of the rules is approved by a recorded vote of two-thirds majority of all aldermen.

- 1) **ORDINANCE 2019-1560** - An Ordinance Amending Chapter 58, Zoning Code, to Rezone Approximately Sixty-Four (64) Acres West of 10565 N. Wauwatosa Road Currently Zoned R-3/PUD/TDR and Five (5) Acres at 10565 N. Wauwatosa Road Currently Zoned R-3 to R-3/PUD/TDR and Twelve (12) Acres at 7626 W. Donges Bay Road from R-3/PUD/TDR to R-3/CGO; **Recommended by Planning Commission November 11, 2019; First Reading.**
- 2) **ORDINANCE 2020-1563** - An Ordinance Amending PUD Ordinance 2019-1550 for the Properties Located at 10865-10911 N. Port Washington Road and the Parcel Immediately to the South, Allowing for a Commercial Development of Approximately 9 Acres; **Recommendation Forthcoming by Planning Commission January 13, 2020; First Reading.**
- 3) **ORDINANCE 2020-1564** - An Ordinance Repealing and Recreating Article III, Chapter 14 of the Mequon Municipal Code, in Connection with the Licensing of Various Second-Hand Resale Establishments; **Recommendation Forthcoming by Finance-Personnel Committee January 14, 2020; First Reading.**

6) Ordinances:

- a) **ORDINANCE 2019-1559** - An Ordinance Amending Chapter 58, Zoning Code, Allowing for the Establishment of Resale Businesses in the City's B-2 (Community Commercial) and B-5 (Industrial) Zoning Districts; **Recommended by Planning Commission November 11, 2019; Further Recommendation Forthcoming by Finance-Personnel Committee January 14, 2020; First Reading at Common Council December 10, 2019.**
- b) **ORDINANCE 2019-1561** - An Ordinance Repealing and Recreating Chapter 50, Article II of the Mequon Municipal Code Relating to Nuisance Trees; **Recommended by Tree Board December 9, 2019; Recommended by Public Works Committee December 10, 2019; First Reading at Common Council December 10, 2019.**
- c) **ORDINANCE 2019-1562** - An Ordinance Repealing and Recreating Section 1-7 of the Mequon Municipal Code Relating to Penalties for Code Violations; **Recommended by Public Safety Committee December 10, 2019; First Reading at Common Council December 10, 2019.**

7) **Resolutions:**

- a) **RESOLUTION 3675** - A Resolution Approving a Final Plat for Phase I of The Woods at Highland Park, a 28-Unit (14 Buildings) Plex Development Located at 12431 North Green Bay Road; **Recommended by Planning Commission November 11, 2019.**
- b) **RESOLUTION 3677** - A Resolution Authorizing a Development and Dedication Agreement Between Thiensville – Mequon Rotary Foundation and the City of Mequon in the Amount of \$150,000 for the Construction and Dedication of the Town Center Gateway Promenade Located at the Northeast Corner of Mequon and Cedarburg Roads; **Recommendation Forthcoming by Finance-Personnel Committee January 14, 2020.**
- c) **RESOLUTION 3678** - A Resolution Authorizing a First Amendment to the Development Agreement for the Town Center Mixed-Use Development for Foxtown Center, LLC, to Modify Certain Deadlines in the Agreement; **Recommendation Forthcoming by Finance-Personnel Committee January 14, 2020.**
- d) **RESOLUTION 3679** - A Resolution Awarding the Sale of \$6,210,000 General Obligation Refunding Bonds Series 2020A; Providing the Form of the Bonds; And Levying a Tax in Connection Therewith; **Recommendation Forthcoming by Finance-Personnel Committee January 14, 2020.**
- e) **RESOLUTION 3674** - A Resolution Reaffirming Resolution 3634, and Authorizing Staff to Issue Permits to Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project at 9104 W. Mequon Road; **Recommendation Forthcoming by Public Works Committee, January 14, 2020.**
- f) **RESOLUTION 3680** - A Resolution Awarding a Contract for 2020 Cleaning Services at City Hall and the Public Works Combined Facility to Vanguard Cleaning Systems, Greenfield, Wisconsin for an Estimated Monthly Cost of \$3,672; **Recommendation Forthcoming by Public Works Committee January 14, 2020.**
- g) **RESOLUTION 3681** - A Resolution Approving a Second Amendment to the Cell Tower License Agreement with Celco Partnership d/b/a Verizon Wireless, to Extend the License Term and Expand the ~~Use~~ **Withdrawn** Area for the Tower Located at 11800 N. Port Washington Road; **Recommendation Forthcoming by Public Works Committee January 14, 2020.**
- h) **RESOLUTION 3682** - A Resolution Awarding a Contract for Pedestrian Crossing & Traffic Signal Design Improvements Along Mequon Road from Buntrock Avenue East Towards Cedarburg Road, to Traffic Analysis & Design, Inc. of Cedarburg, Wisconsin in an Amount Not-to-Exceed \$68,000; **Recommendation Forthcoming by Public Works Committee January 14, 2020.**
- i) **RESOLUTION 3683** - A Resolution Awarding a Contract for Repair of the Mequon Public Safety Building Foot Bridge to J.H. Hassinger, Inc. of Menomonee Falls, Wisconsin in the Amount of \$140,978; **Recommendation Forthcoming by Public Works Committee January 14, 2020.**

- j) **RESOLUTION 3684** - A Resolution Approving a Cost Share Agreement Between the City of Mequon and the Cedar Ridge Condominium Homeowners Association for Limited Storm Water Facility Improvements; **Recommendation Forthcoming by Public Works Committee, January 14, 2020.**
- k) **RESOLUTION 3685** - A Resolution Approving the Purchase of Four Police Vehicles from Ewald Automotive Group, Hartford, Wisconsin, the Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin and the Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of \$163,370; **Recommendation Forthcoming by Public Safety Committee January 14, 2020.**
- l) **RESOLUTION 3686** - A Resolution Allowing SPI Lighting, 10400 N. Enterprise Drive, to Discharge an Additional 1,500 Gallons of Industrial Wastewater Per Day into the City of Mequon's Sanitary Sewer System; **Recommendation Forthcoming by Sewer Utility District Commission January 14, 2020.**
- m) **RESOLUTION 3687** - A Resolution Adopting a Program Policy to Reduce Inflow and Infiltration from Private Property Sources; **Recommendation Forthcoming by Sewer Utility District Commission, January 14, 2020.**

8) **Specified Unfinished Business:** None.

9) **Presentation of Petitions, Memorials, and/or Remonstrances and Communications:** None.

10) **Specified Miscellaneous Unfinished Business:**

- a) **ORDINANCE 2019-1555** - An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres; **Recommended by Planning Commission September 9, 2019, First Reading at Common Council October 15, 2019, Public Hearing at Common Council December 10, 2019, Denied by Common Council 5-3 on December 10, 2019.**
 - 1) Planning Commission Re-Referral of **ORDINANCE 2019-1555** Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres; **Recommendation Forthcoming by Planning Commission January 13, 2020.**
 - 2) Potential Motion to Reconsider Council Action on December 10, 2019 Regarding **ORDINANCE 2019-1555.**

11) Committee of the Whole:

- a) Planning Commission Policy Subcommittee Update
- b) Reconvene as the Common Council

12) Potential Closed Sessions:

- a) East Trunk Sewer Basement Damage Claims: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved and then may reconvene into open session to take such action as deemed appropriate.
- b) Discussion of Annual Evaluation Process and Instrument for City Administrator and City Attorney: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation date of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as deemed appropriate.

13) Adjourn

Dated: January 14, 2020

/s/ John Wirth, 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 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



draft

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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Tuesday, December 10, 2019 - 7:30 PM
or immediately following the
Sewer Utility District Commission meeting
Christine Nuernberg Hall

Minutes

1) Call to Order, Pledge of Allegiance, Roll Call

Mayor Wirth called the meeting to order at 7:32 PM.

Present:

Mayor John Wirth
Alderman Robert Strzelczyk
Alderman Glenn Bushee
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Mark Gierl
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman Andrew Nerbun

Also present: City Administrator Jones, City Attorney Sajdak, Assistant City Administrator Schoenemann, City Clerk Fochs, City Engineer/Public Works Director Lundeen, Community Development Director Tollefson, Assistant Director of Community Development Zader, Finance Director Watson, Assistant Finance Director Krueger, Chief of Police Pryor; Fire Chief Bialk, IT Director McCaw, Parks and Forestry Superintendent Geis; Linda de la Mora; press and interested public.

2) Public Hearing:

ORDINANCE 2019-1555 - An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres; **Recommended by Planning Commission September 9; First Reading at Common Council October 15, 2019.**

Motion to open the public hearing for **ORDINANCE 2019-1555.**

Attachment: CC minutes_12-10-19_DRAFT (4775 : Common Council meeting minutes of December 10, 2019)

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Mayr

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

The following people spoke against **ORDINANCE 2019-1555**: Daniel Dunar, Ellen Roberts, Doug Roberts, Tim Dunar, Louise Dernehl, Matt Sullivan, Bill Schumaker, Gloria Tsao, Tom Saeger, Judy Saeger, Ann McDonald, Carol Walicki, Howard Schlei, Carol McCoy, Beth Schumaker, Mary Ireland, Chuck Schmidt, Dan Bradley, Julia Berry, Edward King, Rob Duncan, Nick Dobrinin, Roamn Rodichev, and Alex Leykin.

Issues cited were preference for less dense and rural community with five acre minimum lots, effect of construction on their natural resources such as water and roads, protection of the aquifer, and concern for increased traffic.

The following people opposed **ORDINANCE 2019-1555** but did not wish to speak: Barbara Sandberg, James Champa, Keh Tsao, Ray Brunette, Sr., Michael McDonald, Peter Stark, Elizabeth Wiza, Wava Utt, Brian Utt, Frank Sandberg, Ravji Kumbhani,

Theo Frenkel spoke in favor of **ORDINANCE 2019-1555** supporting progress, aquifer capabilities, and responsible development.

Motion to close the public hearing for **ORDINANCE 2019-1555**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to suspend the rules and take action on **ORDINANCE 2019-1555** and **RESOLUTION 3664**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Assistant Community Development Director Zader outlined the history of the subject parcel. From Mequon's incorporation until 2000 the area was primarily zoned R-1, which at the time allowed for 2.5 acre lots. In 2000, the City Council rezoned all properties outside the sewer boundary to 5-acre residential.

Attachment: CC minutes_12-10-19_DRAFT (4775 : Common Council meeting minutes of December 10, 2019)

Ms. Linda De La Mora, one of the four owners of the subject property provided a short historical summary. The property has been in the family for 76 years. The current owners have decided to develop the land and they enlisted the help of Fred Bersch and Paul Apfelbach. She requested approval of their proposed development with 2.5 acre lots and maintains that it would be consistent with the neighborhood and beneficial to the City of Mequon.

Fred Bersch provided an historical timeline of the development of the neighborhood, the land use plan map, and the 2035 Comprehensive Plan for Mequon. Maintaining the rural character of the neighborhood is a reasonable plan goal and the proposed development is consistent with that goal. Paul Apfelbach, also working with the property owners, stated that the proposed six lots are larger than the majority of the lots in the area.

Director Lundeen indicated that the incremental increase from three homes to six homes is not anticipated to have an impact on other wells in the vicinity. There are multiple aquifers and aquifers may have inhibitors, such as bedrock, that would require them to go deeper than other properties that may not.

Attorney Sajdak explained that the State legislature enacted legislation, effective January 1, 2019, eliminating protest petitions from the state code. Local protest provisions are not within Mequon's code. Therefore, a majority vote will determine the outcome.

Motion to suspend the rules and allow aldermen to speak over five minutes.

RESULT: Approved by Roll Call Vote [6 to 2]
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Parrish

AYES:	Strzelczyk, Bushee, Mayr, Gierl, Parrish, Schneider
NAYS:	Hansher, Nerbun

Alderman Gierl summarized the history of the rezoning of the property and the results of the Blue Ribbon Visioning Committee of 1999, Ordinance 2000-991, and Ordinance 2000-992. He further talked about current and previous zoning, the fragile aquifer, neighbors that have had to re-drill wells and irrigation systems.

Mayor Wirth passed the gavel to the Council President and commented on the water table in this area.

The Common Council took a short break.

Council discussion ensued on the property tax history, aquifer, draw down tests, in fill parcels, precedent setting, city-wide survey results, and fairness to property owners.

Attachment: CC minutes_12-10-19_DRAFT (4775 : Common Council meeting minutes of December 10, 2019)

- a) **ORDINANCE 2019-1555** - An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres.

Motion to deny **ORDINANCE 2019-1555**.

RESULT: **Approved by Roll Call Vote [5 to 3]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Hansher

AYES:	Bushee, Mayr, Gierl, Parrish, Schneider
NAYS:	Strzelczyk, Hansher, Nerbun

3) Personal Appearances and Public Comment:

Debbie Tomczyk spoke on behalf of **ORDINANCE 2019-1559** and Collectique, a business that will be affected by the resale business ordinance. She requested minor amendments to the ordinance: 1) allow "movable" displays and 2) allow merchandise to be displayed in windows.

4) Public Officials' Reports:

- a) Mayor: The Mayor extended his thanks for the Festivals Committee for their hard work in planning the recent Winter Wonderland event at City Hall. In addition, he extended holiday wishes to all.
- b) City Administrator: None.

5) Consent Agenda:

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES:	Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun
--------------	--

- a) Common Council meeting minutes of November 12, 2019.
- b) Architectural Board meeting minutes of October 14, 2019.
- c) Board of Appeals meeting minutes of May 2, 2019.
- d) Board of Police and Fire Commissioners meeting minutes of November 5, 2019.
- e) Festivals Committee meeting minutes of October 14, 2019.
- f) Finance-Personnel Committee meeting minutes of October 15, 2019.
- g) Public Safety Committee meeting minutes of October 15, 2019.
- h) Public Welfare Committee meeting minutes of August 27 and October 15, 2019.

Attachment: CC minutes_12-10-19_DRAFT (4775 : Common Council meeting minutes of December 10, 2019)

i) Ordinance First Readings

NOTE: First reading of Ordinances will not be acted upon unless a suspension of the rules is approved by a recorded vote of two-thirds majority of all aldermen.

- 1) **ORDINANCE 2019-1559** - An Ordinance Amending Chapter 58, Zoning Code, Allowing for the Establishment of Resale Businesses in the City's B-2 (Community Commercial) and B-5 (Industrial) Zoning Districts.

RESULT: First Reading

- 2) **ORDINANCE 2019-1560** - An Ordinance Amending Chapter 58, Zoning Code, to Rezone Five (5) Acres at 10565 N. Wauwatosa Road from R-3 to R-3/PUD/TDR and Twelve (12) Acres at 7626 W. Donges Bay Road from R-3 to R-3/PUD/TDR.

RESULT: First Reading

- 3) **ORDINANCE 2019-1561** - An Ordinance Repealing and Recreating Chapter 50, Article II of the Mequon Municipal Code Relating to Nuisance Trees.

RESULT: First Reading

- 4) **ORDINANCE 2019-1562** - An Ordinance Repealing and Recreating Section 1-7 of the Mequon Municipal Code Relating to Penalties for Code Violations.

RESULT: First Reading

6) Ordinances:

- a) Item 6a was moved to after the Public Hearing for **ORDINANCE 2019-1555**.
- b) **ORDINANCE 2019-1554** - An Ordinance Amending Chapter 2, Article IX of the Mequon Municipal Code, Allowing Electronic Participation at Meetings by Members of Certain Boards, Commissions and Committees.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Gierl

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to suspend the rules and take action on **ORDINANCE 2019-1558**.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

Attachment: CC minutes_12-10-19_DRAFT (4775 : Common Council meeting minutes of December 10, 2019)

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- c) **ORDINANCE 2019-1558** - An Ordinance Amending the Charter Ordinance that Establishes the Planning Commission, Enacting Rules for the Reconsideration of Items.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Gierl

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

7) Resolutions:

- a) **RESOLUTION 3650** - A Resolution Adopting the 2019 City of Mequon Park and Open Space Plan.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Mayr

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- b) **RESOLUTION 3664** - A Resolution Authorizing a Development Agreement for a Six-Lot Single-Family Subdivision Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane.

Hearing no objection, the Mayor deemed **RESOLUTION 3664** rejected. No vote was taken.

- c) **RESOLUTION 3665** - A Resolution Authorizing Execution of a Contract for Server Upgrades with Office Technology Group, Milwaukee, Wisconsin for a Not-to-Exceed Cost of \$43,867.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Strzelczyk

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- d) **RESOLUTION 3666** - A Resolution Approving a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville and the Mequon-Thiensville School District Regarding a School Resource Officer Program.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- e) **RESOLUTION 3667** - A Resolution Approving an Agreement for City Maintenance, Assessing and Revaluation Services with Grota Appraisals, LLC, Menomonee Falls, Wisconsin in the Amount of \$678,550 and the Commensurate Re-Appointment of Michael L. Grota as the Statutory City Assessor through December 31, 2022.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- f) **RESOLUTION 3668** - A Resolution Approving a Memorandum of Understanding Between the City of Mequon and the Mequon Fire & EMS Association Allowing for an Increase in Compensation for Stand-By and Paramedic Pay from January 5, 2020 - January 2, 2021.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Bushee

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- g) **RESOLUTION 3669** - A Resolution Authorizing the Borrowing of \$6,210,000; and Providing for the Issuance and Sale of General Obligation Refunding Bonds Therefor.

Director Watson clarified that the 2011 bonds that will be refinanced will still be paid off in the same time schedule, not beyond the original dates.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- h) **RESOLUTION 3670** - A Resolution Approving the Purchase of the Following Items in Connection with the Department of Public Works 2020 Equipment Replacement Program: A) A Bobcat 5600 Utility Work Machine and Attachments from Bobcat Plus, Inc., Butler, Wisconsin for \$70,482; and B) Two (2) Used Ford F250 Super Duty Pickup Trucks from the City of Mequon Sewer Utility at a Total Cost of \$14,000.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- i) **RESOLUTION 3671** - A Resolution Ratifying Change Orders No. 7 & 8 for the Mequon Civic Campus Parking Lot Reconstruction Project, Payable to Poblocki Paving Corporation in the Amount of \$39,146.

The Mayor would like contingencies built into future Public Works project contracts.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- j) **RESOLUTION 3672** - A Resolution Denying Claims Related to Alleged Damage to 10340 N. Westport Circle, 10346 N. Westport Circle, and 10348 N. Westport Circle from the East Trunk Sewer Project.

RESULT: **Tabled [Unanimous]**

MOVED BY: Alderman Strzelczyk

SECONDED BY: Alderman Parrish

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- k) **RESOLUTION 3673** - A Resolution Approving the Following Contracts in Connection with the Sanitary Sewer Utility District's 2019 Capital Improvement Program: A) Phase 2 Rehabilitation of the Mequon-Thiensville Sanitary Sewer Interceptor to Michels Corporation of Brownsville, Wisconsin in the Amount of \$776,912; B) Project Inspection Services for Phase 2 Rehabilitation of the Mequon-Thiensville Sanitary Sewer Interceptor to R.A. Smith, Inc. of Brookfield, Wisconsin in the Amount of \$51,220; C) Replacement of Pumps at Lift Stations J & S to L.W. Allen, Inc. of Madison, Wisconsin in the Amount of \$51,600; and D) Replacement of Pumps at Lift Stations P & Q to Crane Engineering of Kimberly, Wisconsin in the Amount of \$45,360.

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Schneider

SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Council did not convene as the Committee of the Whole to discuss the Planning Commission Policy Subcommittee Update.

8) **Committee of the Whole:**

- a) Planning Commission Policy Subcommittee Update.
- b) Reconvene as the Common Council

9) **Specified Unfinished Business:** None.

10) **Presentation of Petitions, Memorials, and/or Remonstrances and Communications:** None.

11) **Specified Miscellaneous New Business:**

- a) Appointment of 2020-2021 Election Inspectors and Special Voting Deputies

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Hansher

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- b) Mayoral Appointment -Planning Commission, Stephanie Hawley, Member

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Parrish
SECONDED BY: Alderman Schneider

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

12) **Adjourn**

Motion to adjourn at 10:46 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Respectfully Submitted,
Kathy Andrykowski

Attachment: CC minutes_12-10-19_DRAFT (4775 : Common Council meeting minutes of December 10, 2019)



ARCHITECTURAL BOARD MINUTES
Monday, November 11, 2019
6:30 PM
Downstairs Conference Room

Minutes

1. Call to Order, Roll Call

Present: Chairman Roger Davison

Members at Large: Scott Reed, Bobbi Schroeder, John Mikkelson,
Dawn Sederholm, Paul Apfelbach

Aldermanic District Members: Paul Mattingly, Anthony LaGalbo, Christine Korjenek

Building Inspector: Paul Launer

2. Meeting Minutes

Minutes from the October 14, 2019 meeting were approved by the Chairperson At Large, Roger Davison and seconded by Vice Chair, Scott Reed.

A vote was taken, and the meeting minutes were passed unanimously.

Attachment: Arch Brd minutes_11-11-19 (4707 : Architectural Board meeting minutes of November 11, 2019)

3. **Application Submittals:**

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 6:30 pm	New Single Family Residence	Veridian Homes LLC 8305 W. Mourning Dove Court Subd: The Enclave	Cont: Veridian Homes LLC Arch: Veridian Homes LLC
<p>Moved to Approve: <u>Mattingly</u></p> <p>Seconded by: <u>Davison</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>7-0</u></p> <p>Conditions: Plans were approved as submitted with the following conditions: 1. Add grids to rear windows and patio doors. 2. Add additional window on right elevation.</p>				
2)	Dist. 2 6:35 pm	New Single Family Residence	Ryan & Katie Kautzer 9807 N. Cedarburg Rd. Subd: N/A	Cont: Bonnilake Real Estate Arch: Oostburg Lumber Co.
<p>Moved to Approve: <u>Mattingly</u></p> <p>Seconded by: <u>Schroeder</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>7-0</u></p> <p>Conditions: Plans approved as submitted with the condition that grids are added to patio doors on rear elevation.</p>				
3)	Dist. 4 6:40 pm	New Single Family Residence	Tim O'Brien Homes 10830 N. Tartan Court Subd: Highlander Estates	Cont: Tim O'Brien Homes Arch: Andrew Elder
<p>Moved to Approve: <u>Mattingly</u></p> <p>Seconded by: <u>Reed</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>7-0</u></p> <p>Conditions: Plans approved as submitted.</p>				

Attachment: Arch Brd minutes_11-11-19 (4707 : Architectural Board meeting minutes of November 11, 2019)

4)	Dist. 4 6:45 pm	Addition: Attached Garage and Mudroom	Daniel & Hannah Ramirez 8014 W. Donges Bay Road Subd: N/A	Cont: Ramz General Const. LLC Arch: Waterborne Designs LLC
----	--------------------	--	---	---

Moved to Approve: Mattingly
 Seconded by: Schroeder
 Approved: Yes
 Vote: 7-0

Conditions: Plans approved as submitted with the condition that a window (or faux) is added to the rear elevation of garage.

5)	Dist. 8 6:55 pm	Addition: Master Bedroom Suite	Jay & Betsey Woody 616 E. Juniper Lane Subd: N/A	Cont: Owner Arch: John Bagnet
----	--------------------	---	--	--------------------------------------

Moved to Approve: LaGalbo
 Seconded by: Apfelbach
 Approved: Yes
 Vote: 8-0

Conditions: Plans approved as submitted with the condition that the new siding is horizontal to match existing.

6)	Dist. 8 7:05 pm	New Single Family Residence CANCELLED	Rehan & Salma Khan 12336 N. Lake Shore Drive Subd: N/A	Cont: TBD Arch: Steve Wollershein
----	--------------------	--	--	--

Moved to Approve: _____
 Seconded by: _____
 Approved: _____
 Vote: _____

Conditions:

Attachment: Arch Brd minutes_11-11-19 (4707 : Architectural Board meeting minutes of November 11, 2019)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE
Tuesday, November 12, 2019
6:45 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

- Alderman Mark Gierl
- Alderman Andrew Nerbun
- Alderman Robert Strzelczyk
- Mayor John Wirth

Also Present: City Administrator Jones, Finance Director Watson, Assistant to the Finance Director Krueger, Assistant City Administrator Schoenemann, City Clerk Fochs, City Attorney Sajdak, Executive Assistant Prosser, Tom Ross-Ansay & Associates, Gavin North-MetLife

2) Approve Meeting Minutes

a. October 2019 Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk
--

3) License applications

a. November 2019 Licenses

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk
--

4) Vouchers for payment

Attachment: Finance - Personnel minutes_11-12-19 (4711 : Finance-Personnel Committee meeting minutes of November 12, 2019)

a. October 2019 Voucher Report

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk

5) Resolutions

a. RESOLUTION 3655 A Resolution Awarding a Contract for Long Term Disability Insurance and Employee Assistance Program Services to MetLife for an Annual Estimated Premium of \$28,780

Assistant City Administrator Schoenemann stated staff began a process to review the City's non-medical lines of insurances to ensure the City is getting the best value from its providers. After interviewing four brokerage firms staff is recommending MetLife based on strength of service, cost and the inclusion of an Employee Assistance Program (EAP) with no additional annual fee. A cost savings of \$17,932.37 annually.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk

b. RESOLUTION 3656 A Resolution Approving the 2020 Compensation Plan for Non-Represented Employees, and Establishing the Position of Forestry Worker at Pay Grade 8 (\$46,954 - \$63,527)

Assistant City Administrator Schoenemann reviewed the 2020 Compensation Plan for non-represented employees with the Committee. Mr. Schoenemann stated the 2020 Compensation Plan includes the position of Forestry Worker for the Public Works Department at Pay Grade 8 in accordance with the Appropriation Committee's direction at its meeting on October 3. Mr. Schoenemann noted that the Compensation Plan provides for a 2% wage adjustment among non-represented employees and the ability for staff to earn up to an additional 1% based on individual performance.

Staff was asked to consider requiring the Forestry Worker position to hold a license as an arborist. Mr. Schoenemann stated the job description will have a strong preference for forestry background and experience.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Gierl

AYES: Gierl, Nerbun, Strzelczyk

c. RESOLUTION 3659 A Resolution Designating Hometown Bank, Fond du Lac, WI, as a Public Depository for the City of Mequon

Finance Director Watson stated staff completed a thorough review of the City's ambulance billing services, ending with the selection of LifeQuest Services. Director Watson noted as the transition process from the City's previous contractor began, LifeQuest requested an account be opened at Hometown Bank of Fond du Lac, Wisconsin to serve as the collection account for Mequon ambulance receipts and fees.

Several changes were offered to Resolution 3659 to include: change the word, *above* to below in the first line of item 4. Use only the position titles of the authorized signers in item 5.

RESULT: **Approved with Amendments [Unanimous]**
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Strzelczyk

AYES: Gierl, Nerbun, Strzelczyk

d. RESOLUTION 3660 A Resolution Appointing Kaitlyn M. Krueger to the Position of Finance Director/City Treasurer

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Gierl, Nerbun, Strzelczyk

6) Information Items

a. 2019 YTD Investment Report as of 9/30/2019

The 2019 Year-to-Date Investment Report as of 9/30/2019 was provided to the Committee.

b. 2019 YTD Budget Report For the Nine Months Ending 9-30-19

The 2019 Year-to-Date Budget Report For the Nine Months Ending 9/30/2019 was provided to the Committee.

c. Fee Schedule Review - Overhead Model

Finance Director Watson stated, during the process of reviewing the City's Fee Schedule, staff was asked to provide an overhead model for the purpose of calculating each department's billing hourly rate including an allocation to cover overhead expenses. Finance Director Watson provided the Committee with a draft overhead model using examples and

studies from other municipalities. A test of the overhead model was completed on the rates of the Engineering Department and provided to the Committee for review and discussion. Staff was asked to bring the model back including depreciation as a proxy for rent.

d. November 2019 Work Plan

The Committee did not have any items to add to the work plan.

7) Motion to adjourn the meeting at 7:26 P.M.

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Alderman Gierl

SECONDED BY: Alderman Strzelczyk

AYES: Gierl, Nerbun, Strzelczyk

Respectfully Submitted,

Lina Prosser

Attachment: Finance - Personnel minutes_11-12-19 (4711 : Finance-Personnel Committee meeting minutes of November 12, 2019)

**Mequon Fire Department
Monthly Report – October 2019**



Calls for Service

Call Type	October 2019	YTD 2019	YTD 2018
EMS	145	1526	1397
Fire	31	379	371
Interfacility Transports	7	68	43
Total	183	1973	1811

Response Times

Call Type	Average Response Time
First Responder	4:29
Ambulance	9:12
Fire	12:13

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	8
Rescue/EMS (water/ice rescue or search for lost person)	7
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	6
Service Call (smoke removal, mutual aid standby)	2
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	0
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	8
Severe Weather	0
Monthly Total	31

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	31
Breathing Problem	14
Unconscious Person	3
Lift Assist	13
Stroke/CVA	4
Sick	7
Traffic Accident	11
Altered Mental Status	4
Chest Pain	4
Seizures	3

Monthly Training

Type	Average Attendance
Fire/EMS	28
Dive/Tech Rescue	6

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	3
Public Education-CPR, Fire Preparedness Class, First Aid	1

Administrative

Activity	Number
False Alarm Charges	7
Burn Permits Issued	12
Fire Inspections	N/A

Mequon Fire Department Monthly Report – November 2019



Calls for Service

Call Type	November 2019	YTD 2019	YTD 2018
EMS	150	1671	1517
Fire	41	420	409
Interfacility Transports	13	81	51
Total	204	2172	1977

Response Times

Call Type	Average Response Time
First Responder	4:27
Ambulance	8:56
Fire	11:31

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	6
Rescue/EMS (water/ice rescue or search for lost person)	10
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	2
Service Call (smoke removal, mutual aid standby)	4
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	1
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	18
Severe Weather	0
Monthly Total	41

EMS Calls – By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	27
Breathing Problem	14
Unconscious Person	6
Lift Assist	9
Stroke/CVA	8
Sick	3
Traffic Accident	8
Altered Mental Status	8
Chest Pain	10
Seizures	3

Monthly Training

Type	Average Attendance
Fire/EMS	28
Dive/Tech Rescue	9

Community Education

Activity	Number
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	1
Public Education-CPR, Fire Preparedness Class, First Aid	1

Administrative

Activity	Number
False Alarm Charges	11
Burn Permits Issued	4
Fire Inspections	44



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655



www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission
Thursday, October 3, 2019
8:00 AM
North Conference Room

Minutes

- 1. Call to Order, Roll Call
Chairman Leonard called the meeting to order at 8:05 AM.

Present:

Chair Carol Leonard
Vice Chair T. Azinger
Commissioner Janice Druetzler-Katz
Commissioner Ron Heinritz
Commissioner John Liegeois
Commissioner Maggie Sewart

Absent:

Commissioner Kristin Wade

Also present were Assistant City Engineer Henk, and Administrative Assistant Deuster.

- 2. Approval of Meeting Minutes
 - a. September 5, 2019 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Sewart
SECONDED BY: Commissioner Liegeois

AYES:	Leonard, Azinger, Druetzler-Katz, Liegeois, Sewart
ABSENT:	Wade
NOT PRESENT:	Heinritz

- 3. Resident Communications
None
- 4. Discussion/Action Items
 - a. Priority Information List
 - a. Bike Safety Brochure
 - a. table to next meeting

Attachment: Bikeway minutes_10-03-19 (4756 : Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of October 3,

Member Wade was working on the brochure and she was unable to attend so it was tabled to the next meeting. Member Azinger offered to look at it and tabled the discussion to the next meeting.

RESULT: Tabled [Unanimous]
MOVED BY: Commissioner Azinger
SECONDED BY: Commissioner Sewart

AYES: Leonard, Azinger, Druetzler-Katz, Liegeois, Sewart
NOT PRESENT: Heinritz

b. Crosswalk Safety

Member Druetzler-Katz stated she would reach out to Just drive agencies for student drivers to get more information out there.

Member Azinger stated there is still a visibility issue at crosswalks at County Line and Donges Bay roads but the OIT. Recommended having Public Works look into the visibility there.

- b. Priority Information List - Grants
- c. Grade Separation at Mequon Rd and OIT

The board was updated that the grade separation at Mequon Road and the OIT will be discussed at a future Public Works Meeting.

d. Signage at the OIT

Assistant City Engineer Henk updated the members of the new pedestrian crosswalk signage at Mequon Road and the OIT.

5. Other Business

6. Adjourn

- a. Adjourn at 8:37 AM.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Commissioner Sewart
SECONDED BY: Commissioner Azinger

AYES: Leonard, Azinger, Druetzler-Katz, Heinritz, Liegeois, Sewart

Respectfully Submitted,

Casey Deuster



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2918
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, October 30, 2019
6:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

- Chairman Patrick Marchese
- Vice Chair Nancy Urbani
- Board Member Joseph Branch
- Board Member Jason Cain
- Board Member Geoffery Hurtado
- Board Member James Lysaught
- Baord Member Anton Usowski
- Board Member Gerald Vite
- Alternate Alderman Mark Gierl -- **Absent**
- Board Member Kay Amland -- **Absent**
- Board Member John Lhost -- **Absent**
- Vacant Seat -- **Excused**

Also present were Parks and Forestry Superintendent Gies, Administrative Assistant Deuster, and Ayres Associate Blake Theisen.

2) Approval of Meeting Minutes

a. October 2, 2019 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Lysaught
SECONDED BY: Board Member Vite

AYES:	Marchese, Urbani, Branch, Cain, Hurtado, Lysaught, Usowski, Vite
ABSENT:	Lhost

3) Action Item

Discussion and possible action

- a. **RESOLUTION 3650** A Resolution Adopting the 2019 City of Mequon Park and Open Space Plan

Attachment: Park and Open Space Brd minutes_10-30-19 (4710 : Park and Open Space Board meeting minutes of October 30, 2019)

Parks and Forestry Superintendent Gies stated staff was looking for approval pending any minor changes from the board. Once there is an approval from the park and open space board it will go through planning commission in November and Common Council in December.

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Hurtado

SECONDED BY: Board Member Lysaught

AYES: Marchese, Urbani, Branch, Cain, Hurtado, Lysaught, Usowski, Vite

4) Discussion Item

a. Master Plan Report

Ayres Associate Blake Theisen began the discussion walking through the Master Plan document for Lemke, Rotary, and River Barn Parks. He informed the committee of how the plan was put together and answered any questions from the board.

Parks and Forestry Superintendent Gies informed the board that the most recent plan would be e-mailed out for the board members to submit any comments or changes and the plan would come forth for approval in the November meeting.

5) Adjourn

a. Motion To Adjourn at 7:53 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Board Member Hurtado

SECONDED BY: Board Member Vite

AYES: Marchese, Urbani, Branch, Cain, Hurtado, Lysaught, Usowski, Vite

Respectfully Submitted,

Casey Deuster

Attachment: Park and Open Space Brd minutes_10-30-19 (4710 : Park and Open Space Board meeting minutes of October 30, 2019)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2904
 Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, November 11, 2019
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chairman John Wirth
 Alderman Robert Strzelczyk
 Commissioner Rick Lemke
 Commissioner Brian Parrish
 Commissioner James Schaefer
 Commissioner Rebecca Schaefer
 Commissioner John Stoker
 Alternate James Baka
 Alternate Stephanie Hawley
 Alternate Greg Bach
 Alternate Dan Gentges
 Commissioner Martin Choren - **Absent**

Mayor Wirth called the meeting to order.

The Pledge of Allegiance was said in honor of Veteran's Day.

a) Minutes from October 7, 2019

Action

Ald. Strzelczyk made a motion to approve the October 7, 2019 minutes.
 Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (8-0).

Attachment: Planning Comm minutes_11-11-19 (4759 : Planning Commission meeting minutes of November 11, 2019)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert Strzelczyk, Alderman/Vice Chair
SECONDER: John Stoker, Commissioner
AYES: Wirth, Strzelczyk, Baka, Lemke, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT: Choren

2) Public Hearing/Consent

- a) Concord Development Company. The applicant is seeking conditional use grant approval to allow for an indoor recreation and amusement facility (Little Sprouts Cafe) for the property located at 1406 W. Mequon Road.

Action
 Commissioner Stoker made a motion to go into public hearing.
 Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (8-0).

Action
 Commissioner Becky Schaefer made a motion to close the public hearing.
 Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (8-0).

Action
 Commissioner Becky Schaefer made a motion to approve the consent item.
 Commissioner Stoker seconded the motion.
A voice vote was taken; vote passed (8-0).

RESULT: APPROVED [8 TO 0]
MOVER: Rebecca Schaefer, Commissioner
SECONDER: John Stoker, Commissioner
AYES: Wirth, Strzelczyk, Baka, Lemke, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT: Choren

3) Consent

- a) Lemke Seed Farms, Inc. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 10220 N. Granville Road.

Commissioner Lemke recused himself from the consent items.

Action
 Commissioner Stoker made a motion to approve the consent items per staff recommendations.
 Commissioner Becky Schaefer seconded the motion.
A voice vote was taken; vote passed (8-0).

Attachment: Planning Comm minutes_11-11-19 (4759 : Planning Commission meeting minutes of November 11, 2019)

- b) Jennifer & Steven Wirth. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the properties located at 14150-14280 N. Granville Road.

RESULT: APPROVED [8 TO 0]
MOVER: John Stoker, Commissioner
SECONDER: Rebecca Schaefer, Commissioner
AYES: Wirth, Strzelczyk, Baka, Hawley, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT: Choren
RECUSED: Lemke

4) Regular Business

- a) **RESOLUTION 3650** - A Resolution Adopting the 2019 City of Mequon Park and Open Space Plan.

City Forester, Mike Gies, stated that there was consensus that the last plan was too broad and there was no direction regarding funding as it pertains to the parks. The goal was to provide a more comprehensive plan that is easier to use going forward: projects to be done, funding sources to be used and established guidelines.

Action

Commissioner Becky Schaefer made a motion to recommend the resolution.
 Ald. Strzelczyk seconded the motion.
A voice vote was taken; vote passed (8-0).

RESULT; Approved {Unanimous}
MOVED BY: Commissioner R. Schaefer
SECONDED BY: Alderman Srzelczyk
AYES: Wirth, Strzelczyk, Baka, Lemke, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT: Choren

- b) Allrite Home and Remodeling. The applicant is seeking building plan amendment approval to modify the exterior building material for the condominiums located at 1145-1154 Baldwin Court

Planner Vang stated that the request is for the north building of the Baldwin Court condominiums. The applicant is proposing to replace the wood siding with vinyl siding. Typically, this type of request is approved at staff level, but staff is recommending that a wood-based siding be used and the applicant requested that the Planning Commission weigh in on the decision regarding the siding materials.

The applicant, Jordan Miller with Allrite Remodeling, stated that he was hired to replace the siding and trim for the Baldwin Court condominiums. The material requested is an insulated

Attachment: Planning Comm minutes_11-11-19 (4759 : Planning Commission meeting minutes of November 11, 2019)

back vinyl because its appearance and cost are very similar to a wood-based product. Due to an older clientele the applicant also liked that the siding is mostly a maintenance-free product. He stated that the wood-based products require painting which the applicant would like to avoid. Mr. Miller stated that he has installed this product before, and he believes that it is a good product.

Feedback from the Commission was that vinyl siding should not be used.

Action

Commissioner Jim Schaefer made a motion to approve staff recommendation that the siding material be HardiePlank or wood-based plank.

Commissioner Becky Schaefer seconded the motion.

A roll call vote was taken; vote passed (8-0).

RESULT:	APPROVED [8 TO 0]
MOVER:	James Schaefer, Commissioner
SECONDER:	Rebecca Schaefer, Commissioner
AYES:	Wirth, Strzelczyk, Baka, Lemke, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT:	Choren

- c) Concordia University. The applicant is seeking building and site plan amendment to allow for a dome over the football field at 12800 N. Lake Shore Drive.

Asst. Dir. Zader state that this item was in front of the Commission in September and the item was denied with a 4-4 vote. The applicant is proposing to modify the materials and is allowed to be back in front of the Commission. The color of the dome has been changed to blue and the dome will be opaque. As part of the application, site line study information has been submitted as there was discussion regarding the height of the trees at the September meeting. The applicant has flown a drone which shows the north property tree line to be approximately 71 feet in height. Additional renderings of what the dome would look like from various directions have been submitted and are included in the board packet. Staff recommends approval of the dome again; however, prefers the white colored dome over the blue.

Chuck Reymolds -13340 N. Northwood Lane - is opposed to the proposed dome due to increased traffic, noise and garbage around the campus. He believes the dome is massive and will be a beacon which will not blend into the character of the neighborhood. He feels that white is better than the proposed blue dome. He has questions regarding the noise levels, and he believes that it should be monitored and regulated.

Dan Bradley - 344 W. Bonniwell Road - is opposed to the dome as he stated at the September meeting and the reasons stated by Mr. Reynolds. He also agrees that white is preferable over the blue color and that opaque is also preferable.

The applicant was represented by Dr. Rob Barnhill; Director of Athletics at Concordia University, Dave Fenton with Horizon Building Systems and Cliff Mayer from Mayer Helminiak Architects.. Dr. Barnhill stated that the rationale for proposing the dome again is due to the large number of student athletes that do not have enough outdoor space to practice. This would allow

Attachment: Planning Comm minutes_11-11-19 (4759 : Planning Commission meeting minutes of November 11, 2019)

for all the outdoor teams to move outdoors to practice providing more space and availability for indoor sports teams and recreational sports to be held in the field house. He stated that they listened to the feedback from the Commission and have addressed the light trespass issue by taking out the skylight, the material will be opaque, and the site line study was conducted. He believes that Concordia is an asset to the community and strives to be a good neighborhood and hopes that the Commission will approve the requested dome.

When questioned, Mr. Fenton answered that the noise generated for the dome generators use variable frequency dry fans with a maximum of a 65-decibel level. He stated that most of the time the generators are running at 10-15%.

Asst. Dir. Zader answered a question from the Commission that an annual sound reading review can be conducted. This is also done annually for the PA system at the ballpark.

The Commission provided feedback that the site line study is critical in the decision-making process. They appreciate the need for the space for the student athletes. The white color and opaque material are preferred.

Action

Commissioner Stoker made a motion to approve per staff recommendations, the dome shall be white in color, shall be opaque material and spot noise checks shall be conducted.

Commissioner Lemke seconded the motion.

A roll call vote was taken; vote passed (6-2) (No votes: Jim Schaefer, Parrish).

RESULT:	APPROVED WITH CONDITIONS [6 TO 2]
MOVER:	John Stoker, Commissioner
SECONDER:	Rick Lemke, Commissioner
AYES:	Wirth, Strzelczyk, Baka, Lemke, R, Schaefer, Stoker
NAYS:	Parrish, J. Schaefer
ABSENT:	Choren

- d) Quality Auto Body. The applicant is seeking minor request approval to allow for a 6-foot high fence to be installed on the property line for the property located at 11065 N. Cedarburg Road.

Asst. Dir. Zader stated that the applicant was in front of the Commission in April of 2019 for a remodeling effort by Quality Auto Body. There was no discussion at the time for installing a fence as there was a vegetation line around the perimeter at that time. The applicant is seeking approval for a 6-foot high fence around the rear of the property. Due to the Town Center zoning this request requires Planning Commission approval. Asst. Dir. Zader showed a rendering of the site and explained the staff recommendation to require the 10-foot setback for the fence; or to be placed a few feet off the property line to provide space for some landscaping. At the side of the building, the asphalt is right at the property line and staff recommends the fence be tapered down in that area to 4-feet in height. This is the side of the building being remodeled and staff believes there is no reason to provide screening. In summary, staff supports the fencing request but

Attachment: Planning Comm minutes_11-11-19 (4759 : Planning Commission meeting minutes of November 11, 2019)

prefers that it is moved in from the property line to add some landscaping to soften the look to the neighboring properties.

The applicant, Steve Stys; owner of Quality Auto Body, stated that he is requesting the fence to provide screening from the neighboring properties. He has the support of the neighbor to place the fence on the property line and he has an agreement with the neighbors to provide landscaping even if it is located on their property. He explained that the lot line is so small and so close to the building that if he places a fence 10-feet off the property line he will not have space to park cars. He stated that he cannot afford to losing any parking stalls as he is already at capacity. He stated that aesthetically and for security purposes he would like a 6-foot fence for the entire property as proposed.

Asst. Dir. Zader answered the Commission that documentation from the neighbor is required and a landscaping plan is required.

The Commission prefers the 10-foot setback be imposed where applicable but acknowledge that this is a unique property in that it is very small and oddly shaped. The Commission appreciates the applicant making improvements to this site.

Action

Ald. Strzelczyk made a motion to approve a 6-foot fence for the entire property within a 5-foot setback from the property line and the landscaping plan shall be approved by staff.

Commissioner Parrish seconded the motion.

A voice vote was taken; vote passed (8-0).

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	Robert Strzelczyk, Alderman/Vice Chair
SECONDER:	Brian Parrish, Commissioner
AYES:	Wirth, Strzelczyk, Baka, Lemke, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT:	Choren

- e) Mequon 1, LLC/VH Mequon II, LLC. The applicant is seeking rezoning recommendation approval to allow for an 82-lot single-family subdivision for the property located at 10565 N. Wauwatosa Road and lands to the west.

Asst. Dir. Zader stated that this has been in front of the Commission several times over the years and has changed depending on the applicant. He showed a few maps to demonstrate where the proposal is today. Veridian Homes now has ownership of all three parcels and the PUD will only include the three parcels and will remove the 12 acres to the south. The overall number of units for the project has dropped to 82. 68 of such lots are based on the 1-acre yield and as part of the purchase from North Shore Bank, the applicant has also purchased TDR credits. The applicant is using 14 of the 16 TDR credits on this site. There will be connections to Tree Sparrow Court on the north, a connection across from Hidden Creek on Wauwatosa Road as well as a future connection to the south and to the west for a future development.

Asst. Dir. Zader stated the yield plan is similar to what has been previously approved. The

biggest change is the modification to the road which turns slightly to the north due to the preservation of a specimen tree. A few trail connections have been added per staff request. There is an issue regarding the mailboxes and whether they can be broken up into a few areas instead of one clustered mail location. Engineering would like some traffic calming features to be added. Overall staff is supportive of the plans and recommends approval.

The applicant, Matt Cudney from Veridian Homes, stated that he agrees with most of the staff report conditions except for items #10 and #13. The applicant is requesting a 10-foot minimum width for the outlot for the paths and they will provide maintenance easements on the individual lots. To be consistent with the existing Enclave neighborhood the applicant is requesting the minimum dwelling sizes on a ranch home be 1900 square feet and 2100 square feet for a multi-story home.

Staff supports the changes requested by the applicant.

The Mayor stated that he is pleased that the applicant is using the TDR credits and would like them to be used more extensively. He believes it permanently preserves land that would not be otherwise preserved without charging taxpayers for it. It allows for the rural character of these areas in the city to be maintained while adding new residential development.

Action

Commissioner Stoker made a motion to approve per staff recommendations with the change to item #10 to allow for a 10-foot wide easement and a change to #13 to allow for 1900 sq. ft. for a ranch homes and 2100 sq. ft. for multi-story homes.

Ald. Strzelczyk seconded the motion.

A voice vote was taken; vote passed (8-0).

RESULT:	APPROVED WITH CONDITIONS [8 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman/Vice Chair
AYES:	Wirth, Strzelczyk, Baka, Lemke, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT:	Choren

5) Policy

a) Text Amendment to Chapter 58 of the Municipal Code as it resale shops.

Asst. Dir. Zader stated that a 3-prong approach was taken regarding the resale shops text amendment: additions to the definitions, conditional uses added, and licensing requirements added. He talked through some of the details of these changes (which are included in the board packet staff report).

He stated that the text amendment will allow E-Collectique to seek a conditional use in the B-2 district, but Ivana’s Trunk will not be able to seek a conditional use in the B-4 district and will need to relocate elsewhere in the city.

Attachment: Planning Comm minutes_11-11-19 (4759 : Planning Commission meeting minutes of November 11, 2019)

The Commission asked questions regarding the proposed changes and provided feedback on the changes. Overall, they are pleased with the proposed text amendment and commend staff for the proposed changes. There was discussion regarding window front displays and what should be allowed.

Action

Commissioner Becky Schaefer made a motion to approve per staff recommendations and to work on the language regarding the window displays.

Ald. Strzelczyk seconded the motion.

A voice vote was taken; vote passed (8-0).

RESULT:	APPROVED WITH CONDITIONS [9 TO 0]
MOVER:	Rebecca Schaefer, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Wirth, Strzelczyk, Baka, Hawley, Lemke, Parrish, R. Schaefer, J. Schaefer, Stoker
ABSENT:	Choren

6) Announcements

The next meeting is Monday, December 2, 2019 at 6:00 pm.

The Mayor reminded the Commission that the Land Use Open House is Thursday, November 21, 2019 at 6:00 p.m. at City Hall.

7) Adjourn

Action

Commissioner Stoker made a motion to adjourn.

Commissioner Parrish seconded the motion.

A voice vote was taken; vote passed (8-0).

Respectfully Submitted,

Jac Zader



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2904
 Fax: 262-242-9655

www.ci.mequon.wi.us

Department of Community Development
 Taped and Televised

**PLANNING COMMISSION
 Policy Subcommittee
 Monday, November 4, 2019
 6:00 PM
 Lower Conference Room**

Minutes

I) Call to Order

Present:

Chairman John Wirth
 Commissioner Gregg Bach
 Commissioner Dan Gentges
 Commissioner Stephanie Hawley
 Commissioner Brian Parrish
 Commissioner James Schaefer
 Commissioner John Stoker - **Absent**

II) Approval of Minutes from September 23, 2019

Action

Commissioner Hawley made a motion to approve the minutes from September 23, 2019
 Commissioner Gentges seconded the motion.
A voice vote was taken; vote passed (6-0)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Stephanie Hawley
SECONDER:	Dan Gentges
AYES:	Wirth, Bach, Gentges, Hawley, Parrish, Schaefer
ABSENT:	Stoker

III) East Growth Open House

Dir. Tollefson stated that approximately 40 letters have been mailed to the property owners offering a one-on-one meeting with her to discuss their property and possible changes to their

property and the immediate area. The open house will be held from 6:00 p.m. – 8:00 p.m. and will begin with an overview from staff. Participants will be asked to engage in a land mapping exercise which communicates the land use they prefer for each parcel in the study area. The study area is bound by Pioneer Road (north), I-43 (east), Highland Road (south) and Oriole Lane/Ulao Creek (west). She stated that the open house should be held the week of November 18th so that the Policy subcommittee will have a chance to meet afterwards to review the results and so that both the Planning Commission (PC) and the Common Council (CC) can be provided an update at their December meetings. The subcommittee selected the date of Thursday, November 21st for the open house.

The subcommittee discussed the public information material that would be used for notification of the open house. It was suggested that the invitations extend west from Port Washington Road to the river. The subcommittee discussed the invitation and postcard included as examples in the packet. There were some suggestions regarding a few language changes. Dir. Tollefson talked through the fact sheet that was included in the packet and there was feedback to better clarify the information presented.

Mayor Wirth stated that at the next meeting the subcommittee should generate a timeline of the work ahead to address other issues influencing decision making in order to continue to have productive meetings.

The subcommittee broke off into smaller groups and went through the land mapping exercise which included selecting what uses they believe are best for each vacant parcel in the study area. There was discussion following the exercise about the decisions that were made and the reasons supporting those decisions. The subcommittee provided feedback that they enjoyed going through the exercise and the feel that it will be well-received by the residents at the open house.

IV) Announcements

The next meeting is Monday, November 25, 2019 at 6:00 p.m.

V) Adjourn

Action

Commissioner Parrish made a motion to adjourn.

Commissioner Bach seconded the motion.

A voice vote was taken; vote passed (6-0)

Respectfully Submitted,

Kim Tollefson



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-242-3500
Fax: 262-242-7655

www.ci.mequon.wi.us

Police and Fire Departments

PUBLIC SAFETY COMMITTEE
Tuesday, November 12, 2019
5:30 PM
North Conference Room

Minutes

1) Call to Order

The meeting was called to order at 5:30 PM.

Present:

Alderman Glenn Bushee
Chair Kathleen Schneider

Also Present: Police Chief Pryor, Fire Chief Bialk, City Attorney Sajdak, Executive Assistant Kowalchuk, Brian Parrish and interested public

2) Approve Meeting Minutes

Public Safety Committee - Regular Meeting - Oct 15, 2019 6:00 PM

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Schneider

AYES: Bushee, Schneider

3) Discussion

a. Bonniwell Road Speed Study

At the request of Alderman Strzelczyk, the speed on Bonniwell Road between Cedarburg and Wauwatosa Roads was studied to determine if the limit should be lowered.

The Engineering Division’s 10-day speed and traffic volume study included within the agenda packet reports an average speed of 38 MPH eastbound and 41.95 MPH westbound. The 85th percentile speed is between 40-45 MPH and the current posted speed for Bonniwell Road is 45 MPH.

Chief Pryor reported that there are no significant accidents, traffic complaints or other issues reported for this area of roadway other than two deer accidents.

General practice requires that speed is posted within 5 MPH of the 85th percentile speed of free-flowing traffic. The reported traffic data for this area of roadway suggests that the currently posted 45 MPH is appropriate.

Attachment: Public Safety minutes_11-12-19 (4712 : Public Safety Committee meeting minutes of November 12, 2019)

Committee members discussed the reported data results, the bike crossing, traffic calming and some of the information within the WI Department of Transportation Bulletin on setting speed limits on local roads provided within the agenda packet; no motions were made.

b. Fire Department Updated Staffing Report

Fire Chief Bialk provided an updated department staffing report along with the results of the three-month pilot MOU between the City of Mequon and the Mequon Fire and EMS Association that temporarily increased pay. The results of this pilot MOU reveal a reduction from 30% of the shifts being vacant every month to 5% of the shifts being vacant every month.

Chief Bialk additionally reported that the Appropriations Committee in October, approved additional funding to the 2020 budget in effort to address future on-call shift vacancies which he will continue to monitor and report on going forward.

The committee discussed suggestions and options, indicating they look forward to future updates on Fire Department staffing.

c. Vape Information October 2019

This item discussion is a continuation from the committee’s October 15,2019 meeting. In response to the question on whether a municipality can institute a rule different than the State rule on vaping, City Attorney Sajdak reported that not as it relates to tobacco. Case law suggests that a municipality’s only option is to have an ordinance that is basically identical to what is stated in the State Statutes. Additionally, The Committee’s previous discussion about changing the age, which can be done, could then only apply to non-tobacco substances because some E-cigarettes do have nicotine which causes challenges.

The City does, however, have flexibility with other aspects that are not regulated by the State such as penalties. Committee members and community members present discussed and expressed support for this option. The Committee then directed that the City Attorney further pursue and bring back penalty option recommendations.

4) Adjourn

Motion to adjourn the meeting at 6:10 PM

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Schneider

AYES: Bushee, Schneider

Respectfully Submitted,
Diane Kowalchuk

Attachment: Public Safety minutes_11-12-19 (4712 : Public Safety Committee meeting minutes of November 12, 2019)



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, October 15, 2019
6:45 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Alderman Bushee called the meeting to order at 6:52 PM.

Present:

- Chairman Glenn Bushee
- Alderman Jeffrey Hansher
- Alderman Dale Mayr

Also present were Director of Public Works/City Engineer Lundeen, Assistant City Engineer Henk, and Administrative Assistant Deuster.

2) Approval of Minutes

a. September 10, 2019 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Bushee

AYES: Bushee, Hansher, Mayr

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3649** A Resolution Awarding a Contract for Replacement of the Holding Tank at Rotary Park Pavilion to WM. Hilgart & Sons, Inc. of Grafton, Wisconsin in the Amount of \$33,215

Alderman Bushee inquired how this price meeting with the expectations.

Director of Public Works/City Engineer Lundeen stated this is well within the expectations. Staff planned for \$35,000 and it was well within that.

Alderman Mayr asked if the lines are leaking and they are leaking in the tanks. Is this a concrete one or a fiberglass one.

Attachment: Public Works minutes_10-15-19 Mins (4709 : Public Works Committee meeting minutes of October 15 and November 12, 2019)

Director of Public Works/City Engineer Lundeen stated the current one was a steel tank.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Mayr

AYES:	Bushee, Hansher, Mayr
--------------	-----------------------

4) Discussion Items

a. Prairie View Drainage Update

Alderman Bushee stated he was approached with this by Alderman Gierl at Prairie View.

Director of Public Works/City Engineer Lundeen updated the committee there was a meeting on site that morning. This is a hydraulically complex project, it is not an easy answer of up sizing a culvert or re-ditching for either additional flow or capacity. The flow goes into an MMSD Green Seams property that is roughly at the same elevation as the properties draining into it. It is low lying and slow to drain. Staff plans to file with the Office of Commission of Railroads to have a failed culvert replaced. Staff has not been able to compel the railroad itself to otherwise address it, so appealing to the Office of Commission of Railroads is the only other recourse to have them do so. The Drainage CIP projects that were approved earlier this year, to move forward to fix some drain tiles should otherwise alleviate some of the problem. Staff recommends review in the spring to provide an update on both of those projects. Staff has indicated this will continue to stay on the CIP list until staff is able to verify whether or not those other two projects alleviate the issue.

Assistant City Engineer Henk stated an easement would be needed, and is working with the private property owners in order to complete a survey and get an easement for design over the area.

b. Work Plan (10.15.19)

5) Adjourn

a. Motion to Adjourn at 7:11 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Mayr

AYES:	Bushee, Hansher, Mayr
--------------	-----------------------

Respectfully Submitted,

Casey Deuster



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, November 12, 2019
6:30 PM
South Conference Room

Minutes

- 1) Call to Order, Roll Call
Alderman Bushee called the meeting to order at 6:30 PM.

Present:

Chairman Glenn Bushee
Alderman Jeffrey Hansher
Alderman Dale Mayr

Also present were Director of Public Works/City Engineer Lundeen, Assistant City Engineer Henk, Deputy Director of Public Works Weyker, Parks and Forestry Superintendent Gies, and Administrative Assistant Deuster.

- 2) Approval of Minutes

a. October 15, 2019 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Bushee

AYES:	Bushee, Hansher
NOT PRESENT:	Mayr

- 3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3662** A Resolution Rejecting the Bid for Repair of the Foot Bridge at the Mequon Public Safety Building

Director of Public Works/City Engineer Lundeen stated they are rejecting the bids so staff can reissue the bid in an effort to obtain a competitive bid.

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Bushee
SECONDED BY: Alderman Hansher

Attachment: Public Works minutes_11-12-19 (4709 : Public Works Committee meeting minutes of October 15 and November 12, 2019)

AYES: Bushee, Hansher

NOT PRESENT:

Mayr

- b. **RESOLUTION 3663** A Resolution Awarding the Range Line Court Water Main Relay and Road Reconstruction Project Design Contract to R.A. Smith, Brookfield, Wisconsin, in the Amount of \$37,800

Director of Public Works/City Engineer Lundeen stated RA Smith has done work in the City in the past, as the low proposer staff is recommending award of the contract.

RESULT: **Approved [Unanimous]**

4) Discussion Items

- a. Hawthorne Road Public Information Meeting Date

Director of Public Works/City Engineer Lundeen stated staff is looking for a date to hold the public information meeting. The idea is to make the technical report available on the city website and it is staff's intent to do so. Staff would also put the information in the Friday Bulletin, and send postcards to residents.

Alderman Bushee inquired on a Tuesday following the January Common Council meeting, Tuesday January 21st.

Director of Public Works/City Engineer Lundeen stated she would verify there are no conflicts with the date and it would be held in the Council Chambers at City Hall.

- b. Mequon Road: Traffic Signal and Ozaukee Interurban Trail Crossing RFP

Director of Public Works/City Engineer Lundeen stated staff is looking to issue the request for proposal. The contract award will come back for consideration.

Alderman Bushee provided from public safety a question on the speed limit on Bonniwell road near the OIT that he inquired if the information from the RFP could be used in this area as well.

Director of Public Works/City Engineer Lundeen clarified the Mequon Road intersection is unique. There have been many conversations at the County level on the OIT crossings, whether there are modifications in general that can be completed county wide to make the crossings safer. The Mequon Road proximity to driveways and the railroad make it different than all the other crossings in the county. The scope of this will be very specific to the Mequon Road location.

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Bushee

SECONDED BY: Alderman Hansher

AYES: Bushee, Hansher	
NOT PRESENT:	Mayr

c. Nuisance Tree Ordinance Discussion

Director of Public Works/City Engineer Lundeen stated with the emerald ash borer this is the first time staff has had to enact the Nuisance Tree Ordinance. When staff went through to evaluate an enforcement, they found with the current ordinance that they would have to cite all of the ash trees in the city. Noting this cannot happen, staff updated the current ordinance with recommendations for approval by the committee. The City attorney also received the updates for review. After corrections, staff will provide the ordinance for recommendation in December, following a first reading by Common Council, and a second reading in January for approval.

Resident Edward Stocks spoke of concerns that should be in the ordinance.

d. EAB Public Education and Outreach

Director of Public Works/City Engineer Lundeen provided a quarterly update on Emerald Ash Borer and outreach efforts. Staff has made several website updates including an online submittal form that residents can use to inquire about EAB trees on their property.

e. Prairie View Drainage Update

Assistant City Engineer Henk provided an update on the drainage inquiry, staff has confirmation from MMSD to access the Greenseams property. Staff also worked with the downstream properties regarding implementation of capital projects. Staff also filed a complaint with the Office of Commission of Railroads regarding the failed culvert.

f. Work Plan (11.12.19)

5) Adjourn

a. Adjourn at 7:28 PM.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Hansher
SECONDED BY: Alderman Mayr

AYES: Bushee, Hansher, Mayr

Respectfully Submitted,

Casey Deuster



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, October 15, 2019

7:15 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Wirth called the meeting to order at 7:19 PM.

Present:

- Commissioner John Wirth
- Commissioner Robert Strzelczyk
- Commissioner Glenn Bushee
- Commissioner Dale Mayr
- Commissioner Jeffrey Hansher
- Commissioner Mark Gierl
- Commissioner Kathleen Schneider
- Commissioner Andrew Nerbun
- Vacant Seat -- **Excused**

Also present were City Attorney Sajdak, City Administrator Jones, City Engineer/Director of Public Works Lundeen, Deputy Director of Utilities Driscoll, and Administrative Assistant Deuster.

2) Approval of Meeting Minutes

a. July 9, 2019 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Mayr

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3651** A Resolution Approving a Transfer of Funds within the Sanitary Sewer Utility District's Capital Budget for 2019

RESULT: **Approved by Roll Call Vote [Unanimous]**

Attachment: Sewer Utility DC minutes_10-15-19 (4708 : Sewer Utility District Commission meeting minutes of October 15, October 22 and

MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Schneider

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

- b. **RESOLUTION 3652** A Resolution Approving the Award of a Contract for the 2019 Sanitary Sewer Rehabilitation Lining Project to Visu-Sewer, Inc. of Pewaukee, Wisconsin in the Amount of \$422,667

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Commissioner Nerbun

SECONDED BY: Commissioner Strzelczyk

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

- c. **RESOLUTION 3653** A Resolution Approving the Award of a Contract for Sanitary Sewer Rehabilitation Inspection Services to Kapur and Associates, Inc. of Milwaukee, Wisconsin in the Amount of \$52,010

RESULT: **Approved by Roll Call Vote [Unanimous]**

MOVED BY: Commissioner Schneider

SECONDED BY: Commissioner Nerbun

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

- d. **RESOLUTION 3654** A Resolution Acknowledging Participation in the Metropolitan Milwaukee Sewerage District Green Infrastructure Program for Fiscal Year 2020

Director of Public Works/City Engineer Lundeen informed the committee that starting in 2018 MMSD provided an option for non-member communities to opt out of it's Green Infrastructure program. If it opted out the capital charges to the sewer utility would subsequently be reduced and the city would be able to take the credit. The benefits of staying in the program include the ability to utilize the GI funding for approved green infrastructure projects, in addition to receiving credit for other water course based projects that MMSD completes. Unfortunately, at this point, staff has continued to elude to the idea that it could be a benefit to the City's MS4 permit for the third year in a row, however the city has not received our new permit to clearly understand the benefits. The DNR would credit these green infrastructure projects towards our total maximum daily load limitations as a part of the new permit, but the city does not have the permit terms to understand the specific impacts. Past projects included permeable pavers at the nature preserve, the library bioswale and toward the civic campus parking lot. The proposed MMSD charges associated with the GI program total over \$1 million dollars. Of that amount, approximately \$611,000 would be allocated to the City for it's green infrastructure projects. The MMSD makes the remaining funds available via RFP for other applicants to complete green infrastructure projects. The funding comes through the MMSD capital charges to the City, and subsequently is passed through the sewer levy. Resident sewer users are approximately 75% of the overall households for the City of Mequon, but the benefit for the green solutions program extends beyond that. When MMSD made it available in 2018 fiscal year to opt out, staff committed

that it would bring the option forward for the Sewer Utility District Commission on an annual basis for consideration.

Commissioner Wirth stated he would vote against it, if there was a motion to approve it. He stated the cost for this year is more than the prior two years together. The cost is over 1 million dollars and should not add to the sewer utility rate payer's costs. The project is for everyone but paid by only part of the City. After 3 years there still is no information of what impact it has done.

Commissioner Mayr asked if there a project that is dependant on the money.

City Engineer/Director of Public Works Lundeen stated no, in the past what the city has done is when there is a project that could use green infrastructure with the design and contract proposal staff has requested that the SUDC and Common Council approve those at that time.

RESULT: Denied [Unanimous]
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Mayr

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

4) Adjourn

a. Motion to adjourn at 7:36 PM.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Commissioner Hansher
SECONDED BY: Commissioner Nerbun

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

Respectfully Submitted,

Casey Deuster



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, October 22, 2019

7:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Commissioner Wirth called the meeting to order at 7:35 PM.

Present:

Commissioner John Wirth
Commissioner Robert Strzelczyk
Commissioner Glenn Bushee
Commissioner Dale Mayr
Commissioner Jeffrey Hansher
Commissioner Mark Gierl
Commissioner Kathleen Schneider
Commissioner Andrew Nerbun
Vacant Seat -- **Excused**

Also present were City Administrator Jones, Director of Public Works/City Engineer Lundeen, Deputy Director of Utilities Driscoll, Assistant Finance Director Krueger, and Administrative Assistant Deuster.

2) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3658** A Resolution Approving the 2020 Sanitary Sewer Budget and Establishing the 2020 Sanitary Sewer User Fee Schedule

Director of Public Works/City Engineer Lundeen updated the committee on the two documents in the packet for the proposed 2020 sewer utility budget. The proposed budget includes a level user rate and a decrease in levy which includes the non metered user charge, the meter user rate charge, and a sewer district tax rate proposal. Staff is proposing a level user rate and decrease in the levy. The utilities are in a healthy place with respect to capital funding. Due to the East Trunk Sewer Project status and other capital funding, staff is able to keep the user rate stable and decrease the levy. Staff requested comments on the proposed budget, as it was presented, because the decision to opt out of the green infrastructure program has an impact on the final budget. Staff reached out to MMSD regarding the

decision to opt out of the Green Infrastructure Program which will result in a decrease in MMSD charges. Staff did not have updated numbers from MMSD to regenerate the budget at the time of this meeting. Staff looked for guidance from the commission in terms of how to address the savings, as the reduced charges could affect both the sewer levy and the user charge.

Commissioner Nerbun inquired what the charge was for the GI initiative last year.

Director of Public Works/City Engineer Lundeen stated it was \$572,536 in 2019 which was not quite a complete doubling from the previous year.

The Commission recommended splitting the \$1.145million in half to allow for the utility to give back some money to the users but also saving money for future projects.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Bushee

SECONDED BY: Commissioner Strzelczyk

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

b. **RESOLUTION 3657** A Resolution Prioritizing Areas for Inflow & Infiltration Reduction Implementation

Deputy Director of Utilities Driscoll informed the committee the item is to prioritize areas for Inflow and Infiltration Reduction that benefits the sanitary sewer system. This work will continue to address sanitary system improvements with inflow and infiltration reduction from private property sources, using funds allocated by MMSD for the city. Coincidentally, after the preparation of this report in early October, nearly 5 inches of rain accumulated in a 48 hour period and a sanitary sewer overflow occurred within these priority areas. The overflow was intentionally released to prevent basement back-ups during this overflow and it was reported to the DNR. With authorization of this resolution staff intends to establish a work plan and a funding agreement with MMSD. This will provide reimbursement funding to identify and repair any defects in lateral's, such as leaks, cracks, and roots that are sources of I&I in need of repairs. In addition, staff intends to perform outreach with owners to request volunteer participation in this I&I reduction effort.

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Mayr

SECONDED BY: Commissioner Bushee

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

3) Discussion Items

a. Summary of Pilot Project for Private Property Inflow and Infiltration Reduction

Deputy Director of Utilities Driscoll updated the committee that in 2014 the PPI/I pilot project began with the investigation of numerous lateral's. During the investigation of lateral's with closed circuit television (CCTV)a number of defects were identified including

leaks, cracks, and roots. Sources of infiltration can lead to overflows. In 2015 a pilot project policy that was established. In 2016, staff performed outreach to begin signing up volunteers to participate in this PPI&I project. In 2017, a contract was awarded and the work was completed in 2018. This work addressed over 80 defects in 34 lateral's. The work was completed and post CCTV exams were provided and no defects were evident in those exams. In 2019 warranty work was completed and a number of defects were found in 18 lateral's. The contractor has been notified of these defects and proposed to remedy these defects on a case by case basis. It is staff's intent to make the SUDC aware of these defects prior to notifying and performing outreach to property owners.

b. Testing Inflow and Infiltration Reduction Along River Road and Haven Avenue

Deputy Director of Utilities Driscoll stated an inflow and infiltration project was completed over 10 years ago; in the lift station C sewer area. MMSD has requested additional testing to verify the effectiveness of this work. It is staff's intent to update the SUDC prior to initiating outreach with the property owners for additional testing.

c. East Trunk Sewer Project Update - Fall 2019

Deputy Director of Utilities Driscoll stated the East Trunk Sewer tunneling portion is completed ahead of schedule and under budget. Restoration is substantially completed, with a few punch list items left. With the previous rainfall in October the East Trunk Sewer operated as designed without an overflow. However, an overflow occurred at Lift Station E on Oriole Lane as a result of inflow being greater than capacity there. Staff has installed meters and throughout the system to monitor operations and evaluate performance for future system improvement planning.

Director of Public Works/City Engineer Lundeen stated this is a fall update as the project has not been completed with the items still left to be taken care of. Once it is fully complete staff will provide a closing update for the commission.

4) Adjourn

a. Motion to Adjourn at 8:15PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Nerbun

SECONDED BY: Commissioner Strzelczyk

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

Respectfully Submitted,

Casey Deuster



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2934
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works/Engineering
Taped and Televised

SEWER UTILITY DISTRICT COMMISSION

Tuesday, November 12, 2019

7:30 PM

Christine Nuernberg Hall

Minutes

- 1) Call to Order, Roll Call
Commissioner Wirth called the meeting to order at 7:30 PM.

Present:

- Commissioner John Wirth
- Commissioner Robert Strzelczyk
- Commissioner Glenn Bushee
- Commissioner Dale Mayr
- Commissioner Jeffrey Hansher
- Commissioner Mark Gierl
- Commissioner Kathleen Schneider
- Commissioner Andrew Nerbun
- Vacant Seat

Also present were City Attorney Sajdak, City Administrator Jones, Director of Public Works/City Engineer Lundeen, Deputy Director of Utilities Driscoll, and Administrative Assistant Deuster.

- 2) Approval of Meeting Minutes

- a. October 15, 2019 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Mayr

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

- b. October 22, 2019 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Mayr

Attachment: Sewer Utility District minutes_11-12-19 (4708 : Sewer Utility District Commission meeting minutes of October 15, October 22 and

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

3) Ordinances

Action requested: review and recommend approval

- a. **ORDINANCE 2019-1557** An Ordinance Appropriating the Necessary Funds from the City of Mequon’s Sewer Utility District for the Year 2020 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District (MMSD) and City of Mequon Capital Debt Service Requirements

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Schneider

SECONDED BY: Commissioner Mayr

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

4) Adjourn

- a. Adjourn at 7:33PM

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Nerbun

AYES: Wirth, Strzelczyk, Bushee, Mayr, Hansher, Gierl, Schneider, Nerbun

Respectfully Submitted,

Casey Deuster



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

TREE BOARD
Wednesday, March 13, 2019
6:00 PM
North Conference Room

Minutes

1. Call to Order, Roll Call

Present:

- Chair Carol Bangs
- Vice Chair Cheryl Brickman
- Board Member Karen Dredge
- Board Member Clair Krause
- Board Member Robert Strzelczyk

Also present was Parks and Forestry Superintendent Gies.

2. Approval of Meeting Minutes

a. October 10, 2018 Minutes

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Bangs
SECONDED BY: Board Member Krause

AYES:	Bangs, Brickman, Dredge, Krause, Strzelczyk
--------------	---

3. Discussion Items

Discussion and Possible Action

a. Riverland Estates Street Tree Planting Plan

Parks and Forestry Superintendent Gies provided the plan submitted by Villani Landscapers for approval of the Riverland Estates Street Tree Planting.

The board discussed the plans and recommended with feedback.

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Brickman
SECONDED BY: Board Member Krause

Attachment: Tree Brd minutes_03-13-19 (4757 : Tree Board meeting minutes of March 13, 2019)

AYES: Bangs, Brickman, Dredge, Krause, Strzelczyk

b. April 28, 2019 Arbor Day

Parks and Forestry Superintendent Gies updated the board on the upcoming Arbor Day festival and where volunteers would be needed.

c. Parks and Forestry Superintendent Report

Parks and Forestry Superintendent Gies provided an update on work done on Hawthorne Road and an Emerald Ash Borer policy review.

4. Adjourn

a. Adjourn at 7:15 PM.

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Board Member Dredge

SECONDED BY: Alderman Strzelczyk

AYES: Bangs, Brickman, Dredge, Krause, Strzelczyk

Respectfully Submitted,

Casey Deuster

Attachment: Tree Brd minutes_03-13-19 (4757 : Tree Board meeting minutes of March 13, 2019)



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: January 14, 2020
SUBJECT: ORDINANCE 2019-1560 An Ordinance Amending Chapter 58, Zoning Code, to Rezone Approximately Sixty-Four (64) Acres West of 10565 N. Wauwatosa Road Currently Zoned R-3/PUD/TDR and Five (5) Acres at 10565 N. Wauwatosa Road Currently Zoned R-3 to R-3/PUD/TDR and Twelve (12) Acres at 7626 W. Donges Bay Road from R-3/PUD/TDR to R-3/CGO

Background

The applicant, Verdian Homes, requests rezoning approval for an 82-lot subdivision development on 69 acres of land located at 10565 N. Wauwatosa Road and lands to the west. The plat results in a density of one (1) unit per .84 acres and utilizes 14 of 22 City-authorized TDR credits. The cluster design plan proposes lots ranging from .30 - .76 acres in lot size and is served by a public road. The original Planned Unit Development (PUD) rezoning was approved in May of 2014 with a total of 95 lots. The original PUD has been modified to add five acres along Wauwatosa Road and remove 12 acres to the south adjacent to Donges Bay Road (see attached Exhibit A) resulting in minor changes to the subdivision layout.

Analysis

The proposed concept plan (see attached Exhibit B) shows a total of 82 lots with access to Wauwatosa Road across from Hidden Creek Condominiums. The access road slightly bends to avoid impacting a large specimen tree located on Lot 131. The plan also shows a connection to Tree Sparrow Drive at the north end of the property as well as two other future connections on the south and west ends of the development (see attached Exhibit C). The most significant change from the previously approved development is the modification to Road C which terminates in a cul-de-sac as it heads west. The previous design showed the cul-de-sac heading towards the east of the parcel.

All applicable conditions of Ordinance 2014-1413 will be added to the proposed PUD ordinance conditions as well as the following:

- All pedestrian trails shall be located in an outlot.
- Road D shall incorporate traffic calming measures between Road C and Tree Sparrow Drive.
- The cluster mail box location shall be approved by Planning Commission at the time of Preliminary Plat and shall be clustered in smaller groups throughout the subdivision.

Based on calculations provided by the developer, the subdivision contains 31% open space.

The concept plan shows an asphalt trail around the perimeter of the development which will connect to the subdivision trail to the north. There is an isolated upland area to the south of the wetland complex that will be accessed by two wooden boardwalks. The applicant will be required to submit an open space plan for approval by the Planning Commission.

Staff believes the lot sizes proposed are of reasonable size for a cluster design and are necessary to the goal of creating quality open space amenities. The lots are similar in size to what was developed in the Highlander Estates and The Enclave as part of the approved Central Growth Overlay.

The proposed development provides access from Wauwatosia Road and Tree Sparrow Drive which connects to the recently completed subdivision to the north. For safety within the neighborhood, the developer is showing a public sidewalk along the north side of the major thoroughfare within the development. A public sidewalk for Wauwatosia Road will be constructed for the length of the development.

Recommendation

The Planning Commission recommended adoption of the proposed ordinance at its meeting on November 11, 2019 by a vote of 8-0.

Attachments:

Exhibit A: PUD Area (PDF)

Exhibit B: Concept Plan (PDF)

Exhibit C: Neighborhood Plan (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2019-1560

An Ordinance Amending Chapter 58, Zoning Code, to Rezone Approximately Sixty-Four (64) Acres West of 10565 N. Wauwatosa Road Currently Zoned R-3/PUD/TDR and Five (5) Acres at 10565 N. Wauwatosa Road Currently Zoned R-3 to R-3/PUD/TDR and Twelve (12) Acres at 7626 W. Donges Bay Road from R-3/PUD/TDR to R-3/CGO

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statutes, the City of Mequon is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote made a recommendation to approve on the 11th day of November, 2019.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 11th day of February, 2020.

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

SECTION I

Following recommendation of the Planning Commission on November 11, 2019, and after due notice and hearing by the Common Council of the City of Mequon on February 11, 2020, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to R-3/ TDR/PUD subject to the following conditions:

1. The developer is granted 68 yield lots and 14 transfer of development credits.
2. Common Council approval of the rezoning recommendation.
3. The development shall comply with preliminary plat, development agreement, and final plat requirements.
4. Road D shall incorporate traffic calming measures between Road C and Tree Sparrow Drive.
5. The cluster mail box location shall be approved by Planning Commission at the time of Preliminary Plat. The mailboxes shall be clustered in smaller groups throughout the subdivision.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. Entryway signage and landscaping is subject to the approval of the Planning Commission.
12. 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.
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:
 - 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.
14. 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.
15. Street trees are subject to the approval of the Tree Board and Planning Commission.
16. Street lighting, if proposed, is subject to the approval of the Planning staff.

17. The entire property is subject to the City of Mequon Tree Preservation Ordinance and necessary preservation easements, if any.
18. 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.
19. Landscape islands within the public road are required at locations designated by staff.
20. 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.
21. 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 both on Donges Bay Road and 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.
22. Provision of Easements over existing and proposed drainageways with supporting language requiring Home Owners Association maintenance and access granted to the City.
23. The applicant shall provide utility easements for the adjacent lot owners to allow access to the public water main and sanitary sewer.
24. WDNR approval of the wetland impact and proposed road crossing over the navigable waterway.
25. Public road design standards shall be subject to the review and approval of Engineering and the Fire Departments.
26. Fire Department approval of the number and location of fire hydrants.
27. Any substantial change to the general concept plans illustrated in the attached exhibits shall require appropriate amendments to this ordinance.
28. All roads and bike paths connecting to adjacent sites shall be installed at time of each associated phase of development. The roads shown to connect to the property to the south and 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 the south or west. The developer shall provide an escrow to the City for the estimated cost of removal.
29. The development must provide right-of-way and road cross connections to the adjacent properties.
30. Adjacent road connections must be constructed with the respective phase and must include a temporary turnaround both to the adjacent lots and future phases until constructed.
31. A secondary access shall be constructed prior to the issuance of building permits on Phase Two. The existing hammerhead on Tree Sparrow Drive shall be removed at the time of connection.
32. Connection 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. All utilities must be constructed to provide service to adjacent properties and adhere to the design parameters of the City's master plan for the area. Lateral extensions shall be provided for all adjacent lots served by the proposed public utilities.
33. 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.

34. 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 Facilities Easement Declaration and Agreement.
35. The applicant shall provide utility easements and laterals for the adjacent lot owners to allow access to the public water main and sanitary sewer.
36. WisDOT access permit for the Wauwatosa Road/ STH 181 entrance and associated MOU with the City of Mequon. The development would be financially responsible for the improvements.
37. WDNR approval of the wetland impacts and proposed crossing over a navigable waterway.
38. A fill permit is required for any material brought to or removed from the development.
39. 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).
40. Final legal documents are subject to City Attorney review and approval prior to recording of final plat.

SECTION II

The terms and provision of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

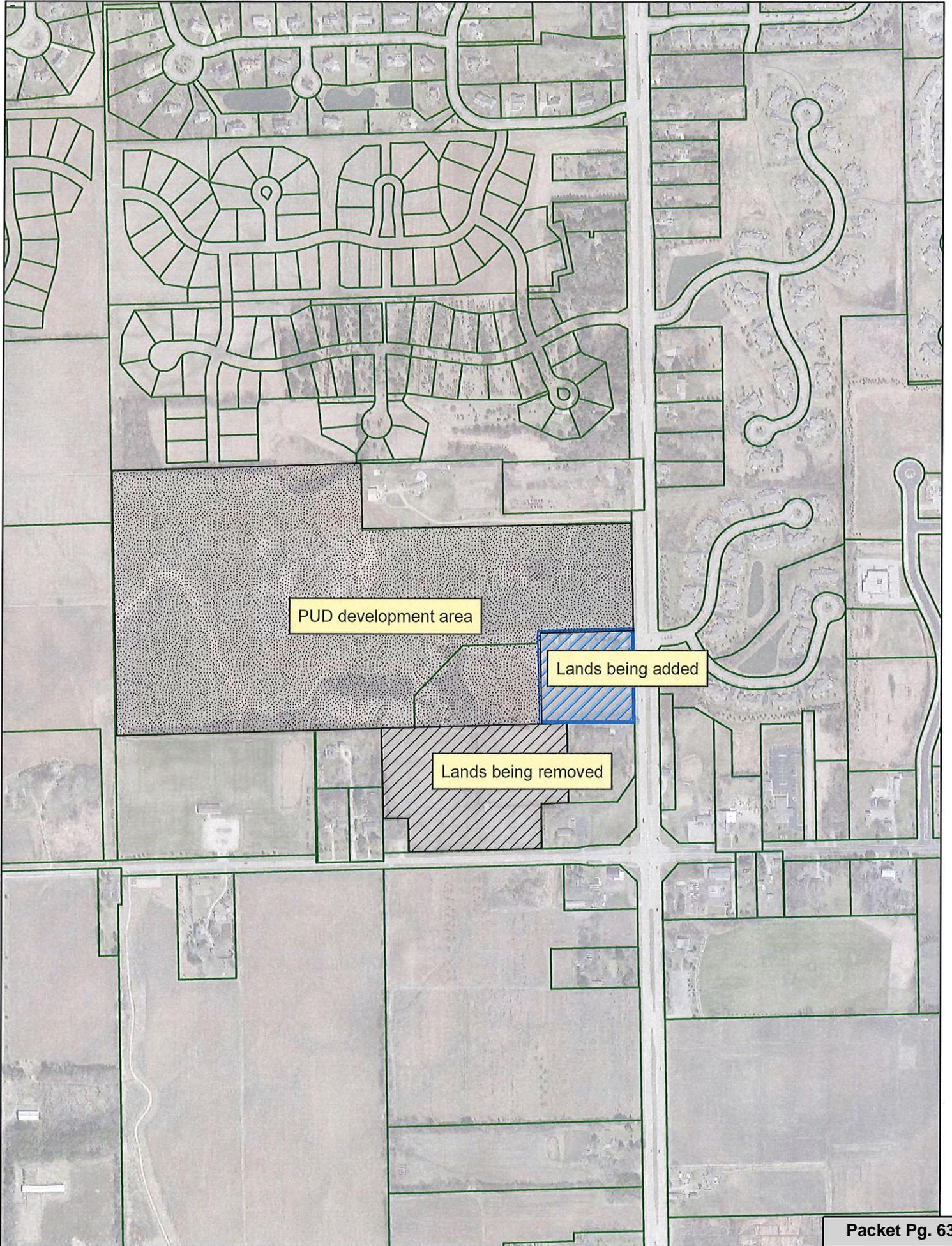
Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

Published: _____



Attachment: Exhibit A: PUD Area (ORDINANCE 2019-1560 : Veridian Homes TDR Project PUD Amendment)



Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com

COLLABORATION



PROJECT INFORMATION

PROPOSED RESIDENTIAL SUBDIVISION
THE ENCLAVE II AT MEQUON PRESERVE
NORTH WAUWATOSA ROAD • MEQUON, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

NOV. 06, 2019

NOT FOR CONSTRUCTION

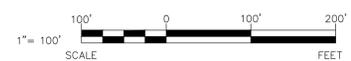
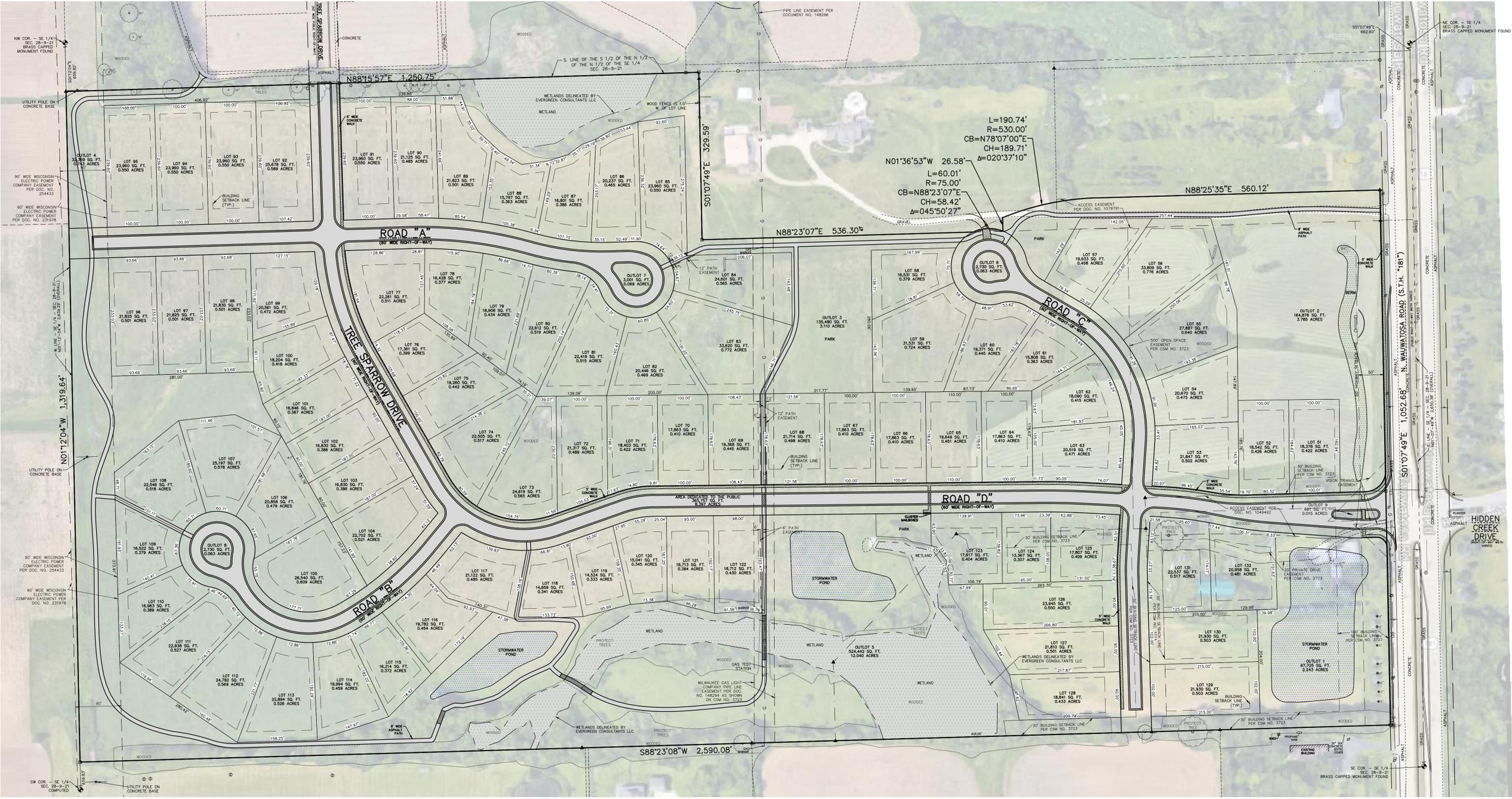
JOB NUMBER

1936580

SHEET NUMBER

C

Exhibit B



CONCEPT LAYOUT





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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Jac Zader, Assistant Director Community Development
DATE: January 14, 2020
SUBJECT: ORDINANCE 2020-1563 An Ordinance Amending PUD Ordinance 2019-1550 for the Properties Located at 10865-10911 N. Port Washington Road and the Parcel Immediately to the South, Allowing for a Commercial Development of Approximately 9 Acres

Background

The applicant, ICAP Development, is requesting approval of a rezoning request for a commercial development on 8.9 acres of land located at 10865 & 10911 N. Port Washington Road. The Planned Unit Development (PUD) was previously approved by the Common Council on August 13, 2019 (see attached Ordinance 2019-1550), and the proposed amendment modifies the concept plan to reduce the overall lot sizes to less than the required minimum of 2 acres in the B-2 zoning district. The request is due to the desire of the applicant to contain all of the proposed stormwater ponds upon the development's outlots.

Concept Plan

The updated concept plan shows a total of seven lots ranging in size from .31 acres to 3.39 acres. Five of the seven lots are slated for development and two of the lots will contain storm water facilities. The pattern of the development is almost identical to the approved concept plan, except that the new lots that will accommodate the storm water facilities. Staff has no concerns with the proposed amendment, as the original PUD requires the overall development to comply with the FAR (Floor Area Ratio) and open space requirements of the B-2 zoning district, which provides flexibility for lots that are less than the two-acre minimum.

Fiscal Impact

The estimated project value is suggested to be \$12M at completion.

Recommendation

The Planning Commission recommendation is forthcoming on January 13, 2020.

Attachments:

Exhibit A: Updated Concept Plan (PDF)
 Exhibit B: Zoning Map (PDF)
 Exhibit C : Ord 2019-1550 (DOC)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2020-1563

An Ordinance Amending PUD Ordinance 2019-1550 for the Properties Located at 10865-10911 N. Port Washington Road and the Parcel Immediately to the South, Allowing for a Commercial Development of Approximately 9 Acres

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statutes, the City of Mequon is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote made a recommendation for approval on the 13th day of January, 2020.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 11th day of February, 2020.

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

SECTION I

The 2019-1550 PUD Ordinance is hereby amended to approve a new concept plan attached as Exhibit A and subject to the conditions of approved by the Planning Commission's action of August 13, 2019.

SECTION II

The terms and provision of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

Approved by: John Wirth, Mayor

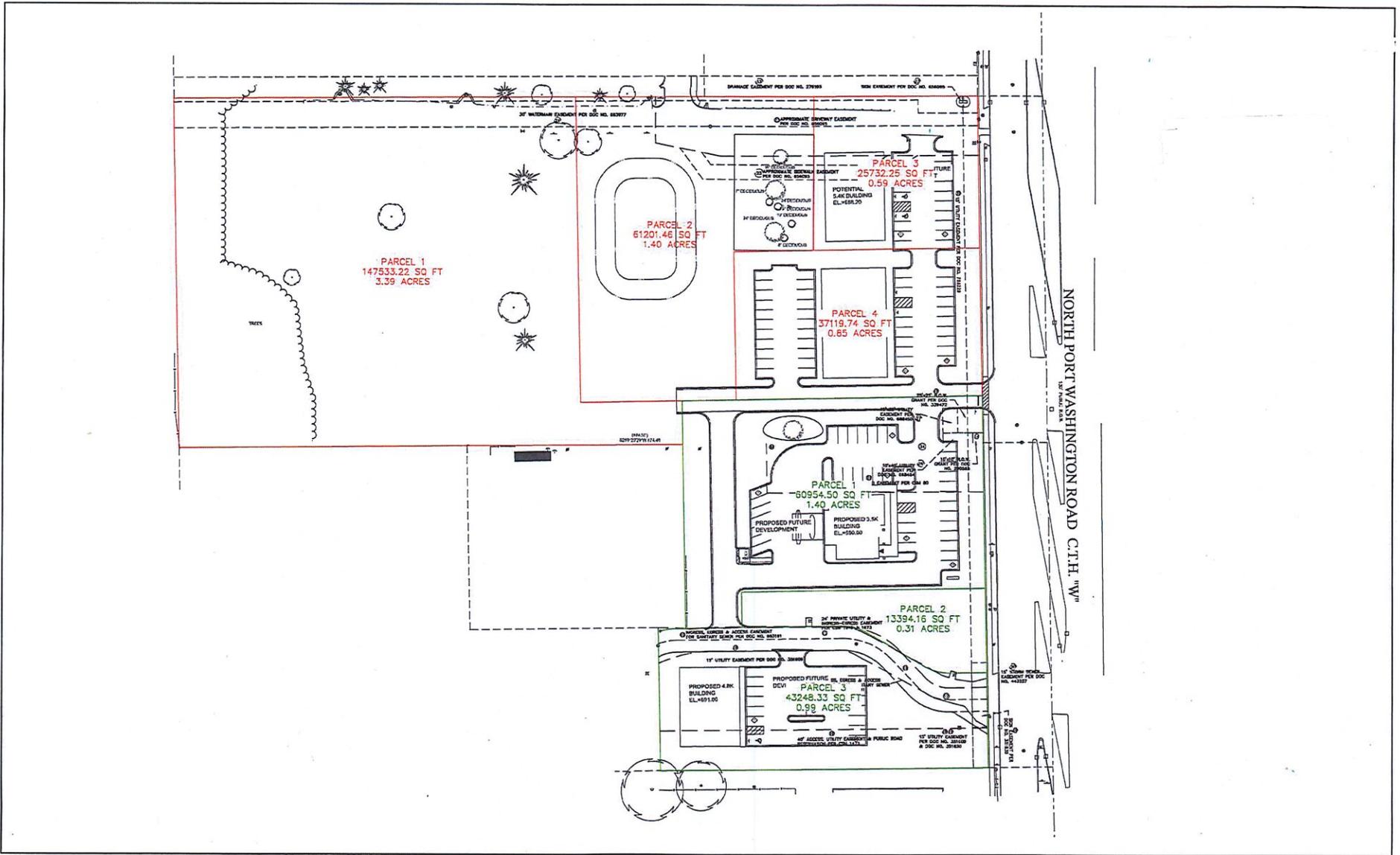
Date Approved: January 14, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

Published: _____

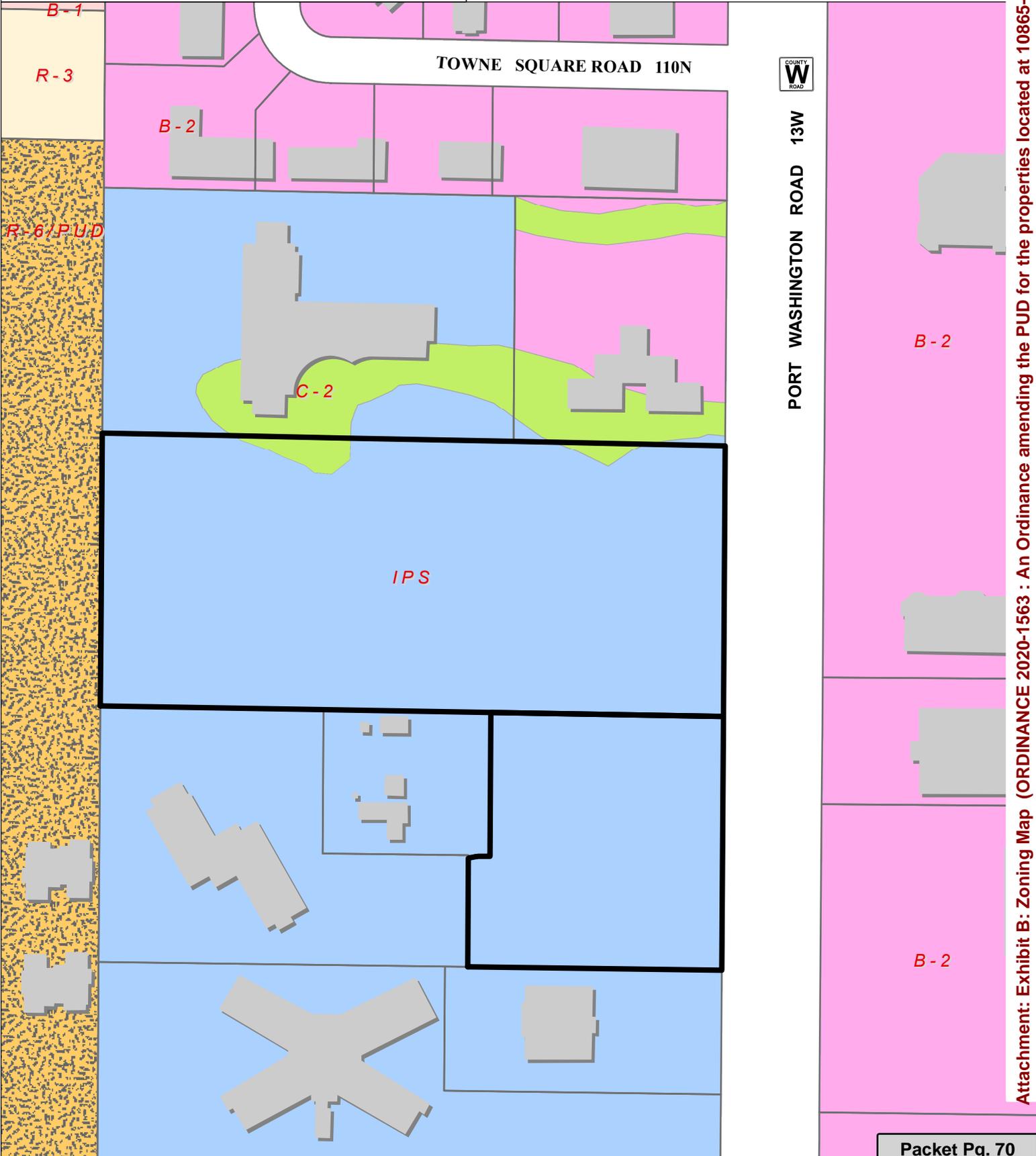
Exhibit A - Concept Plan



Attachment: Exhibit A: Updated Concept Plan (ORDINANCE 2020-1563 : An Ordinance amending the PUD

ICAP for Jewish Home and Care Center, Inc.

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		



Attachment: Exhibit B: Zoning Map (ORDINANCE 2020-1563 : An Ordinance amending the PUD for the properties located at 10865-10911 N. Port

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2019-1550

An Ordinance Rezoning the Properties Located at 10865-10911 N. Port Washington Road and Parcel Immediately to the South from IPS (Institutional) to B-2/PUD (Community Commercial/Planned Unit Development) and to Amend the Land Use Plan Map from Institutional to Community Commercial

RECITALS

- A. Pursuant to section 62.23(3) of the Wisconsin Statutes, the City of Mequon, is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).
- B. The Planning Commission by majority vote made a recommendation to approve on the 10th day of June, 2019.
- C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 10th day of August, 2019.

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

SECTION I

Following recommendation of the Planning Commission on June 10, 2019, and after due notice and hearing by the Common Council of the City of Mequon on August 13, 2019, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to B-2 (Community Commercial) and the Land Use Plan map to Commercial subject to the following conditions:

1. Common Council approval of the rezoning.
2. The following uses shall be prohibited on the parcel unless it is located in a building within 300 feet of Port Washington Road:
 - Fast food or sit down restaurants
 - Auto sales or service uses
 - Retail trade establishments
3. The site shall comply with all technical standards of the code other than the side yard building offset and parking offset between parcels in the development.
4. All buildings located adjacent to Port Washington Road shall be required to have the primary entrance on the east façade.
5. The applicant shall provide 110.5” of replacement trees on the property or in a City park or pay \$11,050 to the City of Mequon for urban forest projects.

Attachment: Exhibit C : Ord 2019-1550 (ORDINANCE 2020-1563 : An Ordinance amending the PUD for the properties located at 10865-10911 N.

6. Tree protection fencing shall be installed in accordance with City Forester's recommendation.
7. City Attorney review and approval of a shared parking agreement.
8. A sidewalk shall be provided to connect Building A to the rear parking lot.
9. The building located on the south end of the development shall be located behind the parking lot and setback approximately the same distance as the building to the south on the adjacent parcel.
10. 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.
11. The drive aisles in the northwest parking area shall be connected to each other.
12. Connection to public water and sanitary sewer.
13. Applicant shall provide the wetland delineation report.
14. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
15. Application for and approval of a City Filling and Excavation Permit.
16. 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.
17. 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).

SECTION II

The terms and provision of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

Approved by: John Wirth, Mayor

Date Approved: August 13, 2019

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 13, 2019.

Caroline Fochs, City Clerk

Published: August 20, 2019



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

www.ci.mequon.wi.us

Office of City Clerk

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: January 8, 2020
SUBJECT: ORDINANCE 2020-1564 An Ordinance Repealing and Recreating Article III, Chapter 14 of the Mequon Municipal Code, in Connection with the Licensing of Various Second-Hand Resale Establishments

Background

During the consideration of certain changes to the Zoning Code relative to secondhand sales within certain zoning districts, a number of issues were identified in the City's licensing regulations relative to secondhand dealers. The first was the determination that there needed to be more classes of licenses for secondhand sales. The second was a desire to include appropriate operating regulations on these establishments.

Discussion

The proposed ordinance addresses the concerns raised during the initial review discussed above. First, the ordinance creates license classes for Secondhand Numismatic Dealer, Resale Clothing and Clothing Accessory Dealer, Resale Furniture and Household Merchandise Dealer, and Architectural Salvage and Dealer (Jewelry and Auctioneer already exist in the current Code). These new categories will align with the changes proposed in the Zoning Code for these uses.

Second, concerns were raised about general operating requirements, including record keeping. The proposed ordinance addresses the primary issues identified by staff in terms of operational concerns. The largest of these relate to record-keeping.

Within the proposed ordinance, the City will adopt a requirement that licensees utilize electronic reporting of sales utilizing the NEWPRS (Northeastern Wisconsin Property Reporting System). This system is a web-based ("cloud") reporting system developed by the City of Green Bay and utilized throughout the state for secondhand dealers. Local communities requiring the utilization of NEWPRS include Milwaukee, West Allis, Greenfield, Franklin, Brookfield and South Milwaukee.

Many other communities (including Mequon) utilize the system to identify and locate stolen goods. The system is designed to automatically accept a batch file created by many point of sale systems, which eliminates hardships upon business owners.

Fiscal Impact

Currently the fee for Second Hand Jewelry/Article is \$30 per license. Staff has recommended to the Finance-Personnel Committee to raise this to \$50 to cover administrative costs.

Recommendation

It is anticipated that the Finance-Personnel Committee will recommend adoption of the proposed ordinance at its January meeting.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2020-1564

An Ordinance Repealing and Recreating Article III, Chapter 14 of the Mequon Municipal Code, in Connection with the Licensing of Various Second-Hand Resale Establishments

RECITALS

A. The Common Council previously created Article III of Chapter 14 of the Mequon Municipal Code which regulates auctions and secondhand stores within the City.

B. The Common Council wishes to amend Article III of Chapter 14 to provide more clarity with respect to the licensing of secondhand establishments and modernize the record keeping requirements.

C. The regulation of secondhand dealers promotes the health, welfare and safety of the community.

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

SECTION I

Article III of Chapter 14 of the Mequon Municipal Code is repealed and recreated to read as shown in Exhibit A.

SECTION II

The terms and provision of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

EXHIBIT A**ARTICLE III. - AUCTIONS AND SECONDHAND STORES**

Sec. 14-51. - Definitions. As used in this chapter, the following terms shall have the meanings indicated:

- (1) “Adequate Identification” means any one of the following:
 - (a) A valid Wisconsin motor vehicle operator's license;
 - (b) A valid Wisconsin state identification card;
 - (c) A valid government-issued passport;
 - (d) A military identification card;
 - (e) A valid motor vehicle operator's license, containing a picture, issued by another state.

- (2) “Architectural Salvage and Dealer” means any person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand home improvement and building materials including kitchen cabinets, doors, windows, flooring, unused lumber, lighting fixtures, fencing, bricks/blocks, and the like, who is not a pawnbroker as defined under this section.

- (3) “Article” means any of the following:
 - (a) Audiovisual equipment;
 - (b) Bicycles;
 - (c) China;
 - (d) Clothing;
 - (e) Computers, printers, software, and computer supplies;
 - (f) Computer toys and games;
 - (g) Crystal;
 - (h) Electronic equipment and appliances;
 - (i) Firearms, knives, and ammunition;
 - (j) Fur coats and other fur clothing;
 - (k) Furniture;
 - (l) Jewelry containing precious metals or precious stones;
 - (m) Office equipment;
 - (n) Pianos, organs, guitars and other musical instruments;
 - (o) Silverware and flatware;

- (p) Telephones;
- (q) Video discs and other optical media;
- (r) Coins, bullion;
- (s) Metal, mineral, or gem customarily regarded as precious or semiprecious;
- (t) Golf clubs, racquets, skis, snowboards, canoes, kayaks, SCUBA equipment;
- (u) Snow removal and lawn equipment;
- (v) Motors;
- (w) Paper money;
- (x) Tools;
- (y) Sports memorabilia with a resale value greater than \$100.00;
- (z) Genuine designer handbags and designer sunglasses.

(4) “Auctioneer” means any person registered as an auctioneer under Chapter 480 of the Wisconsin Statutes.

(5) “Charitable Organization” means a corporation, trust or community chest, fund or foundation, organized and operated exclusively for religious, charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual.

(6) “Customer” means a person with whom a pawnbroker, secondhand article dealer or secondhand jewelry dealer, or an agent thereof, engages in a transaction of purchase, sale, receipt, or exchange of any secondhand article or secondhand jewelry.

(7) “Pawnbroker” means any person who engages in the business of lending money on the deposit or pledge of any article or jewelry, or purchases any article or jewelry with an expressed or implied agreement of understanding to sell it back at a subsequent time at a stipulated price.

(8) “Person in Charge” means an employee who has undergone the background check requirements of § 14-53 of the Municipal Code.

(9) “Reportable Transaction” refers to every transaction conducted by a secondhand article dealer or secondhand jewelry dealer in which an article or articles are received by a secondhand article dealer or secondhand jewelry dealer through purchase, consignment, or trade, or for which a unique transaction number or identifier is generated by their point-of-sale software, or an item is confiscated by law enforcement, except:

- (a) The bulk purchase or consignment of new or used articles from a merchant, manufacturer, or wholesaler having an established permanent place of business, and the subsequent retail sale of said articles, provided the secondhand article dealer or secondhand jewelry dealer must maintain a record of such

purchase or consignment that describes each item, and must mark each item in a manner that relates it to that transaction record.

(b) Retail and wholesale sales of articles originally received by secondhand article dealers or secondhand jewelry dealers by purchase, and for which all applicable hold and/or redemption periods have expired.

(10) “Resale Clothing and Clothing Accessory Dealer” means any person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand clothing, furs, designer handbags, and/or designer sunglasses, who is not a pawnbroker as defined under this section.

(11) “Resale Furniture and Household Merchandise Dealer” means any person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand furniture, china, tools, and/or snow removal and lawn equipment, who is not a pawnbroker as defined under this section.

(12) “Secondhand Article” means an item identified under the definition of "article," owned by any person, except a wholesaler, retailer, or licensed secondhand article dealer or secondhand jewelry dealer, immediately before the transaction at hand.

(13) “Secondhand Article Dealer” includes a Secondhand Numismatic Dealer, Resale Clothing and Clothing Accessory Dealer, Resale Furniture and Household Merchandise Dealer, and/or Architectural Salvage and Dealer.

(14) “Secondhand Jewelry Dealer” means any person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand jewelry, or metals, minerals, or gems customarily regarded as precious or semiprecious, who is not a pawnbroker as defined under this section.

(15) “Second Hand Numismatic Dealer” means any person, other than an auctioneer, who engages in any business of any transaction consisting of purchasing, selling, receiving, or exchanging secondhand coins, bullion, or paper money, who is not a pawnbroker as defined under this section.

Sec. 14-52. - Licensing.

(1) License Required. No person may engage in business of selling secondhand articles in the City of Mequon without first having obtained a license under this section.

(2) Licenses Established. The following classes of licenses shall exist within the City of Mequon:

- (a) Secondhand Jewelry Dealer.
- (b) Secondhand Numismatic Dealer.
- (c) Resale Clothing and Clothing Accessory Dealer.

- (d) Resale Furniture and Household Merchandise Dealer.
 - (e) Architectural Salvage and Dealer.
 - (f) Auctioneer.
 - (g) Any sale of secondhand articles not authorized by the licenses established above, including engaging in the business of a pawnbroker, shall not be permitted within the City.
- (3) License Quotas. There shall be no more than four (4) of each class of license issued at any time. There shall be no quota for Auctioneer licenses.
- (4) Exceptions. The requirements of this section do not apply to the following:
- (a) Transactions involving occasional garage or yard sales, estate sales, coin, gem, antique or stamp shows, conventions or auctions.
 - (b) Transactions entered into by a person engaged in the business of junk collector, junk dealer, or scrap processor, as described in § 70.995(2), Wis. Stats.
 - (c) Transactions between pawnbrokers or secondhand dealers licensed under this section.
 - (d) Any transaction between a buyer of a new article or jewelry and the person who sold the article or jewelry when new which involves a return or exchange of the article or jewelry for a different, new article or jewelry.
 - (e) Any transaction as a purchaser or seller of a secondhand article which the person bought from a charitable organization if the secondhand article was a gift to the charitable organization.
 - (f) Any transaction while operating as a charitable organization or conducting a sale the proceeds of which are donated to a charitable organization.

Sec. 14-53. - Application for and Issuance of Licenses.

- (1) *Application.* Any person seeking to obtain a license to conduct business as a secondhand article dealer or secondhand jewelry dealer must submit an application to the City Clerk. The Clerk shall provide the applicant with application forms approved by the Police Department.
- (2) *Issuance of license.*
- (a) The City shall grant the license if the applicant, including an individual, a partner, a member of a limited liability company or an officer, director or agent of any corporate applicant, has not been convicted within the preceding 10 years of a felony or within the preceding 10 years of a misdemeanor, statutory violation punishable by forfeiture or county or municipal ordinance violation in which the circumstances of the felony, misdemeanor or other offense substantially relate to the circumstances of being a pawnbroker, secondhand jewelry dealer, secondhand article dealer or secondhand article dealer mall or flea market owner.

- (b) No license issued under this chapter may be transferred.
 - (c) Except for a one-day auction license, each license is valid from January 1 until the following December 31.
 - (d) License fee. The license fee, as determined and set by the common council from time to time, shall be payable at the time application is made with the City Clerk.
- (3) *Display of license.* Each license issued under this chapter must be displayed in a conspicuous place visible to anyone entering a licensed premises.
- (4) *Investigation of applicant.* The Police Department shall investigate each applicant for a secondhand article dealer or secondhand jewelry dealer license to determine whether the applicant has been convicted of a felony, misdemeanor, statutory violation punishable by forfeiture, or county or municipal ordinance violation in which the circumstances of the felony, misdemeanor, or other offense substantially relate to the circumstances of the licensed activity and, if so, the nature and date of the offense and the penalty assessed. The results of the investigation shall be furnished to the City Clerk in writing.
- (5) *Grounds for Action on License.* The City may, upon sufficient cause, refuse to issue, suspend, revoke, or deny renewal of any license issued under this chapter. Cause for non-issuance, suspending, revoking or denying renewal of such license shall include, but not be limited to, the following:
- (a) Violations of this chapter; violations of §§ 134.71, 943.10 (Burglary), 943.11 (Entry into locked vehicle), 943.12 (Possession of burglarious tools), 943.20 (Theft), 943.201 (Unauthorized use of an individual's personal identifying information or documents), 943.203 (Unauthorized use of an entity's identifying information or documents), 943.34 (Receiving stolen property), 943.37 (Alteration of property identification marks), 943.38 (Forgery), 943.39 (Fraudulent writings), 943.392 (Fraudulent data alteration), 943.40 (Fraudulent destruction of certain writings), 948.62 (Receiving stolen property from a child), and 948.63 (Receiving property from a child) of the Wisconsin Statutes; or violations of local ordinances in conformity with such provisions.
 - (b) Any fraud, misrepresentation, or false statement contained in the application for a license.

Sec. 14-55. - Records.

- (1) Records to be maintained.
 - (a) *Identification of seller.* No secondhand article dealer or secondhand jewelry dealer may engage in a transaction of purchase, receipt or exchange of any secondhand article or secondhand jewelry from a customer without securing adequate identification from the customer at the time of the transaction.
 - (b) *Declaration of seller's ownership.*
 - 1. For each purchase, receipt, or exchange of any secondhand article or secondhand jewelry from a customer, every secondhand article dealer

and secondhand jewelry dealer licensed under this chapter shall require the customer to complete and sign, in ink, a property transaction form, in compliance with Wis. Stat. § 134.71(12). No entry on such a form may be erased, mutilated, or changed. The secondhand article dealer or secondhand jewelry dealer shall retain an original and a duplicate of each form for not less than one year after the date of the transaction.

2. For each purchase, receipt, or exchange of any secondhand article or secondhand jewelry from a customer, every secondhand article dealer and secondhand jewelry dealer licensed under this chapter shall keep a permanent record and inventory in such form as the Police Department shall prescribe, in which the dealers shall record legibly in English the name, address and date of birth of each customer and driver's license number or number of other adequate identification presented. The dealer shall also record the date, time, and place of the transaction and an accurate and detailed account and description of each article being purchased, including, but not limited to, any trademark, identification number, serial number, model number, brand name, description by weight and design of such article, and other identifying marks, identifying descriptions of the personal nature, and when applicable, whether the article is a male or female item. The book shall be kept in ink, and no entry in such book shall be erased, mutilated, or changed. The secondhand article dealer or secondhand jewelry dealer shall retain an original and a duplicate of each record and inventory for not less than one year after the date of transaction.

3. Every secondhand article dealer and secondhand jewelry dealer shall on a weekly basis prepare a list that contains the name and address of each customer during the week for which the list was prepared, the date, time, and place of each transaction with each of those customers, and a detailed description of the secondhand article or secondhand jewelry, including the serial number and model number, if any. The dealer shall retain the list for not less than one year after the date on which the list was prepared.

4. The dealer shall also obtain a written declaration of the seller's ownership which shall state whether the article or jewelry is totally owned by the seller, how long the seller has owned the article or jewelry, whether the seller or someone else found the article or jewelry and, if the article or jewelry was found, the details of its finding. The dealer shall retain an original and duplicate of the declaration for not less than one year after the date of the transaction.

5. The seller shall sign, in ink, his or her name in such inventory register and on the declaration of ownership.

6. Such inventory registers and declarations of ownership shall be made available to any police officer for inspection at any time that the dealer's principal place of business is open or within one business day of an officer's request.

(c) *Digitized photographs.*

1. Effective 60 days from the date of notification by the Police Department of acceptable photographic or video standards, the licensee must also take a color photograph or color video recording of every item a secondhand article dealer or secondhand jewelry dealer has purchased that does not have a unique serial or identification number permanently engraved or affixed. This requirement does not apply to computer software, computer or video games, DVDs or video games, and golf clubs.
2. When a photograph is taken, it must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate.
3. Photographs must be available to any police officer upon request.
4. Items photographed must be accurately depicted.
5. Effective 60 days from the date of notification by the Police Department, licensees must fulfill this photograph requirement by submitting them as digital images, in a format specified by the Police Department, electronically cross-referenced to the reportable transaction they are associated with.

(d) *Digital video system.* The licensee shall maintain a digital video system that records all transactions as they occur and captures the entire transaction. The video also must capture a full face shot of the person conducting the transaction, and must be maintained in such a manner that the video can be readily matched and correlated with all other records of the transaction to which they relate. Such videos must be available to any police officer upon request. Entries of required digital images shall be retained a minimum of 90 days.

(2) Firearms and jewelry records to be maintained.

(a) *Report of receipt.* Every secondhand article dealer or secondhand jewelry dealer in the City who obtains by pawn, purchase or exchange any secondhand firearm, whether smooth bore, shotgun, rifle or handgun, shall, within one business day after receiving such firearm, report to Police Department the fact that the same has been received, with the name, address, date of birth, and description of the person from whom such firearm was received, together with a description of such firearm.

(b) Every secondhand article dealer or secondhand jewelry dealer in the City who obtains in pawn, purchase or exchange any secondhand article made in whole or in part of platinum, gold, silver, copper, brass, bronze or other precious metal, or precious or semiprecious stones or pearls, shall, within one business day after receiving such article, report to the Police Department the fact that same has been received, with the name, address, date of birth, and description of the person from whom such jewelry was received, together with the description of such article.

(3) *Inspection of records.* Records must at all reasonable times be open to inspection by any police officer. Data entries shall be retained for at least one year from the date of

transaction. Digital images or video recordings shall be retained a minimum of 30 days.

(4) *Electronic reporting.*

(a) *Daily reports to Police Department.* A licensee must submit every reportable transaction to the Police Department within 24 hours of the transaction. A licensee must provide to the Police Department all reportable transaction information by transferring it from licensee's computer to the Northeastern Wisconsin Property Reporting System ("NEWPRS"). All required records must be transmitted completely and accurately in accordance with standards and procedures established by the issuing authority.

1. If a licensee is unable to successfully transfer the required reports to NEWPRS within 24 hours of the transaction, the licensee must provide the Police Department, upon request, printed copies of all reportable transactions, along with the video recording(s) for that date, no later than noon the next business day after the failure occurred.

2. If the problem is determined to be in the licensee's system or with the licensee's Internet connection, and is not corrected by the close of the first business day following the failure, the licensee must continue to provide the required reports as detailed in this section and shall be charged a reporting failure penalty of \$100 daily, until the error is corrected.

3. If the problem is determined to be outside the licensee's system, the licensee must continue to provide the required reports in this section and resubmit all such transactions via the Internet when the error is corrected.

4. If a licensee is unable to capture, digitize or transmit the photographs required under this section, the licensee must immediately take all required photographs with a still camera, cross-reference the photographs to the correct transaction, and make the pictures available to the Police Department upon request.

5. Regardless of the cause or origin of the technical problems that prevented the licensee from uploading the licensee's reportable transactions, upon correction of the problem, the licensee shall upload every reportable transaction from every business day the problem had existed.

6. The Police Department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

Sec. 14-56. - General Rules.

(1) Every secondhand article dealer or secondhand jewelry dealer shall have on premises a Person in Charge at all times that the pawnbroker, secondhand article dealer or secondhand jewelry dealer is open to the public.

(2) No secondhand article dealer or secondhand jewelry dealer may engage in a transaction of purchase, receipt or exchange of any secondhand article or secondhand jewelry from an unemancipated minor unless the minor is accompanied by his or her

parent or guardian at the time of the transaction or the minor provides written consent from his or her parent or guardian to engage in the transaction.

(3) *Police order to hold property.*

(a) Investigative hold. Whenever a law enforcement official from any law enforcement agency notifies a licensee not to sell an item, the item must not be sold or removed from the premises. The investigative hold shall be confirmed in writing by the originating agency within 72 hours and will remain in effect for 15 days from the date of initial notification, or until the investigative order is canceled, or until an order to hold/confiscate is issued, whichever comes first.

(b) Order to hold. Whenever the Chief of Police, or the Chief's designee, notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the Chief or the Chief's designee. The order to hold shall expire 90 days from the date it is placed unless the Chief of Police or the Chief's designee determines the hold is still necessary and notifies the licensee in writing.

(c) Order to confiscate. If an item is identified as stolen or evidence in a criminal case, the Chief or Chief's designee may physically confiscate and remove it from the shop, pursuant to a written order from the Chief or the Chief's designee, or place the item on hold or extend the hold as provided in subsection 13.15(12)(b), and leave it in the shop.

(d) When an item is confiscated, the person doing so shall provide identification upon request of the licensee, and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation.

(e) When an order to hold/confiscate is no longer necessary, the Chief of Police or Chief's designee shall so notify the licensee.

(4) *Inspection of items.* At all times during the terms of the license, the licensee must allow law enforcement officials to enter the premises where the licensed business is located, including all off-site storage facilities, during normal business hours, except in an emergency, for the purpose of inspecting such premises and inspecting the items, ware and merchandise and records therein to verify compliance with this chapter or other applicable laws.

(5) *Business at only one place.* A license under this chapter authorizes the licensee to carry on its business only at the permanent place of business designated in the license. However, upon written request, the Chief of Police, or Chief's designee, upon conferring with the Community Development Director, may approve an off-site locked and secured storage facility. The licensee shall permit inspection of the facility in accordance with this chapter. All provisions of this chapter regarding record keeping and reporting apply to the facility and its contents. Property shall be stored in compliance with all provisions of the City Code. The licensee must either own the building in which the business is conducted, and any approved off-site storage facility, or have a lease on the business premises that extends for more than 6 months.

(6) No secondhand article dealer or secondhand jewelry dealer may receive any goods from a person of unsound mind or an intoxicated person.

(7) No secondhand article dealer or secondhand jewelry dealer may receive any goods, unless the seller presents identification as required under this ordinance.

(8) No secondhand article dealer or secondhand jewelry dealer may receive any item of property that possesses an altered or obliterated serial number or identification number or any item of property that has had its serial number removed.

(9) No person may sell, consign, leave, or deposit any article of property not their own; nor shall any person sell, consign, leave, or deposit the property of another, whether with permission or without; nor shall any person sell, consign, leave, or deposit any article of property in which another has a security interest; with any licensee.

(10) No person seeking to sell, consign, leave, or deposit any article of property with any licensee shall give a false or fictitious name; nor give a false date of birth; nor give a false or out of date address of residence or telephone number; nor present a false or altered identification, or the identification of another; to any licensee.

Sec. 14-57. - Penalties. Any violation of the provisions of this chapter by any person or entity shall be unlawful and punishable as provided in section 1-7 of this Code. Each day of continued violation shall constitute a separate offense. Every violation of this article is a public nuisance and the creation may be enjoined and the maintenance may be abated by action at suit of the City of Mequon, the state, or any citizen thereof pursuant to Wis. Stat. § 87.30.

Secs. 14-58-14-83. - Reserved.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: December 10, 2019
SUBJECT: ORDINANCE 2019-1559 An Ordinance Amending Chapter 58, Zoning Code, Allowing for the Establishment of Resale Businesses in the City's B-2 (Community Commercial) and B-5 (Industrial) Zoning Districts

Background

The City of Mequon recently received two separate inquiries to allow for the sale of used goods as a primary use. The first instance is related to the operations of *E-Collectique* which buys, sells, and trades high-end clothing. The owners recently purchased the building which formerly contained *Gigi's* located at 1550 W. Mequon Road. The parcel is zoned B-2 (Community Commercial) which allows retail trade as a permitted use. The applicant has requested to operate without the business minus the sale of used goods until this policy issue is addressed.

The other request is from *Ivanna's Trunk* which sells used furniture and home goods. The business is currently operating without approval at 10448 N. Port Washington Road which is zoned B-4 (Business Park). Retail trade is not permitted in the B-4 zoning district. Enforcement action has been stayed until this policy matter has been addressed.

Analysis

Based on the City's Zoning Code, retail sales by definition shall be limited to new goods and merchandise. Sales of used goods are allowed only as an accessory use. There are a few limited exceptions to this requirement. The Code does allow for the sale of antiques and collectibles as a permitted use in the Town Center and Arrival Corridor Zoning Districts and the LTD Overlay District allows the sale of antiques as a conditional use.

Historically, the sale of used clothing and merchandise (non-antique) through thrift stores or resale shops has had a negative connotation associated with it. These were typically 'mom-and-pop' operations found in less desirable retail or industrial areas with lower market rents. Over the last several years, there has been a change in this trend for a couple different sectors of the resale industry. The resale clothing industry has seen the most significant change with growth at a pace 21 times faster than the retail apparel market. This trend is expected to increase even higher over the next several years. In addition, online luxury consignment shops such as *TheRealReal* are opening stores across the country and traditional brick and mortar retailers are starting to enter the resale market.

After much discussion at the October and November meetings, the Planning Commission recommended the following changes to the Zoning Code as it relates to resale shops in Mequon. The changes include adding specific definitions for each type of use, allowing resale clothing as

a conditional use in the B-2 (Community Commercial) and allowing resale merchandise and architectural salvage in the B-5 (Industrial) as a conditional use.

The text amendment as proposed will allow *E-Collectique* the ability to seek a conditional use in the B-2 at their location. The changes will not provide *Ivanna's Trunk* the ability to seek a conditional use since their current location is B-4 (Business Park), which the Planning Commission did not find as an appropriate district for these types of uses.

The proposed code changes are as follows:

58-8 Definitions

Antique Store - a retail establishment that sells furniture or other merchandise which is at least 100 years old or articles collected and recognized by a formal organization established to research, promote and provide information about such articles.

Resale Clothing and Clothing Accessories - A retail store which sells used clothing and accessories including but not limited to shoes, handbags and jewelry. All items for sale shall be purchased, exchanged or on consignment. No donations shall be accepted on site and no donated items shall be offered for sale. No furniture or household merchandise shall be offered for sale.

Resale Furniture and Household Merchandise - A retail store which sells used furniture and other household items. No donations shall be accepted on site and no donated items shall be offered for sale. No clothing or clothing accessories shall be offered for sale.

Architectural Salvage - An architectural salvage center is an establishment that buys and sells building parts salvaged from demolished or remodeled structures. No donations shall be accepted on site and no donated items shall be offered for sale.

Sec. 58-295. - B-2 community business district.

(e) Conditional uses.

(23) Resale Clothing and Clothing Accessories shall be subject to the following conditions:

- The resale floor area shall not exceed 1,500 square feet
- All merchandise shall be displayed on permanent racks or shelving
- No outdoor display of merchandise
- All windows into the tenant space shall remain clear of merchandise or shelving
- All interior walls and ceilings shall be finished with drywall or other approved materials
- No sale of furniture or other household items

Sec. 58-298. - B-5 light industrial district.

(e) Conditional uses.

(21) Resale Furniture and Household Merchandise

- The resale floor area shall not exceed 3,000 square feet
- No outdoor display of merchandise
- All windows into the tenant space shall remain clear of merchandise or shelving

- No sale of clothing or clothing accessories

(22) Architectural Salvage

- The resale floor area shall not exceed 3,000 square feet
- No outdoor display of merchandise
- All windows into the tenant space shall remain clear of merchandise or shelving

At the December Common Council meeting, representatives from *E-Collectique* spoke in favor of the text amendment and offered two revisions to the language approved by Planning Commission. The first revision offered was to clarify that permanent shelving did not mean the shelving had to permanently affixed to the floor and was able to be moved. Staff has no issue with this clarification. The second issue revolves around the issue of merchandise window displays. The approved language from Planning Commission requires all window space to be clear of merchandise and shelving. The suggested language from representatives of *E-Collectique* is that merchandise may be displayed in windows in a clean and aesthetically pleasing manner. Staff does not support this language as it appears to be subjective and difficult to enforce. If the Council is supportive of allowing for merchandise window displays, staff would recommend Planning Commission be given the authority to approve the displays as part of the Conditional Use process.

In addition to changes to Chapter 58, the City Attorney is in the process of developing regulations pertaining to the licensing of resale businesses in the subject zoning districts. It is anticipated that these proposed requirements will be presented to the Finance-Personnel Committee and the Common Council as a separate agenda item for consideration in January.

Fiscal Impact

The fiscal impact is neutral.

Recommendation

The Planning Commission recommended adoption of the proposed ordinance amendments at its meeting on November 11, 2019 by a vote of 8-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2019-1559

An Ordinance Amending Chapter 58, Zoning Code, Allowing for the Establishment of Resale Businesses in the City's B-2 (Community Commercial) and B-5 (Industrial) Zoning Districts

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

SECTION I

Section 58-8 of the Mequon Code of Ordinances is amended as follows:

58-8 Definitions

Antique Store - a retail establishment that sells furniture or other merchandise which is at least 100 years old or articles collected and recognized by a formal organization established to research, promote and provide information about such articles.

Resale Clothing and Clothing Accessories - A retail store which sells used clothing and accessories including but not limited to shoes, handbags and jewelry. All items for sale shall be purchased, exchanged or on consignment. No donations shall be accepted on site and no donated items shall be offered for sale. No furniture, household merchandise or architectural salvage shall be offered for sale.

Resale Furniture and Household Merchandise - A retail store which sells used furniture and other household items. No donations shall be accepted on site and no donated items shall be offered for sale. No clothing, clothing accessories or architectural salvage shall be offered for sale.

Architectural Salvage - An architectural salvage center is an establishment that buys and sells building parts salvaged from demolished or remodeled structures. No donations shall be accepted on site and no donated items shall be offered for sale. No clothing or clothing accessories shall be offered for sale.

SECTION II

Section 58-295 (e) (23) of the Mequon Code of Ordinances is amended as follows:

Sec. 58-295. - B-2 community business district.

(e) *Conditional uses.*

(23) Resale Clothing and Clothing Accessories shall be subject to the following conditions:

- The resale floor area shall not exceed 1,500 square feet.

- All merchandise shall be displayed on permanent racks or shelving.
- No outdoor display of merchandise.
- All windows into the tenant space shall remain clear of merchandise or shelving.
- All interior walls and ceilings shall be finished with drywall or other city approved materials.
- No sale of furniture or other household items.

SECTION III

Section 58-598(e) of the Mequon Code of Ordinances is amendment as follows:

Sec. 58-298. - B-5 light industrial district.

(e) *Conditional uses.*

(21) Resale Furniture and Household Merchandise

- The resale floor area shall not exceed 3,000 square feet.
- No outdoor display of merchandise.
- All windows into the tenant space shall remain clear of merchandise or shelving.
- No sale of clothing or clothing accessories.

(22) Architectural Salvage

- The resale floor area shall not exceed 3,000 square feet.
- No outdoor display of merchandise.
- All windows into the tenant space shall remain clear of merchandise or shelving.

SECTION IV

The terms and provisions of this ordinance are severable. If any term or provision of this ordinance is found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION V

All ordinances and parts of ordinances that contravene this ordinance are repealed.

SECTION VI

This ordinance shall be in full force and effect upon its passage and on the day after its publication This ordinance shall take affect upon passage of changes to Chapter 14 regarding the licensing of resale shops.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

Published: _____



11333 N. Cedarburg Road
 Mequon, WI 53092-1930
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: December 10, 2019
SUBJECT: ORDINANCE 2019-1561 An Ordinance Repealing and Recreating Chapter 50, Article II of the Mequon Municipal Code Relating to Nuisance Trees

Background

Given the increased volume of resident calls regarding trees, and the growing concern for public safety as it pertains to public and private trees, staff reviewed the current Nuisance Tree Ordinance. Upon that review it was found that the information provided may be too broad and unenforceable, as written. Under the current Nuisance Ordinance all trees that have an infectious disease, pest, or present a danger to other trees, are considered a nuisance. When Emerald Ash Borer (EAB) was identified in the City in 2014, almost 30% of the City's tree canopy consisted of ash trees. Enforcing the existing ordinance would require citing property owners for all ash trees. The new ordinance puts emphasis on public safety and welfare.

The update to the ordinance helps staff by providing mechanisms to promote contact, planning, and compliance for addressing removals of nuisance trees.

Analysis

The concern for public safety is anticipated to become more prevalent in the coming years due specifically to the presence of EAB. The moisture content of EAB-affected trees drops significantly within the first year and a half of the tree's mortality. This in turn leads to a brittleness of the wood and escalates its possibility of failure. Although the updated ordinance will cover nuisance trees that include all species, currently EAB-infected trees will be the primary focus of any enforcement efforts.

As part of an update to the language of the current ordinance, the newly proposed text:

- defines the purpose of the ordinance
- defines a nuisance tree
- defines responsibilities of residents and adjacent property owners as it pertains to private property trees
- presents clear terms for how a nuisance tree is declared
- defines abatement or abatement plan options that may be necessary now, given the large quantities of trees involved
- defines and outlines the assessment process for determining the cost of abatement
- summarizes the appeal process

Fiscal Impact

As with the existing ordinance, the proposed ordinance retains the requirement that property owners are responsible for the cost of nuisance tree abatement. If the City is required to remove a tree on private property due to a public safety concern, the cost of the removal will be charged to the property owner, similar to that with nuisance grass cutting.

Recommendation

On December 9, 2019, the Tree Board approved a recommendation in favor of adopting the proposed ordinance by a vote of 4-0. Further, the Public Works Committee unanimously approved a recommendation in favor of adopting the proposed ordinance by a vote of 3-0 on December 10, 2019. Notably, the Committee's recommendation contained minor amendments to the timeframes specified for providing proof of treatment or submittal of an abatement plan, both of which are incorporated into the ordinance that is attached and recommended for adoption.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2019-1561

An Ordinance Repealing and Recreating Chapter 50, Article II of the Mequon Municipal Code
Relating to Nuisance Trees

RECITALS

A. The Common Council previously created Chapter 50, Article 2 of the Mequon Municipal Code which established a nuisance tree ordinance for the City.

B. Initially, the purpose of the ordinance was to find and declare to be a public nuisance any infectious disease or pest within the City of Mequon which can infect or transfer to other trees and which is or may be injurious or fatal to such trees, and such infected trees themselves.

C. With the introduction of Emerald Ash Borer in 2014, almost 30% of the City's tree population on both private and public property would be declared nuisance trees.

D. Enforcing the existing ordinance would result in a large administrative and financial burden to taxpayers and property owners for abating the nuisance trees under the existing ordinance.

E. Recreating the ordinance to address the public health and safety issue associated with nuisance trees while allowing for efficient administration of the ordinance will benefit staff, taxpayers and property owners.

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

SECTION I

Chapter 50, Article II of the Mequon Municipal Code is hereby repealed and recreated to read as follows:

Chapter 50 - NUISANCES

ARTICLE II. - NUISANCE TREES

Sec. 50-81. - Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly

indicates a different meaning:]

Abatement plan means a written document that specifies how a validated public nuisance shall be abated, including the means and methods of abatement, and timeframe for abatement approved by the City Forester. Timeframes for abatement plans shall be subject to a tree assessment by the City Forester. Should the tree be believed to be an immediate hazard to public safety, abatement plans may not be applicable.

ANSI A300 means the American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices. This is a document offering basic performance standards for tree pruning, published in 1995 by the American National Standards Institute (ANSI) or the same as amended from time to time.

Arboriculture means the cultivation of trees, including planting, pruning, removal or any other action which affects the growth and maintenance of trees.

City means the City of Mequon, Wisconsin.

City Forester means the person appointed by the City and Director of Public Works to carry out the provisions of this chapter. The City Forester shall manage and regulate the planting, maintenance, protection, removal and replacement of all public trees within the City limits, thus exercising the City's authority to do so.

Disease means any infectious plant disease found in a living or dead tree that may transfer to other trees and cause the death of other trees.

Emergency means damage to utility systems, or to a public or private property or an immediate threat to the welfare of persons, due to storm or other acts of God or other accident, which requires immediate attention to alleviate the condition or complete repairs.

Hazard means any tree, public or private, with visibly defined structural defects or disease likely to cause failure of all or part of the tree and be a danger to public safety.

Insect means a pest found in a living or dead tree that may transfer to other trees and cause the death of other trees.

Owner means the owner of real estate or the person in possession of real estate and shall include any person, firm or corporation.

Private property means any property owned by a person, firm, or corporation, not meeting the definition of public property and not under the ownership of the state or federal government.

Private tree or shrub means a tree or shrub on private property.

Public property means any property owned by, dedicated to, or deeded to the public or for the public's use. City parks, public rights-of-way and other publicly owned, controlled, leased or managed properties are included in this definition. This definition excludes any federal or state-owned properties except where otherwise provided by contract or law.

Public rights-of-way means improved or unimproved public property owned by, dedicated to, or deeded to the public or for the public's use, for the purpose of providing vehicular, pedestrian and other public use. Such public property provides circulation and travel to abutting properties and includes, but is not limited to, streets, sidewalks, drainage ditches, landscaping, provisions for public utilities, cut and fill slopes, and open public space.

Public safety means the condition of being safe from bodily harm and/or property damage resulting from tree conditions and/or failures.

Topping refers to "rounding," "heading back" or any other term that can be described as severe cutting back of limbs as defined in ANSI A300.

Treatment plan means a written document that specifies how a valid public nuisance shall be treated, including the means of treatment, the frequency of treatment and the expected results, which has been approved by the City Forester. Treatment may only be considered an option if the City Forester agrees that treatment will promote long term health of the tree in question.

Sec. 50-82. - Purpose.

This chapter establishes regulations and standards necessary to determine the presence of a nuisance tree, on public or private property and the abatement necessary therein. It is not intended to resolve or regulate disputes over trees on private property that do not affect general public safety. This chapter is enacted to:

- (a) Protect public safety, health and welfare.
- (b) Define a nuisance tree.
- (c) Describe the process of how a nuisance tree is declared.
- (d) Define the terms and conditions for required abatement.

Sec. 50-83. - Role of City Forester.

It is the duty of the City Forester to coordinate, under the direction and control of the Common Council, all activities of the City relating to the declaration and abatement of nuisance trees. The City Forester shall recommend to the Common

Council the details of a program for the control of insect-infested and diseased trees and perform the duties incidental to a program adopted by the Common Council, and other duties as provided by this chapter.

Sec. 50-84. - Interference with City Forester Prohibited.

No person, firm or corporation shall prevent, delay or interfere with the City Forester or any of his agents or employees while they are engaged in the performance of duties imposed by this chapter.

Sec. 50-85. - Responsibility of Adjacent Property Owners.

Any person in possession of private property shall maintain trees upon adjacent public rights of way and any trees upon private property, which may affect public property, in a safe, healthy condition in compliance with the provisions of this chapter. Neither the City nor the City Forester assumes liability for nuisance trees on private property. Adjacent property owners have the following responsibilities:

- (a) Removal or pruning of trees located on the owner's private real property that are considered a public nuisance as defined in Section 50-81 of this chapter.
- (b) Control of pests on trees located on the owner's private real property which may, upon determination by the City Forester, pose a threat to public trees.

Sec. 50-86. - Declaration of a Nuisance Tree.

The following are hereby declared public nuisances under this chapter:

- (a) Any tree or part thereof, whether public or private, which constitutes a hazard to public safety, habitable structures, or harbor insects or disease which constitute a potential threat to other trees within the City as determined by the City Forester.
- (b) Any tree or part thereof, whether on public or private property, which obstructs the free passage of pedestrian or vehicular traffic, or which obstructs public street lighting or signage.
- (c) Any tree or alternate host plant or part thereof, whether on public or private property, which harbors pests that may reasonably be expected to injure, or harm public trees as determined by the City Forester.

Sec. 50-87. - Abatement of a Nuisance Tree.

The City Forester shall have the right to cause the removal of any dead or diseased trees on private property within the City, which are determined to be a nuisance tree, as defined in Section 50-86. The City Forester will notify in writing the owners of such trees. Abatement shall be done by said owners at their own

expense within ninety days after the date of service of notice, unless otherwise extended by the City Forester. Owner will provide proof of treatments and or abatement plan in writing within fourteen days of notice. Treatment or abatement plan must be approved by the City Forester in writing, within fourteen days of notification. In the event of failure of owners to comply with such provisions, the City shall have the authority to abate the nuisance and charge the cost of removal in accordance with Section 50-88.

If such owner or occupant does not abate said nuisance or provide and carry out an approved abatement plan within the time limit, or if the owner or occupant cannot, in the exercise of reasonable diligence be found or notified, the City Forester shall cause the same to be abated or treated. No damage shall be awarded to the owner for the destruction of the tree or any part thereof pursuant to this section.

The following are the prescribed means of abating public nuisances under this chapter:

- (a) The City Forester may cause a written notice to be personally served or sent by mail to the owner of the particular property.
- (b) Owner of property may submit abatement plan outlining time of abatement, to be approved by City Forester. Should nuisance tree be deemed an emergency by the City Forester, immediate action will be necessary, and no abatement plan will be considered.
- (c) In the event the nuisance is not abated by the date specified in the notice, or as otherwise extended by the City Forester, the City Forester is authorized to cause the abatement of said nuisance and assess the costs of the abatement per Section 50-88.
- (d) The City Forester is empowered to immediately abate any nuisance if it is determined by the City Forester to be an emergency or immediate hazard to public safety.
- (e) If the City Forester determines that disposal of the wood, branches and soil from removal or pruning of a nuisance tree is required to complete abatement, such disposal shall be done as required by the City Forester. All costs associated with the disposal of material from private trees shall be the responsibility of the property owner.

Sec. 50-88. - Assessment of Cost of Abatement.

The entire cost of abating or treating any public nuisance as defined herein may be chargeable to and assessed against the parcel or lot abutting the street, in which such tree is located or the parcel or lot upon which such tree stands, provided however that the cost of immediate abatement by destruction or treatment of the tree or tree material without notice to the property owner as provided for in Section 50-87 of this chapter be borne by the City.

Sec. 50-89. - Appeal of Nuisance Tree.

Any property owner wishing to appeal an abatement determination by the City Forester of a nuisance tree will provide written documentation of the future health of the specimen in question. The alternate determination shall be made by a certified arborist as recognized by the ISA (International Society of Arboriculture) and supported by A300 ANSI standards. Residents wishing to appeal will have 30 days to submit a request for appeal and an additional 30 days to submit a written report from a certified arborist of their choice. Determination shall be submitted to City Forester and will be taken up by the Public Works Committee at the next available meeting, for final determination of action.

Sec. 50-90. - Penalty.

Any person, firm or corporation which shall violate any of the provisions of this chapter shall, upon conviction thereof, shall suffer a forfeiture in accordance with section 1-7 of the Code, and in default of payment of such forfeiture together with the costs and assessments imposed, shall be subject to entry of a civil judgment.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of City Clerk

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: December 2, 2019
SUBJECT: ORDINANCE 2019-1562 An Ordinance Repealing and Recreating Section 1-7 of the Mequon Municipal Code Relating to Penalties for Code Violations

Background

During a discussion relating to vaping issues within the City, the Public Safety Committee determined that it be appropriate to increase the penalty for underage vaping offenses. Two options for accomplishing this goal were reviewed and during that review it was determined that the new Municipal Court Judge is in the process of reviewing the deposit schedule for municipal citations. There have also been multiple occasions during my tenure where having larger monetary penalties available in enforcement actions would have been helpful. Based upon these factors, staff is recommending the attached ordinance which repeals and recreates section 1-7 of the Municipal Code providing for general penalties for violations of the City of Mequon's Municipal Code.

Analysis

Presently the City's Code creates two classes of penalties and assigns a specific dollar amount to each class. A Class 1 penalty includes all violations except for enumerated Class 2 violations and carries forfeitures of \$125 for a first violation, \$200 for a second violation and \$300 for subsequent violations. A Class 2 penalty includes a very limited list of eight violations consisting of more serious offenses like battery, disorderly conduct, drug possession and obstructing/resisting an officer. These violations carry forfeitures of \$300 for a first violation, \$400 for a second violation and \$500 for subsequent violations. In addition to these penalties, multiple locations within the Code specify different penalties for various violations. For example, § 46-157 relating to Social Host violations provides for a range of forfeitures from \$300 to \$2,500 on a first offense and \$500 to \$5,000 on subsequent violations. The proposed ordinance creates consistency within the Code while also allowing flexibility, which is necessary as described below.

One method of code enforcement, especially on zoning and building code matters, is to commence an action in Circuit Court seeking, among other things, daily forfeitures for violations. In every other community I am aware of, the general penalty provisions of their codes provide a range of penalties like the proposed ordinance. This range allows staff in some circumstances to utilize the threat of large penalties (\$2,500 to \$5,000 for each day) to gain compliance. If compliance is not achieved, the proposed ordinance allows this office to commence a circuit court action seeking significant penalties. This is an effective tool for gaining compliance, especially for violators who otherwise might be tempted to just pay the fine as a cost of doing business. Presently in Mequon the penalty is always the same: \$125 to \$300

for Class 1 violations, which in some circumstances makes paying the fine a more viable option resulting in multiple citations for the same conduct instead of more rapid compliance.

A second method of code enforcement is to utilize citations in municipal court. Under the statutes, “the municipal court, with the approval of the governing body of the municipality, shall set the deposit schedule” for citations. Wis. Stat. § 800.073. The deposit amount is the face value for any citation. The Municipal Code reflects this as well in § 2-383 which provides that the “schedule of cash deposits for use with citations issued under this article shall be adopted by resolution by the common council.” However, the current version of § 1-7 creates a potential conflict in the case that the Municipal Judge desires to recommend a deposit amount that is different than the penalty provided for depending on the class of violation. Thus, the proposed ordinance provides the flexibility necessary to eliminate this potential conflict and allows the Municipal Judge to make recommendations on deposit amounts to best address the changing nature of violations within the City.

Fiscal Impact

None. This change does not directly impact any revenue or costs for the City. A coming change in the deposit schedule based upon the Municipal Judge’s recommendation may impact revenue, although it is anticipated that this impact will likely be a positive impact resulting from increased forfeiture amounts over their current levels.

Recommendation

On December 10, 2019, the Public Safety Committee unanimously approved a recommendation in favor of adopting the proposed ordinance by a vote of 3-0.

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2019-1562

An Ordinance Repealing and Recreating Section 1-7 of the Mequon Municipal Code Relating to
Penalties for Code Violations

RECITALS

A. The Common Council previously created Section 1-7 of the Mequon Municipal Code which established general penalties for violations of the Municipal Code.

B. The Public Safety Committee of the Common Council reviewed the penalty provisions for certain ordinance violations and determined that the current penalty provisions do not provide sufficient flexibility to address violations and recommends changes to Section 1-7.

C. Upon the recommendation of the Public Safety Committee, the Common Council desires to repeal and recreate Section 1-7 as provided within this Ordinance.

D. Establishing appropriate penalties for violations of the Municipal Code furthers the protection of the health, safety and welfare of the community.

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

SECTION I

Section 1-7 of the Mequon Municipal Code is hereby repealed and recreated to read as follows:

1-7 Penalty Provisions.

(a) In this section "violate any provision of this Code" includes doing an act that is prohibited or made or declared unlawful, failing to perform an act that is required to be performed, and failing to perform an act if the failure is prohibited or is made or declared unlawful under this Code, but does not include the failure of a city officer or city employee to perform an official duty unless it is specifically provided that the failure to perform the duty is to be punished as provided in this section.

(b) *General penalty.* Any person who shall violate any provision of this Code shall, upon conviction of such violation, be subject to a penalty, which shall be as follows:

(1) *First offense; penalty.* Any person who shall violate any provision of this

Code shall, upon conviction thereof, forfeit not less than \$5 nor more than \$2,000, together with the costs of prosecution, and in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days.

(2) *Second and subsequent offenses; penalty.* Any person found guilty of a violation of any provision of this Code who shall previously have been convicted of a violation of the same provision shall, upon conviction thereof, forfeit not less than \$10 nor more than \$5,000 for each such offense, together with costs of prosecution, and in default of payment of such forfeiture and costs, shall be imprisoned in the county jail until such forfeiture and costs of prosecution are paid, but not exceeding 6 months.

(c) *Continuing violations.* Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Code shall preclude the City from maintaining any appropriate action to prevent or remove a violation of any provision of this Code.

(d) *Execution against defendant's property.* Whenever any person fails to pay any forfeiture and costs of prosecution upon the order of any court for a violation of any provision of this Code, the court may, in lieu of ordering imprisonment of the defendant, or after the defendant has been released from custody, issue an execution against the property of the defendant for said forfeiture and costs.

(e) *Juvenile justice code dispositional orders and sanctions adopted.* The Municipal Court is authorized to enter an order making one or more of the available dispositions set forth under Wis. Stat. § 938.343 for the disposition of a juvenile adjudged to have violated a civil law or an ordinance and Wis. Stat. § 938.344 for a juvenile adjudged to have committed certain intoxicating liquor, beer and drug violations, which statutes are incorporated herein in their entirety. The Municipal Court is authorized to order any of the sanctions enumerated under Wis. Stat. § 938.355(6)(d) as a consequence for any incident in which the juvenile has violated one or more conditions of his or her dispositional order, which statutory subsection is incorporated herein in its entirety.

(f) *Other remedies.* In addition to any forfeiture imposed under this section or any other penalty section of this Code, the City may institute an action or proceeding to enjoin any violation, and such violation or any nonpayment of any forfeiture and costs shall constitute the basis for revocation or denial of any and all licenses and permits wherein the City is the issuing authority or other administrative sanctions.

SECTION II

The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

Published: _____



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: December 10, 2019
SUBJECT: RESOLUTION 3675 A Resolution Approving a Final Plat for Phase I of The Woods at Highland Park, a 28-Unit (14 Buildings) Plex Development Located at 12431 North Green Bay Road

Background

The applicant, The Hoof Group, is requesting approval of the final plat for the first phase of the Woods at Highland Park Condominium development. The 28-unit (14 building) development was approved by the Common Council on September 11, 2018 (see attached Ordinance #2018-1526).

Analysis

The final plat for Phase I includes 18 condominium units (9 buildings) and is consistent with the approved Planned Unit Development (PUD) concept plan. Phase I is served by a private road off Green Bay Road. The final condominium plat shall show the general layout of the expansion lands as part of the plat.

Fiscal Impact

The 18 unit (9 buildings) first phase is estimated to be valued at \$500,000/unit, resulting in estimated annual tax revenue of \$135,000.

Recommendation

Planning Commission recommendation forthcoming on January 13, 2020

Attachments:

Exhibit A: Final Plat (PDF)
 Exhibit B: Zoning Map (PDF)
 Exhibit C: Ordinance 2018-1526 (DOC)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3675

A Resolution Approving a Final Plat for Phase I of The Woods at Highland Park, a 28-Unit (14 Buildings) Plex Development Located at 12431 North Green Bay Road

- A. The Common Council granted approval of the Final Plat on January 14, 2020.
- B. The Planning Commission granted Final Plat approval for the property on January 13, 2020.
- C. The development agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council of the City of Mequon that:

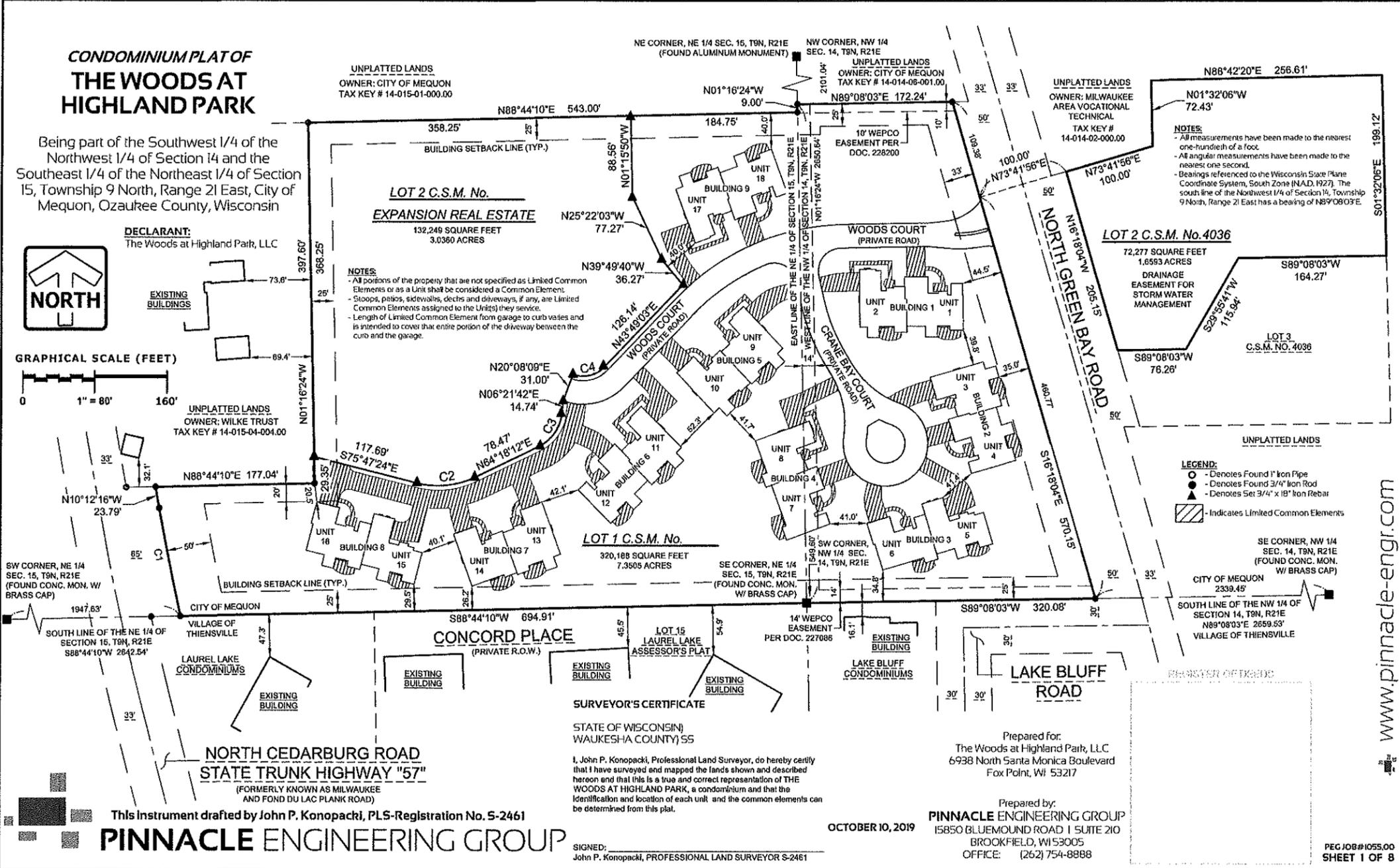
The Final Plat for Phase I is hereby approved and the appropriate City officials are hereby authorized to sign this agreement and upon completion of all required conditions of Planning Commission on January 13, 2020 the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk



Attachment: Exhibit A: Final Plat (RESOLUTION 3675 : Woods at Highland Park Final Plat)

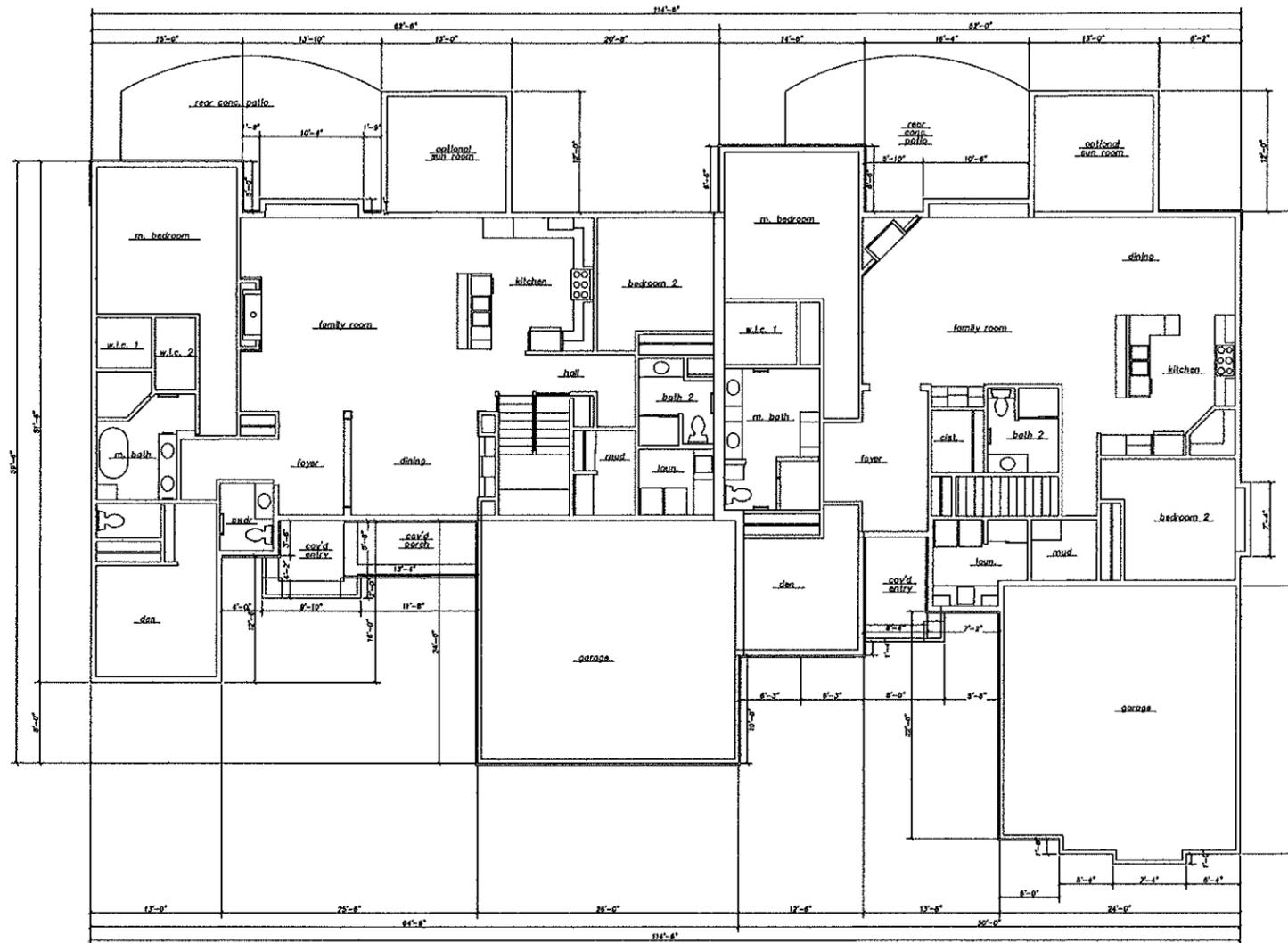
www.pinnacle-engr.com

CONDOMINIUM PLAT OF THE WOODS AT HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

NOTES:

- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.



www.pinnacle-engr.com

OCTOBER 10, 2019

2,225 SQ. FT.
UNIT 1 & UNIT 7

"PRINCETON" A
FIRST FLOOR PLAN
NOT TO SCALE

2,100 SQ. FT.
UNIT 2 & UNIT 8

This Instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

PEG JOB#1055.00
SHEET 2 OF 8

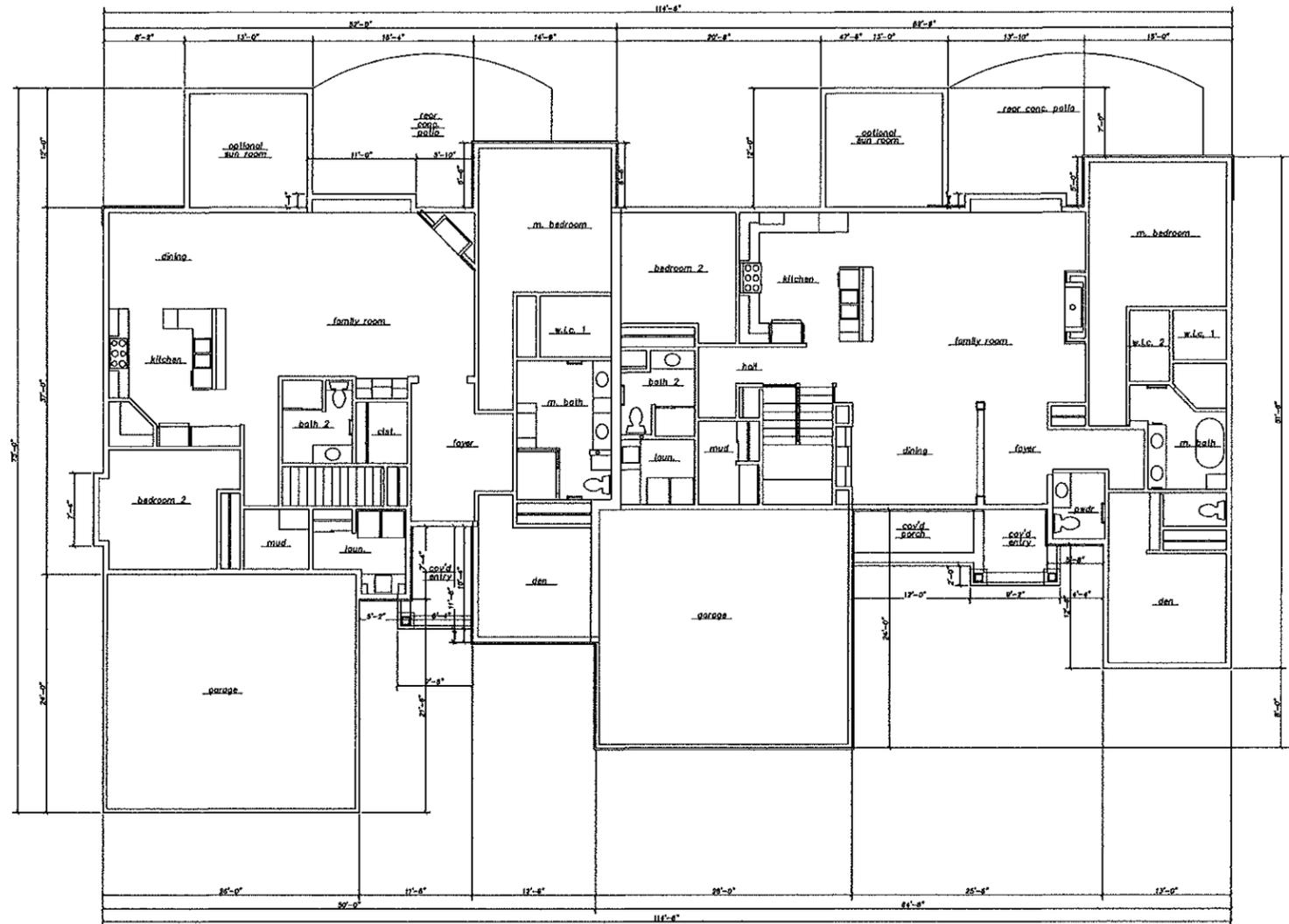
Attachment: Exhibit A: Final Plat (RESOLUTION 3675 : Woods at Highland Park Final Plat)

CONDOMINIUM PLAT OF THE WOODS AT HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

NOTES:

- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.



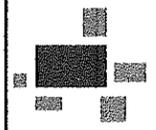
www.pinnacle-engr.com

OCTOBER 10, 2019

2,100 SQ. FT.
UNIT 3

"PRINCETON" B
FIRST FLOOR PLAN
NOT TO SCALE

2,225 SQ. FT.
UNIT 4

This Instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

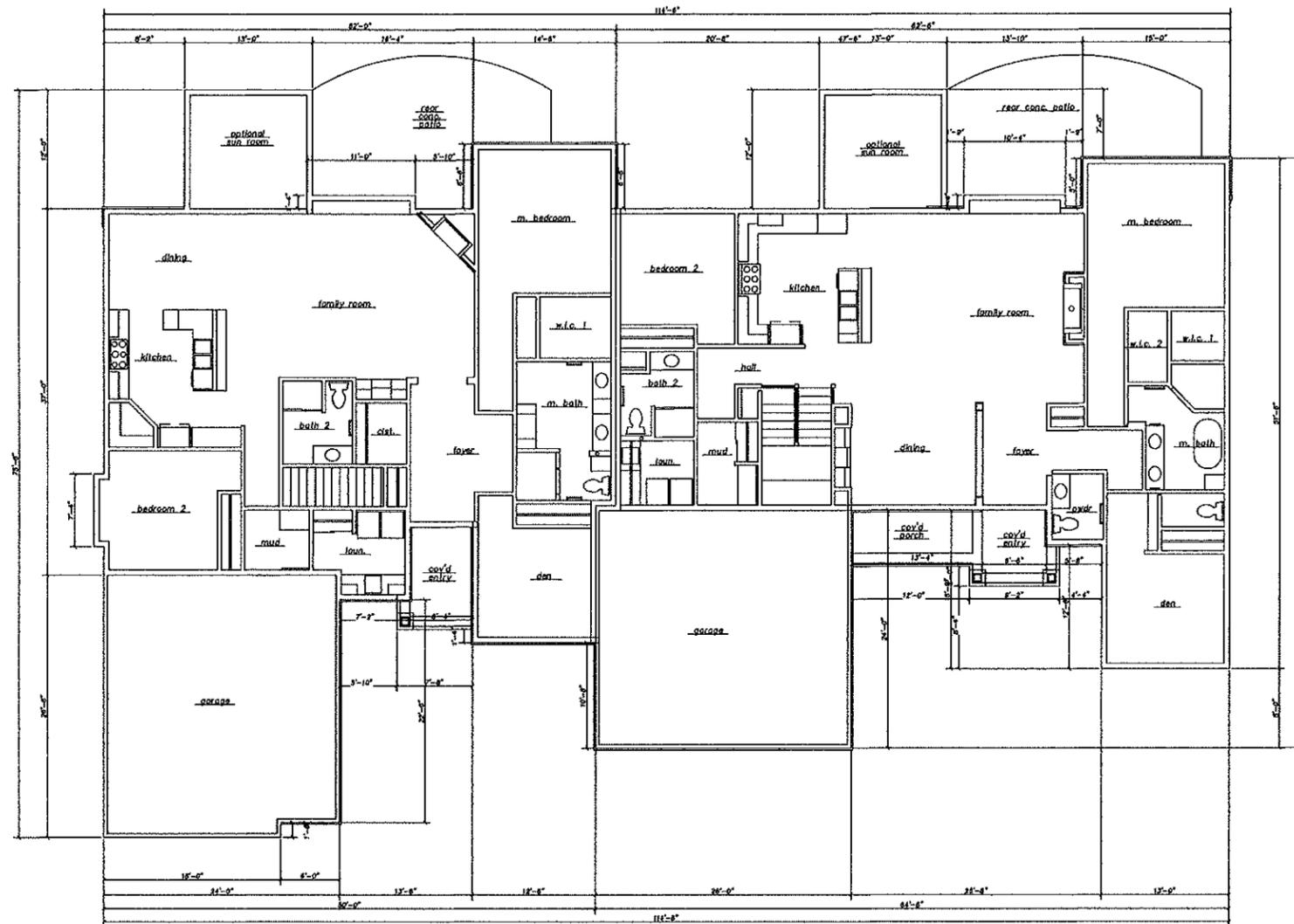
PEGJOB#1055.00
SHEET 3 OF 8

Attachment: Exhibit A: Final Plat (RESOLUTION 3675 : Woods at Highland Park Final Plat)

CONDOMINIUM PLAT OF THE WOODS AT HIGHLAND PARK

Being part of the Southwest 1/4 of the
Northwest 1/4 of Section 14 and the
Southeast 1/4 of the Northeast 1/4 of
Section 15, Township 9 North, Range
21 East, City of Mequon, Ozaukee
County, Wisconsin

NOTES:
- Buildings, improvements and building area shown represent
proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element
planting areas and driveways, if any, are Limited Common
Elements assigned to the Unit(s) they service.



www.pinnacle-engr.com

OCTOBER 10, 2019

2,100 SQ. FT.
UNIT 11 & UNIT 17

"PRINCETON" C
FIRST FLOOR PLAN
NOT TO SCALE

2,225 SQ. FT.
UNIT 12 & UNIT 18

This Instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

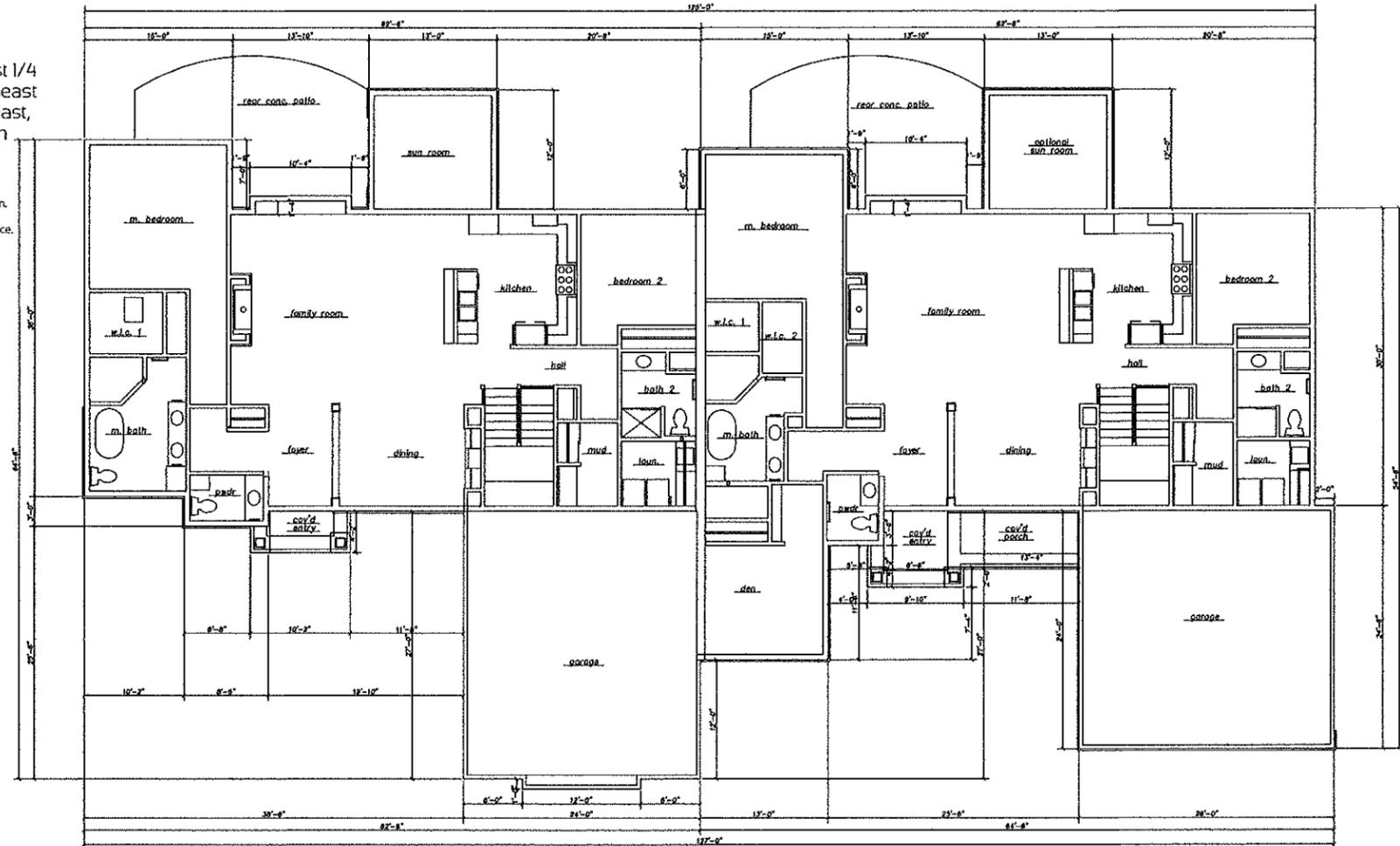
PEG JOB#1055.00
SHEET 4 OF 8

Attachment: Exhibit A: Final Plat (RESOLUTION 3675 : Woods at Highland Park Final Plat)

CONDOMINIUM PLAT OF THE WOODS AT HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

NOTES:
- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.



OCTOBER 10, 2019

2,180 SQ. FT.
UNIT 5 & UNIT 15

"STANFORD" D
FIRST FLOOR PLAN
NOT TO SCALE

2,225 SQ. FT.
UNIT 6 & UNIT 16

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

PEG JOB#1055.00
SHEET 5 OF 8

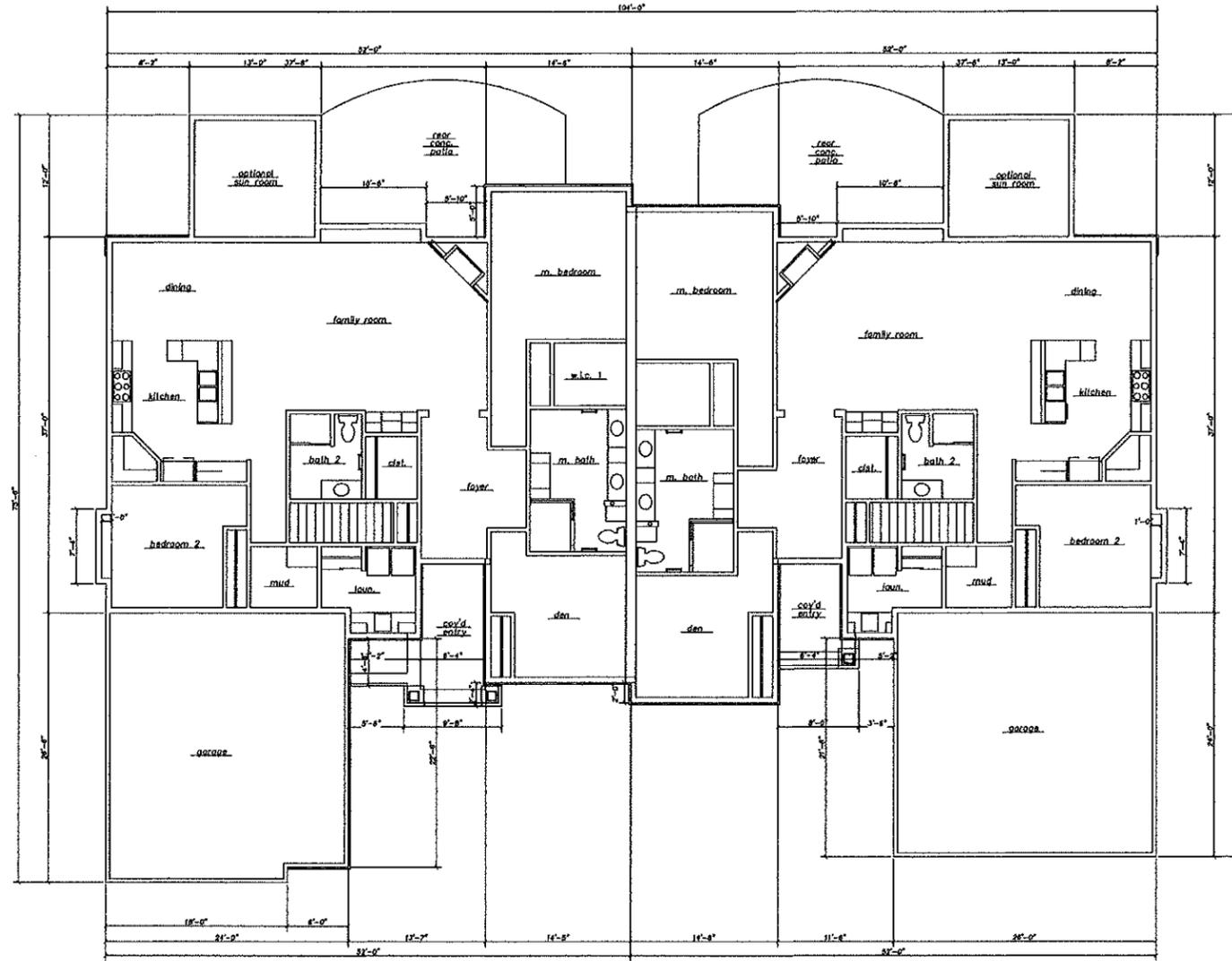
www.pinnacle-engr.com

Attachment: Exhibit A: Final Plat (RESOLUTION 3675 : Woods at Highland Park Final Plat)

CONDOMINIUM PLAT OF THE WOODS AT HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

NOTES:
- Buildings, improvements and building area shown represent proposed construction.
- Stoops, patios, sidewalks, decks, Limited Common Element planting areas and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.



www.pinnacle-engr.com

OCTOBER 10, 2019

2,100 SQ. FT.
UNIT 9

"NOTRE DAME" F
FIRST FLOOR PLAN
NOT TO SCALE

2,100 SQ. FT.
UNIT 10

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

PEG JOB#1055.00
SHEET 6 OF 8

Attachment: Exhibit A: Final Plat (RESOLUTION 3675 : Woods at Highland Park Final Plat)

CONDOMINIUM PLAT OF THE WOODS AT HIGHLAND PARK

Being part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin

www.pinnacle-engr.com

PLAN COMMISSION APPROVAL

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

Date _____ John Wirth, Chairman

Date _____ Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Mequon, Wisconsin, on this _____ day of _____, 20____.

Date _____ John Wirth, Mayor

Date _____ Caroline Fochs, City Clerk

LEGAL DESCRIPTION:

All of Lot 1 of Certified Survey Map No. _____ as recorded in the Register of Deeds office for Ozaukee County as Document No. _____ and all of Lot 2 of Certified Survey Map No. 4036, as recorded in the Register of Deeds office for Ozaukee County as Document No. 1070242, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of the Northeast 1/4 of said Section 15; Thence South 88°44'10" West along the south line of said Northeast 1/4, 694.91 feet to the east right of way line of North Cedarburg Road - State Trunk Highway 57 and a point on a curve; Thence northerly 121.42 feet along the arc of said curve to the right and said east right of way line, whose radius is 2799.79 feet and whose chord bears North 11°26'49" West, 121.41 feet; Thence North 10°12'16" West along said east right of way line, 23.79 feet; Thence North 88°44'10" East, 177.04 feet; Thence North 01°16'24" W, 29.35 feet; Thence South 75°47'24" East, 117.89 feet to a point of curvature; Thence easterly 86.17 feet along the arc of said curve to the left, whose radius is 95.00 feet and whose chord bears North 84°15'24" East, 84.84 feet; Thence North 64°18'12" East, 78.47 feet to a point of curvature; Thence northeasterly 45.51 feet along the arc of said curve to the left, whose radius is 45.00 feet and whose chord bears North 35°19'57" East, 43.59 feet; Thence North 06°21'42" East, 14.74 feet; Thence North 20°08'09" East, 31.00 feet to a point on a curve; Thence northeasterly 37.04 feet along the arc of said curve to the left, whose radius is 32.00 feet and whose chord bears North 76°58'36" East, 35.01 feet; Thence North 43°49'03" East, 128.14 feet; Thence North 39°49'40" West, 36.27 feet; Thence North 25°22'03" West, 77.27 feet; Thence North 01°16'50" West, 89.56 feet; Thence North 88°44'10" East, 184.75 feet to the east line of the Northeast 1/4 of said Section 15; Thence North 01°16'24" West along said east line, 9.00 feet; Thence North 89°08'03" East, 172.24 feet to the west right of way line of North Green Bay Road; Thence South 16°18'04" East along said west right of way line, 109.38 feet; Thence North 73°41'56" East, 100.00 feet to the east right of way line of North Green Bay Road and the northwest corner of Lot 2 of said Certified Survey Map No. 4036; Thence continuing North 73°41'56" East along the north line of said Lot 2, 100.00 feet; Thence North 01°32'05" West along said north line, 72.43 feet; Thence North 88°42'20" East along said north line, 256.61 feet to the east line of said Lot 2; Thence South 01°32'05" East along said east line, 199.12 feet to the south line of said Lot 2; Thence South 89°08'03" West along said south line, 184.27 feet; Thence South 29°55'41" West along said south line, 115.94 feet; Thence South 89°08'03" West along said south line, 78.28 feet to the aforesaid east right of way line of North Green Bay Road; Thence North 16°18'04" West along said east right of way line, 205.15 feet to the aforesaid northwest corner of Lot 2; Thence South 73°41'56" West, 100.00 feet to the west right of way line of the aforesaid North Green Bay Road; Thence South 16°18'04" East along said west right of way line, 480.77 feet to the south line of the Northwest 1/4 of said Section 14; Thence South 89°08'03" West along said south line, 320.08 feet to the Point of Beginning.

Said land containing 392,464 Square Feet (9.0097 Acres) of land, more or less.

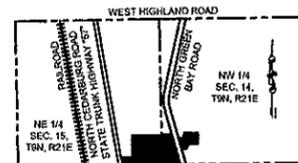
EXPANSION REAL ESTATE:

All of Lot 2 of Certified Survey Map No. _____ as recorded in the Register of Deeds office for Ozaukee County as Document No. _____, being a part of the Southwest 1/4 of the Northwest 1/4 of Section 14 and the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 15; Thence South 88°44'10" West along the south line of said Northeast 1/4, 694.91 feet to the east right of way line of North Cedarburg Road - State Trunk Highway 57 and a point on a curve; Thence northerly 121.42 feet along the arc of said curve to the right and said east right of way line, whose radius is 2799.79 feet and whose chord bears North 11°26'49" West, 121.41 feet; Thence North 10°12'16" West along said east right of way line, 23.79 feet; Thence North 88°44'10" East, 177.04 feet; Thence North 01°16'24" W, 29.35 feet to the Point of Beginning; Thence South 75°47'24" East, 117.89 feet to a point of curvature; Thence easterly 86.17 feet along the arc of said curve to the left, whose radius is 95.00 feet and whose chord bears North 84°15'24" East, 84.84 feet; Thence North 64°18'12" East, 78.47 feet to a point of curvature; Thence northeasterly 45.51 feet along the arc of said curve to the left, whose radius is 45.00 feet and whose chord bears North 35°19'57" East, 43.59 feet; Thence North 06°21'42" East, 14.74 feet; Thence North 20°08'09" East, 31.00 feet to a point on a curve; Thence northeasterly 37.04 feet along the arc of said curve to the left, whose radius is 32.00 feet and whose chord bears North 76°58'36" East, 35.01 feet; Thence North 43°49'03" East, 128.14 feet; Thence North 39°49'40" West, 36.27 feet; Thence North 25°22'03" West, 77.27 feet; Thence North 01°16'50" West, 89.56 feet; Thence South 88°44'10" West, 358.25 feet; Thence South 01°16'24" East, 368.25 feet to the Point of Beginning.

Said land containing 132,249 Square Feet (3.0360 Acres) of land, more or less.

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	121.42'	2799.79'	002°29'05"	N11°26'49"W	121.41'
C2	86.17'	95.00'	039°54'24"	N84°15'24"E	84.84'
C3	45.51'	45.00'	057°56'30"	N35°19'57"E	43.59'
C4	37.04'	32.00'	066°19'07"	N76°58'36"E	35.01'



VICINITY SKETCH
SCALE 1"=2000'

This instrument drafted by John P. Konopacki, PLS-Registration No. 5-2461

PINNACLE ENGINEERING GROUP

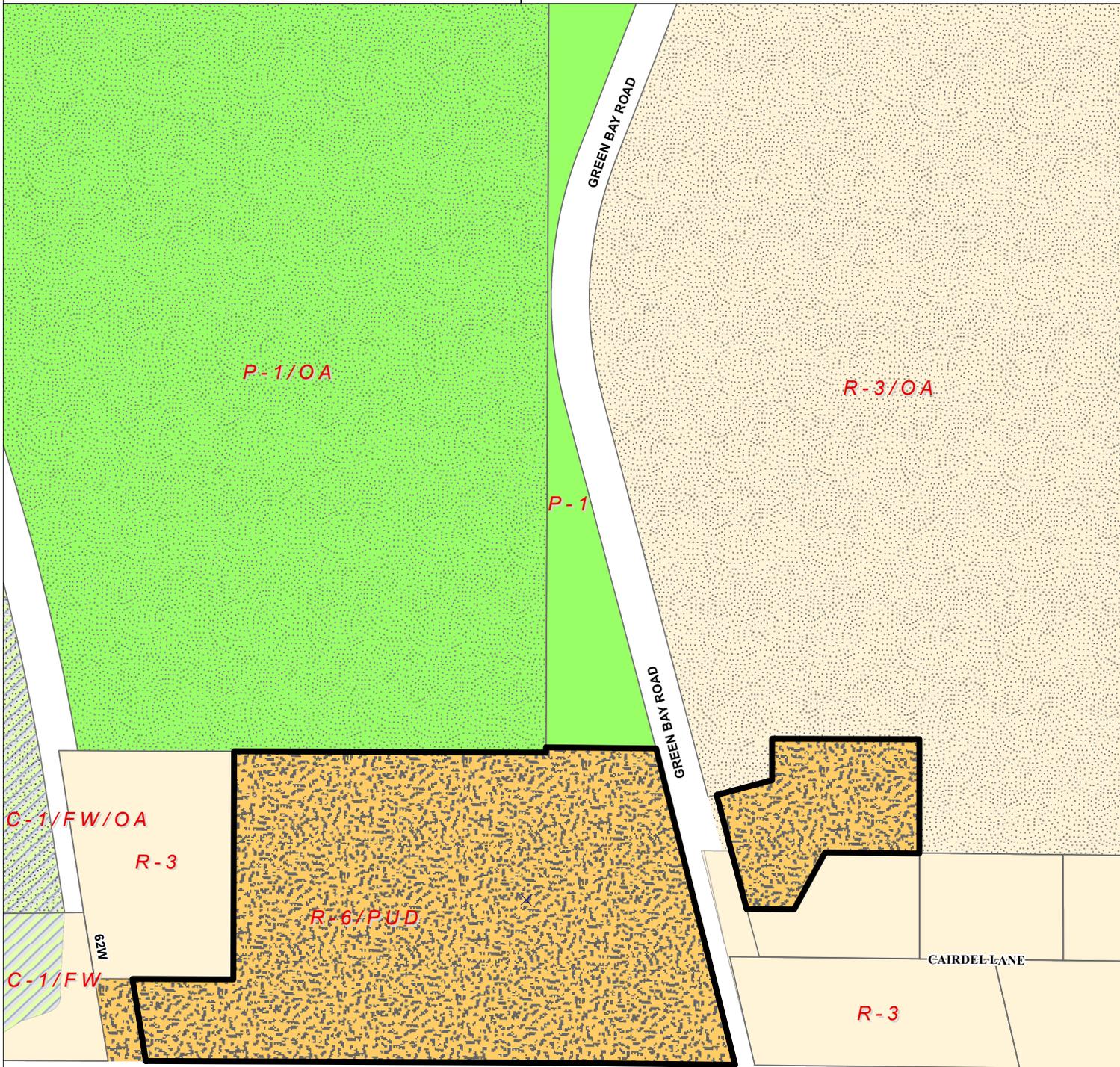
OCTOBER 10, 2019

PEG JOB#1055.00
SHEET 8 OF 8

Attachment: Exhibit A: Final Plat (RESOLUTION 3675 : Woods at Highland Park Final Plat)

Woods at Highland Park

AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		



Attachment: Exhibit B: Zoning Map (RESOLUTION 3675 : Woods at Highland Park Final Plat)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2018-1526

An Ordinance Authorizing a Planned Unit Development Amendment for Properties Located at 12431 N. Green Bay Road, Immediately West of 12431 N. Green Bay Road, 12424 N. Green Bay Road and 5555 W. Highland Drive to Allow a 28-Unit (14 Building) Plex Development

SECTION I:

Following recommendation of the Planning Commission on July 23, 2018, and after due notice and hearing by the Common Council of the City of Mequon on September 11, 2018, the existing and official City of Mequon district zoning maps are hereby amended so as to amend the previously approved PUD (Ord #1497) of certain properties, as described and illustrated in Exhibit A, to R-6 (Suburban Residential Attached) and PUD (Planned Unit Development) subject to the following conditions:

1. Common Council approval of the rezoning.
2. There shall be no less than 30 feet separation between buildings.
3. All plex condominium buildings shall maintain a minimum building setback of 20' from the interior road.
4. The applicant shall submit three different and distinct conceptual building designs as part of the Building/Site Plan submittal. No one building design shall be used in more than half of the buildings in the development.
5. A substantial landscape buffer shall be required along the west property line adjacent to the single family parcel.
6. The entire property is subject to the City of Mequon Tree Preservation Ordinance and a preservation easement shall be established, if necessary.
7. Architectural design of residential buildings shall comply with the attached Exhibits and the Architectural Board's publication entitled "Guidelines for Residential Structures".
8. The applicant will work with staff to maximize the number of side-loading driveways.
9. Any substantial change to the general concept plans illustrated in the attached exhibits shall require the review and approval of the Planning Commission.
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 Commission.
12. Entryway signage and landscaping is subject to the approval of the Planning Commission.

SECTION II:

All other ordinances or parts of ordinances contravening the terms of this ordinance are hereby and to that extent repealed.

Approved by: Dan Abendroth, Mayor

Date Approved: September 11, 2018

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 11, 2018.

Caroline Fochs, City Clerk

Published: September 18, 2018

Attachment: Exhibit C: Ordinance 2018-1526 (RESOLUTION 3675 : Woods at Highland Park Final Plat)



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: January 14, 2020
SUBJECT: RESOLUTION 3677 A Resolution Authorizing a Development and Dedication Agreement Between the Thiensville - Mequon Rotary Foundation and the City of Mequon in the Amount of \$150,000 for the Construction and Dedication of the Town Center Gateway Promenade Located at the Northeast Corner of Mequon and Cedarburg Roads

Background

In 2019, the Thiensville-Mequon Rotary Foundation offered to raise funds for the construction the Town Center gateway feature that has been intended since 2002 and included in the Town Center TID Project Plan adopted in 2008. Resolution No. 3639, approved in August of 2019, authorized a Land Lease Agreement between the City and the Thiensville-Mequon Rotary Foundation, Inc. for the purpose of constructing a gateway monument at the northeast corner of the Mequon and Cedarburg Road intersection. The lease required, among other things, that the T-M Rotary Foundation and the City of Mequon enter into an approved Development Agreement prior to construction of the feature.

The Foundation is prepared to execute the construction services contract with Moore Construction Services and begin construction on May 4, 2020. Therefore, Foundation representatives have coordinated with City Staff, including the City Attorney, to agree to the terms of the attached Development and Dedication Agreement. The gateway design was approved by the Planning Commission in November 2019. The T-M Rotary Foundation Board voted unanimously to sign the development agreement on December 10, 2019, subject to Common Council approval.

Analysis

The Development Agreement outlines the obligations of the City and Foundation for the construction, financing and dedication of the gateway feature. The following highlights the terms of the agreement:

- The project is dedicated to the City after construction is completed, inspected and free of all liens.
- The Foundation provides a one-year warranty against defects.
- After dedication, the City is responsible for use and maintenance.
- The Foundation represents that the project will cost \$710,000 and will be financed utilizing private donations and pledges of up to \$510,000 within three (3) years.
- In recognition of the multiple year pledges, the Foundation is eligible for a City Loan, as

a project cost of the Town Center TID No. 3, to lend the Foundation funds to complete the project within the timeline required of December 31, 2021, per the land lease.

- In the event that Foundation raises funds for the Project above the amount necessary to repay the Loan, those funds shall be applied to a maintenance fund established for the purpose of maintaining the Project and/or ancillary amenities.
- The City of Mequon will contribute a minimum cash incentive of \$150,000 towards the construction of the Project.
- The Village of Thiensville will contribute a minimum of \$50,000 towards the construction of the Project.
- The maturity date of the City Loan is January 1, 2023.

It is anticipated that the gateway structure will cost \$710,000 to construct. This is a 30% increase from the estimated project cost in 2018 of \$550,000. The increase in construction costs is despite changes to the gateway design since it was bid by the City in early 2019.

The construction of the gateway feature accomplishes the City objective of creating a focal point to the neighborhood, providing access and views of the Milwaukee River, finishing the streetscaping for Cedarburg Road and executing a commitment established with the Village of Thiensville for the Town Center holistically. In 2002, and since, the City and Village have partnered on Town Center goals. Specifically, the two municipalities agreed to provide a gateway feature that also identifies the Village of Thiensville and it’s historic, commercial main street north on Cedarburg Road.

Funding Partnership and Request

The following chart identifies the funding sources and financial thresholds required prior to the commencement of construction per the approved land lease.

CONSTRUCTION COMMENCMENT PER LAND LEASE AGREEMENT / CALCULATIONS

	<u>Funding Source</u>	<u>Funding Amount</u>	<u>Project Cost</u>	<u>50% Project Costs Held</u>	<u>75% Project Costs Collected or Pledged</u>
2018 Original Estimate			\$550,000	\$275,000	\$412,500
	Foundation	339,865			
	City	90,000*			
	Village	50,000			
	Total	\$479,865		Met	Met
2020 Current Estimate			\$710,000	\$355,000	\$532,500
	Foundation	339,865			
	City	90,000*			
	Village	50,000			
	Total	\$479,865		Met	Not Met

*The City contracted with Groth Design Group through a RFP for the design of the feature for a fee of \$60,000. At the time, the City considered a total estimated contribution of \$150,000, leaving a \$90,000 contribution towards construction after the cost of the design contract.

The T-M Rotary Foundation is seeking a City contribution of \$150,000 for construction in addition to the \$60,000 contributed for design contract services for a total of \$210,000. This results in a City contribution of 29.5% for the gateway feature. The Foundation's contribution to the project is over 66%. The requested funding puts the Foundation in the position of meeting the 75% project cost threshold, thus allowing security of the construction contract with Moore and preparation for construction in May. In exchange, the Foundation agrees to apply any funds raised for the Project above the amount necessary to repay the loan, to a maintenance fund established for the purpose of maintaining the project and/or ancillary amenities.

The gateway feature is an eligible Town Center TID expenditures. In 2008, the City allocated over \$600,000 for improvements including paths, landscaping, gateway and lighting, including engineering, for the riverfront. In 2012, with the revision to the TID Project Plan, the City anticipated \$300,000 for riverfront expenditures.

There are also ancillary public sidewalks and curb and gutter system improvements along Cedarburg Road that are anticipated for completion as construction of the structure moves forward. These sidewalks and roadway improvements were delayed during the reconstruction of Cedarburg Road in 2009, with the intent of installing them when the City made decisions for the riverfront park improvements. Staff recommends the City bid to complete these ancillary public right of way improvements and complete the construction simultaneous to the construction of the structure. Staff will return to the Council later this Spring with the anticipated cost for completing and coordinating these additional public improvements.

Fiscal Impact

The City's overall contribution to the gateway feature of \$210,000 is 30% less than the City's revised, anticipated financial contribution that was identified during previous Town Center planning efforts, and that resulted in approval of a TID Project Plan amendment in 2012.

Recommendation

The Finance & Personnel Committee recommendation is forthcoming on January 14, 2020.

Attachments:

Gateway - Development and Dedication Agreement (DOCX)

Resolution and Land Lease (PDF)

Design Plan Set Per Planning Commission Approval (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3677

A Resolution Authorizing a Development and Dedication Agreement Between the Thiensville -
Mequon Rotary Foundation and the City of Mequon in the Amount of \$150,000 for the
Construction and Dedication of the Town Center Gateway Promenade Located at the Northeast
Corner of Mequon and Cedarburg Roads

A. The City of Mequon and the T-M Rotary Foundation desire, for the benefit of their citizens, to enter into a development and dedication agreement for the purpose of constructing the gateway feature consistent with multiple Town Center plans located on the City-owned property at the northeast corner of Mequon and Cedarburg Road.

B. The T-M Rotary Foundation provides services and cost sharing partnerships to complete community projects including Rotary Riverwalk, Rotary Park and the Rotary Pavilion in Thiensville Park.

C. The City of Mequon and the T-M Rotary Foundation agree to the development and dedication agreement which outlines the purpose and responsibilities for construction, financing and dedication of the gateway feature.

D. The Finance-Personnel Committee recommended approval of the development agreement amendment as attached as Exhibit A at its meeting on January 14, 2020.

E. The City's associated cost of \$150,000 for construction of the gateway feature is allocated with the Town Center TID No. 3 and are eligible, anticipated expenditures.

F. The City intends to bid and consider the construction of the ancillary public right of way improvements including sidewalks and curb and gutter for Cedarburg Road.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Mequon that:

1. The City agrees to the terms of the development agreement in substantial conformity with the form appended to this Resolution.

2. The Mayor and City Clerk are authorized and directed to execute the development agreement substantially in the form as attached, subject to any clerical or technical changes identified by the City Attorney.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

DEVELOPMENT AND DEDICATION AGREEMENT

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the ____ day of January 2020, by and between the Thiensville-Mequon Rotary Foundation, Inc. ("Foundation") and the City of Mequon, Wisconsin ("City") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

A. The Foundation has raised funds sufficient to pay for the construction of a gateway monument to act as an entry focal point for the town center area of the City of Mequon and the Village of Thiensville (the "Project") that it intends to construct on City property and then turn the Project over to the City by way of dedication.

B. The City and the Foundation previously entered into a Lease dated August 19, 2019, which identified the property upon which the Project is to be constructed.

C. The City has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the City, but needs to make sure that the Project will be completed in a timely and workmanlike manner.

D. The Parties wish to memorialize their agreement with respect to the funding and construction of the Project in this Agreement.

Based upon and in consideration of these recitals, the mutual agreements, benefits and responsibilities outlined herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I OBLIGATIONS OF THE PARTIES

Section 1.1 The Foundation shall contract with a Project Manager to oversee construction of the Project in accordance with this Agreement and the Approved Plans for the Project, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

Section 1.2 The Project will be managed by the Project Manager, and the Foundation and Project Manager will provide, or otherwise ensure the availability of, sufficient (as approved by the City) limits of liability and casualty insurance naming the City as an additional insured.

Section 1.3 The Project shall at all times be subject to City inspection and approval, and the City shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans.

Section 1.4 After the Project is fully completed (as determined by the City's Public Works Committee) the Foundation shall dedicate the Project to the City at no cost or expense to the City, and the City shall accept dedication of the Project. Construction shall be completed free

of all liens and encumbrances except for those liens and encumbrances permitted by this Agreement, and lien waivers for the for all work shall be submitted to the City as a condition precedent to its acceptance of dedication of such improvements.

Section 1.5 The Foundation shall provide to the City a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the City, in a customary form reasonably acceptable to the City.

Section 1.6 After the Project is dedicated to the City, the City shall take over all responsibility for the use and maintenance of the Project.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of City The City makes the following representations and warranties:

- (1) City is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) City makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for Foundation's purposes or needs.
- (3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, or constitutes a default under any of the foregoing.
- (4) The execution, delivery and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City and no other or further acts or proceedings of the City are necessary. This Agreement constitutes the legal, valid, and binding agreement and obligations of the City, enforceable against it in accordance with its respective terms, except as enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (5) The private development of the Project is consistent with the public purposes, plans and objectives of the City.

Section 2.2 Representations and Warranties of Foundation Foundation makes the following representations and warranties:

(1) Foundation is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) Foundation will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by City staff which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Foundation is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Foundation will cause the Project construction to be covered under appropriate insurance policies including workers' compensation and comprehensive general liability. The comprehensive general liability policy, including contractual liability, will be issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except workers' compensation insurance.

(5) Indemnification.

(i) Foundation hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project construction, including without limitation:

(a) The failure of Foundation or its contractors, subcontractors, agents, employees, or invitees (while under control of Foundation) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto;

(b) Any release by Foundation or its contractors, subcontractors, agents, employees, or invitees (while under control of Foundation) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project;

(c) Any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Foundation and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; and/or

(d) Any violation by Foundation at the Project of any environmental law, rule, regulation or ordinance; except, in each of the foregoing instances, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Foundation or its contractors, subcontractors or materialmen in their performance of this Agreement or from Foundation's failure to comply with any of the provisions of this Agreement or of law, Foundation shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Foundation promptly, in writing, notice of the alleged loss, damage or injury.

(ii) Foundation, or any contractor or subcontractor retained by Foundation, shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(a) The negligent or willfully wrongful performance of this Agreement by Foundation, or any contractor or subcontractor retained by Foundation;

(b) The negligent or willfully wrongful construction of the Project by Foundation, or any contractor or subcontractor retained by Foundation;

(c) The violation by Foundation, or any contractor or subcontractor retained by Foundation, of any law, rule, regulation, order or ordinance;

(d) The infringement by Foundation, or any contractor or subcontractor retained by Foundation, of any patent, trademark, trade name or copyright;

(e) Claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances based upon the failure to construct the Project in accordance with the Approved Plans; or

(g) Injury to or death of any person at the Project; injury to any property caused by or at the Project during construction.

(iii) The indemnification provisions herein are intended for the sole benefit of the indemnified parties, their heirs and their legal representatives. The indemnification hereunder shall be secondary to any available insurance coverage provided by the indemnifying party to the benefit of the indemnified party, and it is not intended to relieve such insurer from its obligations under its policy.

ARTICLE III FINANCING

Section 3.1 Project Costs. It is anticipated that construction of the Project will cost \$710,000.00 (the “Project Cost”). The Foundation has represented that it intends on financing the Project utilizing private donations of up to \$510,000 and that these donations may be made through pledges of up to 3 years. The Village of Thiensville will contribute a minimum of \$50,000 towards the construction of the Project.

Section 3.2 Project Commencement. The Foundation may not start construction on the Project until such time as it is able to demonstrate to the City’s satisfaction that the Foundation has cash-on-hand and/or pledges totaling 75% of the Project Cost, of which a minimum of 50% shall be cash-on-hand (including the commitments of the Village described above and the City’s incentive described below).

Section 3.3 City Loan. In recognition of the multiple-year pledges the Foundation is utilizing to fund the Project, the City agrees, as a project cost of Tax Increment District No. 3, to lend the Foundation sufficient funds to close any financing gap resulting from the delayed availability of funds due to multi-year pledges as may be necessary to complete the Project within the timeframe contemplated within the Lease between the parties, under the following terms:

- (1) Foundation promises to pay to the City, at its direction, the principal amount equal to the amount the City disburses to the Foundation to complete the Project.
- (2) No interest shall accrue on unpaid balances.
- (3) Principal shall be repaid upon receipt of pledges, Foundation shall make payment quarterly consisting of all pledged funds received by the Foundation in that quarter.
- (4) All unpaid principal, if any, shall be due and payable on January 1, 2023 (the “Maturity Date”).

(5) The Loan may be prepaid in any amount at any time without penalty. Any partial prepayment of principal shall apply against installments of principal in reverse order of maturity such that the partial prepayment would be applied to principal due with the final installment payments.

(6) Upon the occurrence and during the continuance of a default on this Loan, the City shall have all the rights and remedies provided for by law. Upon the occurrence of a default that continues after any applicable cure period, this Loan shall bear interest at a rate equal to 12% per annum, whether or not all of the obligations evidenced by this Loan are declared due by the City.

(7) Foundation shall reimburse the City for all expenses incurred, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of any right or remedy of the City under this Loan.

(8) Foundation waives demand, presentment, protest, notice of protest, notice of dishonor or default or any other notice or demand of whatsoever kind or nature in connection with this Loan, or the release of any party liable for the obligations under this Loan.

Section 3.4 Financial Incentive. In consideration for the development and construction of the Project by Foundation in the time and manner required herein, the City agrees to pay a cash incentive to the Foundation in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Incentive"). The Incentive shall be a project cost of TID No. 3. In the event that Foundation raises funds for the Project above the amount necessary to repay the Loan, those funds shall be applied to a maintenance fund established for the purpose of maintaining the Project and/or ancillary amenities.

ARTICLE IV DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Foundation or the City shall fail to pay any amounts due under this Agreement on or before ten days following the date when the other party delivers written notice thereof; or

(b) Any representation or warranty made by Foundation or the City in this Agreement, or any document or financial statement delivered by Foundation pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(c) Except as provided for in (a), Foundation or the City shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within

such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(d) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(e) Foundation shall: (i) become insolvent or be unable to pay, or admit in writing its inability to pay, its debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed under 11 U.S.C. § 303(j) for a period of ninety (90) days or Foundation shall file an answer to such a petition or application, admitting the material allegations thereof, unless the Foundation within 90 days of this filing of the petition provides evidence of solvency satisfactory to the City; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, unless the Foundation within 90 days of this filing of the petition provides evidence of solvency satisfactory to the City, or have a receiver or custodian appointed for any of its assets or properties, with or without consent; or (vi) adopt a plan of complete liquidation of its assets; or

(f) If Foundation shall cease to exist; or

(g) A default shall occur under any other documents executed and delivered by Foundation to the City in connection with the Project.

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Foundation shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the City's rights against Foundation under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Foundation. Any and all such fees, costs and expenses incurred by the City which are to be paid by the Foundation, shall be paid by Foundation to the City within 30 days following delivery of invoices documenting the costs.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Foundation is addressed to or delivered personally to:

Thiensville-Mequon Rotary Foundation, Inc.
ATTN: Herbert M. Hillman, Treasurer
11520 N. Port Washington Road #204
Mequon, WI 53092

- (b) in the case of City is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by City with respect to obligations of City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Compliance Nothing contained in this Agreement is intended to or has the effect of releasing Foundation, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 4.11 Amendment. This Agreement may only be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

[Signatures appear on the following page]

CITY OF MEQUON

By: _____
John M. Wirth, Mayor

Attest: _____
Caroline Fochs, City Clerk

State of Wisconsin)
) ss.
County of Ozaukee)

Personally appeared before me this ____ day of _____, 20____, the above-named John M. Wirth and Caroline Fochs, the Mayor and Clerk, respectively, of the City of Mequon, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipality.

Print Name:
Notary Public, _____ County
State of Wisconsin
My commission: _____

Approved as to Form:

Brian C. Sajdak, City Attorney

Attachment: Gateway - Development and Dedication Agreement (RESOLUTION 3677 : Gateway DA)

**THIENSVILLE-MEQUON ROTARY
FOUNDATION, INC.**

By: _____
Steven K. Peterman, President

Herbert M. Hillman, Treasurer

State of Wisconsin)
) ss.
County of Ozaukee)

Personally appeared before me this ____ day of _____, 20____, the above-named Steven K. Peterman and Herbert M. Hillman, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said corporation.

Print Name:
Notary Public, _____ County
State of Wisconsin
My commission: _____

Attachment: Gateway - Development and Dedication Agreement (RESOLUTION 3677 : Gateway DA)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3639

A Resolution Authorizing a Land Lease for One Dollar Annually to the Thiensville-Mequon Rotary Foundation for the Construction of the Mequon-Thiensville Community Gateway Project Until December 31, 2021

A. The City of Mequon and the T-M Rotary Foundation desire, for the benefit of their citizens, to enter into a land lease for the purpose of the final design and construction of the gateway feature consistent with multiple Town Center plans located on the city-owned property at the northeast corner of Mequon and Cedarburg Road; and

B. The T-M Rotary Foundation provides services and cost sharing partnerships to complete community projects including Rotary Riverwalk, Rotary Park and the Rotary Pavilion in Thiensville Park; and

C. The City of Mequon and the T-M Rotary Foundation agree to a land lease which outlines the purpose and responsibilities of each party, including a lease term of December 31, 2021, an annual rental payment of \$1.00 and the maintenance of the site during the lease term.

D. The Finance-Personnel Committee at its meeting on August 13, 2019 agreed with staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

1. The land lease to the T-M Rotary Foundation for the final design and construction of the gateway feature be approved subject to the following conditions:

- a) No construction of improvements shall begin unless and until:
1. The T-M Rotary Foundation and the City of Mequon have entered into an approved Development Agreement.
 2. The final plans for the gateway feature are approved by the City of Mequon.
 3. The Village of Thiensville has approved the project and committed the sum of \$50,000 toward the completion of the gateway feature.
 4. The City of Mequon has verified, through an independent third-party designated by the City, that at least 75% of the funds necessary to complete the gateway feature have either been collected by the T-M

Rotary Foundation or are pledged in writing.

5. At least 50% of the funds necessary to complete the gateway feature are held by the T-M Rotary Foundation or are in approved commitments by the Village of Thiensville and the City of Mequon.

Approved by: John Wirth, Mayor

Date Approved: August 13, 2019

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on August 13, 2019.

Caroline Fochs, City Clerk

Attachment: Resolution and Land Lease (RESOLUTION 3677 : Gateway DA)

Land Lease

This Lease ("Lease") is made and entered into this 19th day of August, 2019 (the "Commencement Date"), by and between the City of Mequon, a municipal corporation of the State of Wisconsin (the "Landlord"), and Thiensville-Mequon Rotary Foundation, Inc., a Wisconsin not-for-profit organization (the "Tenant").

1. Premises. The Landlord, for and in consideration of the rents and covenants herein specified to be paid and performed by the Tenant, hereby leases and demises to the Tenant and the Tenant leases from the Landlord the property consisting of the southwestern most one acre of land of the Landlord's property located at the northeast corner of the intersection of Mequon and Cedarburg Roads (the "Premises"), which is more specifically shown on the Site Plan attached hereto as Exhibit A (the "Site Plan").

2. Term. This Lease shall commence on the Commencement Date and shall terminate on December 31, 2021, unless earlier terminated as provided for herein (the "Term"). Provided that Tenant is not in default under this Lease, and that this Lease has not been terminated as provided for hereunder, the Term of the lease shall automatically extend for one additional one-year term. Either party may terminate this Lease at any time upon written notice to the other party of not less than 60 days.

3. Rental. Tenant shall pay \$1.00 as an annual base rent (the "Rent") during the Term of the Lease. The first such payment shall be payable upon execution of this Lease, and each such subsequent payment shall be made on or before the first (1st) day of each calendar year during the Term commencing on January 1, 2020 and each year thereafter. Tenant shall have the right to pay Rent for all or any portion of the Term in advance. No security deposit shall be required. All Rent and other payments required by this Lease shall be made to the Mequon Finance Director at 11333 N. Cedarburg Rd., Mequon, WI 53092, or at such other place as the Landlord may from time to time designate by written notice to the Tenant. The Rent and other payments shall be paid to the Landlord without notice or demand and without abatement.

4. Condition of Premises. No representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord as to the condition of the Premises, or as to the use that may be made of the Premises. In no event shall the Landlord be responsible or liable for any defect in the Premises or for any limitation on its use.

5. Taxes. Tenant and Landlord expect that the Premises will be exempt from real property taxation by virtue of the ownership and use of the same. In the event that the Premises are not exempt from real property taxation, either party may terminate this Lease upon notice of not less than 5 days. In the event that the Lease is not terminated, Tenant shall pay any real estate taxes imposed. Tenant shall have the right to contest or review all or any real estate tax assessed against Tenant by legal proceedings.

6. Utilities. The Landlord shall pay all charges for water, sewer and electrical services supplied or rendered to the Premises before the same become delinquent.

7. Licenses. The Tenant shall obtain, pay for and keep current, all permits and licenses necessary for the operations contemplated herein and covenants not to violate any of the terms thereof, and agrees to hold the Landlord harmless from any costs resulting from failure by it to comply therewith.

8. Use of Premises; Improvements; Non-Discrimination.

A. Use. The Premises shall be used and occupied by the Tenant primarily for the purpose of constructing and maintaining an area to act as an entry focal point for the town center area of the City of Mequon and Village of Thiensville, to include the construction of a gateway monument for that purpose (the "Approved Use"). It is expressly understood and agreed that the Tenant may, subject to compliance with applicable laws, regulations and ordinances and the terms of this Lease, solicit donations for the construction of the Premises. Notwithstanding the foregoing, at no time shall Tenant use the Premises or permit the Premises to be used in such a way as to render the property taxable.

B. Prohibited Activities. The Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or the Land, or do or permit anything to be done on the Premises or the Land, in any manner (i) which causes Tenant to lose its status as a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code; (ii) which results in or generates tax liability to the property; (iii) which causes or is liable to cause injury to the Premises or any equipment, facilities or systems therein; (iv) which constitutes a violation of the laws and requirements of any public authorities or the requirements of insurance bodies; or (v) which impairs or tends to impair the proper economic maintenance, operation and repair of the Premises and/or its equipment, facilities or systems.

C. Improvements. Tenant may, at its own expense, construct and install improvements on the Premises to carry out its purposes and use thereof, provided that such work shall first be approved by the Landlord. Upon termination of this Lease, any permanent structures or improvements installed by Tenant shall become property of the Landlord and shall remain on the Premises, while any non-permanent improvements shall remain property of the Tenant and shall be removed promptly.

D. Non-Discrimination. Neither Landlord nor Tenant shall discriminate against any employee, applicant for employment, customer, visitor, or the like, because of race, color, national origin, age, gender, or handicap.

9. Repairs and Maintenance.

A. Tenant Obligations. The Tenant shall not cause or permit any waste, damage or injury to the Premises. Tenant, at its sole expense, shall keep the Premises, with all improvements made thereto (whether existing on the Commencement Date or subsequently installed by Tenant); clean and in good condition (reasonable wear and tear excepted) to include general cleanup including cleaning and janitorial service, litter control and garbage removal. Notwithstanding the foregoing, any permitted alterations, improvements or additions shall be in compliance with the applicable laws, regulations and ordinances affecting such work. Tenant may, at its sole cost and expense, maintain planting beds in the area immediately surrounding

(within 5 feet) the Premises including trimming, pruning, cultivating, weeding, mulching, fertilizing, irrigation, pest control and removal and replacement of shrubs and flowers.

B. Landlord Obligations. Landlord shall at its cost and expense: (i) make all maintenance, repair, and replacement of concrete sidewalks and concrete areas adjacent to or leading to the Premises; and (ii) maintain the park surrounding the Premises.

10. Indemnification & Liability. Each party shall hold the other harmless from all loss and damage occasioned by the negligent use or maintenance of the Premises or the negligent use or escape of water or by the bursting of pipes, or by any nuisance made or suffered on the Premises, to the extent that each is responsible therefore whether pursuant to its obligations hereunder, or as a result of any negligent or intentional act by such party, its servants, agents, employees, licensees or invitees. Notwithstanding the foregoing, under no circumstances shall the Landlord, nor any agent or employee of the Landlord, be liable for (a) loss of or damage to any property of the Tenant, or of any other person, entrusted to any of the Landlord's agents or employees, (b) loss of or damage to any property of the Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, heat, explosion, falling debris, steam, gas, electricity, dust, water or snow, or leaks from any part of the Premises or from any other cause whatsoever, (d) any such damage caused by other occupants or persons in the Premises or by construction of any private, public or quasi-public work, or (e) any latent defect in the Premises.

11. Assignment, Subletting and Mortgages. Tenant shall not assign nor sublet the whole or any part of the Leased Premises without Landlord's prior written consent in each instance, which consent may be withheld at the sole discretion of Landlord.

12. Insurance.

A. Liability Insurance. During construction, Tenant shall ensure at its sole expense that there is appropriate levels of applicable insurance coverage (worker's compensation, commercial general liability, business auto liability, umbrella liability and/or renters or contents insurance). Such policies shall contain a provision whereby the insurance carrier waives any right of subrogation against the Landlord and its insurance carrier. Tenant agrees to include Landlord as an additional insured on Tenant's commercial general liability insurance policy.

B. Building Insurance. Landlord agrees to maintain building and liability insurance on the Building and other improvements on the Premises and all equipment, machinery and fixtures therein insuring against loss or damage by fire and other risks which are customarily comprehended by the term "extended coverage" in endorsements to fire insurance policies, in amounts not less than the replacement value of the improvements thereon. Such coverage shall not include builder's risk or related coverage during the course of any construction activities on the Premises.

13. Compliance with Laws. The Tenant shall, at its own cost and expense: (a) comply with all governmental laws, ordinances, orders and regulations affecting the Land and the Premises now in force or which hereafter may be in force; (b) comply with and execute all

rules, requirements and regulations of the Board of Fire Underwriters, and other organizations establishing insurance rates; (c) not suffer, permit, or commit any waste or nuisance; and (d) install fire extinguishers in accordance with insurance requirements.

14. Fire or Casualty. In the event the Premises are partially or totally destroyed by fire or other casualty, this Lease shall immediately terminate with no continuing obligations on the part of either party.

15. Eminent Domain. In case all or part of the Premises is taken by the exercise of the power of eminent domain or similar authority by whatever name called, then this lease shall immediately terminate with no continuing obligations on the part of either party. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by the Tenant.

16. Security. During Tenant's active use of the Premises the Tenant shall be responsible for providing a reasonable level of security for the Premises, considering the nature of the events and activities conducted by the Tenant at the Premises. Tenant shall be responsible for payment of all costs and expenses related to security for its activities. Landlord shall be responsible to provide security for the Premises that is similar to what Landlord provides for other parks in the City at those times where Tenant is not actively using the Premises.

17. Access to Premises.

A. Inspection. The Landlord shall have the right to enter upon the Premises at any time for the purpose of maintaining the Premises and/or inspecting the same for compliance with this Lease.

B. Public Access. The general public shall continue to have access to the Premises at any time, subject to applicable rules and regulations of the Landlord related to park access, except that the Tenant may, with prior approval by the Landlord, restrict such access for private events on the Premises including celebrations and fund raising activities.

C. Tenant's Use of Park. Tenant, and its employees, contractors, volunteers and guests may access the Premises by foot through the park area surrounding the Premises. Any additional use of the park facilities located outside the Premises by Tenant is subject to Tenant's receiving a permit for such use from the City to the extent a permit is required by the City's ordinances, procedures or policies applicable to all other persons or entities using park facilities within the City of Mequon. In addition, if required by the City's ordinances, procedures or policies applicable to all other persons or entities using park facilities within the City of Mequon, the Tenant's use of the park facilities located outside the Premises is subject to receipt by Tenant of the approval of the City's Parks Department, which approval will not be unreasonably withheld.

18. Default.

A. Tenant's Default. This Lease is on the condition that: (i) if Tenant shall default in the performance of any of its obligations hereunder, including the payment of rent, and

if such default shall continue for ten (10) days after written notice from Landlord designating such default, or (ii) if any assignment shall be made by Tenant for the benefit of creditors, or (iii) if Tenant's leasehold interest shall be taken on execution, or (iv) if a petition for liquidation pursuant to Chapter 7 of Title 11 of the U. S. Code is filed by Tenant or if such a petition is filed against Tenant and such petition is not dismissed within ninety (90) days thereafter, then, and in any of such cases, Landlord lawfully may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter declare this Lease terminated and the Term ended and may exercise all remedies available under Wisconsin Law.

B. Landlord's Default. If Landlord defaults in the performance or observance of any agreement or condition contained in this Lease to be performed or observed by it, and does not cure such default within a reasonable time under the circumstances, but in no event more than thirty (30) days after notice in writing from Tenant specifying the default (or does not commence such cure within said period and thereafter prosecute same to completion with due diligence), then Tenant may, as its sole available remedy, terminate this Lease and vacate the premises without further obligations hereunder.

19. Attorney Fees. The Landlord and Tenant shall be entitled to reasonable attorneys' fees in the event that either of them shall retain an attorney to enforce the provisions of this Lease or because of the breach of any other covenant herein contained on the part of the other party to be performed.

20. Quiet Enjoyment. The Landlord hereby warrants that it has full authority to execute this Lease and agrees that the Tenant, upon paying rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the Premises during the Term hereof, subject to the terms of this Lease and all existing easements, restrictions and covenants of record.

21. Entire Agreement. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Land and becomes effective as a lease only upon execution and delivery thereof by the Landlord to the Tenant.

22. No Waiver. No waiver of default hereunder shall be implied from any omission by a party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Partial Invalidity. The invalidity or unenforceability of any provision hereof in a particular instance shall not affect or impair any other provisions or that provision in other instances.

24. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage

prepaid by United States registered or certified mail, overnight delivery service or personal service directed to the other party at the address designated below, or such other address as either party may designate by notice given from time to time in accordance with this Paragraph. Notices shall be effective when received by the designated party.

Notice to the Landlord and the Tenant shall be as follows:

Landlord:	City of Mequon Attn: City Administrator 11333 N. Cedarburg Road Mequon, Wisconsin 53092
Tenant:	Thiensville-Mequon Rotary Foundation, Inc. ATTN: Herbert Hillman, Treasurer 11520 N. Port Washington Road #204 Mequon, Wi 53092

25. No Mechanic's Liens. The Tenant shall not allow any mechanic's or materialmen's liens to stand against the Land or the Premises relating to work performed at the request of the Tenant. All work shall be done in a good and workmanlike manner employing materials of good quality. The Tenant shall hold the Landlord harmless and shall indemnify the Landlord for all injury, loss, claims or damages to any person or property occasioned by or growing out of said work and for all costs therefor.

26. Performance. In the event the Landlord or Tenant fails to perform any of its obligations or pay any amounts that are its responsibility to perform or pay hereunder, the other party shall be permitted, but shall not be obligated, to perform or pay the same and bill the party who failed to perform or pay. The nonperforming party shall reimburse the other party upon demand.

27. Holdover. In the event the Tenant remains, with the consent of the Landlord, in possession of the Premises after the expiration of this Lease, and without any renewal or extension hereof having been agreed to in writing, the Tenant shall be deemed to be occupying the Premises as a Tenant on a month-to-month basis. All other obligations contained herein shall continue to be applicable to such month-to-month tenancy.

28. Force Majeure. The Landlord shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond the Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, inability to obtain any material services or financing or through acts of God.

29. Headings. The headings of the several Paragraphs contained herein are for convenience only and do not affect or impair any other provision.

30. Governing Law. This Lease shall be interpreted and governed under the laws of the State of Wisconsin and Ozaukee County shall be the forum for any litigation hereunder.

31. Binding Effect. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

In Witness Whereof, the parties hereto have caused these presents to be duly executed on the date first above written.

Landlord:
City of Mequon

By: *John M. Wirth*
John M. Wirth, Mayor

Attest: *Caroline Fochs*
Caroline Fochs, City Clerk

State of Wisconsin)
) ss.
County of Ozaukee)

Personally appeared before me this 27 day of August, 2019, the above-named John Wirth and Caroline Fochs, the Mayor and City Clerk, respectively, of the City of Mequon, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said municipality.

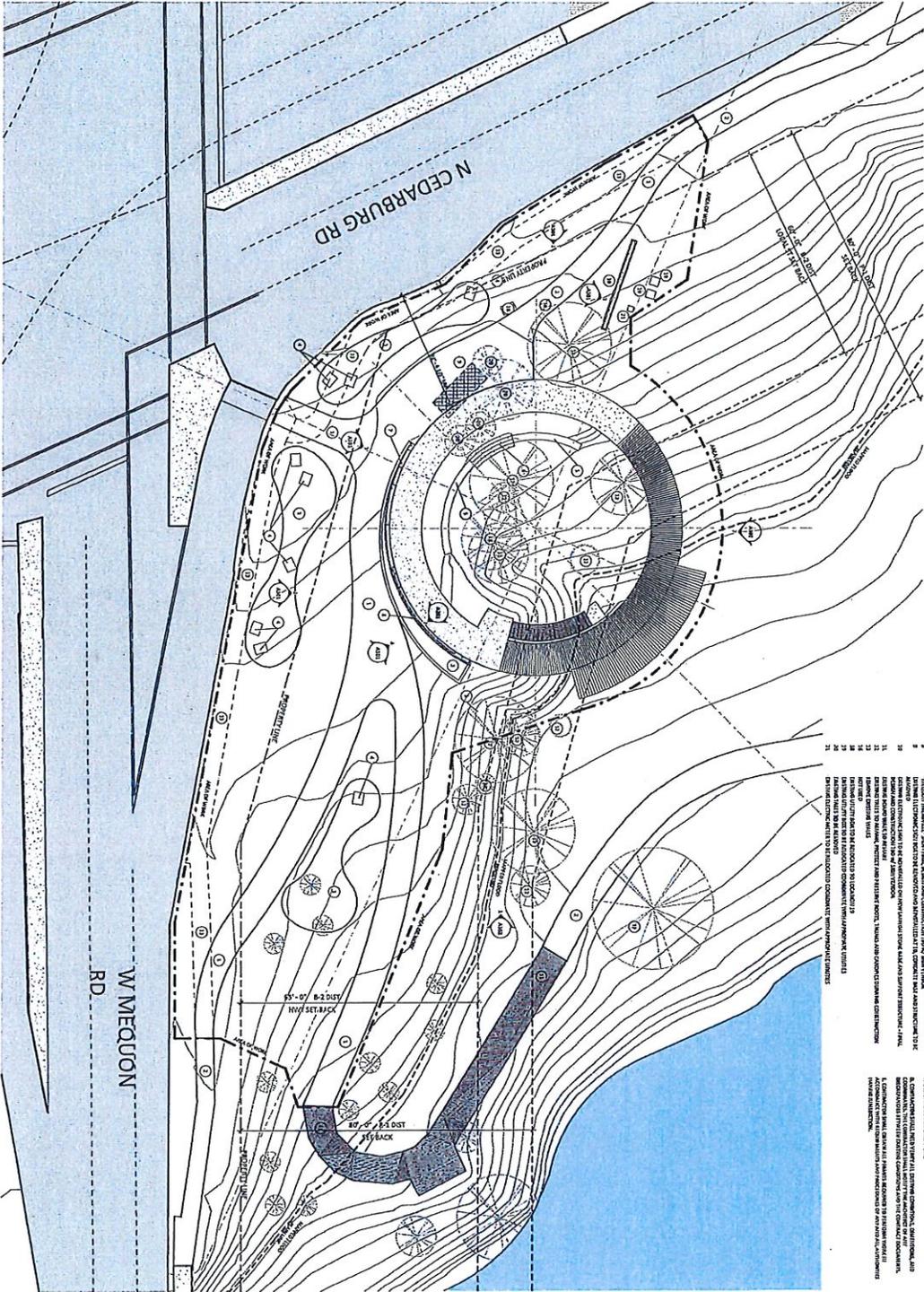
Lina A. Prosser
Print Name: Lina A. Prosser
Notary Public, Ozaukee County
State of Wisconsin
My commission: 12-20-2019

Approved as to Form:
Brian C. Sajdak
Brian C. Sajdak, City Attorney



Attachment: Resolution and Land Lease (RESOLUTION 3677 : Gateway DA)

Exhibit A
(Site Plan)



NOTE: ALL WORK TO BE PERFORMED IN A MANNER THAT PRESERVES AND PROTECTS AS MANY OF THE EXISTING TREES AS POSSIBLE, AND PRESERVE AND PROTECTS AS MUCH AS POSSIBLE THE ROOT SYSTEMS, TRUNKS, CANOPY AND BRANCHES OF THOSE TREES TO REMAIN. ANY TREES THAT INTERFERE WITH CONSTRUCTION SHOULD BE TRANSPLANTED ELSEWHERE ON SITE WHEN FEASIBLE.

1. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
2. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
5. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
6. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
7. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
8. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
9. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
10. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
11. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
12. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
13. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
14. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
15. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
16. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
17. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
18. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
19. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
20. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
21. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.
22. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED IN THE PLAN.

AS102 SITE PLAN - ENLARGED

PROJECT: MEQUON - THIRSVILLE COMMUNITY PROMENADE

LOCATION: NORTH-EAST CORNER OF MEQUON RD & THIRSVILLE RD

DATE: 08/20/2014

SCALE: AS SHOWN

DESIGNER: GROTH DESIGN GROUP

PROJECT NO: AS102

DATE: 08/20/2014

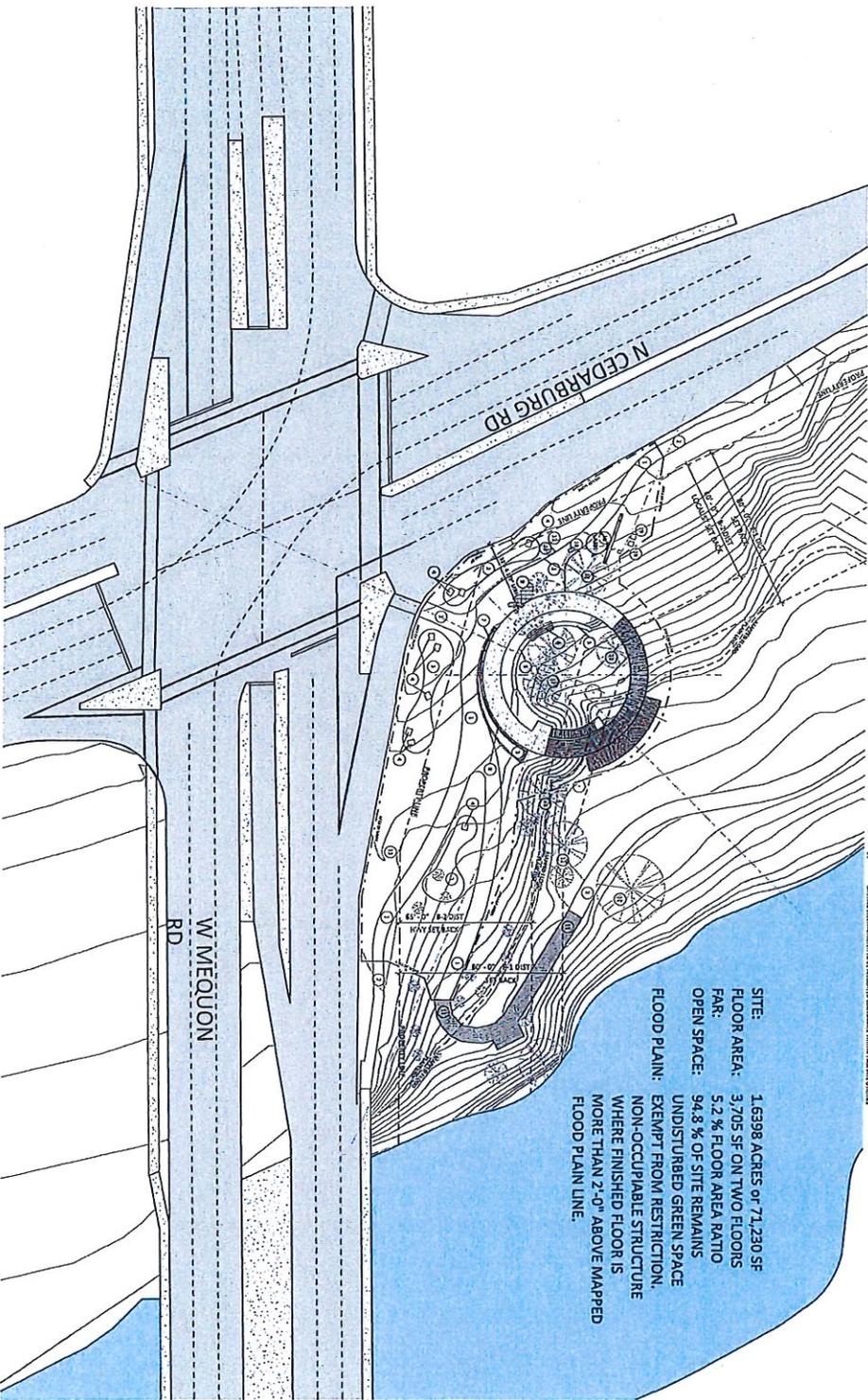
BY: [Signature]

CHECKED: [Signature]

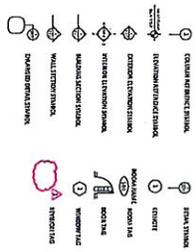
APPROVED: [Signature]

GROTH Design Group

100 WEST COLUMBIA AVENUE
CHICAGO, ILLINOIS 60611
TEL: 312.231.1000
WWW.GROTHGROUP.COM



NOTE: ALL WORK TO BE PERFORMED IN A MANNER THAT PRESERVES AND PROTECTS AS MANY OF THE EXISTING TREES AS POSSIBLE, AND PRESERVES AND PROTECTS AS MUCH AS POSSIBLE THE ROOT SYSTEMS, TRUNKS, CANOPY AND BRANCHES OF THOSE TREES TO REMAIN. ANY TREES THAT INTERFERE WITH CONSTRUCTION SHOULD BE TRANSPLANTED ELSEWHERE ON SITE WHEN FEASIBLE.



NO.	DESCRIPTION
1	EXISTING TRUNK
2	PROPOSED TRUNK
3	PROPOSED BRANCH
4	PROPOSED CANOPY
5	PROPOSED ROOT SYSTEM
6	PROPOSED TRUNK
7	PROPOSED BRANCH
8	PROPOSED CANOPY
9	PROPOSED ROOT SYSTEM
10	PROPOSED TRUNK
11	PROPOSED BRANCH
12	PROPOSED CANOPY
13	PROPOSED ROOT SYSTEM
14	PROPOSED TRUNK
15	PROPOSED BRANCH
16	PROPOSED CANOPY
17	PROPOSED ROOT SYSTEM
18	PROPOSED TRUNK
19	PROPOSED BRANCH
20	PROPOSED CANOPY
21	PROPOSED ROOT SYSTEM
22	PROPOSED TRUNK
23	PROPOSED BRANCH
24	PROPOSED CANOPY
25	PROPOSED ROOT SYSTEM
26	PROPOSED TRUNK
27	PROPOSED BRANCH
28	PROPOSED CANOPY
29	PROPOSED ROOT SYSTEM
30	PROPOSED TRUNK
31	PROPOSED BRANCH
32	PROPOSED CANOPY
33	PROPOSED ROOT SYSTEM
34	PROPOSED TRUNK
35	PROPOSED BRANCH
36	PROPOSED CANOPY
37	PROPOSED ROOT SYSTEM
38	PROPOSED TRUNK
39	PROPOSED BRANCH
40	PROPOSED CANOPY
41	PROPOSED ROOT SYSTEM
42	PROPOSED TRUNK
43	PROPOSED BRANCH
44	PROPOSED CANOPY
45	PROPOSED ROOT SYSTEM
46	PROPOSED TRUNK
47	PROPOSED BRANCH
48	PROPOSED CANOPY
49	PROPOSED ROOT SYSTEM
50	PROPOSED TRUNK
51	PROPOSED BRANCH
52	PROPOSED CANOPY
53	PROPOSED ROOT SYSTEM
54	PROPOSED TRUNK
55	PROPOSED BRANCH
56	PROPOSED CANOPY
57	PROPOSED ROOT SYSTEM
58	PROPOSED TRUNK
59	PROPOSED BRANCH
60	PROPOSED CANOPY
61	PROPOSED ROOT SYSTEM
62	PROPOSED TRUNK
63	PROPOSED BRANCH
64	PROPOSED CANOPY
65	PROPOSED ROOT SYSTEM
66	PROPOSED TRUNK
67	PROPOSED BRANCH
68	PROPOSED CANOPY
69	PROPOSED ROOT SYSTEM
70	PROPOSED TRUNK
71	PROPOSED BRANCH
72	PROPOSED CANOPY
73	PROPOSED ROOT SYSTEM
74	PROPOSED TRUNK
75	PROPOSED BRANCH
76	PROPOSED CANOPY
77	PROPOSED ROOT SYSTEM
78	PROPOSED TRUNK
79	PROPOSED BRANCH
80	PROPOSED CANOPY
81	PROPOSED ROOT SYSTEM
82	PROPOSED TRUNK
83	PROPOSED BRANCH
84	PROPOSED CANOPY
85	PROPOSED ROOT SYSTEM
86	PROPOSED TRUNK
87	PROPOSED BRANCH
88	PROPOSED CANOPY
89	PROPOSED ROOT SYSTEM
90	PROPOSED TRUNK
91	PROPOSED BRANCH
92	PROPOSED CANOPY
93	PROPOSED ROOT SYSTEM
94	PROPOSED TRUNK
95	PROPOSED BRANCH
96	PROPOSED CANOPY
97	PROPOSED ROOT SYSTEM
98	PROPOSED TRUNK
99	PROPOSED BRANCH
100	PROPOSED CANOPY

SITE: 1.6398 ACRES or 71,230 SF
FLOOR AREA: 3,705 SF ON TWO FLOORS
FAR: 5.2 % FLOOR AREA RATIO
OPEN SPACE: 94.8 % OF SITE REMAINS UNDISTURBED GREEN SPACE, EXEMPT FROM RESTRICTION, NON-OCCUPIABLE STRUCTURE WHERE FINISHED FLOOR IS MORE THAN 2'-0" ABOVE MAPPED FLOOD PLAN LINE.



1 SITE PLAN - PROJECT OVERVIEW



AS101

RID & PERMIT SET

© 2014 GROTH DESIGN GROUP, INC.

GROTH
 Design Group
 1000 WEST GOSHEN AVE.
 SUITE 100
 GOSHEN, IN 46526
 PH: 317.234.1111
 WWW.GROTHDESIGN.COM

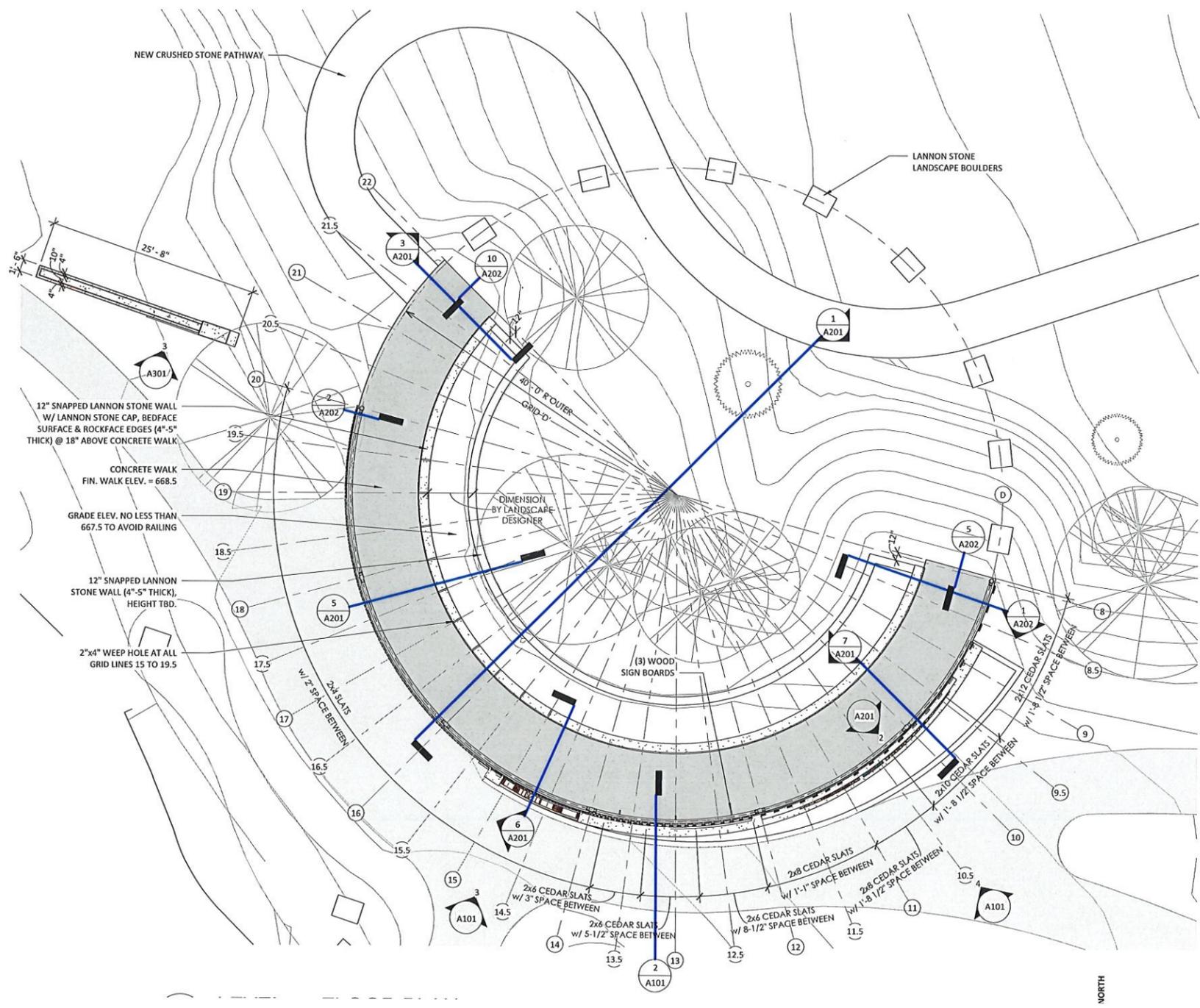
PROJECT:
 MEQUON - THIRNSVILLE COMMUNITY PROMENADE

PROJECT LOCATION:
 NORTH EAST MEQUON RD & CEDARBURG RD

PROJECT INFO:
 PROJECT NO: AS101
 DATE: 10/20/14
 SHEET TITLE: RID & PERMIT SET
 JOB NO: 14-000000-0000



UPDATED DESIGN
Aerial



FLOOR PLAN
 1/16" = 1'-0"





RENDERING #1
Looking West on Mequon Rd.



RENDERING #2
Looking North through the intersection



RENDERING #3
Inside ring looking East





RENDERING #4
On walk looking Southeast





RENDERING #5
Looking up the hill (west)



RENDERING #6
Looking up the hill (south)





RENDERING #7
Front of Promenade





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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: January 14, 2020
SUBJECT: RESOLUTION 3678 A Resolution Authorizing a First Amendment to the Development Agreement for the Town Center Mixed-Use Development for Foxtown Center, LLC, to Modify Certain Deadlines in the Agreement

Background

Resolution No. 3554 approved in September of 2018, authorized a Development Agreement for infrastructure improvements and a TID incentive for the Foxtown Ventures mixed-use project in Town Center. The agreement outlines construction timelines, occupancy timelines and values. An amendment to the Development Agreement is requested by Foxtown Ventures adjusting the contingency of timing associated with certain development obligations. Specifically, the development group requests the allowance of occupancy for 18 dwelling units in advance of the completion of the Weston Drive public road construction.

In addition, under this amendment, staff is also taking the opportunity to update the project timeline as represented in Exhibit I of the original Development Agreement.

Analysis

The mixed-use project includes 96 apartment units located on Weston Drive, immediately south of Spectrum Investment Advisors. The original agreement authorizes the occupancy of Phase I of the apartments (includes 48 units and community center) after occupancy has been granted for the brewery. Occupancy has been achieved for the brewery. Occupancy of Phase II of the apartments (includes the remaining 48 units) is granted after occupancy has been granted for the restaurant fronting on Mequon Road and located immediately east of the brewery, and once all of the improvements of Weston Drive have been completed, inspected and accepted by the City. Neither of these contingencies related to occupancy of Phase II have been achieved. As stated above, the development group requests 18 of the 48 units as part of Phase II be granted occupancy in advance of the completion of Weston Drive public road construction. There was an additional contingency associated with occupancy for any of the 96 apartments units, requiring the development group wait until March 1, 2020 to allow absorption of existing units already constructed throughout Town Center.

The development group started construction of the public infrastructure and road for Weston Drive in 2019 but did not complete the work prior to the 2019-20 winter season. Because it is questionable due to weather conditions that the road will be completed by March 1, and it is anticipated that all other agreement contingencies can be met, the owner of the apartment project wishes to market 18 units of Phase II for occupancy.

Staff supports the occupancy of an additional 18 units in advance of Weston Drive completion under the following conditions:

1. Weston Drive shall be completed, inspected and accepted by the City by no later than June 30.
2. There shall be no occupancies for Buildings D, E or F until Weston Drive is complete, inspected and accepted.
3. A Letter of Credit for the Weston Drive infrastructure at 150% of the cost of remaining work shall be submitted and accepted by the City prior to occupancy of any apartment units within Phase I or II.
4. A No Right Turn sign shall be posted at apartment driveway exiting onto Weston Drive until Weston Drive is open to public traffic.
5. Occupancy of 48 units (Phase I) and 18 of the 48 units allowed in Phase II for a total of 66 units for occupancy shall be authorized between March 1 - June 30, 2020 as follows: between March 1 - April 30 (48 units of Phase I) are allowed and between May 1 - May 31 (8 units of Phase II) and June 1 - 30 (10 units of Phase II).

These conditions support staff's initial objective for the timing of Weston Drive completion and provides some additional flexibility for leasing the apartments in Spring 2020.

Exhibit I, as illustrated below, highlights changes to the project development timeline and improvement value as of January 2020. Staff recommends amending the agreement to reflect the amended timeline as well as amended values. However, staff will administratively update the development agreement after 2020 assessed values are determined by the City.

EXHIBIT I

PROJECT DEVELOPMENT TIMETABLE AND NEW IMPROVEMENT VALUE FOR EACH PARCEL

	<u>Base Improvement Value</u>	<u>Projected Improvement Value</u>	<u>Start Year</u>	<u>Completion Year</u>	<u>Tax Revenue Year</u>	<u>Projected Annual Improvement Tax Revenue</u>
Parcel A	\$193,800	\$4,880,000	2018	2019	2020	\$74,370
Parcel B	\$0	\$2,930,000 \$4,000,000	2018	2019 2020	2020	\$46,499 \$60,920
Parcel C	\$110,500	\$19,000,000	2018	2020	2021	\$300,343
Parcel D	\$328,200	\$2,600,000	2019 2020	2020 2021	2021	\$39,227
Parcel E						
E-1	\$92,000	\$4,500,000	2019	2020	2021	\$69,955
E-2		\$4,500,000	2020	2021	2022	\$71,415

			<u>2019</u>	<u>2020</u>	<u>2021</u>	
E-3		\$1,700,000	2021	2022	2023	\$26,979
Parcel F	\$200,900	\$10,925,000	2019	2022	2023	\$170,191
Total	\$925,400	\$51,035,000 \$52,105,000				

Fiscal Impact

The amendment does not impact the expected redevelopment project value at full build-out. The development is ahead of schedule related to its anticipated value by January 2020.

Recommendation

The Finance & Personnel Committee recommendation is forthcoming on January 14, 2020.

Attachments:

Resolution 3554 09.11.2018 (PDF)

First Amendment to Development Agreement (DOC)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3678

A Resolution Authorizing a First Amendment to the Development Agreement for the Town Center Mixed-Use Development for Foxtown Center, LLC, to Modify Certain Deadlines in the Agreement

A. The Common Council granted approval of Resolution 3554 for the Foxtown Center Development Agreement to allow for infrastructure improvements and a Town Center TIF Incentive on September 11, 2018.

B. A First Amendment to the Development Agreement provides for an adjustment to the Phase II occupancy of 18 apartment units between May 1 and June 30, 2020, subject to the completion of Weston Drive improvements by June 30, 2020 and submittal of a Letter of Credit.

C. A First Amendment to the Development Agreement also provides an update to Exhibit I - Project Development Timetable and New Improvement Value For Each Parcel.

D. The Finance & Personnel Committee recommended approval of the First Amendment to the Development Agreement, which is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Mequon that:

1. The City agrees to the terms of the First Amendment to the Development Agreement, in substantial conformity with the form appended to this Resolution.

2. The Mayor and City Clerk are authorized and directed to execute the First Amendment to the Development Agreement in substantial conformity with the form appended to this Resolution, subject to any clerical or technical changes identified by the City Attorney.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3554

A Resolution Authorizing a Development Agreement for the Town Center Master Planned Mixed-Use Development for Foxtown Center, LLC, to Allow for Infrastructure Improvements and a Town Center TIF Incentive of \$4.95M for a \$51M Development

A. It is the desire of the City to foster and promote economic development in the City, including in the Town Center neighborhood so as to encourage vibrant mixed-use development, expand the tax base, create new jobs and businesses, remove non-conforming and blighted conditions and further the Town Center public objectives and benefits; and

B. The Common Council finds the development of the Project in accordance with regulatory standards so as to grant approval of the master concept plan and Planned Unit Development Overlay rezoning in conformance with Town Center Plans and Town Center Zoning on January 9, 2018; and

C. The Planning Commission, Common Council and Joint Review Board held the necessary public hearings and granted approval of the Town Center Tax Increment District No. 3 Project Plan Amendment with final action by the Joint Review Board on August 23, 2018; and

D. The Finance & Personnel Committee granted development agreement approval for the property on September, 2018; and

E. The City's financial consultant, Ehlers & Associates, has reviewed the project and its financial performance and opined that neither the project nor incentive will negatively impact the financial health of TIDNo.3;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Mayor and Common Council of the City of Mequon that:

1. The City agrees to the terms of the Development Agreement Amendment, in substantial conformity with the form appended to this Resolution, governing the relationship between the parties, affording certain Tax Incremental Financing incentives for the benefit of the Project identified and described therein, and prescribing the terms and conditions for the same and the administration of the Development Agreement for the benefit of Mequon Tax Incremental Financing District No. 3 and the public.

2. Mayor and City Clerk are authorized and directed to execute the Amendment to Development Agreement substantially in the form as attached subject to any clerical or technical changes identified by the City Attorney.

3. The City Finance Department and/or Administration Department are hereby authorized

and directed to allocate the costs of this agreement to TID No. 3 as project costs of the same as allowed by law.

Approved by: Dan Abendroth, Mayor

Date Approved: September 11, 2018

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on September 11, 2018.

Caroline Fochs, City Clerk

DOCUMENT NO.

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

RETURN TO:
Kim Tollefson
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

See Exhibit A
(Parcel Identification Numbers)

This First Amendment to Development Agreement (the “Amendment”), is dated as of January __, 2020, and is entered into by and between the **City of Mequon**, a Wisconsin municipal corporation (“City”) and **Foxtown Center, LLC** (the “Developer”).

WHEREAS the City and Developer entered into a Development Agreement (the “Agreement”) dated as of September 11, 2018, regarding a development named Foxtown, which Agreement contained certain deadline dates; and

WHEREAS, the Developer wishes to amend certain deadlines in the Agreement, and the City is satisfied that sufficient progress has been made on the Development to amend those deadlines, and therefore agree to these amendments; and

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the Developer and the City hereby agree as follows:

1. Dates. The following dates in the Agreement are hereby amended:
 - a. In Paragraph 5.1(f) of the Agreement, Phase II (48 units) of the apartment buildings on Parcel C may be occupied prior to an occupancy permit being granted for Parcel B, including the center community space in Phase I of the apartments on Parcel C.
 - b. In Paragraph 5.1(f) of the Agreement, the first 18 units of the Phase II (48 units) of the apartment buildings on Parcel C may be occupied prior to the completion, inspection and acceptance of all of the Industrial Road (now Weston Drive) improvements required in the Agreement, but all the Industrial Road (now Weston Drive) improvements required in the Agreement must be completed, inspected and accepted by the City no later than June 30, 2020, and no occupancy permits shall be issued on the remaining 30 units of the Phase II 48 units of the apartment buildings on Parcel C, until all of the Industrial Road (now Weston Drive) improvements have been so completed, inspected and accepted by the City. In

Attachment: First Amendment to Development Agreement (RESOLUTION 3678 : DA Amendment No 1 Foxtown TID Incentive)

consideration of this change, Developer agrees to the following additional conditions:

- i. No occupancy permits shall be issued for any part of the buildings on Parcels E or F until all improvements of Industrial Road (now Weston Drive) required in the Agreement have been completed, inspected and accepted by the City; until this occurs, Developer shall have a “no right turn” sign posted at the driveway exiting onto Weston Drive.
 - ii. In order to control the amount of traffic on Weston Drive before it is completed, occupancy permits for the 48 units in Phase I on Parcel C, and the first 18 units of Phase II on Parcel C, shall not be issued earlier than on the following schedule: March 1-April 30, 48 units, May 1-May 31, 8 units, and June 1 - June 30, 10 units.
 - iii. Before the issuance of any occupancy permits in Phase II on Parcel C, Developer shall provide a Letter of Credit to the City, in the amount of 150% of the cost of completing all Industrial Road (now Weston Drive) improvements, and on other terms reasonably satisfactory to the City, to be released only after all Industrial Road (now Weston Drive) improvements have been completed, inspected and accepted by the City.
- c. In Paragraph 5.1(g) of the Agreement, the City Owned Public Improvements need not be completed prior to the issuance of an occupancy permit for Parcel C, but the City Owned Public Improvements shall be completed, dedicated to the City, and inspected and accepted by the City prior to June 30, 2020, with the following exception:
- i. The portion of sidewalk and landscaping associated with the City Owned Public Improvements located on the east side of Weston Drive, between the curb and foundation of structure and from the most northerly access point on Parcel E to the most southerly access point on Parcel, shall be completed, inspected and accepted by the City prior to October 1, 2020.
2. Exhibit I Changes. In Exhibit I, in the column marked “Start Year” and “Completion Year” the following years are changed:
- a. Completion Year of Parcel B is changed from 2019 to 2020.
 - b. Start Year of Parcel D is changed from 2019 to 2020.
 - c. Completion Year of Parcel D is changed from 2020 to 2021.
 - d. Start Year of Parcel E-2 is changed from 2020 to 2019.
 - e. Completion Year of Parcel E-2 is changed from 2021 to 2020.

None of the other dates in Exhibit I are changed, except that the Tax Revenue Year in Exhibit I for Parcel E-2 will necessarily change from 2022 to 2021 as a result of the change in subsection e above.

The Note under the chart on Exhibit E is deleted and replaced with the following: “Note ‘Completion’ for purposes of Parcels B and E, shall be completion of the building to “grey box” status, ready for tenant improvements.

Any deadlines in Exhibit M for these same items shall be also updated to match amended Exhibit I.

3. Definitions. All capitalized terms not otherwise defined herein shall have the same definitions as in the Agreement. Unless modified in this Amendment, all terms of the Agreement shall remain unchanged.

4. Property Encumbered. Developer hereby confirms that the Agreement affects and encumbers the Property, as defined in the Agreement, and as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference. If the signatures of any lender or any owner of any part of the Property are needed to make this Amendment effective, they are attached to this Amendment.

Dated as of the __ day of January, 2020.

[signatures and acknowledgements on following pages]

Attachment: First Amendment to Development Agreement (RESOLUTION 3678 : DA Amendment No 1 Foxtown TID Incentive)

Developer:
Foxtown Center, LLC

By: _____
Martin W. Meyer, its Manager

Dated: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

SS.

COUNTY OF _____

Personally came before me this ___ day of _____, 2020, the above named Martin W. Meyer, to me known to be the Manager of Foxtown Center, LLC, named above, and acknowledge the same.

* _____
Notary Public State of Wisconsin
My Commission:- _____

This document drafted by:
Nancy Leary Haggerty, Esq.
Of Michael Best & Friedrich, LLP
For the City of Mequon

Attachment: First Amendment to Development Agreement (RESOLUTION 3678 : DA Amendment No 1 Foxtown TID Incentive)

City:

City of Mequon

By: _____
John Wirth, Mayor

Signed: _____

Attest:

By: _____
Caroline Fochs, City Clerk

Signed: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

SS.

COUNTY OF OZAUKEE

Personally came before me this __ day of _____, 2020, the above named John Wirth and Caroline Fochs, to me known to be the Mayor and City Clerk, respectively, of the City of Mequon, Wisconsin, named above, and acknowledge the same.

*
Notary Public State of Wisconsin
My Commission:- _____

Attachment: First Amendment to Development Agreement (RESOLUTION 3678 : DA Amendment No 1 Foxtown TID Incentive)

EXHIBIT A
LEGAL DESCRIPTIONS

The Property Encumbered by the Agreement and this Amendment are the following:

Parcel A:

Lot 1 of Certified Survey Map No. 4037, recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin ("ROD") as Document No. 1071021, being a redivision of Lot 1, CSM 3807, itself being a part of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Key No.: 14-027-02-025.00

Parcel B:

Lot 2 of Certified Survey Map No. 4037, recorded in the Office of the Register of Deeds of Ozaukee County, Wisconsin ("ROD") as Document No. 1071021, being a redivision of Lot 1, CSM 3807, itself being a part of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Key No.: 14-027-02-024.00

Parcel C:

That part of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-seven (27), Township Nine (9) North of Range Twenty-one (21) East, City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner stone located at the Northeast corner of the Northeast 1/4 of said Section 27; thence due West, 982.33 feet along the North line of the Northeast 1/4; thence due South, 316.62 feet along the West line of Industrial Drive to the place of beginning of the land to be described; thence continuing due South, 600.00 feet along the West line of said road; thence due West, 254.89 feet; thence due North, 355.58 feet; thence due West, 87.16 feet; thence due North, 244.42 feet; thence due East, 342.05 feet to the place of beginning.

Tax Key No.: 14-027-01-013.00

Parcel D:

Lot 2 of Certified Survey Map No. 4054, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on April 24, 2019, as Document No. 1076129, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Tax Key No.: 14-027-01-030.00

Parcel E:

Lot 1 of Certified Survey Map No. 4054, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on April 24, 2019, as Document No. 1076129, being a part of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Tax Key No.: 14-027-01-029.00

Outlot 1 and Outlot 2 of Certified Survey Map No. 4049, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on March 4, 2019, as Document No. 1074319, being part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Key Nos: 14-027-01-028.01 and 14-027-01-028.02

Parcel F:

Lot 2 of Certified Survey Map No. 4049, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on March 4, 2019, as Document No. 1074319, being part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 9 North, Range 21 East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Tax Parcel No's: 14-027-01-027.00



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

www.ci.mequon.wi.us

Office of Finance-Personnel Committee

TO: Common Council
FROM: Kaitlyn Krueger, Finance Director
DATE: January 5, 2020
SUBJECT: RESOLUTION 3679 A Resolution Awarding the Sale of \$6,210,000**
General Obligation Refunding Bonds Series 2020A; Providing the Form of
the Bonds; And Levying a Tax in Connection Therewith

Background

As part of its regular meeting on December 10, 2019, the Common Council approved an initial resolution authorizing the issuance of \$6.21M in General Obligation Bonds in order to refinance the 2009B Community Development Build America Bonds and 2011A General Obligation Refunding Bonds issued previously by the City.

On December 18, staff and representatives from Ehlers & Associates met with rating analysts from Standard & Poors Global Rating (S&P) via teleconference. As of this writing, S&P has not yet assigned a rating the the City's debt in connection with this proposed issuance.

Standard practice is for the governing body to approve the sale of municipal debt on the day of the bidding. The attached resolution is a draft of a final resolution that will be delivered to members of the Common Council on the evening of January 14, at which time interest rates and all other amounts will be finalized and documented. Bond counsel has drafted the attached resolution for the Common Council's consideration and approval. The attached exhibits B and F are intended to support the resolution.

A representative from Ehlers will deliver the final resolution and present results from the sale that will have occurred earlier in the day.

Analysis & Fiscal Impact

The Bonds are being issued for an 8-year term. Principal on the Bonds will be due on August 1 in the years 2021 through 2028. Semi-annual interest will be payable beginning August 1, 2020. The Bonds were structured to retain the same end maturity as the refunded issues. The City's financial advisor has structured this issue so that the pro forma debt service obligation for the City's total debt service will see an average estimated savings of \$56,860 each year.

Bonds maturing on or after August 1, 2026 will be subject to prepayment at the discretion of the City on August 1, 2025, or any date thereafter.

Recommendation

Staff recommends approval of this Resolution, which is consistent with the initial resolution approved on December 10, 2019.

**Preliminary, subject to change

Attachments:

2020A Exhibit B (PDF)

2020A Exhibit F (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3679

A Resolution Awarding the Sale of \$6,210,000** General Obligation Refunding Bonds Series 2020A; Providing the Form of the Bonds; And Levying a Tax in Connection Therewith

A. On December 10, 2019, the Common Council of the City of Mequon, Ozaukee County, Wisconsin (the “City”) adopted a resolution entitled: “Resolution Authorizing the Borrowing of Not to Exceed \$6,210,000; and Providing for the Issuance and Sale of General Obligation Refunding Bonds Therefor” (the “Authorizing Resolution”) which authorized the issuance and sale of general obligation refunding bonds for the purpose of paying the costs of refunding certain outstanding obligations of the City, to wit: the callable portions of the \$6,950,000 Taxable General Obligation Community Development Bonds, Series 2009B (Build America Bonds - Direct Payment) dated August 5, 2009 (the “2009 Bonds”) and the \$3,160,000 General Obligation Refunding Bonds, Series 2011A dated February 3, 2011 (the “2011 Bonds” and together with the 2009 Bonds hereinafter collectively referred to as the “Prior Issues”) (hereinafter the refinancing of the Prior Issues shall be referred to as the “Refunding”).

B. Pursuant to the Authorizing Resolution, the City Administrator (in consultation with the City’s financial advisor) caused an Official Notice of Sale to be distributed, offering the aforesaid general obligation refunding bonds for public sale on January 14, 2020.

C. Sealed bid proposals were received as summarized on Exhibit C attached hereto.

D. It has been determined that the bid proposal (the “Proposal”) submitted by _____, _____, _____, fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. A copy of said bid is attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

1. Award of the Bonds. The bid proposal of _____, _____, _____ (the “Purchaser”) is hereby accepted, said proposal offering to purchase the _____ DOLLARS (\$_____) General Obligation Refunding Bonds, Series 2020A (the “Bonds”) for the sum of _____ DOLLARS (\$_____), plus accrued interest to the date of delivery resulting in a net interest cost of _____ DOLLARS (\$_____) and a true interest rate of ____%.

2. Terms of the Bonds. The Bonds shall be designated “General Obligation Refunding Bonds, Series 2020A”; shall be dated February 6, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall bear interest at the rates per annum and mature on August 1 of each year, in the years and principal amounts as set forth in the Pricing Summary attached hereto as Exhibit D and incorporated herein by this reference. Interest is payable semi-annually on February 1 and August 1 of each year commencing August 1, 2020. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit E and incorporated herein by this reference (the “Schedule”).

3. Designation of Purchaser as Agent. The City hereby designates the Purchaser as its agent for purposes of distributing the Final Official Statement relating to the Bonds to any participating underwriter in compliance with Rule 15c2-12 of the Securities and Exchange Commission.

4. Redemption Provisions. At the option of the City, the Bonds maturing on August 1, 2026 and thereafter shall be subject to redemption prior to maturity on August 1, 2025 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on Exhibit H attached hereto and incorporated herein by this reference.]

5. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged and a direct annual irrepealable tax is hereby levied upon all taxable property of the City. Said direct annual irrepealable tax shall be levied in the years 2020 through 2027 for payments due in 2021 through 2028 in the amounts as set forth on the Schedule.

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City levied in said years are collected. So long as any part of the principal of or interest on the Bonds remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein, including any capitalized interest funded with proceeds of the Bonds.

The City will use excess debt service funds on hand in the amount of \$_____ to pay interest on the Bonds coming due on August 1, 2020. Said sum shall be irrevocably deposited upon receipt into the segregated Debt Service Fund Account for the Bonds created below and used to make the interest payment due on the Bonds on August 1, 2020.

7. Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account designated "Debt Service Fund Account for \$6,210,000 City of Mequon General Obligation Refunding Bonds, Series 2020A, dated February 6, 2020." There shall be deposited in said fund account any premium plus accrued interest paid on the Bonds at the time of delivery to the Purchaser, all money raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Bonds and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished.

8. Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for

the payment for the principal of and the interest on the Bonds.

9. Arbitrage Covenant. The City shall not take any action with respect to the Bond Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Bonds (the “Closing”), would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and any income tax regulations promulgated thereunder (the “Regulations”).

The Bond Proceeds may be temporarily invested in legal investments until needed, provided however, that the City hereby covenants and agrees that so long as the Bonds remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Bonds, whether such moneys were derived from the Bond Proceeds or from any other source, will not be used or invested in a manner which would cause the Bonds to be “arbitrage bonds” within the meaning of the Code or Regulations.

The City Clerk, or other officer of the City charged with responsibility for issuing the Bonds, shall provide an appropriate certificate of the City, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the City regarding the amount and use of the Bond Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The City hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Bonds) to assure that the Bonds are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout their term. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the City as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the City to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Bonds will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The City anticipates that the Bond Proceeds allocable to refunding the Prior Issues will qualify for the six month expenditure exemption from the rebate requirements of the Code.

The City hereby designates the Bonds to be “qualified tax-exempt obligations” pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the City Clerk or other officer of the City charged with the responsibility for issuing the Bonds, shall provide an appropriate certificate of the City, all as of the Closing.

11. Persons Treated as Owners; Transfer of Bonds. The fiscal agent appointed in Section 15 hereof shall keep books for the registration and for the transfer of the Bonds. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the fiscal agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Clerk shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the fiscal agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The fiscal agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The 15th day of each calendar month next preceding each interest payment date shall be the record date for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City maintained by the fiscal agent at the close of business on the corresponding record date.

12. Utilization of The Depository Trust Company Book-Entry-Only-System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York (“DTC”), the City has heretofore agreed to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representation and an official of the City has executed such Letter of Representation and delivered it to the DTC on behalf of the City.

13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as “final” as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The appropriate City official shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

14. Execution of the Bonds. The Bonds shall be issued in typewritten form, one Bond for each maturity, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, if any, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the delivery of the Bonds, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

15. Payment of the Bonds. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City’s registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the “Fiscal Agent”). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

16. Redemption of the Prior Issues. The City hereby calls the 2009 Bonds maturing on or after August 1, 2020 for redemption on February 15, 2020 and the 2011 Bonds maturing on and after April 1, 2020 for redemption on February 15, 2020 or such other dates as determined by the City Administrator in consultation with the City's financial advisor. The City hereby directs the City Clerk to cause notices of redemption for the refunded portion of the Prior Issues to be given in the forms and as provided in Exhibits G-1 and G-2 attached hereto.

17. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate, which the City will execute and deliver on the Closing Date. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

**Preliminary, subject to change.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

EXHIBIT B

(Form of Bond)

REGISTERED
 NO. R-__

UNITED STATES OF AMERICA
 STATE OF WISCONSIN
 OZAUKEE COUNTY
 CITY OF MEQUON
 GENERAL OBLIGATION
 REFUNDING BOND, SERIES 2020A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

AUGUST 1, 20__ FEBRUARY 6, 2020 .__% 587316__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS
(\$_____)

KNOW ALL MEN BY THESE PRESENTS, that the City of Mequon, Ozaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable in lawful money of the United States by Bond Trust Services Corporation, Roseville, Minnesota, the fiscal agent appointed by the City pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar"). The principal of this Bond shall be payable only upon presentation and surrender of the Bond at the office of the Bond Registrar. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date").

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$6,210,000 issued by the City pursuant to the provisions of Chapter 67, Wisconsin Statutes, for the purpose of paying the costs of refunding certain outstanding obligations of the City, to wit: the callable portions of the \$6,950,000 Taxable General Obligation Community Development Bonds, Series 2009B (Build America Bonds – Direct Payment) dated August 5, 2009 and the \$3,160,000 General Obligation Refunding Bonds, Series 2011A dated February 3, 2011, all as authorized by

Attachment: 2020A Exhibit B (RESOLUTION 3679 : Resolution Awarding the Sale of \$6,210,000** General Obligation Refunding Bonds Series

resolutions of the Common Council duly adopted by said governing body at regular meetings held on December 10, 2019 and January 14, 2020 (the “Award Resolution”). Said resolutions are recorded in the official minutes of the Common Council for said dates.

At the option of the City, the Bonds maturing on August 1, 2026 and thereafter are subject to redemption prior to maturity on August 1, 2025 or on any date thereafter. Said Bonds are redeemable as a whole or in part, from maturities selected by the City and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Bonds shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable. It is hereby further certified that the City has designated this Bond to be a “qualified tax-exempt obligation” pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Bond Registrar. In the event that the Depository does not continue to act as depository for the Bonds, and the Common Council appoints another depository, new fully registered Bonds in the same aggregate principal amount shall be issued to the new depository upon surrender of the Bonds to the Bond Registrar, in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Bond Registrar shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The City and the Bond Registrar may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

IN WITNESS WHEREOF, the City of Mequon, Ozaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, all as of the 6th day of February, 2020.

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

By: _____

John Wirth
Mayor

(SEAL)

By: _____

Caroline Fochs
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm)

(Depository or its Nominee Name)

(Authorized Officer)

NOTICE: The above-named or Depository or its Nominee Name must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT F
FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into the ___ day of February, 2020, by and between the City of Mequon, Ozaukee County, Wisconsin (the “City”), and Bond Trust Services Corporation, Roseville, Minnesota (the “Agent”).

WITNESSETH:

WHEREAS, the City has authorized the borrowing of the sum of SIX MILLION TWO HUNDRED TEN THOUSAND DOLLARS (\$6,210,000) pursuant to Section 67.04, Wisconsin Statutes, and a resolution adopted by the Common Council on January 14, 2020 and has authorized the issuance and sale of \$6,210,000 principal amount of general obligation refunding bonds to evidence such indebtedness (the “Obligations”). The Obligations shall be designated “General Obligation Refunding Bonds, Series 2020A”; shall be dated February 6, 2020; shall bear interest and shall mature on August 1 of each year, in the years and principal amounts as set forth on Exhibit A attached hereto and incorporated herein by this reference. Interest shall be payable on August 1 and February 1 of each year commencing on August 1, 2020 until the principal of the Obligations is paid in full or discharged;

WHEREAS, the City is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the Common Council of the City has authorized the appointment of the Agent as Fiscal Agent of the City for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the City and the Agent do hereby agree as follows:

I. APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the City with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the City.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the City agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the City a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the City. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

V. REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the City a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

VIII. REDEMPTION NOTICE

In the event the City exercises its option, if any, to redeem any of the Obligations, the City shall direct the Fiscal Agent to give notice of such redemption by registered or certified mail at least thirty days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such direction shall be given at least thirty-five days prior to such redemption date.

In addition, in accordance with the recommendations of the Securities and Exchange Commission, the Fiscal Agent shall give notice of any call for redemption to all registered securities depositories and to a national information service that disseminates notices of redemption of such Obligations, but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

IX. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the obligations. The Fiscal Agent agrees to comply with the provisions of the attached Blanket City Letter of Representation which has been executed and delivered to The Depository Trust Company by the City.

X. TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of \$5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

XI. STATEMENTS

The Fiscal Agent shall furnish the City with an accounting of payments received and made and funds on hand annually upon reasonable request.

XII. FEES

The City agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the City exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the City by the Fiscal Agent. In the event the City exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the City or to such board, officer or

body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

(b) Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the City and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of City, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the City.

(c) Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the City's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the City after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on City's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution. This Agreement shall be executed on behalf of the City and the Agent by their duly authorized officers. This Agreement may be executed in several counter-parts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

CITY OF MEQUON
OZAUKEE COUNTY, WISCONSIN

By: _____
John Wirth,
Mayor

And: _____
Caroline Fochs,
City Clerk

(SEAL)

Attachment: 2020A Exhibit F (RESOLUTION 3679 : Resolution Awarding the Sale of \$6,210,000** General Obligation Refunding Bonds Series

SIGNATURE PAGE TO THE FISCAL AGENCY AGREEMENT

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

By: _____

_____ (Title)

And: _____

_____ (Title)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: January 15, 2020
SUBJECT: RESOLUTION 3674 A Resolution Reaffirming Resolution 3634, and Authorizing Staff to Issue Permits to Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project at 9104 W. Mequon Road

Background

In September 2019, the Public Works Committee recommended and the Common Council approved Resolution 3634 (attached), authorizing staff to issue permits to Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project at 9104 West Mequon Road. As approved, the amended resolution authorized staff to issue municipal permits associated with the wetland restoration portion of the project, while preserving all terms and requirements of the stream restoration portion of the project approved by the City in August 2019. In connection with the Common Council's September approval, the City required that an Intergovernmental Cooperation Agreement (ICA) between MMSD and Ozaukee County be formulated to address, in a form and content acceptable to the City of Mequon, the control and abatement of invasive species. Further, the IGA was to also identify the party responsible for ensuring that project performance and water quality monitoring is addressed in perpetuity and define the recourse if the project results in a compromised drainageway.

Analysis

During discussion at the Common Council meeting in September, it was determined that the only way to meet the threshold that the ICA is acceptable "in form and content" was for the ICA to return to the Council. Ozaukee County and MMSD have since executed an intergovernmental agreement governing the terms of the proposed ecosystem restoration project, a copy of which is attached.

Per the City Attorney, the ICA has been completed and provides for long-term maintenance, therefore the resolution may be affirmed.

Fiscal Impact

There is no direct fiscal impact to the City for the project. Planning and design of the project has been completed with support from several private, state, and federal grants.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution reaffirming Resolution 3634, and authorizing staff to issue permits to Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project at 9104 West Mequon Road.

Attachments:

Final Signed Ozaukee County_MMSD ICA_11.6.19 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3674

A Resolution Reaffirming Resolution 3634, and Authorizing Staff to Issue Permits to Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project at 9104 W. Mequon Road

A. Resolution 3634 authorized staff authorized to issue an Erosion Control Permit and a Permit for Filling, Excavating and Berms associated with the stream restoration portion of the project, conditioned upon Ozaukee County meeting all of the required standards for construction and incorporating the outlined conditions in the Intergovernmental Cooperation Agreement.

B. As a condition of the issuance of municipal permits related to the stream restoration portion of the project, the City required that an Intergovernmental Cooperation Agreement between MMSD and Ozaukee County address, in a form and content acceptable to the City of Mequon, the control and abatement of invasive species, define the responsible party to ensure that the project performance and water quality monitoring is addressed in perpetuity and define the recourse if the project results in a compromised drainageway.

C. Ozaukee County furnished an executed copy of the Intergovernmental Cooperation Agreement between MMSD and Ozaukee County.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

City Staff is authorized to issue an Erosion Control Permit and a Permit for Filling, Excavating and Berms associated with the stream restoration portion of the project.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

**Intergovernmental Cooperation Agreement
between the
Milwaukee Metropolitan Sewerage District
and
Ozaukee County**

For the Little Menomonee River Corridor Ecosystem Restoration Project

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and Ozaukee County (County), acting through its County Board Chairperson.

2. Purpose

The purpose of this Agreement is to codify responsibilities for the Little Menomonee Corridor Ecosystem Restoration Project.

3. Basis for this Agreement

(A) Portions of the Little Menomonee River and Little Menomonee Creek (LMR) are located in the City of Mequon in Ozaukee County.

(B) Approximately 3.77 miles of mainstem channel on the Little Menomonee River and Little Menomonee Creek between County Line Road and Freistadt Road was constructed through dredging and artificial straightening of historic wetlands and stream corridors, resulting in an incised channel hydrologically disconnected from adjacent riparian floodplain and wetland areas, which provide high quality habitat for spawning northern pike and other aquatic and terrestrial species.

(C) The County Planning and Parks Department and its partners have developed and are refining a GIS-based fish and wildlife habitat decision support tool and an ecological prioritization GIS tool (Tool) to prioritize habitat improvement and restoration activities for maximum benefit. Tool outputs, coordination with the WDNR Area of Concern program, discussions with the Mequon Preservation Partners and discussions with local fish and wildlife experts identified that projects on degraded portions of the Little Menomonee River and Little Menomonee Creek in the City of Mequon would provide significant benefits for multiple aquatic and terrestrial species as well as water quality improvements.

(D) The District owns several publicly-accessible parcels along the LMR under the Greenseams® Program. Among these parcels, the property located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) and shown in Exhibit B, was identified by the Tool as a high priority for restoration and is proposed as the County's first site for large scale, holistic restoration along the corridor. In addition, parcels 140291200500 and 140290900200 were also identified as high priorities for restoration and will be the County's subsequent restoration sites. Finally, parcels 140301201400, 140321100200, 140321100300, 140210700600 were identified by the Tool for additional investigation. The parties anticipate executing an ICA

to perform restoration activities in the future – after plans and specs have been approved by District - on Parcels 140291200500, 140290900200, 140301201400, 140321100200, 140321100300, and 140210700600.

(E) The County Planning and Parks Department will work with the District and multiple partners including the U.S. Fish and Wildlife Service, Wisconsin Wetlands Association, and the Southeastern Wisconsin Regional Planning Commission, and the Wisconsin Department of Natural Resources on project planning, engineering and design, and outreach activities in conjunction with the Ozaukee County Highway Department on construction and restoration activities to significantly reduce overall project costs.

(F) The primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, in-stream grade controls, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation control, native vegetation planting and restoration, and water quality monitoring.

(G) The project will be designed to integrate with the objectives of the MMSD Greenseams® Program, in that it will provide additional flood storage capacity in the upper Milwaukee River Basin. The project integrates stormwater quality management, flood management, ecological habitat connectivity, and targeted avian, mammalian, herptile, and fish habitat enhancement.

(H) The County has secured federal, state, and local non-profit organization funding to fund project activities.

4. Effective Dates

This Agreement becomes effective upon signing by both parties and terminates on December 31, 2025 unless extended in writing by both parties.

5. County Responsibilities

The County will, for all District-owned parcels reference above (unless otherwise noted):

(A) develop engineering and design plans in conjunction with the District and other partners;

(B) conduct education and outreach activities in conjunction with engineering and design plan development;

(C) secure applicable federal, state, and local permits and regulatory approvals with District authorization;

(D) assist in securing and managing federal, state, and local non-profit organization grants and comply with all grant related requirements for construction, restoration, and environmental monitoring activities;

(E) complete construction management activities, including private contractor selection through a public bidding process and or local force account (Ozaukee County Highway Department) coordination as it relates to the property located at 9104 Mequon Road, in accordance with 99% complete design plans dated June 20, 2019 (Attachment A), the Design Report dated June 20, 2019 (Attachment B), and the District and WDNR-approved hydraulic HECRAS model (Attachment C);

(F) notify the District in advance of construction and restoration work, a minimum of 48 hours prior to beginning construction, as it relates to the property located at 9104 Mequon Road;

(G) comply with all applicable federal, state, and local permit conditions, as it relates to the property located at 9104 Mequon Road;

(H) coordinate with the District on construction observation, as it relates to the property located at 9104 Mequon Road;

(I) conduct applicable grant-related environmental monitoring activities prior to and following construction and restoration activities;

(J) collect and store environmental monitoring data and share data with the District, as requested;

(K) maintain County-sponsored site improvements during site establishment, including but not limited to soil stabilization, establishing prairie and wetland plantings, native woody species, and invasive species control for a period of a minimum of 3 years after the vegetation is established and for a period of a minimum of 5 years after significant completion of construction activities;

(L) to the extent required by any applicable law or ordinance: address the control and abatement of invasive species, ensure that the project performance and water quality monitoring is addressed and ensure that the project does not compromise the river in perpetuity;

(M) accept a quitclaim deed of the Subject Property from the District and grant the District a conservation easement over the parcels.

6. District Responsibilities

District will:

(A) review and approve engineering and design plans;

(B) allow the County and its contractors to access the sites to complete inventory and data collection to complete engineering and design plans and environmental monitoring;

(C) allow the County and its contractors to access the 9104 Mequon Road site to construct the engineering and design plans;

(D) support County efforts to secure federal, state, and local non-profit organization grant funding to implement project activities.

(E) quitclaim the subject property to the County and accept a conservation easement from the County over the Subject Property.

7. Modifying and Amending Agreement

Any modification or amendment to this Agreement must be in writing and signed by both Parties.

8. Severability

If a court finds any part of this Agreement unenforceable, the remainder of this Agreement continues in effect provided that the essential purpose for this Agreement can still be accomplished.

9. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

10. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee or Ozaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit Court for either Milwaukee or Ozaukee County.

11. Notices

A. The District will provide written notices to:

Andrew T. Struck, Director
 Planning and Parks Department
 Ozaukee County
 121 West Main Street
 Port Washington, Wisconsin 53074
 astruck@co.ozaukee.wi.us
 262-238-8275

B. Ozaukee County will provide written notices to:

Stephen McCarthy, Landscape Architect
 Milwaukee Metropolitan Sewerage District
 260 West Seeboth Street
 Milwaukee, Wisconsin 53204-1446
 smccarthy@mmsd.com
 414-225-2100

12. Termination

This agreement will terminate at the end of the agreement period, unless an extension of the agreement is executed by both parties. To terminate this Agreement prior to the end of the agreement period, a Party shall provide 30 days prior written notice to the other Party. The notice shall indicate the effective date of termination and the reasons for termination.

13. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

14. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

15. Indemnification

The District and Ozaukee County will be liable for their own negligent acts, errors, and omissions.

16. Third Parties

This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party.

Signatures on Next Page

MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT

Approved as to Form

By: 
Kevin L. Shafer, P.E.
Executive Director


Attorney for the District

Date: 10/30/19

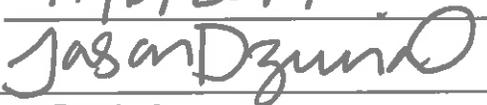
OZAUKEE COUNTY

Approved as to Form

By: 
Lee Schlenvogt
County Board Chairperson


Rhonda Gordon
Ozaukee County Corporation Counsel

Date: 11/6/2019

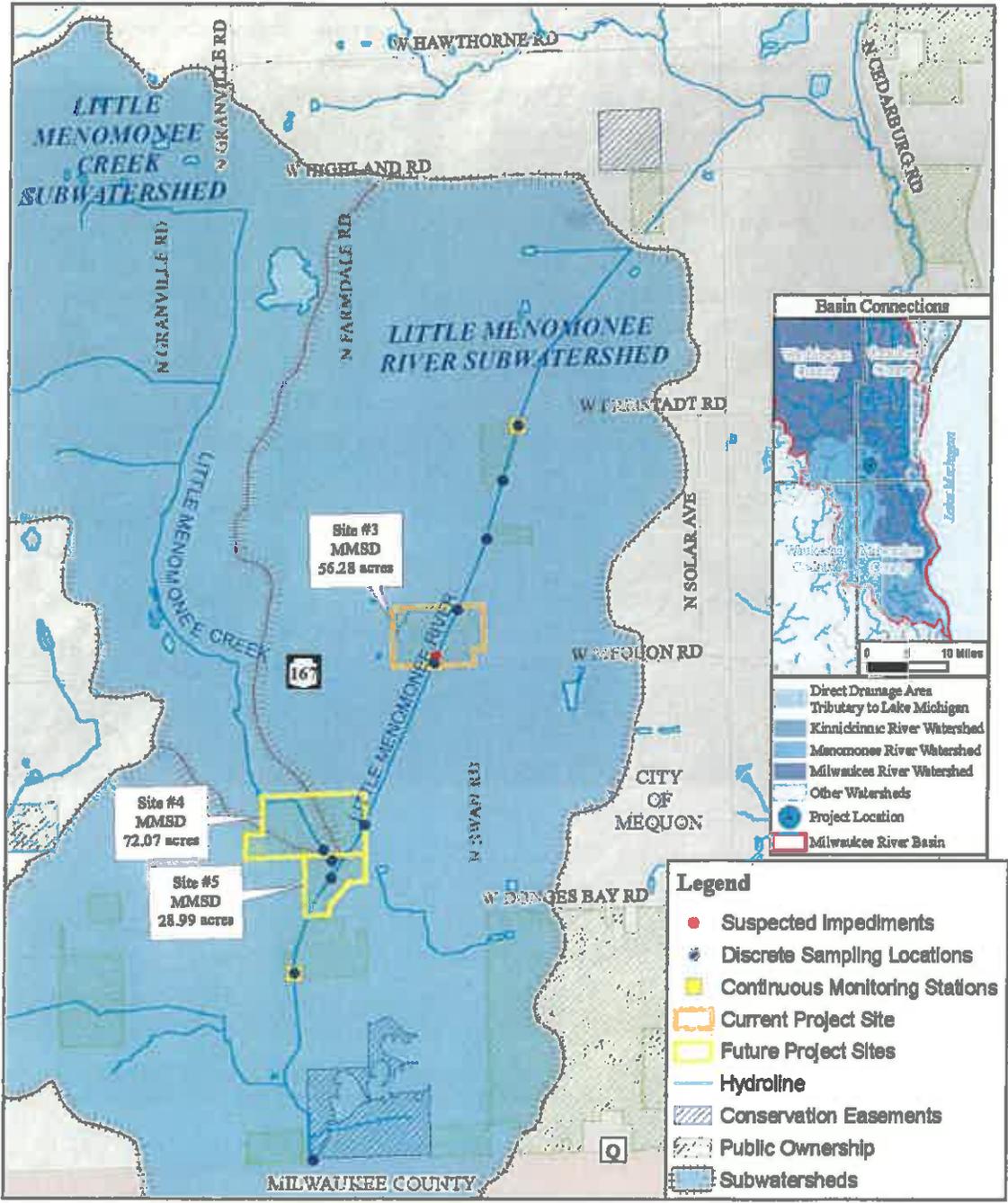
By: 
Jason Dzwinel
County Administrator

Date: 11/6/2019

Attachment: Final Signed Ozaukee County_MMSD ICA_11.6.19 (RESOLUTION 3674 : Ozaukee County Little Menomonee IGA)

Exhibit A

Little Menomonee Corridor Ecosystem Restoration:
Stream and Wetland Habitat Construction



Map Produced By: Ozaukee County
Planning and Parks Department
09/24/18

Attachment: Final Signed Ozaukee County_MMSD ICA_11.6.19 (RESOLUTION 3674 : Ozaukee County Little Menomonee IGA)

EXHIBIT B- Map of the Subject Property



Attachment: Final Signed Ozaukee County_MMSD ICA_11.6.19 (RESOLUTION 3674 : Ozaukee County Little Menomonee IGA)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: January 6, 2020
SUBJECT: RESOLUTION 3680 A Resolution Awarding a Contract for 2020 Cleaning Services at City Hall and the Public Works Combined Facility to Vanguard Cleaning Systems, Greenfield, Wisconsin for an Estimated Monthly Cost of \$3,672

Background

Since February of 2019 a cleaning service (Vanguard Cleaning Systems) has been utilized at the Department of Public Works (DPW) combined facility on a temporary basis to fill a gap in the buildings division workforce.

For 2020 and moving forward, staff issued a Request for Proposals (RFP) seeking cost and qualifications proposals for evening cleaning services for both City Hall and the Public Works Combined Facility. The purpose of the RFP was to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation, and select the firm that best fulfills the needs of the City of Mequon.

Analysis

Three proposals were received on December 30, 2019 and reviewed by staff for compliance with the RFP requirements. The RFP was written to provide separate prices for each building for a one year contract with the ability to evaluate the performance and renew the contract for up to two years if desired.

See Proposal Summary attached.

Fiscal Impact

Vanguard Cleaning Systems submitted the low bid for cleaning services at both buildings. The low bid for cleaning services at City Hall is \$2,511 per month and the low bid for cleaning services at the DPW combined facility is \$1,161 per month.

The 2020 budget projected a total cost for cleaning services at both buildings at \$35,200 per year.

The total low bid cost for cleaning services at both buildings is \$3,672 per month or \$44,064 per year.

Vanguard Cleaning System's proposals include a 2.5% price increase per year if their contract is renewed, and the proposed bid specifications allow for up to two annual renewals based on satisfactory performance.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding cleaning services to Vanguard Cleaning Systems of SE WI for \$2,511 per month at City Hall and \$1,161 per month at the DPW combined facility for a total contract amount of \$3,672 per month.

Attachments:

Proposal Summary 12 30 19 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3680

A Resolution Awarding a Contract for 2020 Cleaning Services at City Hall and the Public Works Combined Facility to Vanguard Cleaning Systems, Greenfield, Wisconsin for an Estimated Monthly Cost of \$3,672

- A. Staff has issued requests for proposals for cleaning services at both City Hall and the DPW combined facility.
- B. Staff has received and reviewed the three proposals received.
- C. Staff has determined that the proposals received meet requirements outlined and that vendor qualifications have also been met and on that basis has made a recommendation to the Committee on Public Works.
- D. The Committee on Public Works at its meeting on January 14, 2020 approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

Staff is authorized to award the contract and execute the appropriate contract documents with Vanguard Cleaning Systems of SE WI for \$2,511 per month for cleaning services at City Hall, and \$1,161 per month for cleaning services at the DPW combined facility. Cleaning services to begin February 1, 2020 for a total cost of \$3,672 per month for both buildings and be renewable for up to two years based on satisfactory performance.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road, 60W
Mequon, Wisconsin 53092

**CITY OF MEQUON
WISCONSIN
PROPOSAL SUMMARY**

Cleaning Services at City Hall and DPW Combined Facility

Proposals Due: 12/30/2019 3:00 PM
DATE TIME

BIDDER	<u>City Hall Monthly Bid</u>	<u>DPW Building Monthly Bid</u>	<u>2020 Combined Monthly Bid</u>	<u>Cost Per Year</u>
Clean Spaces MKE	\$3,600	\$1,600	\$5,200	\$62,400
Coverall North America, Inc.	\$3,145	\$1,310	\$4,455	\$53,460
Vanguard Cleaning Systems	\$2,511	\$1,161	\$3,672	\$44,064

Attachment: Proposal Summary 12 30 19 (RESOLUTION 3680 : Contract Award for Cleaning Services)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2941
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: November 27, 2019
SUBJECT: RESOLUTION 3681 A Resolution Approving a Second Amendment to the Cell Tower License Agreement with Cellco Partnership d/b/a Verizon Wireless, to Extend the License Term and Expand the Licensed Area for the Tower Located at 11800 N. Port Washington Road

Background

American Tower Corporation is working on behalf of Verizon Wireless to locate a 380 square foot building in Mequon at the City's telecommunication site located at the Eastside Fire Station on 11800 N. Port Washington Road. The proposal to locate upon a City-owned site presents not only an opportunity for outside revenue but also has provided the ability for the City to have some governance over the structure's placement/aesthetics.

The Planning Commission, at its October 7 meeting, unanimously voted to approve the proposed building subject to conditions recommended by staff. The conditions are that the building shall be constructed with brick cladding, match existing shelters to the greatest extent possible, the door shall be painted to match the color of the trip/generators, and the structure shall have an asphalt roof. American Tower has provided the City with updated building and site plans that fulfill all the conditions. The plans also show the equipment shelter west of the larger equipment building and, the proposed structure meets the 20-foot offset requirement. American Tower has also indicated that the smaller equipment shelter will remain on-site to house existing equipment until the new structure is built. Once construction of the new building is complete, the small shelter on site will be removed and the area will be replaced with grass.

Analysis

The additional components requiring Common Council approval include expanding easements that are necessary for the construction of the newly proposed facility, and renewal of the City's ground lease for the cell tower. American Tower requires an expansion of its easement to accommodate the new building and the connection of utilities for the telecommunications equipment housed in the building. The plans call for an additional 497 square foot easement contiguous to the current easement that will accommodate the new building. There is also a utility easement along the southern edge of the property to provide electricity to the building and equipment.

The current lease that governs the City's telecommunications tower located at the Eastside Fire Station has been in place since January 1997 and is approaching its expiration date of January 2022. The proposed site expansion also includes an amendment extending the lease for five (5) additional 5-year terms, beginning in 2022. All told, if left unchanged, the agreement would run

for an additional 25 years through 2047. This lease amendment does not preclude the City from terminating the agreement before 2047. The City Attorney has reviewed the lease amendment and worked with American Tower to ensure terms are favorable for the City.

Fiscal Impact

The terms of the proposed lease amendment include a one-time \$80,000 signing bonus payable to the City at the end of January 2020, and an additional \$2,000 per month in lease payments, which equates to an additional \$24,000 on top of current annual lease payments of approximately \$19,000. These lease terms are favorable to the City and are commensurate with other existing lease rates on similar sites owned by the City. It should also be noted that maintenance/service, as well as any potential removal costs, are the responsibility of the facilities company and not the City. Attached is a copy of the proposed lease amendment.

Recommendation

Based upon the site plan approvals, as well as the realization of an additional revenue source for the City, staff recommends approval of the resolution authorizing the finalization of the lease amendment and authorizing the expanded easements to accommodate the construction of the new building to house telecommunication technologies.

Attachments:

Lease Amendment (PDF)

Site Plan Easements (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3681

A Resolution Approving a Second Amendment to the Cell Tower License Agreement with Cellco Partnership d/b/a Verizon Wireless, to Extend the License Term and Expand the Licensed Area for the Tower Located at 11800 N. Port Washington Road

A. American Tower Corporation is desirous to expand its leasing space to construct a new telecommunication building and renew the lease for the City's telecommunications site located at the Eastside Fire Station on 11800 N. Port Washington.

B. The Planning Commission approved the site plan and is in agreement with the proposed easement and restoration.

C. The City wishes to encourage the location of such facilities in such a manner that avoids an undue proliferation of sites within the community, and the proposed siting of the telecommunications building at the Eastside Fire Station serves that goal.

D. The lease amendment secures increased long-term revenues for the City allowing for up to 5 automatically renewing 5-year term extensions.

E. The proposed expanded easements and lease amendment by and between the City and American Tower Corporation has been favorably recommended by Public Works Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Mequon that:

1. The City agrees to and approves the terms of the Second Lease Amendment to the License Agreement with Cellco Partnership d/b/a Verizon Wireless that it is in substantial conformity with the form appended to this resolution.

2. The appropriate City officials are hereby authorized to sign the Second Lease Amendment.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

THE SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Mequon, a Wisconsin municipal entity** ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain License Agreement Between City of Mequon and Primeco Personal Communications, L.P. East Side Fire Station Site dated January 14, 1997 (the "**Original License**"), as amended by that certain Amendment to License Agreement Between City of Mequon and Primeco Personal Communications, L.P. East Side Fire Station Site dated January 14, 1997 (the "**First Amendment**") (collectively referred to herein as, the "**License**"), pursuant to which the Tenant licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the License (such portion of the Parent Parcel so licensed along with such portion of the Parent Parcel so affected, collectively, the "**Licensed Premises**"), which Licensed Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Licensed Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the License to extend the term thereof and to otherwise modify the License as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Eighty Thousand and No/100 Dollars (\$80,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before January 31, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **License Term Extended; Termination.** Notwithstanding anything to the contrary contained in the License or this Amendment, the Parties agree the License originally commenced on January 23, 1997 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the License (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the License is otherwise scheduled to expire on January 22, 2022. In addition to any Existing Renewal Term(s), the License is hereby amended to provide Tenant with the

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

option to extend the License for each of five (5) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the License, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the License at least one-hundred eighty (180) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the License only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of License in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord. Tenant shall continue to have the right to terminate the License at any time provided that if Tenant terminates in the middle of any Renewal Term then Tenant shall pay Rent (as defined below) through the end of the then-current License year. Further, in the event that Tenant terminates less than one-hundred eighty (180) days before the then-current License year, Tenant shall also pay Rent (as defined below) for the subsequent License year.

3. **Rent and Escalation.** Commencing on January 23, 2020, the rent payable from Tenant to Landlord under the License is hereby increased to **Twenty-Four Thousand and No/100 Dollars (\$24,000.00)** per year (the “**Rent**”). Commencing on January 23, 2021 and on each successive annual anniversary thereof, Rent due under the License, as modified by this Amendment, shall increase by an amount equal to **five percent (5%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the License, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the License and this Amendment shall be paid to **City of Mequon WI**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the License are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the License and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the License and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the License. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, but shall provide notice to, Landlord for any future subleasing and/or licensing the Licensed Premises to additional wireless carriers; installing, modifying, repairing, or replacing improvements within the Licensed Premises except as may be required under the City of Mequon’s Building and Zoning codes. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Licensed Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Licensed Premises from a public right of way, but shall not obstruct Landlord’s emergency operations based on the Parent Parcel. Upon request by Tenant and at Tenant’s sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of license, as required for the use of the Licensed Premises by Tenant and/or Tenant’s customers, licensees, and sublessees.

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (ii) Landlord is the sole owner of the Licensed Premises and all other portions of the Parent Parcel; (iii) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Licensed Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the License, as amended and modified by this Amendment; and (iv) so long as Tenant performs its obligations under the License, Tenant shall peaceably and quietly have, hold and enjoy the Licensed Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Licensed Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.
6. **Assignment.** The Parties acknowledge and agree that Section 20 of the Original License is hereby deleted in its entirety and is of no further force and effect. Tenant may assign the License, as amended herein, in whole or in part, to American Tower or an Affiliate (as defined below) of Tenant or American Tower at any time without the prior written consent or approval of, or notice to, Landlord. Any other assignment shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon the payment of any additional consideration. The Parties further agree that it shall be unreasonable for Landlord to withhold consent for any assignment to a person or entity with sufficient financial strength to fulfil the obligations on Tenant hereunder. For the purposes of the License, as amended herein, "Affiliate" means any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant or American Tower or with the parent company or any subsidiaries of Tenant or American Tower. For purposes of the aforementioned definition, the terms "controls," "controlled by," and "under common control with" mean: (i) the right to direct the management and policies of the applicable entity or entities, whether directly or indirectly, or (ii) the ownership of more than 50% of the stock, partnership, membership, or other equity interests of and in the applicable entity or entities. If any such assignee agrees to assume all of the obligations of Tenant under the License, as amended herein, then Tenant will be relieved of all of its obligations, duties and liabilities hereunder.
7. **Notices.** The Parties acknowledge and agree that Section 7 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the License, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 11333 N Cedarburg Rd, Mequon, WI 53092; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the License, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Licensed Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
10. **Expansion of Licensed Premises.** This Amendment expands the Licensed Premises to include an additional four hundred ninety-seven (497) square feet contiguous to the Licensed Premises as shown on the attached **Exhibit A** (the "**Expansion Area**"). Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Licensed Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant's sole discretion, with Tenant's ability to conduct such evaluation activities.
11. **Taxes; No Liens.** The Parties acknowledge and agree that Section 15 of the Original License is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the License, as modified by this Amendment, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Licensed Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Licensed Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as

ATC Site No: 410880
 VZW Site No: 113214
 Site Name: Port Washington Road

required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means. Tenant shall be responsible for any other taxes imposed by virtue of its operations on the Licensed Premises including but not limited to sales, use, and income taxes (excluding any income taxes payable by Landlord based upon receipt of the Rent and the One-Time Payment described in Paragraph 1 above).

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

Signature Pages Intentionally Withheld

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the License and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Licensed Premises is a part thereof with such Parent Parcel being situated in the County of Milwaukee, State of Wisconsin, and being described below:

That parcel described on Certified Survey Map No. 383, being part of the N.W. 1/4 of Section 20, Town 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin as recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on July 23, 1970 at 3:04 p.m. in Volume 2 of CERTIFIED SURVEY MAPS, on pages 84-85, as Document Number 235285.

APN: 15-020-06-003-00.

LICENSED PREMISES

Tenant shall have the right to replace this description with a description obtained from the License or from a description obtained from an as-built survey conducted by Tenant.

The Licensed Premises consists of that portion of the Parent Parcel as defined in the License which shall include access and utilities easements. The square footage of the Licensed Premises shall be the greater of: (i) the land area conveyed to Tenant in the License; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A part of Certified Survey Map No. 383, recorded in Volume 2 of Certified Survey Maps, on Pages 84-85, Document No. 235285 of Ozaukee County Records; being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Nine (9) North, Range Twenty-Two (22) East, City of Mequon, Ozaukee County, Wisconsin containing 480 square feet (0.011 acres) of land and being described by:

Commencing at the Southwest Corner of said Certified Survey Map No. 383; thence N88°-48'-21"E 464.99 feet along the South line of said Certified Survey Map No. 383; thence N01°-11'-39"W 45.00 feet; thence S88°-48'-18"W 28.17 feet to the point of beginning; thence S88°-48'-21"W 15.00 feet; thence N01°-11'-39"W 32.00 feet; thence N88°-48'-21"E 15.00 feet; thence S01°-11'-39"E 32.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Licensed Premises to and from a public right of way including but not limited to:

12 FOOT WIDE INGRESS/EGRESS EASEMENT

A 12 foot wide Ingress/Egress Easement being a part of Certified Survey Map No. 383, recorded in Volume 2 of Certified Survey Maps, on Pages 84-85, Document No. 235285 of Ozaukee County Records; being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Nine (9) North, Range Twenty-Two (22) East, City of Mequon, Ozaukee County, Wisconsin containing 5,777 square feet (0.133 acres) of land and being 6 feet either side of and parallel to the following described line:

Commencing at the Southwest Corner of said Certified Survey Map No. 383; thence N88°-48'-21"E 464.99 feet along the South line of said Certified Survey Map No. 383; thence N01°-11'-39"W 45.00 feet; thence S88°-48'-21"W 43.17 feet; thence N01°-11'-39"W 6.00 feet to the point of beginning; thence S88°-48'-21"W 50.33 feet; thence S01°-11'-39"E 21.00 feet; thence S88°-48'-21"W 40.50 feet; thence N63°-11'-36"W 69.26 feet; thence S53°-47'-35"W 54.73 feet; thence S89°-41'-58"W 95.36 feet; thence N49°-19'-39"W 80.66 feet; thence S88°-48'-18"W 69.60 feet to a point on the East line of Port Washington Road and the point of termination.

8 FOOT WIDE UTILITY EASEMENT

An 8 foot wide Utility Easement being a part of Certified Survey Map No. 383, recorded in Volume 2 of Certified Survey Maps, on Pages 84-85, Document No. 235285 of Ozaukee County Records; being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Nine (9) North, Range Twenty-Two (22) East, City of Mequon, Ozaukee County, Wisconsin containing 1,930 square feet (0.044 acres) of land and being 4 feet either side of and parallel to the following described line:

Commencing at the Southwest Corner of said Certified Survey Map No. 383; thence N88°-48'-21"E 464.99 feet along the South line of said Certified Survey Map No. 383; thence N01°-11'-39"W 45.00 feet; thence S88°-48'-21"W 43.17 feet; thence N01°-11'-39"W 6.00 feet to the point of beginning; thence S88°-48'-21"W 50.33 feet; thence S85°-12'-32"W 20.06 feet; thence N22°-32'-37"W 64.25 feet; thence N82°-28'-34"W 106.65 feet to a point on an existing electric transformer and the point of termination.

EXPANSION AREA

[TO INCLUDE DEPICTION OF ADDITIONAL AREA]

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

EXHIBIT B

FORM OF MEMORANDUM OF LICENSE

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Ian P. Fitzgerald, Esq.
ATC Site No: 410880

ATC Site Name: Port Washington Road

State of Wisconsin

Assessor's Parcel No(s): 15-020-06-003-00

County of Ozaukee

MEMORANDUM OF LICENSE

This Memorandum of License (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **City of Mequon, a Wisconsin municipal entity ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the License (as defined and described below) for the purpose of recording and giving notice of the existence of said License. To the extent that notice of such License has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and License.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain License Agreement Between City of Mequon and Primeco Personal Communications, L.P. East Side Fire Station Site dated January 14, 1997 (as the same may have been amended from time to time, collectively, the "**License**"), pursuant to which the Tenant licenses a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the License (such portion of the Parent Parcel so licensed along with such portion of the Parent Parcel so affected, collectively, the "**Licensed Premises**"), which Licensed Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Licensed Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the License, and assuming the exercise by Tenant of all renewal options contained in the License, the final expiration date of the License

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

would be January 22, 2047. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the License.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the License. In the event of a conflict between this Memorandum and the License, the License shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 11333 N Cedarburg Rd, Mequon, WI 53092; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Licensed Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

Signature Pages Intentionally Withheld

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the License and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Licensed Premises is a part thereof with such Parent Parcel being situated in the County of Milwaukee, State of Wisconsin, and being described below:

That parcel described on Certified Survey Map No. 383, being part of the N.W. 1/4 of Section 20, Town 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin as recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on July 23, 1970 at 3:04 p.m. in Volume 2 of CERTIFIED SURVEY MAPS, on pages 84-85, as Document Number 235285.

APN: 15-020-06-003-00.

LICENSED PREMISES

Tenant shall have the right to replace this description with a description obtained from the License or from a description obtained from an as-built survey conducted by Tenant.

The Licensed Premises consists of that portion of the Parent Parcel as defined in the License which shall include access and utilities easements. The square footage of the Licensed Premises shall be the greater of: (i) the land area conveyed to Tenant in the License; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A part of Certified Survey Map No. 383, recorded in Volume 2 of Certified Survey Maps, on Pages 84-85, Document No. 235285 of Ozaukee County Records; being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Nine (9) North, Range Twenty-Two (22) East, City of Mequon, Ozaukee County, Wisconsin containing 480 square feet (0.011 acres) of land and being described by:

Commencing at the Southwest Corner of said Certified Survey Map No. 383; thence N88°-48'-21"E 464.99 feet along the South line of said Certified Survey Map No. 383; thence N01°-11'-39"W 45.00 feet; thence S88°-48'-18"W 28.17 feet to the point of beginning; thence S88°-48'-21"W 15.00 feet; thence N01°-11'-39"W 32.00 feet; thence N88°-48'-21"E 15.00 feet; thence S01°-11'-39"E 32.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant’s customers) for ingress, egress and utility purposes from the Licensed Premises to and from a public right of way including but not limited to:

12 FOOT WIDE INGRESS/EGRESS EASEMENT

A 12 foot wide Ingress/Egress Easement being a part of Certified Survey Map No. 383, recorded in Volume 2 of Certified Survey Maps, on Pages 84–85, Document No. 235285 of Ozaukee County Records; being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Nine (9) North, Range Twenty–Two (22) East, City of Mequon, Ozaukee County, Wisconsin containing 5,777 square feet (0.133 acres) of land and being 6 feet either side of and parallel to the following described line:

Commencing at the Southwest Corner of said Certified Survey Map No. 383; thence N88°–48’–21”E 464.99 feet along the South line of said Certified Survey Map No. 383; thence N01°–11’–39”W 45.00 feet; thence S88°–48’–21”W 43.17 feet; thence N01°–11’–39”W 6.00 feet to the point of beginning; thence S88°–48’–21”W 50.33 feet; thence S01°–11’–39”E 21.00 feet; thence S88°–48’–21”W 40.50 feet; thence N63°–11’–36”W 69.26 feet; thence S53°–47’–35”W 54.73 feet; thence S89°–41’–58”W 95.36 feet; thence N49°–19’–39”W 80.66 feet; thence S88°–48’–18”W 69.60 feet to a point on the East line of Port Washington Road and the point of termination.

8 FOOT WIDE UTILITY EASEMENT

An 8 foot wide Utility Easement being a part of Certified Survey Map No. 383, recorded in Volume 2 of Certified Survey Maps, on Pages 84–85, Document No. 235285 of Ozaukee County Records; being a part of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Nine (9) North, Range Twenty–Two (22) East, City of Mequon, Ozaukee County, Wisconsin containing 1,930 square feet (0.044 acres) of land and being 4 feet either side of and parallel to the following described line:

Commencing at the Southwest Corner of said Certified Survey Map No. 383; thence N88°–48’–21”E 464.99 feet along the South line of said Certified Survey Map No. 383; thence N01°–11’–39”W 45.00 feet; thence S88°–48’–21”W 43.17 feet; thence N01°–11’–39”W 6.00 feet to the point of beginning; thence S88°–48’–21”W 50.33 feet; thence S85°–12’–32”W 20.06 feet; thence N22°–32’–37”W 64.25 feet; thence N82°–28’–34”W 106.65 feet to a point on an existing electric transformer and the point of termination.

EXPANSION AREA

[TO BE REPLACED WITH NEW DEPICTION]

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Attachment: Lease Amendment (RESOLUTION 3681 : Cell Tower at FD Two)

ATC Site No: 410880
VZW Site No: 113214
Site Name: Port Washington Road

Prepared by and Return to:

American Tower
 Attn: Land Management/Ian P. Fitzgerald, Esq.
 10 Presidential Way
 Woburn, MA 01801
 Assessor's Parcel No(s): 15-020-06-003-00

RESOLUTION AND CONSENT AFFIDAVIT**City of Mequon, a Wisconsin municipal entity**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

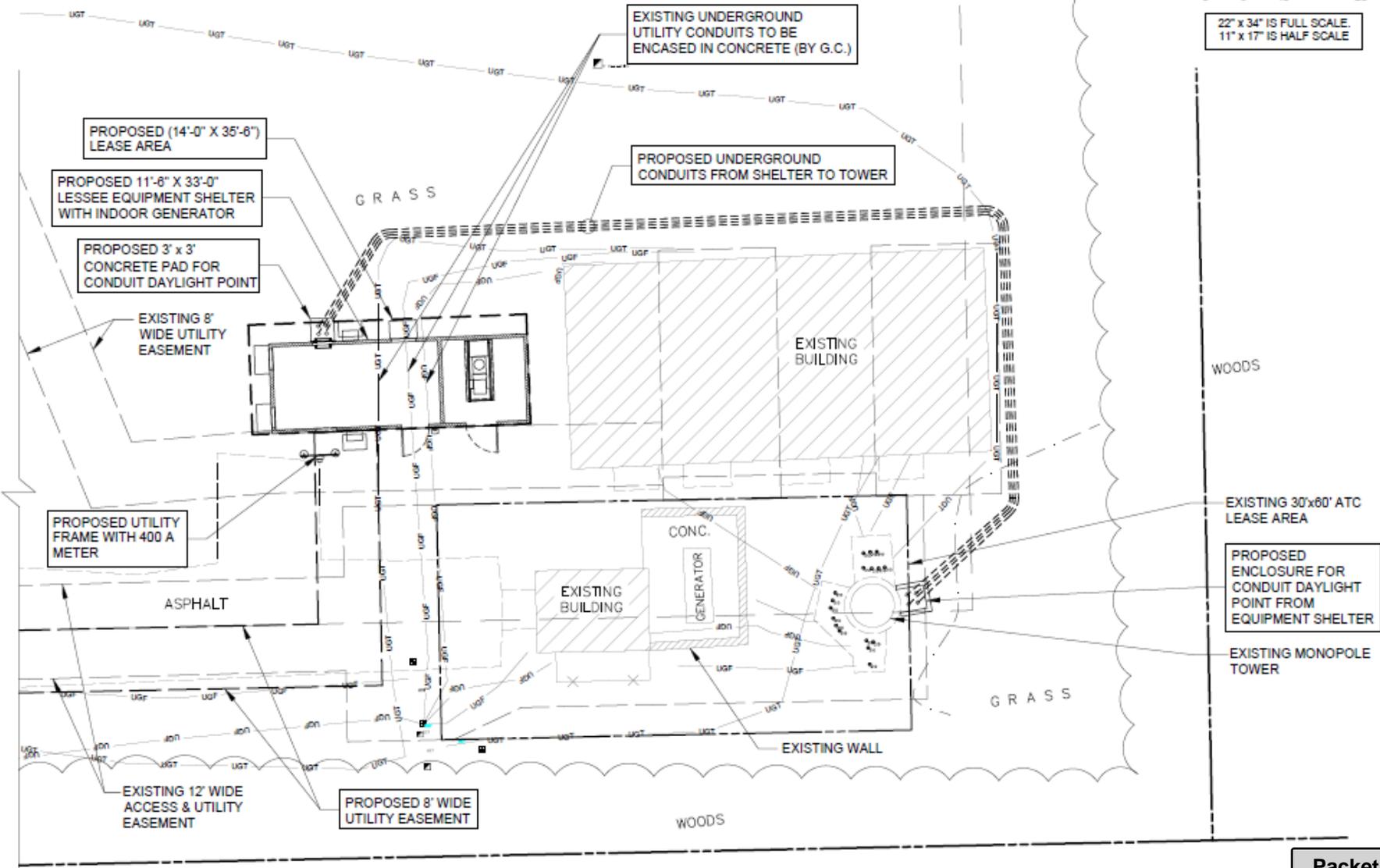
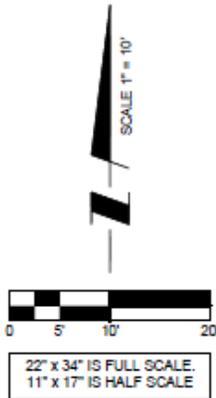
1. Landlord (or its predecessor-in-interest) has licensed or sublicensed a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain License Agreement Between City of Mequon and Primeco Personal Communications, L.P. East Side Fire Station Site dated January 14, 1997 (as the same may have been amended from time to time, collectively, the "**License**").
2. Landlord and Tenant desire to enter into an amendment of the License (the "**Amendment**") in order to extend the term thereof and to further amend the License as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

ATC Site No: 410880
 VZW Site No: 113214
 Site Name: Port Washington Road

Signature Pages Intentionally Withheld



AMERICAN TOWER[®]
A.T. ENGINEERING SERVICE, PLLC
 3500 REGENCY PARKWAY
 SUITE 100
 CARY, NC 27518
 PHONE: (919) 468-0112
 COA: P-1177



Attachment: Site Plan Easements (RESOLUTION 3681 : Cell Tower at FD Two)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: January 14, 2020
SUBJECT: RESOLUTION 3682 A Resolution Awarding a Contract for Pedestrian Crossing & Traffic Signal Design Improvements Along Mequon Road from Buntrock Avenue East Towards Cedarburg Road, to Traffic Analysis & Design, Inc. of Cedarburg, Wisconsin in an Amount Not-to-Exceed \$68,000

Background

In November 2019, the Public Works Committee reviewed and approved a scope of services to be incorporated into a Request for Proposals (RFP) for the design of pedestrian crossing and traffic signal improvements along Mequon Road from Buntrock Avenue east towards Cedarburg Road. The RFP was available publicly on the City's website and was issued directly to fifteen local firms listed on WisDOT Roster of Eligible Engineering Consultants -- November 20, 2019, or firms who have previously completed traffic work for the City.

The RFP included the design of traffic signal and safe pedestrian crossing design services on Mequon Road between Buntrock Avenue (west) and the driveway to MTC1 (east). Proposed consultant services include the preparation of plans, specifications and engineer's estimates related to the design of traffic signal modification work for this project. It also includes options for safe bicycle and pedestrian crossing at the Ozaukee Interurban Trail (OIT) and a proposed mid-block crossing between the railroad and Cedarburg Road. A copy of the RFP is available here: <https://www.ci.mequon.wi.us/publicworks/page/request-proposals-mequon-road-traffic-signals-and-oit-crossing-design>.

Analysis

The City received three proposals in response to the RFP. Copies of the proposals can be viewed here: <https://www.ci.mequon.wi.us/publicworks/page/road-programs-and-projects>.

All firms provided references for similar project work and qualifications for project team members indicating that all three would be able to perform the design services as requested.

Fiscal Impact

In summary, the costs for the work as summarized in the proposal are as follows:

FIRM	PRICE*
TADI	\$57,688.40
KL Engineering	\$65,500
raSmith	\$70,734

*Please note that the price for KL Engineering and raSmith includes all tasks and additional services required to represent equitable efforts.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not to exceed \$68,000, which includes a contingency of approximately 18% for additionally authorized efforts.

Both the design services and potential construction of the improvements are eligible for TIF funding.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution awarding a contract for the design of pedestrian crossing and traffic signal improvements along Mequon Road from Buntrock Avenue east towards Cedarburg Road to Traffic Analysis & Design, Inc. of Cedarburg, Wisconsin in an amount not-to-exceed \$68,000.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3682

A Resolution Awarding a Contract for Pedestrian Crossing & Traffic Signal Design Improvements Along Mequon Road from Buntrock Avenue East Towards Cedarburg Road, to Traffic Analysis & Design, Inc. of Cedarburg, Wisconsin in an Amount Not-to-Exceed \$68,000

A. Staff issued a Request for Proposals for a Contract for Mequon Road: Traffic Signals & Ozaukee Interurban Trail Crossing Design Services.

B. Staff received and reviewed the three proposals and firm qualifications received from the request.

C. Staff has determined that the proposals received are in accord with the Request for Proposal and that firm qualifications have been met and on that basis has made a recommendation to the Committee on Public Works.

D. Design services are eligible for and therefore shall be funded through the Tax Increment District #3 (Town Center).

E. As the low proposer for all equitable efforts, staff recommends award to Traffic Analysis & Design, Inc. of Cedarburg, Wisconsin based upon the proposal amount of \$57,668.40.

F. To provide for additional services that may result from execution of the contract and proper project design, the contract award amount shall be authorized with a contingency, for a total not-to-exceed cost of \$68,000.

G. The Committee on Public Works at its meeting on January 14, 2020 approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

Staff is authorized to award the contract and execute the appropriate contract documents with Traffic Analysis & Design, Inc. of Cedarburg, Wisconsin in an amount not to exceed \$68,000.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Common Council
FROM: Tim Weyker, Deputy Director of Public Works
DATE: January 6, 2020
SUBJECT: RESOLUTION 3683 A Resolution Awarding a Contract for Repair of the Mequon Public Safety Building Foot Bridge to J.H. Hassinger, Inc. of Menomonee Falls, Wisconsin in the Amount of \$140,978

Background

In 2018, EMG completed a Facilities Condition Assessment (FCA) of City-owned facilities. Included in the recommendations for the Public Safety Building was the provision for an architect/engineer to evaluate the masonry of the building envelope and generate a report of findings.

In April 2019, RCL Engineering Group produced a report as a result of its inspection to verify the condition of the rusted structure supporting a foot bridge on the east side of the Public Safety Building at 11300 Buntrock Avenue. The deterioration observed on the steel beams was extensive enough that the installation of a temporary support was recommended and installed. The repair option is to remove all deteriorated materials and top coat of concrete, then install new membrane, structural support and masonry wall to match the existing building. The conclusion of the report indicates that the next step was for the City was to assemble a set of plans and project specifications that will be used to put the project out for competitive bid.

In September, plans and specifications titled “Foot Bridge Repair at City of Mequon Public Safety Building” were completed by ZZ Consulting. The plans and specifications were incorporated into contract and bidding documents and advertised by City staff in October. Due to the receipt of only one bid for \$198,500 in October 2019, the Common Council subsequently approved a resolution rejecting the sole subject bid.

Analysis

In late 2019, the project was re-advertised and a second bid opening was conducted on December 30, 2019. Staff received two bids with the low bidder being J.H. Hassinger, Inc. of Menomonee Falls, Wisconsin with a price of \$140,978. J.H. Hassinger has submitted all of the required bidding documents for the contract as well as their Statement of Qualifications (pre-qualification) with the City. The bid summary is attached, and the second bid of \$195,000 submitted by Berglund Construction is nearly 2% less than the amount submitted by the firm last fall. Notably, J.H. Hassinger is a locally-based firm with offices in Menomonee Falls; alternatively, Berglund Construction’s offices are headquartered in Chicago, Illinois.

Fiscal Impact

The opinion of probable cost submitted by the project designer, ZZ Consulting is \$120,000. The

first advertising of the project produced only one bid of \$198,500. This second advertising produced two bids and the low bid is \$140,978, which is \$57,522 less than the amount received by the City last fall. In 2020, \$175,000 has been budgeted in the City-wide Building Repairs Capital Account, and as such, sufficient funds are on hand to pay for the cost of this repair.

Recommendation

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the attached resolution awarding the Mequon Public Safety Building Foot Bridger Repair contract to J.H. Hassinger, Inc. in the amount of \$140,978.

Attachments:

Bid Summary 12 30 19 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3683

A Resolution Awarding a Contract for Repair of the Mequon Public Safety Building Foot Bridge to J.H. Hassinger, Inc. of Menomonee Falls, Wisconsin in the Amount of \$140,978

- A. Staff has advertised and received bids for the Foot Bridge Repair at the City of Mequon Public Safety Building.
- B. Staff has reviewed the various bids and contractor qualifications for the contract.
- C. Staff has determined that the bids received are in accord with the estimates and that contractor qualifications have been met and on that basis has made a recommendation to the Committee on Public Works.
- D. The Committee on Public Works at its meeting on January 14, 2020 approved staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

Staff is authorized to award the contract and execute the appropriate contract documents with J.H. Hassinger, Inc. of Menomonee Falls, WI for a total cost of \$140,978.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2934
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Engineering

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: January 14, 2020
**SUBJECT: RESOLUTION 3684 A Resolution Approving a Cost Share Agreement
 Between the City of Mequon and the Cedar Ridge Condominium
 Homeowners Association for Limited Storm Water Facility Improvements**

Background

The Cedar Ridge pond (1415/1426 W. Donges Bay Road) was identified in June 2017 as a critical consideration in the highest priority project listed in the City's Drainage Capital Improvement Program (CIP).

For years the Cedar Ridge Condominium Homeowners Association (HOA) had been installing boards in the outlet control structure to raise the water elevation of the "L" shaped pond. Water would also back up north of Donges Bay Road impacting neighboring properties. City staff met with the HOA on multiple occasions to understand why the boards were being installed. These meetings led to an understanding of the HOA's perspective. A study was completed by Ayres and Associates in 2017 to determine the improvements that could be done to address the concerns of the HOA with the lowered water elevation when the boards were removed.

At the April 9, 2019 Public Works Meeting, staff was directed to:

- Execute a Stormwater Maintenance and Easement Agreement with Cedar Ridge, subject to City Attorney review and approval.
- Execute a Cost Sharing Agreement, subject to City Attorney review and approval, including the following terms:
 - The HOA must modify the outlet control structure to permanently prevent the installation of boards which dam the ponds.
 - Eligible reimbursement shall not exceed \$20,000 or 50% of the total cost for the pond improvements directly related to the lowered water level.
 - Eligible project expenses shall be limited to those similar to the recommendations outlined in the Ayres report.
 - Reimbursement requests shall be based upon actual, paid invoicing from a contractor.
 - All reimbursement requests shall be submitted prior to October 30, 2020.

Analysis

The Cedar Ridge HOA signed the Stormwater Maintenance and Easement Agreement on Monday, December 2, 2019. It has been routed for signature and recording.

The HOA is requesting an extension to October 30, 2021 on the cost sharing agreement to allow for the association to budget for and hire a contractor to complete work on the pond. The previous approval indicated that all reimbursement requests be submitted prior to October 30, 2020.

Staff is supportive of the extension with the addition of interim deadlines outlined below, to ensure that the HOA is committed to making progress:

- Signed Cost Share Agreement by February 15, 2020
- The HOA shall identify a contractor and the proposed work no later than January 1, 2021.

Fiscal Impact

The Drainage CIP projects are being funded by the City of Mequon from the Major and Secondary Drainage Projects Capital Account that currently has a balance of \$203,000. Staff is authorized to reimburse eligible expenses in an amount not-to-exceed \$20,000.

Recommendation

Staff recommends that the Public Works Committee favorably endorse and the Common Council approve the resolution authorizing execution of a Cost Share Agreement between the City of Mequon and the Cedar Ridge Condominium Homeowners Association for limited storm water facility improvements.

Attachments:

Mequon Cost Share Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3684

A Resolution Approving a Cost Share Agreement Between the City of Mequon and the Cedar Ridge Condominium Homeowners Association for Limited Storm Water Facility Improvements

A. The Cedar Ridge pond (1415/1426 W. Donges Bay Road) was identified in June 2017 as a critical consideration in the highest priority project listed in the City's Drainage Capital Improvement Program.

B. At the April 9, 2019 Public Works Committee Meeting, staff was directed to:

- Execute a Stormwater Maintenance and Easement Agreement with the Cedar Ridge Condominium Homeowners Association, subject to City Attorney review and approval.
- Execute a Cost Sharing Agreement, subject to City Attorney review and approval, including the following terms:
 - The Cedar Ridge Condominium Homeowners Association must modify the outlet control structure to permanently prevent the installation of boards which dam the ponds.
 - Eligible reimbursement shall not exceed \$20,000 or 50% of the total cost for the pond improvements directly related to the lowered water level.
 - Eligible project expenses shall be limited to those similar to the recommendations outlined in the Ayres report.
 - Reimbursement requests shall be based upon actual, paid invoicing from a contractor.
 - All reimbursement requests shall be submitted prior to October 30, 2020.

C. Subsequently, the Cedar Ridge Condominium Homeowners Association requested an extension until October 30, 2021.

D. Staff is supportive of the extension with the addition of the following interim deadlines to ensure that the Cedar Ridge Condominium Homeowners Association is committed to:

- Execute the Cost Share Agreement by February 15, 2020.
- Identify a contractor for the proposed work no later than January 1, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

The appropriate parties are authorized to execute and administer the attached Cost Share Agreement.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

**Cost Share Agreement
Between the City of Mequon and
the Cedar Ridge Condominium Homeowners Association
for Limited Storm Water Facility Improvements**

WHEREAS, the Cedar Ridge Condominium Homeowners Association (“Association”) is responsible for the administration and operation of the condominium property including various storm water facilities within the condominium; and

WHEREAS, the City of Mequon (“City”), as mandated by the Wisconsin Department of Natural Resources, is responsible for administering a storm water quality and control ordinance; and

WHEREAS, in exchange for maintaining the approved design elevation of the pond, the City retained Ayres Associates to conduct an evaluation of alternate improvements to the Cedar Ridge Condominium Pond; and

WHEREAS, Ayres Associates identified alternative improvements that would mutually benefit the storm water facilities and the Association (See letter dated May 14, 2018, attached as Exhibit 1) (“the Report”); and

WHEREAS, the Public Works Committee at its meeting on April 9, 2019 and amended at the January 14, 2020 meeting, authorized a cost sharing agreement under the following conditions:

The Association shall be required to complete the following, no later than February 15, 2020:

1. Submit an executed version of the City Attorney approved Stormwater Maintenance and Easement Declaration and Agreement to the City for recording. Said agreement shall include the provision that the Association will restore the design elevation of 95.0 (MMSD datum) of the Pond. The agreement must be submitted to the City prior to the approval of the cost share agreement.
2. Submit an executed version of the City Attorney and Common Council Approved Cost Share Agreement.

The Association shall be required to complete the following, no later than January 1, 2021:

1. The Association shall provide documentation of the proposed work and documentation of the contractor completing the work.

The Association shall be required to complete the following, no later than October 31, 2021:

1. Modify the outlet structure of the pond to prevent tampering with the stop logs to raise the normal water level. The method for modifying the outlet structure is subject to City approval. Once the method is approved by the City, the Association shall contract to have the work completed. The City agrees to reimburse the Association for the costs to complete the requirements of this Paragraph 2 pursuant to Paragraph 3, below.
2. Upon completion of the modification of the outlet structure and verification by City staff that the modification is complete, the Association may consider contracting for any of the following storm water facility improvements, as defined in the Ayres report:
 - a. Alternative 1 – Landscaping
Under Alternative 1, the exposed ground surface resulting from lowering the normal water surface by 1.9 feet would be restored in turf grass. No alteration of the pond nor algae

control program would take place under this alternative. The area of exposed ground surface would be approximately 0.4 acre, consisting of about the first five feet of ground above the normal water level. Installation of a permanent turf reinforcement mat would be included in this landscaping operation to help prevent future erosion from fluctuating water levels.

- b. Alternative 2 – Algae Control Measures
There are many chemical and physical alterations available to control weeds and algae in ponds. Under Alternative 2, a program of control measures would be developed specifically for the Cedar Ridge Pond. The following is a cost-effective sequence of algae control measures that could be carried out until an acceptable level of control is achieved:
- i. **Chemical Treatment for Weed and Algae Control** Chemical Treatment may be effective for up to six weeks for weed control, while algae regrowth could be expected in as little as three weeks. The effectiveness of each treatment will be determined by the level of nutrients, weather conditions and the ability to impede outflow from the pond during treatment.
 - ii. **Nutrient Tie-Up** Should chemical treatment alone not provide an acceptable level of weed and algae control, an additional product could be applied to bind the available phosphorous into a flocculent layer that is no longer available for algae production.
 - iii. **Bottom Diffusers (aerators) and Water Circulators** Should chemical treatment and nutrient tie-up not provide an acceptable level of weed and algae control, the installation of eight bottom aerators and five bottom water circulators would further decrease algae production and push debris and algae toward the pond outlet structure.
 - iv. **Bacteria Regime** By adding a bacteria regime to the system of bottom aerators, bottom water circulators, chemical treatment and nutrient tie-up, the growth of algae would be further reduced. This treatment would reduce available nutrients at a much faster rate than with aeration and circulation alone.
3. Request reimbursement from the City, subject to the conditions within this Cost Share Agreement. Reimbursement submittals are required to include actual invoices for the work outlined in Sections 2 and 3 with cancelled checks as proof of payment.

The City agrees to complete the following:

1. Upon receipt, execute and record the Stormwater Maintenance and Easement Declaration and Agreement and provide a copy of the recorded document to the Association. No further action or reimbursement will be considered until the document is submitted for recording.
2. Review the submittals for the modification of the outlet structure in a timely manner, at no cost to the Association.
3. Reimburse eligible expenses according to the following:
 - a. Only those project expenses defined in Association Sections 2 and 3 shall be considered eligible expenses for reimbursement.

- b. Eligible expenses must include actual invoicing and cancelled checks as proof of payment.
- c. Eligible reimbursement shall not exceed the lower of \$20,000 or 50-percent of the total cost for the pond improvements directly related to the lowered water level, all as described in the Report as defined and referenced in Owner Sections 2 and 3.
- d. All reimbursement requests shall be submitted prior to October 31, 2021. No reimbursement requests will be considered after that date.
- e. Reimbursement requests received by October 31, 2021 shall be paid no later than December 31, 2021.

The storm water facilities within the Cedar Ridge Condominium are required to be certified in 2020. No portion of this agreement, nor any portion of the Stormwater Maintenance and Easement Declaration and Agreement shall impact the requirements associated with the certification.

Accepted by:

CITY OF MEQUON

CEDAR RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION

John Wirth
Mayor

Signature

Title

Date

Date

Attachment: Mequon Cost Share Agreement (RESOLUTION 3684 : Cedar Ridge Cost Share Agreement)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-242-3599
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Safety Committee

TO: Common Council
FROM: Patrick Pryor, Chief of Police
DATE: January 14, 2020
SUBJECT: RESOLUTION 3685 A Resolution Approving the Purchase of Four Police Vehicles from Ewald Automotive Group, Hartford, Wisconsin, the Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin and the Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of \$163,370

Background

The Mequon Police Department has a plan for scheduling replacement of its police squad vehicles. For the last 15 years, the Department has replaced marked patrol squads every 2 to 2.5 years, as this has routinely been the period of time where the squads' approach or exceed 100,000 miles and show significant signs of wear. This year, the Department is proposing to replace four (4) patrol squads based on available funds.

Analysis

The 2017 Ford Interceptor patrol squads to be replaced currently have average mileage of 89,063 miles. These squads are typically on the road 24 hours a day, seven days per week. The squads are driven, on average, approximately 2,500-3,000 miles per month. This would put the average mileage at or above 104,063 miles by the time ordering and setup occurs and when the changeover would be complete. The average time for delivery after order is currently six months.

In 2019, the Department experienced an increase in patrol squads being out of service for unanticipated maintenance issues and out of the ordinary service relating to the age and constant use of these vehicles. In the past this had not been a problem as patrol squads were consistently replaced at or near 100,000 miles. This average mileage does not take in to account the significant number of idling hours these vehicles run over their life span.

A 2011 Chevrolet Impala (Squad #14 training vehicle), currently near 90,000 miles, is also being removed from service. It will be replaced with an unmarked Ford Police Interceptor (currently in service as a patrol vehicle) which will then be utilized for training, schools and other special assignments. As a rule, the Department routinely rotates vehicles into different assignments to make the best use of them and keep them as long as possible.

The Ford Police Interceptor vehicles were redesigned for 2020 and are currently on the assembly line for production. The new design of the 2020 Ford Interceptor requires new equipment such as prisoner partition cages, radio consoles, plastic rear seats, sirens, and a few other specialty items. Any equipment that can be transferred from the older squads to the newer models will be utilized. The manufacturers of the equipment have advised that once this changeover occurs, this

equipment should be able to be used well into the future since another redesign of the Ford Interceptor should not occur again for some time.

The Mequon Police Department utilized a government website for vehicle bids from outside vendors. See the following charts for comparison.

For the four (4) patrol squads:

<i>Ford Dealer</i>	<i>Price Quote (per vehicle)</i>
Ewald Automotive Group (State bid awarded)	\$33,327
Griffin-Waukesha	\$33,612
Kayser Ford-Madison	\$33,663
Schmit Bros.-Saukville (hard copy quote received)	\$33,828
Victor Ford-Illinois	\$34,603
Eric VonSchledorn Ford	No quote received
Scaffidi Motors-Stevens Point	No quote received

Based on the specifications requested, Ewald Automotive Group has agreed to a price of \$33,327 for each 2020 Ford Police Interceptor Utility Patrol vehicle, which was also the lowest bid. After reviewing each bid received, it was determined that the Ewald Automotive Group (awarded the State of Wisconsin bid) was the most qualified and best dealership to utilize for these squad purchases. Ewald Automotive has been providing squads to the City for many years.

Ewald, as a part of their service, delivers the squads directly to the Mequon Police Department approximately 150-180 days (on average) from the date of order. They also provide an invoice process, which is more efficient for the Department when it comes to acquiring the vehicles.

Fiscal Impact

The replacement of the four (4) squads equals \$133,308. Purchase and installation of all associated equipment by General Communications of Milwaukee will cost \$27,061.80. Graphics and installation by Letters and Signs, a local Mequon company, is estimated at \$3000. The total project cost is \$163,369.80, and sufficient funds have been budgeted and set aside for this project. Staff estimates receiving approximately \$30,000 - \$35,000 from selling the old vehicles at auction or transitioning them to the Department of Public Works; this will help offset the cost of the new vehicles. In December of 2019, General Communications announced that their prices for equipment and installation that is not contracted by the end of February of 2020, may increase by up to 5%.

Recommendation

Staff recommends the purchase of four 2020 Ford Police Interceptor Utility SUV's from the State of Wisconsin Awarded bid dealer, Ewald Automotive Group, for a total cost of \$133,308, and additionally, the purchase and installation of associated equipment and graphics at \$30,061.80 for a total project cost of \$163,369.80.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3685

A Resolution Approving the Purchase of Four Police Vehicles from Ewald Automotive Group, Hartford, Wisconsin, the Installation of Associated Equipment from General Communications, Milwaukee, Wisconsin and the Application of Vehicle Graphics from Letters & Signs, Mequon, Wisconsin in the Total Amount of \$163,370

A. The City of Mequon Police Department provides 24-hour police services 365 days per year with a plan for scheduled replacement of police vehicles.

B. Staff requested bids on the purchase of four (4) sport utility vehicles, specifically model year 2020 Ford Police Interceptor Utility (Explorer) vehicles and researched associated equipment and installation costs.

C. Ewald Automotive Group provided the lowest total bid for the replacement of the four (4) vehicles at \$133,308, General Communications of Milwaukee provided a cost of \$27,061.80 for equipment and installation and Letters and Signs estimates a cost of \$3,000 to apply the appropriate police graphics.

D. Staff recommends the purchase of the vehicles and associated equipment from funds set aside each year for this purpose.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Mequon, that:

1. Staff is hereby directed to enter into a purchase agreement to replace existing police squads with Ewald Automotive Group at their total bid of \$133,308; to purchase and install associated equipment with General Communications for \$27,061.80; and to purchase and apply graphics with Letters and Signs for \$3,000.

2. Funds for this purchase will be from the Police Vehicle Replacement Account 410786-725011-10235.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-8150
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: January 3, 2020
SUBJECT: RESOLUTION 3686 A Resolution Allowing SPI Lighting, 10400 N. Enterprise Drive, to Discharge an Additional 1,500 Gallons of Industrial Wastewater Per Day into the City of Mequon's Sanitary Sewer System

Background

On November 26, 2019, staff received a letter from SPI Lighting, 10400 North Enterprise Drive (attached), requesting that the company be allowed to discharge an additional 1,500 gallons of reverse osmosis concentrate per day into the City's sanitary sewer system. This process water was previously discharged to surface waters as authorized by the Wisconsin Department of Natural Resources under the conditions of the Wisconsin Pollution Discharge Elimination System General Permit No. WI-0046540-5.

In response to the request, staff brings this request to the City's Sewer Utility District Commission for approval based on the following applicable ordinances:

1. City of Mequon Ordinance Section 86-98 defines Industrial Waste as any liquid other than domestic wastewater from any industrial facility, as follows:

“Industrial waste means any water-borne solids, liquids or gaseous wastes other than domestic wastewater discharging from, flowing from or escaping from any commercial, industrial, manufacturing or food processing operation or process or from the development of any natural resources, or any mixture of these with water or domestic wastewater.”

2. Additionally, City of Mequon Ordinance Section 86-98 defines Sanitary Sewers as a means that convey industrial waste. It reads:

“Sanitary sewers means a sewer that conveys domestic wastewater for industrial waste or a combination of both and into which storm, surface and ground waters or unpolluted industrial wastewater are not intentionally passed.”

3. Furthermore, Division 3 - Discharges of City of Mequon Ordinance Section 86-134 (a) states that no industrial waste shall be discharged into the sewage system without the prior written approval of the council, as detailed below:

“(a) No industrial wastes shall be discharged, either directly or indirectly, into the sewerage system without the prior written approval of the council. No sewage, including industrial wastes, shall contain any substance which is deemed deleterious by the city engineer to the operation of sewer system, nor shall any sewage be discharged into the sewerage system, the discharge of which into the sewers controlled by the metropolitan sewerage district is prohibited by the provision of article XI of the rules of the sewerage commission of the City of

Milwaukee and the metropolitan sewerage commission of the County of Milwaukee.”

In addition, and per revised rules from the Milwaukee Metropolitan Sewerage District issued on January 22, 2018 (attached), governmental units are required to evaluate sewer capacity and provide a conclusion as to whether or not that capacity is likely to be available under all foreseeable conditions or if it needs to be interrupted during peak flow conditions to reduce the risk of overflows or basement flooding. Moreover, per MMSD rules, any such findings need to be provided in writing to the user.

Analysis

City staff received laboratory analytical data from SPI Lighting and it was reviewed. Staff has determined that the trace amount of wastewater constituents listed in this report are not of a deleterious nature and would not adversely impact the City’s sanitary sewer system. In addition, the proposed discharge of 1,500 gallons per day would not adversely impact the capacity of the sanitary sewer system during dry weather conditions.

For consistency with the Sewer Utility’s goals to provide reliable sanitary sewer service and to limit sanitary sewer overflows that may result from wet weather events, staff suggests the addition of one condition to the requested approval. Summarily, it is recommended that any batch flows be prohibited until 24 hours after a rainfall event that includes a precipitation amount greater than or equal to 1-inch of accumulation.

City staff continues to plan and implement improvements to address wet weather conditions, including planned flow equalization work at the nearby intersection of Donges Bay Road and Cedarburg Road. This work is planned as part of the Cedarburg Road/STH 57 resurfacing project anticipated in 2022.

Fiscal Impact

No impact to the Utility is anticipated. The property owner will have an increase in metered flow and corresponding increase in user charges.

Recommendation

Staff recommends that the Sanitary Utility District Commission favorably endorse and the Common Council approve a Resolution that allows Industrial Facility User SPI Lighting to Discharge an Additional 1,500 Gallons of Wastewater per day into the City’s Sanitary Sewer System, pursuant to additional terms contained in the Resolution.

Attachments:

Exhibit A - 2019_11_26 - RO reroute request - SPI Lighting (PDF)

Exhibit B - MMSD Rules, Chapter 11 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3686

A Resolution Allowing SPI Lighting, 10400 N. Enterprise Drive, to Discharge an Additional 1,500 Gallons of Industrial Wastewater Per Day into the City of Mequon's Sanitary Sewer System

A. The City of Mequon Code of Ordinance, Section 86-134 states that “No industrial wastes shall be discharged, either directly or indirectly, into the sewage system without the prior written approval of the council.”

B. On November 26, 2019, staff received a letter to request that SPI Lighting, located at 10400 North Enterprise Drive, be allowed to discharge 1,500 gallons per day of their reverse osmosis concentrate into the City's sanitary sewer system.

C. On January 22, 2018, the Milwaukee Metropolitan Sewerage District revised rules on prohibited discharges and non-contact cooling water, and require a governmental unit to evaluate sewer capacity and provide a conclusion to allow or disallow the discharge.

D. The process water from SPI Lighting was previously discharged under the Wisconsin Pollution Discharge Elimination System General Permit WI-0046540-5.

E. Staff has received the laboratory analytical data on the SPI Lighting process water and determined that the trace amount of wastewater constituents listed in the report are not of a deleterious nature and would not adversely impact the sanitary sewers.

F. In addition, the proposed discharge of 1,500 gallons per day would not adversely impact the capacity of the sanitary sewer system during dry weather conditions.

G. The goals of the Sewer Utility are to provide reliable sanitary sewer service, to limit sanitary sewer overflows during peak flow conditions, and to reduce basement flooding.

H. The City has established agreements with facilities to prohibit and/or limit discharge during wet weather events when reasonably possible.

I. City staff recommends that process water be allowed for discharge into the sanitary sewer on the condition that this Industrially-Zoned Facility, SPI Lighting, located at 10400 North Enterprise Drive, limit the batch flows and discharge into the City's sanitary sewer 24 hours or more after a rainfall event with a precipitation amount greater than or equal to 1-inch of accumulation.

J. The Sewer Utility District Commission at its meeting on January 14, 2020 endorsed staff's recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

SPI Lighting, located at 10400 North Enterprise Drive, be allowed to discharge an additional 1,500 gallons per day into the sanitary sewer on the condition that batch flows discharged into the City's sanitary sewer only occur during dry weather, or at a time greater than 24 hours or more after a rainfall event with a precipitation amount greater than or equal to 1-inch of accumulation.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk



November 26, 2019

Project Reference #2901

Ms. Kristen Lundeen
 Director of Public Works
 10800 Industrial Dr,
 Mequon, WI 53092

**RE: SPI Lighting
 Request to Discharge Reverse Osmosis Concentrate**

Dear Ms. Lundeen:

The SPI Lighting facility located 10400 North Enterprise Drive in Mequon is currently authorized to discharge reverse osmosis (RO) concentrate to the storm sewer under WPDES General Permit No. WI-0046540-5 issued by the Wisconsin Department of Natural Resources.

The WDNR has recently revised this general permit to include significantly more monitoring requirements and more stringent discharge limits (on chlorine and chloride, among others). The RO discharge at SPI Lighting may not meet the chlorine limit and they are, therefore, intending to re-route the discharge to the sanitary sewer upon authorization from Mequon and Milwaukee Metropolitan Sewerage District (MMSD). In accordance with Chapter 11 of the MMSD Rules, SPI Lighting must obtain approval from Mequon followed by approval from the MMSD in order to re-route the discharge to the sanitary sewer.

Enclosed please find the completed MMSD form requesting approval of SPI Lighting's RO discharge to the sanitary sewer. As indicated on the form, the facility currently discharges an average of approximately 1,500 gpd based on flow data collected from 2016-2019. The system only discharges when it is actively generating RO water which is stored in a holding tank until utilized in processes.

Please contact me at 414/643-4141 if you have questions.

Sincerely,

THE SIGMA GROUP, INC.

Kristi L. Linsmeier, P.E., CHMM
 Senior Engineer

cc: Adam Bailey – SPI Lighting

Attachment: Exhibit A - 2019_11_26 - RO reroute request - SPI Lighting (RESOLUTION 3686 : A Resolution to Allow the Industrial Facility, SPI



Milwaukee Metropolitan Sewerage District
260 W. Seeboth Street
Milwaukee, WI 53204-1446

**Request to Discharge Non-Contact Cooling Water (NCCW)
as required by MMSD Rules, secs. 11.204 and 11.401**

Instructions

Use this form to request permission to discharge single pass cooling water, cooling tower blowdown, reverse osmosis concentrate, condensate from high pressure air or steam systems, or other similar types of wastewater that are neither process nor domestic wastewater and if the discharging facility is in the combined sewer area and riparian to waters of the state or in the separated sewer area. Approval must be obtained from both the governmental unit (e.g. city, village) that owns the receiving sewers at the point of discharge (referred to as "receiving municipality" for the purposes of this form) and MMSD prior to discharge

The requestor completes Sections 1 and 2. Next, the requestor submits this form to the receiving municipality. The receiving municipality should complete Section 3 and return the form to the requestor. The receiving municipality may establish discharge conditions to prevent capacity problems in the receiving sewer. The requestor submits this form to the District. District staff will review the request and complete Section 4. Copies of the final request, including authorization or denial, will be distributed to the requestor and receiving municipality.

Forms should be e-mailed to IWPP@MMSD.com or mailed to: MMSD, Attention: IWPP, 260 W. Seeboth Dr., Milwaukee, WI 53204. Attach additional information as necessary. Signatures may be electronic. Alternative forms are acceptable to the District if they are acceptable to the receiving municipality and if the District receives the required information.

Additional discharges will be subject to sewer user charges. Requestors must provide an updated water balance form along with this form. The water balance form can be found at: <https://www.mmsd.com/government-business/rules-regulations/forms>

Section 1. Facility Information

Facility Name	SPI Lighting		
District Customer ID or Permit number (if applicable)	21.07		
Facility Physical Address	10400 North Enterprise Mequon, Wisconsin 53092		
Facility Mailing Address	10400 North Enterprise Mequon, Wisconsin 53092		
Corporate Official Name	Adam Bailey	Title	Maintenance Manager
Email	abailey@spilighting.com	Phone Number	+1 (262) 242-1420
Technical Contact	Adam Bailey	Title	Maintenance Manager
Email	abailey@spilighting.com	Phone Number	+1 (262) 242-1420

Section 2. Proposed Discharge Information

Description of NCCW, such as single pass cooling, cooling tower blowdown, reverse osmosis concentrates, and other.

Reverse osmosis concentrate

Discharge (fill in all that applies):

Continuous Discharge:	GPM	Hours/Days	Days Per Week
Batch Discharge:	Gallons 1500	Frequency Daily	

Water source. Check all that apply. If the water is from more than one source, indicate the approximate percentages of each.

- Surface Water
- Private Well 100
- Municipal potable supply
- Other

Describe any treatment chemicals such as biocides or rust inhibitors, and dosages. Attach SDS if available

None

Date discharge would commence 12/20/2019

A corporate official must sign the following certification.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature Field 

Date/Time Field Nov 26, 2019

Section 3. Review by Receiving Municipality

I have reviewed this request and the proposed discharge is:

- Approved without conditions
- Approved with the following conditions
- Denied for the following reasons

Print Name

Title

Date

Signature Field

Section 4. MMSD Review

I have reviewed this request and the proposed discharge is:

- Approved without conditions
- Approved with the following conditions
- Denied for the following reasons

Print Name

Title

Date

Signature Field

Milwaukee Metropolitan
Sewerage District

Discharge Regulations and Enforcement Procedures

MMSD Rules, Chapter 11

Created August 18, 1982
Amended September 22, 1983
Repealed and Recreated June 22, 1992
Amended December 16, 1996 (sec. 11.203)
Amended January 26, 1998 (sec. 11.810)
Amended January 26, 2004 (sec. 11.214)
Amended April 25, 2005 (secs. 11.102, 11.202, 11.203, 11.204, 11.602, and 11.605)
Amended April 30, 2007 (secs. 11.212, 11.413, 11.417, 11.810)
Amended January 15, 2010 (secs. 11.708, 11.814, 11.816, 11.817)
Amended December 21, 2015 (secs. 11.202, 11.203, 11.417, 11.603, 11.804, and 11.811)
Amended January 22, 2018 (secs. 11.202(10) and 11.204)

Attachment 1

Amendments to MMSD Rules, Chapter 11

1. Section 11.202(10) is amended to read:

11.202 Prohibited Discharges

Users may not discharge to the sewerage system:

* * *

(10) at any site that is either served by a separate storm water conveyance system or riparian to waters of the state:

(a) storm water, surface water, or groundwater, except when a remedial action undertaken according to the requirements of the Department or the U.S. Environmental Protection Agency requires the removal of this type of water and a direct discharge to waters of the state would impose unreasonable costs or delays;

(b) roof runoff; or

(c) subsurface drainage;

~~(d) single pass cooling water, cooling tower blowdown, or reverse osmosis concentrate, if the District finds that a discharge has caused or contributed to an overflow or basement flooding, except as provided in subpar 1 and 2:~~

~~1. If a storm sewer is not available, then a user may discharge cooling tower blowdown and reverse osmosis concentrate from December 1 to March 31 and any other period when necessary to protect the public health, welfare, or safety.~~

~~2. Users may discharge single pass cooling water from small scale bench top condensers, except as provided in par. (e)(2).~~

~~(e) from sources constructed after May 1, 2005:~~

~~1. condensate from compressed air or process steam systems, and~~

~~2. single pass cooling water from small scale bench top condensers; or~~

~~(f) any other wastewater for which the Department has issued a general WPDES permit;~~

2. Section 11.204 is created to read:

11.204 Noncontact Cooling Water

- (1) If a user is served by a combined sewer and not riparian to waters of the state, then the user may discharge noncontact cooling water to the sewerage system, subject to the prohibitions of sec. 11.202 and the limits of sec. 11.203.
- (2) If a user is served by separated sewers or is riparian to waters of the state, then the user may discharge noncontact cooling water to the sewerage system, subject to the prohibitions of sec. 11.202 and the limits of sec. 11.203, and according to the following conditions.
 - (a) The user has provided estimates of its average and maximum discharge rates to the governmental unit that owns the sewer that will receive the discharge;
 - (b) The governmental unit has:
 1. evaluated sewer capacity,
 2. concluded that capacity is likely to be available under all foreseeable conditions or needs to be interrupted during peak flow conditions to reduce the risk of overflows or basement flooding, and
 3. provided this finding in writing to the user;
 - (b) The user notifies the District of its intent to discharge noncontact cooling water, provides the finding of sufficient capacity from the governmental unit, and provides updated total facility discharge information to the District, according to MMSD Rules, sec. 17.401; and
 - (c) The District notifies the user that the discharge is approved. If a governmental unit has recommended interruption during peak flows, then the approval will identify the conditions when discharge is not allowed.



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-8150
 Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Sewer Utility District Commission

TO: Common Council
FROM: Kevin Driscoll, Deputy Director of Utilities
DATE: January 14, 2020
SUBJECT: RESOLUTION 3687 A Resolution Adopting a Program Policy to Reduce Inflow and Infiltration from Private Property Sources

Background

The City of Mequon has a history of Private Property Inflow and Infiltration (PPI/I) reduction. In 2019, the City completed a study report that established priority areas for additional PPI/I Projects (as shown in Exhibit A). This report followed implementation of a project in 2017 in the areas of North West Shoreland Drive, Corey Lane and Lake Shore Road to reduce inflow and infiltration. These reports can be found on the City's webpage at the following link: <https://www.ci.mequon.wi.us/publicworks/page/utility-engineering-projects>

Prior to implementation of the 2017 lateral lining project, a policy was established in 2015 specifically for that Pilot Project. The policy established that participation by property owners was voluntary and a Clear Water Compliance Inspection was required (as shown in Exhibit B). In addition, a financial incentive was established so that property owners incurred no cost to participate.

For the 2017 project, the participation rate was 90%, with 40 of 45 eligible residences volunteering for clear water compliance inspections and building sewer lateral examinations. Outreach to gain volunteer participation was achieved by going door to door, hosting public information meetings, and sending letters to residents and property owners.

The City's history with PPI/I reduction projects started before this Pilot Program. Prior to the most recent lateral lining work, in 2009 lateral grouting was completed. Also from 1999 to 2002, smoke testing of laterals was conducted, and as a result a number of laterals were rehabilitated to reduce sources of inflow and infiltration on private property.

Analysis

Staff is requesting concurrence from the Sewer Utility District Commission regarding the recommended 2020 PPI/I project approach and approval of a revised Program Policy to Reduce Inflow and Infiltration from Building Sewers. The City's 2019 PPI/I Report Study established priority areas for additional PPI/I Projects, however the City's 2015 policy was project specific and that project was already implemented in 2017. The previous policy resulted in 90% participation, and this policy can be considered for use as a model template for additional PPI/I reduction projects, with minor revisions.

Staff introduces this policy item to the Commissioners to clarify and revise the policy so that it

applies to the priority areas for additional, identified PPI/I Projects. Once the City's PPI/I policy is established for the priority areas, then outreach with eligible property owners and residents can be achieved with consistent communication based on established policy. The changes to the previous policy include limited modifications. These modifications include revising the title to reflect a Program Policy, rather than a Project Policy. In addition, multiple technologies may be included that best fit lateral rehabilitation(s). This may include lining and grouting options as previously used in Mequon. All other Policy aspects remain intact including volunteer participation, a Clear Water Compliance Inspection, and a financial incentive.

As shown in Exhibit C, the draft policy resembles the previously approved policy with two changes. The first revision is a change to modify the title from a "Project Policy" to a "Program Policy". The second revision is to allow additional rehabilitation technologies, including "grouting".

Upon approval, staff will proceed with outreach to property owners and schedule public information meetings. In addition, staff plans to request quotes for examination services to televise the City-owned portion of the laterals, and examine private property laterals for volunteer participants.

Fiscal Impact

No costs are associated with the PPI/I Program Policy revisions.

The costs associated with the City's PPI/I program are reimbursable. Of the \$2,610,440 allocated to the City of Mequon, \$2,116,959 remains. MMSD policy placed a 20% cap on investigation costs including study reports, examinations, inspections and consultant services. The 2014 investigation and 2019 study report used \$117,788. Of the \$522,088 allowed for investigations, \$404,300 remains.

Upon approval of an updated policy, staff will begin outreach and will request quotes for examinations in the priority areas. Staff estimates that for 460 lateral exams at approximately 125 feet per each lateral at \$5 per foot, these investigations will cost approximately \$287,500.

In addition, a consultant contract to review the exams is estimated at approximately 20% of that amount, or \$57,500 to review 57,500 feet of lateral exam footage to identify defects and prepare a site condition report that includes recommendations of any necessary corrective measures.

Based on the City's current fee schedule, Clear Water Compliance Inspections are \$61 per each as completed by the City Inspections staff, or \$28,060.

Also, any of the amount remaining under the 20% investigative cap amount can be used for construction and inspection during the PPI/I implementation phase of the project.

Recommendation

Staff recommends that the Sewer Utility District Commission adopt revisions to the City of Mequon's PPI/I Reduction Program Policy and the Common Council approve any revisions to the resolution adopting a Program Policy for Inflow and Infiltration Reduction from Private

Property Sources.

Attachments:

Exhibit A - Prioritized Areas (PDF)

Exhibit B - Clear Water Compliance Inspection Form (SAMPLE) (PDF)

Exhibit C - PPII Program Policy (DRAFT) (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3687

A Resolution Adopting a Program Policy to Reduce Inflow and Infiltration from Private Property Sources

A. The City of Mequon has the ability to use Milwaukee Metropolitan Sewerage District (MMSD) Private Property Inflow and Infiltration reimbursement to complete eligible work on private property.

B. On June 2, 2015, the City of Mequon approved Resolution 3310 to adopt a Policy for a Private Property Inflow and Infiltration reduction project, and this project was implemented in 2017.

C. On October 22, 2019, the City of Mequon approved a resolution to adopt a Study Report that prioritized areas to implement additional Private Property Inflow and Infiltration Projects as part of the 2011-2020 MMSD funding cycle.

D. The lateral rehabilitation program shall be voluntary and will address defects in both public and private portions of the sanitary lateral.

E. The lateral rehabilitation program policy addresses televising and inspection, financial incentives for construction, performance measures, information and education, and work schedule and warranty.

F. Staff recommended, and the Sewer Utility District Commission at its meeting on January 14, 2020, favorably endorsed a revised PPI/I Program Policy to include various methods such as lateral lining, grouting and relay to address inflow and infiltration reduction for the priority areas.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon that:

The Program Policy for the reduction of inflow and infiltration from private property sources be established.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

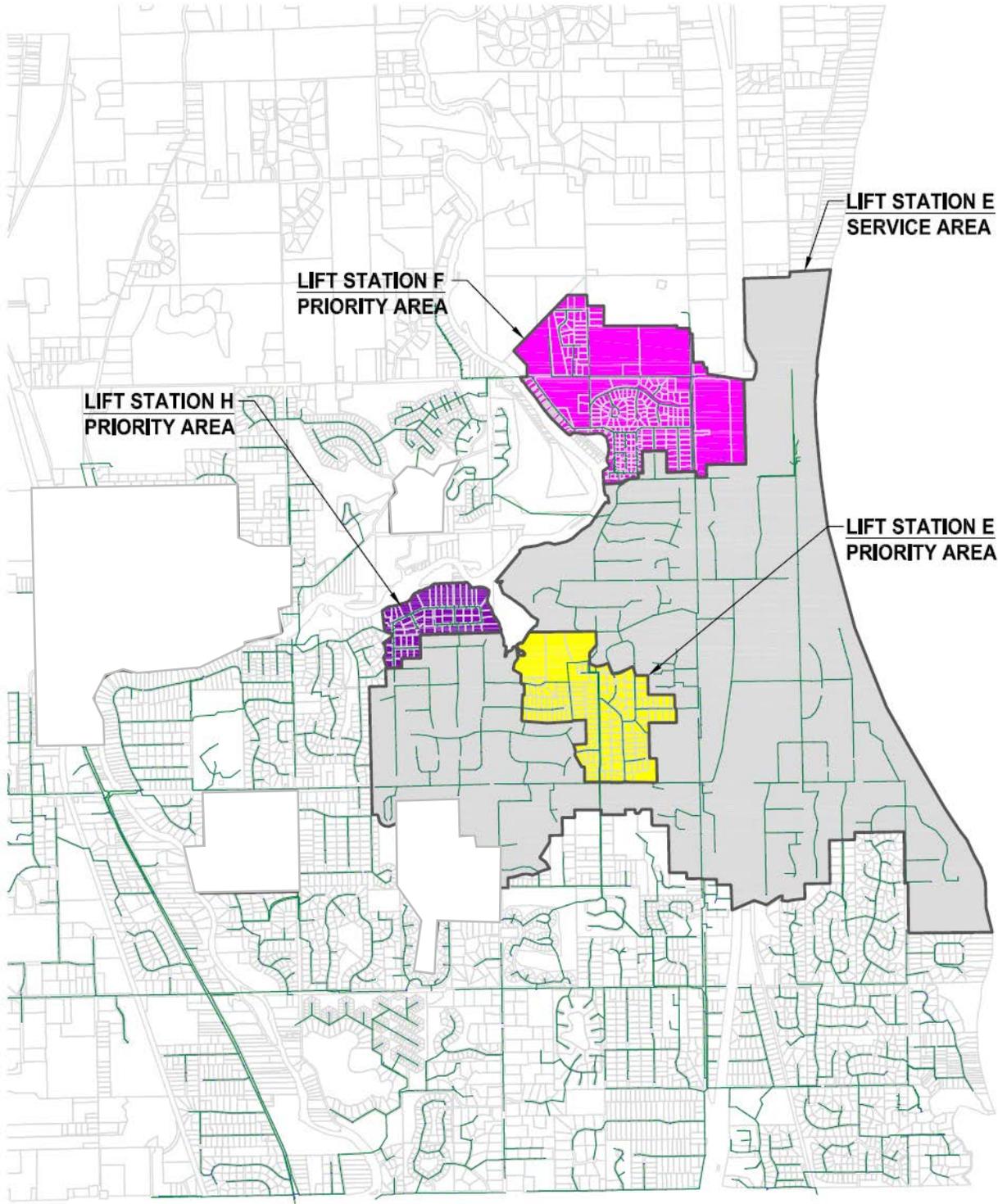


Exhibit A. Priority Areas for PPI/I Program

Excerpt from
City of Mequon
PPI/I Investigation Report
September 9, 2019

CITY OF MEQUON CLEAR WATER COMPLIANCE 11333 N CEDARBURG ROAD MEQUON, WI 53092	Inspection Dept. Use Only
	Permit #
	Tax Key No.:

ADDRESS: _____
Property to be Inspected

TYPE OF OCCUPANCY _____

CURRENT OWNER: _____

OWNER ADDRESS: _____
Number Street City State Zip

I have read the City of Mequon Policy for the Private Property Inflow and Infiltration (PPI/I) Redution Program and agree to the general procedures, work schedule and warranty, and agree to participate in this voluntary program.

Signature of Owner Date Phone #

CLEAR WATER COMPLIANCE CERTIFICATE

Date

Issued To: _____

Address: _____

For the premises located at: _____
in Mequon, Wisconsin. This Certificate of Compliance allows sanitary lateral rehabilitation to proceed as determined by a visual inspection of the premises including any sump pump downspouts and trench drains. Neither the City of Mequon, the Building or Plumbing Inspector, nor the City Engineer, assumes any liability in or as a result of the inspection or issuance of this Certificate of Compliance.

Not valid without signature of inspector

Attachment: Exhibit B - Clear Water Compliance Inspection Form (SAMPLE) (RESOLUTION 3687 : A Discussion on 2020 PPI/I Approach and

SAMPLE - COMPLETED BY OTHERS
(City of Mequon Inspection Division)

CLEAR WATER COMPLIANCE INSPECTION CHECKLIST

Address:	Date:	Permit No.:
No. of Laterals: <input type="checkbox"/> Sanitary <input type="checkbox"/> Storm	Inspection due to: <input type="checkbox"/> PPII Program <input type="checkbox"/> Complaint	
Footing Drain Tile: <input type="checkbox"/> Installed prior to 1952 <input type="checkbox"/> Installed after 1952	<input type="checkbox"/> Connected to Storm <input type="checkbox"/> Connected to Sanitary	
Downspouts: <input type="checkbox"/> Discharge to Grade <input type="checkbox"/> Connected to Storm	<input type="checkbox"/> Connected to Sanitary <input type="checkbox"/> Other _____	
Sump Pumps: <input type="checkbox"/> Discharge to Grade <input type="checkbox"/> Connected to Storm	<input type="checkbox"/> Connected to Sanitary <input type="checkbox"/> Other _____	
Palmer Valve: <input type="checkbox"/> Connected to Sanitary Sewer	<input type="checkbox"/> Unable to determine if valve exists	
<p>Clear Water Compliance Certificate cannot be issued until the items checked below have been remedied.</p> <p>* Items marked with an asterisk require a licensed plumber and permit.</p>		
<input type="checkbox"/> * Disconnect sump pump from sanitary sewer and discharge to grade or storm sewer		
<input type="checkbox"/> * Disconnect downspouts from sanitary sewer, connect to storm sewer or discharge to grade		
<input type="checkbox"/> Extend downspouts at least six feet from building; water must flow away from building		
<input type="checkbox"/> City of Mequon Department of Public Works will run dye test on downspouts to determine where downspouts discharge		
Inspector's Comments:		
<p>Appeal of Inspector's Order</p> <p>Any owner or occupant of the premises feeling aggrieved by the issuance of non-compliance notice may appeal to the Board of Appeals by following procedures set forth in the Zoning Code.</p>		
<p>SAMPLE - COMPLETED BY OTHERS (City of Mequon Inspection Division)</p>		<p>City of Mequon Inspection Division</p> <p>(262) 236-2909</p>

**PROGRAM POLICY FOR INFLOW AND INFILTRATION REDUCTION
FROM PRIVATE PROPERTY SOURCES**

* * * * *

MEQUON, WISCONSIN

I. GENERAL

The City of Mequon has the ability to use Milwaukee Metropolitan Sewerage District (MMSD) Private Property Inflow and Infiltration reimbursement to complete eligible work on private property. By ordinance, the portion of the sanitary lateral in the public right of way (R.O.W.) is owned by the City of Mequon. The lateral rehabilitation program offered shall be voluntary and will include addressing problems in both public and private portions of the sanitary laterals.

II. PROCEDURES

1. Televising and Inspection

The City will offer lateral televising to all properties in the pre-determined area. This portion of the program will be offered as a larger neighborhood information program regarding televising, findings and suggested rehabilitation. The cost of the televising will be reimbursed by MMSD's PPI/I reimbursement fund.

The City will review the televising reports and develop individual rehabilitation methods to fix each specific lateral. Rehabilitation methods include, but are not limited to: lateral lining, grouting and lateral replacement. Based on the findings, the property owners will have the option to participate in the lateral rehabilitation portion of the program. A lateral condition report will be filed in the property file.

The property owner, by accepting the televising inspection, shall participate in a clear water compliance inspection on their property. The cost of the clear water compliance will be reimbursed by MMSD's PPI/I reimbursement fund. The clear water compliance report will be filed in the property file. Any illegal connections found in the clear water compliance inspection shall be repaired at the cost of the property owner within 60 days after receiving the findings letter.

2. Financial Incentive for Construction

If lateral lining is deemed appropriate by the City, the City will pay the entire cost of lateral lining in the public right of way and on private property. This cost will be reimbursed by MMSD's PPI/I reimbursement fund.

If spot repairs of the lateral or if replacement of the entire lateral is deemed necessary, the City will pay the cost of spot repairs and replacement or spot repairs and lining, whichever is less.

If lining or grouting is recommended and the property owner prefers replacement the property owner shall pay the difference between lining and replacement costs, as approved by the City. The lining or grouting cost will be reimbursed by MMSD's PPI/I reimbursement fund but the additional cost for replacement will not be reimbursed.

3. Performance Measures

The City will use the percentage of laterals fixed and the type of defects removed as a performance measure. The City will also determine the cost benefit ratio between the amount of I/I removed and the amount dollars spent. The metrics of laterals fixed, type of defects removed and the cost/benefit ratio will determine the success of the project and whether the City invests in subsequent pilot projects or creates a City wide PPI/I program.

4. Information and Education

- a. **Pre-Project Letter** - An initial letter will be sent to the pre-determined area describing the project. An initial Public Information Meeting (PIM) will be scheduled. If property owners cannot make the PIM they will be able to set up an individual meeting with the Deputy Director of Public Works to explain the project.
- b. **Notice Regarding Televising** - Door hangers will be hung on affected properties 24-48 hours prior to televising work to notify property owners.
- c. **Findings and Pre-Construction Letter** - A findings letter and inspection report will be sent once inspection is complete. A second Public Information Meeting (PIM) will be scheduled to help property owners understand the findings and discuss the upcoming project. If property owners cannot make the PIM they will be able to set up an individual meeting with the Deputy Director of Public Works to explain the results and construction portion of the project.
- d. **Notice Regarding Construction** - Door hangers will be hung on affected properties 24-48 hours prior to construction work to notify property owners.
- e. **Final Letter** - A final letter with a final condition report will be sent to the property owner. The final condition report will also be filed in the property file.
- f. **Warranty Information-** A final condition report will be sent to the current property owner after the three year warranty period inspection.

III. WORK SCHEDULE & WARRANTY

A property owner may choose to participate or not participate at any time during the the pilot project duration. Once the City determines that the contractor has reached substantial completion of the construction project, a property owner will no longer be eligible for the program.

The work shall be warrantied for at least 3 years against workmanship and material defects. The three year period will be defined as 3 years after the date on the Certificate of Substantial Completion. The contractor, at their cost, shall televise the laterals that were rehabilitated at the end of the three year period and a copy of that report shall be sent to the current property owners and filed in the property file.



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: January 14, 2020
SUBJECT: ORDINANCE 2019-1555 An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres

Background

On December 10, 2019 the Common Council voted to deny Ordinance 2019-1555 to rezone the property located at the southwest corner of North Birchwood Lane and West Hemlock Lane from R-1 to R-1B. Alderman Mayr has asked to reconsider the item in accordance with Section 2-30 (b) of the Municipal Code which states the following (see attached correspondence from Alderman Mayr):

“It shall be in order for any alderman voting in the majority to move for a reconsideration of the vote on a question at the meeting during which the vote was taken or at the next succeeding regular meeting, but not otherwise. However, no ordinance may be subject to a motion to reconsider once published and effective pursuant to the provisions of Wis. Stats. § 62.11(4)(a), nor may action of the council be subject to a motion to reconsider after such time as legal rights and obligation have arisen resulting from or by virtue of the action. The confirmation of the appointment of city officials shall not be subject to a motion to reconsider. A motion to reconsider being put and lost shall not be renewed.”

The materials related to this ordinance from the Common Council’s December 10 meeting and the original Ordinance are attached for reference.

Proposed Amendment by Developer & Associated Material

The Developer, Bonniwell Lakes Real Estate LLC, has submitted an amended proposal for four (4) lots with a deed restriction (please see attached correspondence and revised layout). In the event that Council considers the amendment, staff has provided a draft ordinance related to such. These materials are provided in Exhibit F.

Attachments:

Mayr Reconsideration (PDF)

December Common Council DRAFT Minutes and Packet Material (PDF)

Exhibit A: Zoning Map (PDF)

Exhibit B: Plat(PDF)

Exhibit C: Plat with Aerial Photo (PDF)

Exhibit D: City Attorney Memo (DOC)

Exhibit E: Protest Petition (PDF)

Exhibit F: Proposed Amendment by Developer (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2019-1555

An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statutes, the City of Mequon, is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote made a recommendation to approval on the 9th day of September, 2019.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 10th day of December, 2019.

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

SECTION I

Following recommendation of the Planning Commission on September 9, 2019, and after due notice and hearing by the Common Council of the City of Mequon on December 10, 2019, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to R-1B (Residential 2.5 Acre) and the Land Use Plan map to Residential 1.5-5 Acre subject to the following conditions:

1. Common Council approval of the rezoning and land use plan amendment.
2. Common Council approval of the Development Agreement.
3. Common Council approval of the Right-of-Way Dedication.
4. Access to Lot 5 shall be shared with Lot 6 from Lakeshore Drive.
5. Compliance with the Tree Preservation Ordinance.
6. All buildings shall maintain a minimum building setback of 50' from the public road right-of-way, a minimum 50' offset to the south property line and all other offsets are 25', with increased offsets on lots adjacent to wetlands as required by the Department of Natural Resources (DNR).
7. The development shall comply with preliminary plat, development agreement, and final plat requirements.
8. Architectural design of residential buildings shall comply with the Architectural Review

Board's publication entitled "Guidelines for Residential Structures" and are subject to the Architectural Review Board.

9. Street trees are subject to the approval of the Tree Board and Planning Commission.
10. Street lighting, if proposed, is subject to the approval of the Planning Commission.
11. The applicant shall submit an electronic file for the proposed preliminary plat in a format compatible with AutoCAD 2015 dwg or dxf in the Wisconsin State Plane Coordinate system - South Zone (NAD 83).
12. Street names shall be shown on the preliminary plat.
13. Engineering Division review and approval of grading, drainage, stormwater management, and erosion control plans in conformance to City ordinances and the Standard Specifications for Land Development.
14. Applicant shall provide a soil evaluation report verifying that each of the 6 lots may be served via approved private onsite wastewater system.
15. Fire Department approval of the number and location of fire cisterns. Alternatively, a fee in lieu of fire cistern(s) can be accommodated through the Development Agreement.
16. Wetland setbacks shall be shown on the preliminary plat.
17. Application for and approval of a City erosion control permit, subject to applicable fees and conditioned upon WDNR issuance of a WRAPP permit.
18. Application for and approval of a City Filling and Excavation Permit.
19. Approval of a stormwater 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.
20. 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).

SECTION II

The terms and provision of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

Approved by: John Wirth, Mayor

Date Approved: January 14, 2020

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2020.

Caroline Fochs, City Clerk

Published: _____

Kimberly Tollefson

From: Caroline Fochs
Sent: Tuesday, January 07, 2020 1:12 PM
To: Kimberly Tollefson
Subject: FW: Form submission from: City Clerk's Office Contact Form

From: Mequon Wisconsin via Mequon Wisconsin <webmaster@ci.mequon.wi.us>
Sent: Thursday, December 12, 2019 3:46 PM
To: Caroline Fochs <cfochs@ci.mequon.wi.us>
Subject: Form submission from: City Clerk's Office Contact Form

Submitted on Thursday, December 12, 2019 - 3:46pm Submitted by user: Visitor Submitted values are:

Select Recipient Caroline Fochs

First Name Dale

Last Name mayr

Email Address dmayr@not2newman.com

Message

Carloine

i am requesting to reconsider my positive vote, on the prevailing side, to the motion to deny the rezoning of the land use map as listed for consideration in Ordinance 2019-1555.

i am also requesting that the reconsideration be put on the January 14th agenda and Ordinance 2019-1555 also be included in that agenda..

Dale Mayr

Alderman 3rd District

Mequon WI.

Attachment: Mayr Reconsideration (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

DRAFT DECEMBER COMMON COUNCIL MINUTES EXCERPT
AND
DECEMBER COMMON COUNCIL PACKET MATERIALS

Attachment: December Common Council DRAFTMinutes and Packet Material (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)



draft

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

www.ci.mequon.wi.us

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Tuesday, December 10, 2019 - 7:30 PM
or immediately following the
Sewer Utility District Commission meeting
Christine Nuernberg Hall

Minutes

1) Call to Order, Pledge of Allegiance, Roll Call

Mayor Wirth called the meeting to order at 7:32 PM.

Present:

Mayor John Wirth
Alderman Robert Strzelczyk
Alderman Glenn Bushee
Alderman Dale Mayr
Alderman Jeffrey Hansher
Alderman Mark Gierl
Alderman Brian Parrish
Alderman Kathleen Schneider
Alderman Andrew Nerbun

Also present: City Administrator Jones, City Attorney Sajdak, Assistant City Administrator Schoenemann, City Clerk Fochs, City Engineer/Public Works Director Lundeen, Community Development Director Tollefson, Assistant Director of Community Development Zader, Finance Director Watson, Assistant Finance Director Krueger, Chief of Police Pryor; Fire Chief Bialk, IT Director McCaw, Parks and Forestry Superintendent Geis; Linda de la Mora; press and interested public.

2) Public Hearing:

ORDINANCE 2019-1555 - An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres; Recommended by Planning Commission September 9; First Reading at Common Council October 15, 2019.

Motion to open the public hearing for **ORDINANCE 2019-1555**.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Mayr

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

The following people spoke against **ORDINANCE 2019-1555**: Daniel Dunar, Ellen Roberts, Doug Roberts, Tim Dunar, Louise Dernehl, Matt Sullivan, Bill Schumaker, Gloria Tsao, Tom Saeger, Judy Saeger, Ann McDonald, Carol Walicki, Howard Schlei, Carol McCoy, Beth Schumaker, Mary Ireland, Chuck Schmidt, Dan Bradley, Julia Berry, Edward King, Rob Duncan, Nick Dobrinin, Roamn Rodichev, and Alex Leykin.

Issues cited were preference for less dense and rural community with five acre minimum lots, effect of construction on their natural resources such as water and roads, protection of the aquifer, and concern for increased traffic.

The following people opposed **ORDINANCE 2019-1555** but did not wish to speak: Barbara Sandberg, James Champa, Keh Tsao, Ray Brunette, Sr., Michael McDonald, Peter Stark, Elizabeth Wiza, Wava Utt, Brian Utt, Frank Sandberg, Ravji Kumbhani,

Theo Frenkel spoke in favor of **ORDINANCE 2019-1555** supporting progress, aquifer capabilities, and responsible development.

Motion to close the public hearing for **ORDINANCE 2019-1555**.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Motion to suspend the rules and take action on **ORDINANCE 2019-1555** and **RESOLUTION 3664**.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Mayr
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

Assistant Community Development Director Zader outlined the history of the subject parcel. From Mequon's incorporation until 2000 the area was primarily zoned R-1, which at the time allowed for 2.5 acre lots. In 2000, the City Council decided to rezone all properties outside the sewer boundary to 5-acre residential.

Ms. Linda De La Mora, one of the four owners of the subject property provided a short historical summary. The property has been in the family for 76 years. The current owners have decided to develop the land and they enlisted the help of Fred Bersch and Paul Apfelbach. She requested approval of their proposed development with 2.5 acre lots and maintains that it would be consistent with the neighborhood and beneficial to the City of Mequon.

Fred Bersch provided an historical timeline of the development of the neighborhood, the land use plan map, and the 2035 Comprehensive Plan for Mequon. Maintaining the rural character of the neighborhood is a reasonable plan goal and the proposed development is consistent with that goal. Paul Apfelbach, also working with the property owners, stated that the proposed six lots are larger than the majority of the lots in the area.

Director Lundeen indicated that the incremental increase from three homes to six homes is not anticipated to have an impact on other wells in the vicinity. There are multiple aquifers and aquifers may have inhibitors, such as bedrock, that would require them to go deeper than other properties that may not.

Attorney Sajdak explained that the State legislature enacted legislation, effective January 1, 2019, eliminating protest petitions from the state code. Local protest provisions are not within Mequon's code. Therefore, a majority vote will determine the outcome.

Motion to suspend the rules and allow aldermen to speak over five minutes.

RESULT: **Approved by Roll Call Vote [6 to 2]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Parrish

AYES:	Strzelczyk, Bushee, Mayr, Gierl, Parrish, Schneider
NAYS:	Hansher, Nerbun

Alderman Gierl summarized the history of the rezoning of the property and the results of the Blue Ribbon Visioning Committee of 1999, Ordinance 2000-991, and Ordinance 2000-992. He further talked about current and previous zoning, the fragile aquifer, neighbors that have had to re-drill wells and irrigation systems.

Mayor Wirth passed the gavel to the Council President and commented on the water table in this area.

The Common Council took a short break.

Council discussion ensued on the property tax history, aquifer, draw down tests, in fill parcels, precedent setting, city-wide survey results, and fairness to property owners.

- a) **ORDINANCE 2019-1555** - An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres.

Motion to deny **ORDINANCE 2019-1555**.

RESULT: Approved by Roll Call Vote [5 to 3]
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Hansher

AYES: Bushee, Mayr, Gierl, Parrish, Schneider
NAYS: Strzelczyk, Hansher, Nerbun

3) Personal Appearances and Public Comment:

Debbie Tomczyk spoke on behalf of **ORDINANCE 2019-1559** and Collectique, a business that will be affected by the resale business ordinance. She requested minor amendments to the ordinance: 1) allow "movable" displays and 2) allow merchandise to be displayed in windows.

4) Public Officials' Reports:

- a) Mayor: The Mayor extended his thanks for the Festivals Committee for their hard work in planning the recent Winter Wonderland event at City Hall. In addition, he extended holiday wishes to all.
- b) City Administrator: None.

5) Consent Agenda:

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Strzelczyk
SECONDED BY: Alderman Nerbun

AYES: Strzelczyk, Bushee, Mayr, Hansher, Gierl, Parrish, Schneider, Nerbun

- a) Common Council meeting minutes of November 12, 2019.
b) Architectural Board meeting minutes of October 14, 2019.
c) Board of Appeals meeting minutes of May 2, 2019.
d) Board of Police and Fire Commissioners meeting minutes of November 5, 2019.
e) Festivals Committee meeting minutes of October 14, 2019.
f) Finance-Personnel Committee meeting minutes of October 15, 2019.
g) Public Safety Committee meeting minutes of October 15, 2019.
h) Public Welfare Committee meeting minutes of August 27 and October 15, 2019.



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

www.ci.mequon.wi.us

Office of Community Development

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: October 15, 2019
SUBJECT: ORDINANCE 2019-1555 An Ordinance Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres

Background

The applicant is requesting approval of a rezoning and land use plan amendment for the property located at the southwest corner of Bonniwell Road and Hemlock Lane. The requested zoning change from R-1 (Rural Residential 5-Acres)/Agricultural Overlay (OA) to R-1B (Residential 2.5-Acres) would allow for a six-lot subdivision. As part of the request, the Land Use Plan map would be changed from Rural Residential 5-Acres to Residential 1.5-5 Acres. The public hearing was originally scheduled for November but was rescheduled to December because of an error in the public notice.

History

The area between the freeway and Lake Michigan, north of Concordia was originally zoned for 2.5-acre lots. When the City-wide rezoning was initiated in 2000, all vacant land over five acres in size outside the sewer service area was rezoned to R-1 (Rural Residential) with a 5-Acre minimum lot size. One result of the rezoning was that a number of undeveloped properties with the new 5-Acre zoning standard were now adjacent to and in close proximity to existing developments that contained lots with substantially less acreage.

In January of 2012, the Common Council discussed the broader policy issue of whether to proactively rezone parcels in this area to their pre-2000 zoning category. The Council decided at the time not to proactively rezone parcels and to handle rezoning requests on an individual, or case-by-case basis.

Protest Petition

In connection with the Common Council's consideration of this item, the City is in receipt of a protest petition filed previously with the City Clerk's Office. Please see the attached memo from the City Attorney regarding the impact of this protest petition on the proposed rezoning request.

Analysis

The Land Use Plan Map designates the site as Rural Residential. Other land use designations in the area are Rural Residential as well. The surrounding parcels are zoned R-1B (2.5-Acres), R-2

(2-Acres), and R-2B (1.5-Acres). The lots in the immediate vicinity range from 1.6 to 10 acres, with a majority of the lots ranging between 2 and 3 acres in size. The proposed rezoning would result in six lots of approximately 2.5 acres in size, which would be consistent with the character of the surrounding area. The existing R-1 zoning is intended for large lot rural developments which are “not yet appropriate for development at higher densities.” The surrounding area fits this description and staff believes the R-1B zoning classification is an appropriate and more precise fit for the property as it is consistent with surrounding zoning classifications.

Fiscal Impact

The estimated project value is suggested to be \$4.5M at completion, resulting in annual tax revenue for the City of \$57,600.

Recommendation

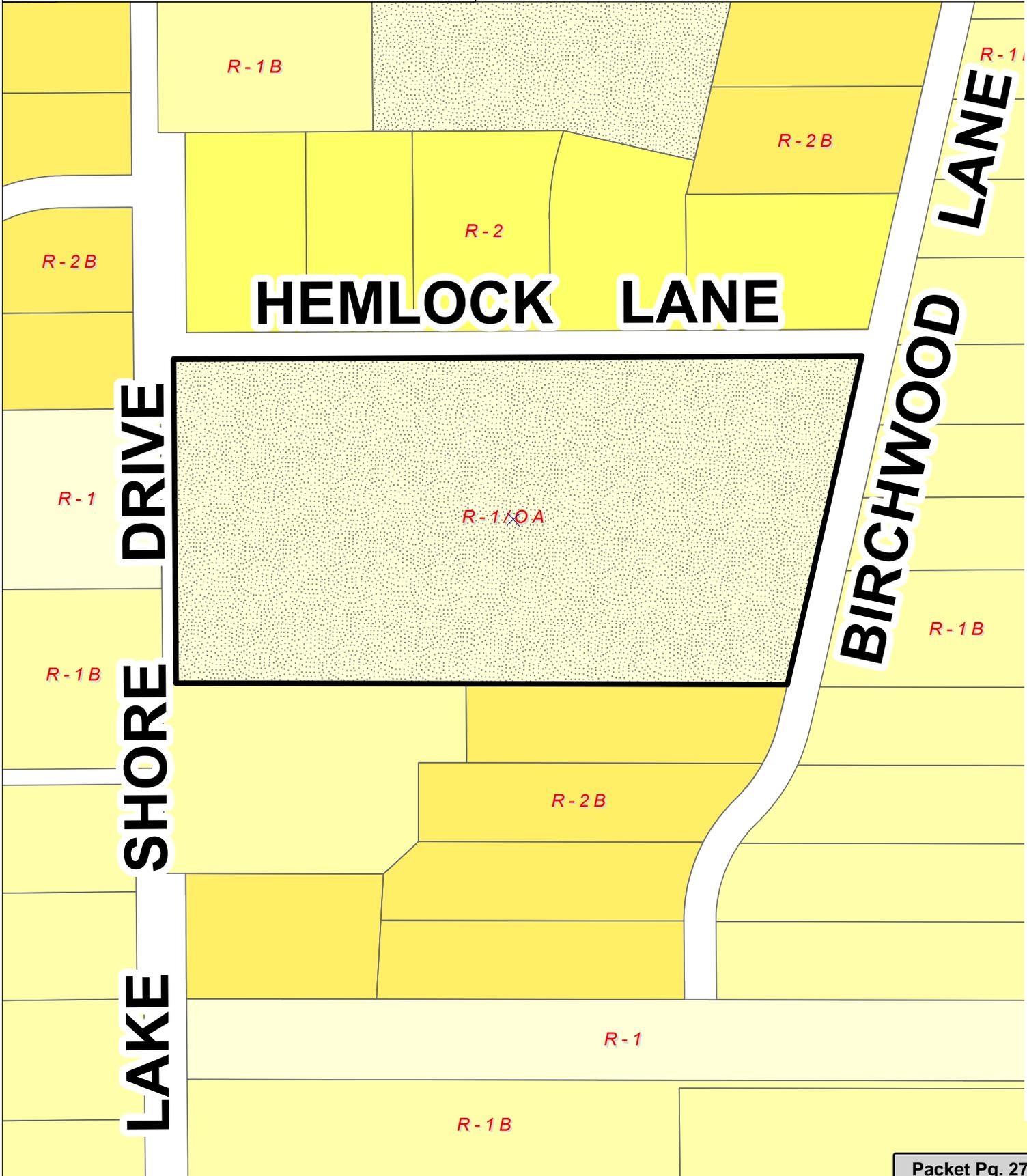
The Planning Commission recommended approval by a vote of 5-3 on September 9, 2019.

Attachments:

- Exhibit A: Zoning Map (PDF)
- Exhibit B: Plat(PDF)
- Exhibit C: Plat with Aerial Photo (PDF)
- Exhibit D: City Attorney Memo (DOC)
- Exhibit E: Protest Petition (PDF)

Fred Bersch & Paul Apfelbach

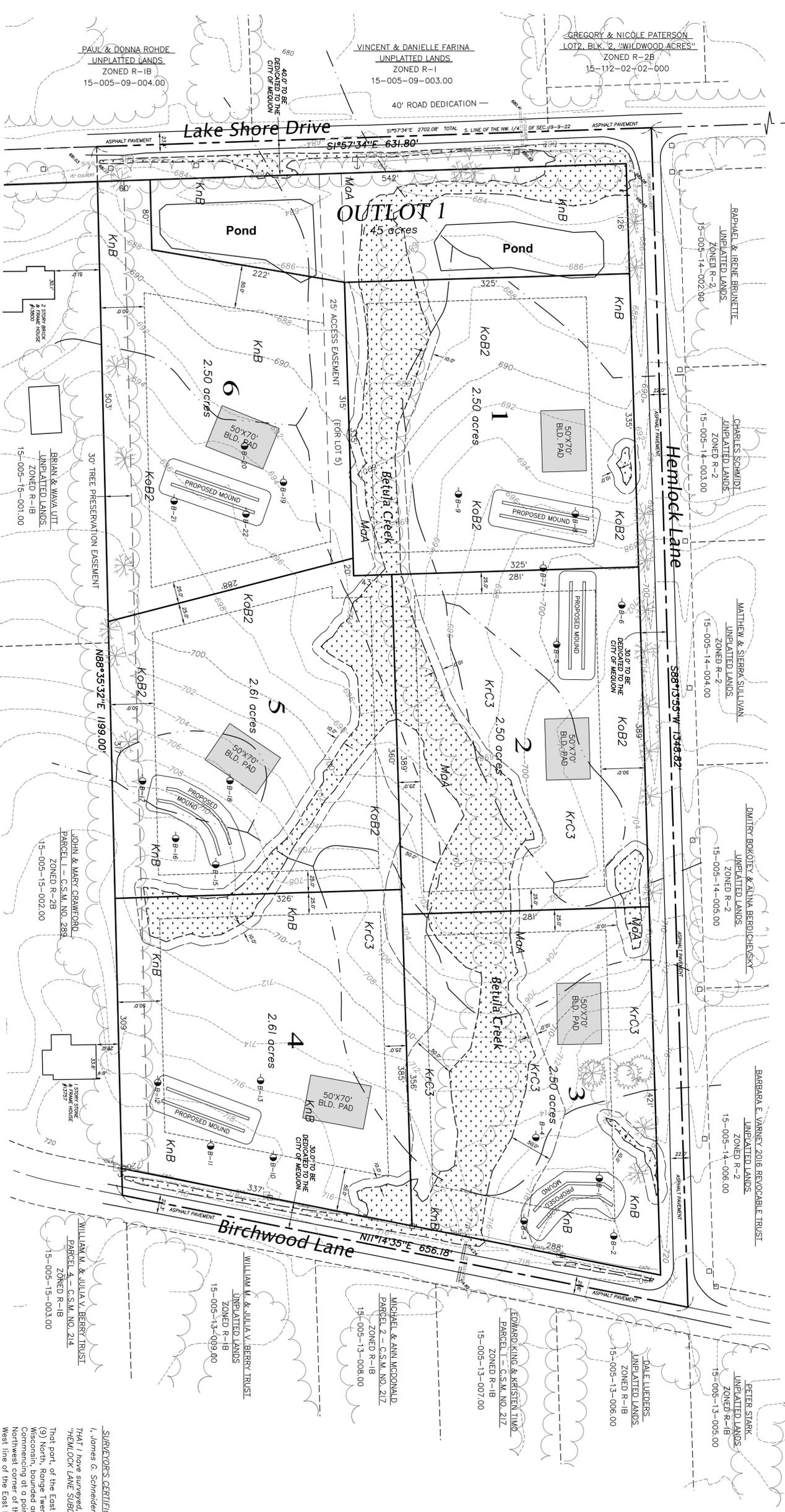
AC	Arrival Corridor	LTD	Limited Use
A-1	Agricultural Preserve	OA	Agricultural Overlay
A-2	General Agricultural	PUD	Planned Unit Development Overlay
B-1	Neighborhood Business	P-1	Park & Recreation
B-2	Community Business	R-1	Single-Family Residential (5 Ac. Min.)
B-3	Office & Service Business	R-1B	Single-Family Residential (2.5 Ac. Min.)
B-4	Business Park	R-2	Single-Family Residential (2.0 Ac. Min.)
B-5	Light Industrial	R-2B	Single-Family Residential (1.5 Ac. Min.)
B-6	Rural Industrial	R-3	Single-Family Residential (1.0 Ac. Min.)
B-7	Rural Business	R-4	Single-Family Residential (3/4 Ac. Min.)
C-1	Shoreland/Wetland Conservancy	R-5	Single-Family Residential (1/2 Ac. Min.)
C-2	General Conservancy	R-6	Single-Family Residential (4 du/Ac)
CGO	Central Growth Overlay	RM	Multi-Family Residential
FFO	Flood Fringe Overlay	TC	Town Center
FW	Floodway	TDR	Transfer of Development Rights
IPS	Institutional & Public Service		



Attachment: Exhibit A: Zoning Map (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

PRELIMINARY PLAT

"HEMLOCK LANE SUBDIVISION"
PART OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST,
IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

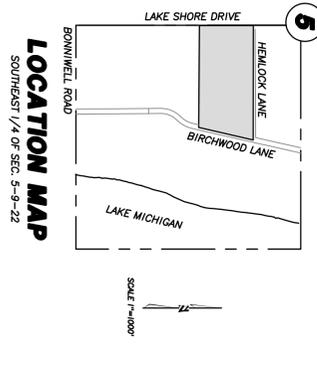


NOTES:

- 1. ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE.
2. STORM WATER POND SIZES AND LOCATIONS MAY VARY PENDING OUTCOME OF STORM WATER CALCULATIONS.
3. LOTS IN THIS DEVELOPMENT WILL USE ON-SITE SOIL ABSORPTION SANITARY SEWERAGE DISPOSAL SYSTEMS AND PRIVATE WELLS.
4. UNLESS NOTED OTHERWISE BUILDING SETBACKS ARE AS FOLLOWS: FRONT YARD = 50.0' SIDE YARD = 25.0' REAR YARD = 25.0'

APPROVING AGENCIES: CITY OF MEQUON
DIRECTING AGENCIES: DEPARTMENT OF ADMINISTRATION
SUBDIVIDER: BOWLINKER REAL ESTATE, LLC
SURVEYOR: JAMES G. SCHNEIDER

EXISTING ZONING: R-1/OA
PROPOSED ZONING: R-1B
ZONING: JAMES G. SCHNEIDER, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE PRELIMINARY PLAT OF THE 'HEMLOCK LANE SUBDIVISION', DESCRIBED AS FOLLOWS:



F.E.M.A. NOTE: THE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS DETERMINED BY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 50089B-0183 P. MAP REVISION: DECEMBER 4, 2007.

SOILS LEGEND table with columns: SYMBOL, NAME, Slopes. Includes entries for Kewaunee silt loam, Kewaunee silty clay loam, Kewaunee silty clay, and Menawa loam.

LEGEND:

- DENOTES EXISTING MAJOR CONTOURS
DENOTES EXISTING MINOR CONTOURS
DENOTES U.S.D.A. SOIL BOUNDARY
DENOTES BUILDING SETBACK LINES
DENOTES WETLAND LIMITS LINE
DENOTES WETLAND SETBACK LINE
DENOTES WETLAND AREAS
DENOTES SOIL BORING LOCATION

Property Statistics:

Total Property Area = 18.59 acres (100%)
Birchwood Ln., Hemlock Ln. & Lake Shore Dr.
Dedication Area = 1.91 acres (10.27%)
Outlot 1 Area = 1.45 acres (7.80%)
Average Lot Area = 2.54 acres x 6 = 15.23 acres (81.93%)



Dated this 12th day of August, 2019
Revised this 5th day of October, 2019

James G. Schneider, Registered Land Surveyor, do hereby certify: THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE PRELIMINARY PLAT OF THE 'HEMLOCK LANE SUBDIVISION', DESCRIBED AS FOLLOWS: That part of the East One-half (1/2) of Fractional Section Five (5), Town Nine (9) North, Range Twenty-two (22) East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows: Commencing at a point in the West line, 3389.20 feet, S 0°10'50"E, of the Northwest corner of the East 1/2 of said Section; thence S0°10'50"E, along the West line of the East 1/2 of said Section, 631.80 feet to a point; thence S89°35'35"E, on a line which is parallel to the South line of said Section, 1199.00 feet to a point; thence N13°E, on a line, 657.19 feet to a point; thence West on a line which is parallel to the north line of the East 1/2 of said Section, 1348.82 feet to the place of beginning. Reserving from the above parcel of land the West 25 feet, or more, by reason of a curve in the road; the North 25 feet and the Easterly 25 feet for road purposes.

AERIAL EXHIBIT OF

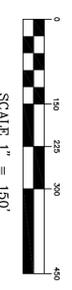
"HEMLOCK LANE SUBDIVISION"

PART OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



NOTES:

1. ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
2. STORM WATER POND SIZES AND LOCATIONS MAY VARY PENDING OUTCOME OF STORM WATER CALCULATIONS.
3. LOTS IN THIS DEVELOPMENT WILL USE ON-SITE SOIL ABSORPTION SANITARY SEWERAGE DISPOSAL SYSTEMS AND PRIVATE WELLS.
4. UNLESS NOTED OTHERWISE BUILDING SETBACKS ARE AS FOLLOWS:
 FRONT YARD (LAKE SHORE DR.) = 100.0'
 FRONT YARD = 50.0'
 SIDE YARD = 50.0'
 REAR YARD = 50.0'



NSE
 NORTH SHORE ENGINEERING, INC.
 Consulting Engineers & Land Surveyors
 1433 N. Port Washington Rd., Mequon, Wisconsin 53092
 (262) 241-9400 • FAX (262) 241-5337
www.nse-engineering.com

SUBDIVIDER:
 BONNLAKE REAL ESTATE, LLC
 C/O FRED BERSCH
 5200 W. MEQUON RD.
 MEQUON, WI 53097
 (414) 940-9912

APPROVING AGENCIES:
 CITY OF MEQUON
 OBJECTING AGENCIES:
 DEPARTMENT OF ADMINISTRATION

SUBJECT:
 JAMES G. SCHNEIDER
 NORTH SHORE ENGINEERING, INC.
 1433 N. PORT WASHINGTON ROAD
 MEQUON, WI 53092
 (262) 241-9400

ZONING:
 EXISTING ZONING: R-1/OA
 PROPOSED ZONING: R-1B



Dated this 12th day of August, 2019
 Revised this 2nd day of December, 2019

TO: Mayor and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: November 25, 2019
**SUBJECT: Protest Petitions concerning Rezoning for Tax Parcel No. 15-005-14-014.00
(De La Mora Property – Approximately 17.3 acres Located South of W.
Hemlock Lane between N. Birchwood Lane and N. Lake Shore Dr)**

The City has received protest petitions with respect to the rezoning application for the De La Mora property described above which seeks to change the zoning from R1/OA to R-1B. Under Wisconsin Statutes, a protest petition was a method to object to a rezoning by neighboring landowners. Under the Statute, if a sufficient number of neighboring landowners filed a protest petition, then the requested rezoning could only become effective with a $\frac{3}{4}$ supermajority vote of the Common Council. However, the State Legislature removed protest petitions from the Statutes in 2017 Wis. Act 243. Under Act 243, the protest petition language was repealed effective January 1, 2019. Accordingly, the prior language no longer applies to developments within Wisconsin except where the local governing body acts to adopt protest petition provisions within their local code. In reviewing the Mequon Municipal Code, the only provision for protest petitions is found within § 58-64, which applies to the “enlargement, expansion or intensification of a nonconforming use.” Thus, even with the submitted petitions, the rezoning would become effective upon a simple majority vote (5 votes in favor).

It has been suggested that, notwithstanding the removal of the protest petition language from the Statutes, the Council could elect to accept the petitions as valid. Certainly, as discussed above, the Council could adopt protest petition language that would apply to all rezoning applications. Likewise, even though the petitions here would not trigger a supermajority vote requirement, the Council is free to consider the petitions as an indication of the neighborhood's position on the rezoning just as it does with public comment during public hearings. However, the Council could not utilize the petitions here to require a supermajority vote. Wisconsin Court's have consistently held "that public policy favors the free and unrestricted use of property. Accordingly, restrictions contained in deeds and in zoning ordinances must be strictly construed to favor unencumbered and free use of property." Crowley v. Knapp, 94 Wis. 2d 421, 434–35, 288 N.W.2d 815, 822 (1980). A regulation "which purports to operate in derogation of the free use of property must be expressed in clear, unambiguous, and peremptory terms." Id. Accordingly, the Council could not impose a rule that would be subject to ambiguity and uncertainty, which would be the result of a policy where the Council choose whether to honor a petition on a case-by-case basis.

Even through the Council cannot impose a different voting requirement, some may wonder how these petitions compare to the prior law. Previously, the protest petition language was found in Wis. Stat. § 62.23(7)(d)2m.a., which provided:

In case of a protest against an amendment proposed . . . , duly signed and acknowledged by the owners of 20% or more either of the areas of the land included in such proposed amendment, or by the owners of 20% or more of the area of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20% or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such amendment shall not become effective except by the favorable vote of three-fourths of the members of the council voting on the proposed change.

In the present case, upon review of the protest petitions filed with respect to the rezoning application, it appears that the petitions would have met both standards within the statute. However, as noted above, this fact does not change the required vote to pass the rezoning.

BCS

15/18 = 83.33%

Parcel: 150051300900

10.a.7

Tax Data

Property Address: 13800 N BIRCHWOOD LANE
Owner Name/Address: JULIA V BERRY WILLIAM M & JULIA V BERRY
13800 N BIRCHWOOD LN
MEQUON, WI 53097

Parcel: 150051300800

Tax Data

Property Address: 13826 N BIRCHWOOD LANE
Owner Name/Address: MICHAEL J MCDONALD ANN H MCDONALD
13826 N BIRCHWOOD LANE
MEQUON, WI 53097

Parcel: 150051300700

Tax Data

Property Address: 13834 N BIRCHWOOD LANE
Owner Name/Address: EDWARD M KING TEMO, KRISTEN N
13834 N BIRCHWOOD LANE
MEQUON, WI 53092

Parcel: 150051300600

Tax Data

Property Address: 13848 N BIRCHWOOD LANE
Owner Name/Address: DALE LUEDERS
10815 WESTERN AVENUE
CEDARBURG, WI 53012

Parcel: 150051300500

Tax Data

Property Address: 13912 N BIRCHWOOD LANE
Owner Name/Address: PETER STARK
13912 N BIRCHWOOD LN
MEQUON, WI 53097

Parcel: 150051400600

Tax Data

Property Address: 13915 N BIRCHWOOD LANE
Owner Name/Address: BARBARA E VARNEY 2016 REVOCABLE TRUST
13915 N BIRCHWOOD LN
MEQUON, WI 53097

Parcel: 150051400500

Tax Data

Property Address: 300 W HEMLOCK LANE
Owner Name/Address: Rakesh Shah
~~DMITRY BOKOTEV ALINA BERDICHEVSKY~~
300 W HEMLOCK LN
MEQUON, WI 53097

Parcel: 150051400400

Tax Data

Property Address: 350 W HEMLOCK LANE
Owner Name/Address: MATTHEW RYAN SULLIVAN SULLIVAN, SIERRA LYN
350 W HEMLOCK LN
MEQUON, WI 53097

Parcel: 150051400300

Tax Data

Property Address: 424 W HEMLOCK LANE
Owner Name/Address: CHARLES R SCHMIDT
424 W HEMLOCK LN
MEQUON, WI 53097

Parcel: 150051400200

Tax Data

Property Address: 13920 N LAKE SHORE DRIVE
Owner Name/Address: RAPHAEL L BRUNETTE IRENE BRUNETTE
13920 N LAKE SHORE DR
MEQUON, WI 53097-1725

Parcel: 151120201000

Tax Data

Property Address: 13839 N LAKE SHORE DRIVE
Owner Name/Address: RICHARD M ESENBERG
13839 N LAKE SHORE DR
MEQUON, WI 53097

Parcel: 151120102000

Tax Data

Property Address: 24 W SHADY LANE
Owner Name/Address: FRANK H SANDBERG BARBARA J SANDBERG
24 W SHADY LN 139N
MEQUON, WI 53097

Parcel: 151120202000

Tax Data

Property Address: 13837 N LAKE SHORE DRIVE
Owner Name/Address: GREGORY PATERSON PATERSON, NICOLE
13837 N LAKE SHORE DR
MEQUON, WI 53097

Parcel: 150050900300

Tax Data

Property Address: 13833 N LAKE SHORE DRIVE
Owner Name/Address: BARBARA J HAMM 2003 REVOCABLE TRUST
13833 N LAKE SHORE DR VINCENT + DANIELLE FARINA
MEQUON, WI 53097

Parcel: 150050900400

Tax Data

Property Address: 13825 N LAKE SHORE DRIVE
Owner Name/Address: PAUL P ROHDE ROHDE, DONNA M
13825 N LAKE SHORE DRIVE
MEQUON, WI 53092

Parcel: 150051500100

Tax Data

Property Address: 13800 N LAKE SHORE DRIVE
Owner Name/Address: BRIAN C UTT WAVA J UTT
13800 N LAKE SHORE DR
MEQUON, WI 53097

Parcel: 150051500200

Tax Data

Property Address: 13757 N BIRCHWOOD LANE
Owner Name/Address: JOHN D CRAWFORD MARY E CRAWFORD
13757 N BIRCHWOOD LN
MEQUON, WI 53097

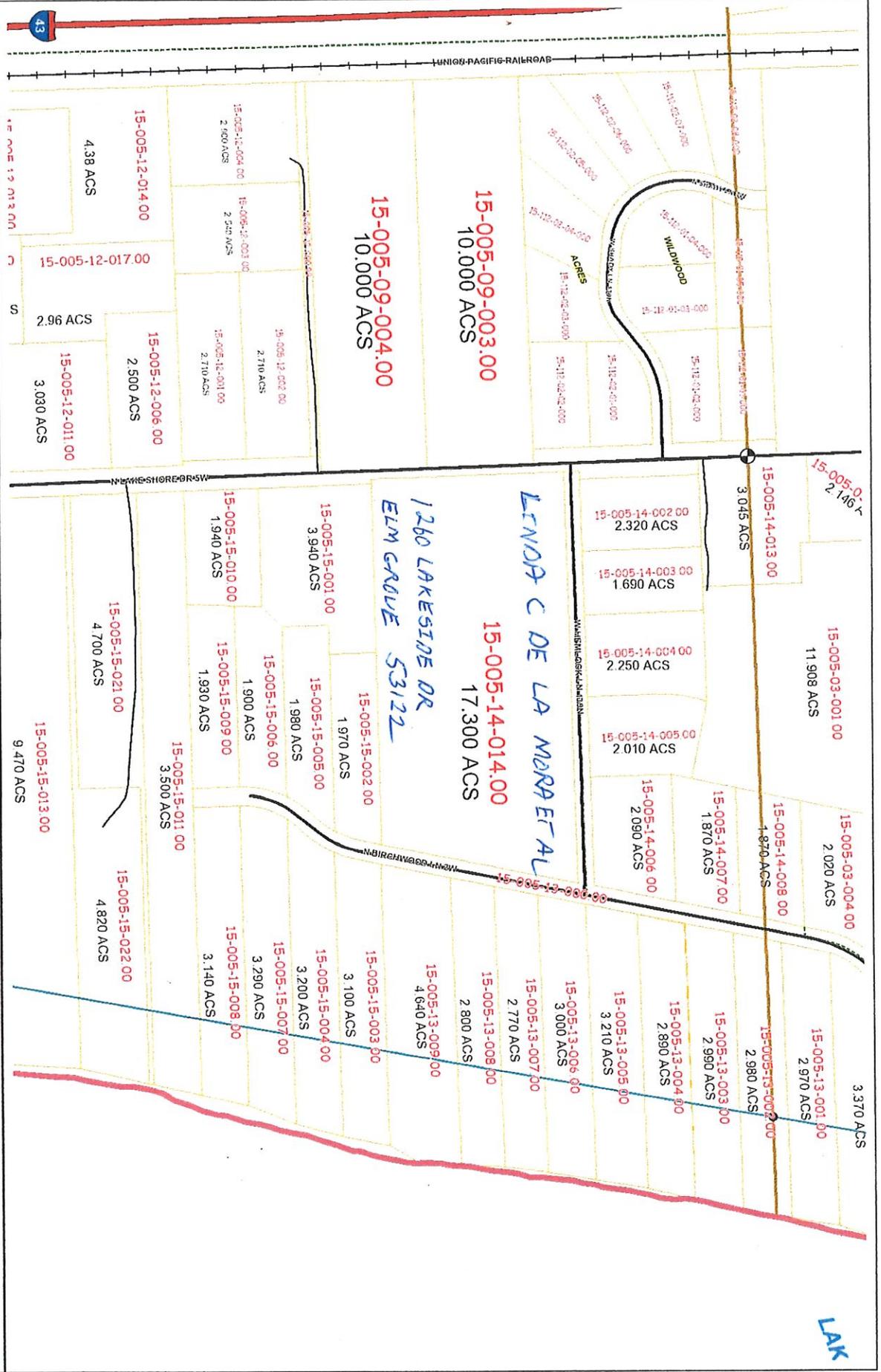
Parcel: 150051500300

Tax Data

Property Address: 13800 N BIRCHWOOD LANE
Owner Name/Address: JULIA V BERRY WILLIAM M & JULIA V BERRY TRUST
13800 N BIRCHWOOD LN
MEQUON, WI 53097

Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

If a protest against a proposed amendment is filed with the clerk at least 24 hours prior to the date of the meeting of the board at which the report of the zoning agency under subd. 4. is to be considered, duly signed and acknowledged by the owners of 50% or more of the area proposed to be altered, or by abutting owners of over 50% of the total perimeter of the area proposed to be altered included within 300 feet of the parcel or parcels proposed to be rezoned, action on the ordinance may be deferred until the zoning agency has had a reasonable opportunity to ascertain and report to the board as to the authenticity of the ownership statements. Each signer shall state the amount of area or frontage owned by that signer and shall include a description of the lands owned by that signer. If the statements are found to be true, the ordinance may not be enacted except by the affirmative vote of three-fourths of the members of the board present and voting. If the statements are found to be untrue to the extent that the required frontage or area ownership is not present the protest may be disregarded.



DISCLAIMER: Ozaukee County does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 429'



Ozaukee County
 121 W Main St
 P.O. Box 994
 Port Washington WI 53074
 262-284-9411

Print Date: 4/16/2019

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

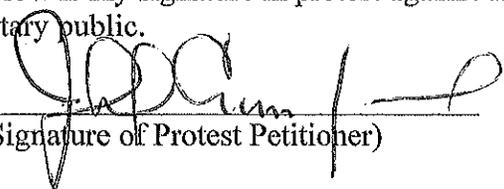
It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-15-002.00

13757 N. Birchwood Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.


(Signature of Protest Petitioner)

John Crawford
(Print Name)

10-2-19
(Date Signed)

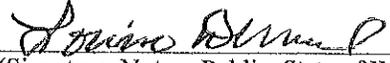
(Signature of Protest Petitioner)

Mary Crawford
(Print Name)

(Date Signed)

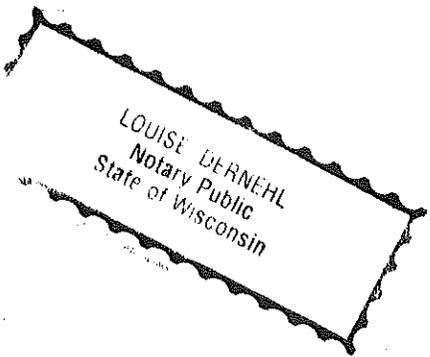
State of Wisconsin }
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).


(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-14-004.00

350 W. Hemlock Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

(Signature of Protest Petitioner)

Matthew Sullivan
(Print Name)

(Date Signed)

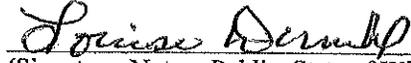

(Signature of Protest Petitioner)

Sierra Lyn Sullivan
(Print Name)

9/17/2019
(Date Signed)

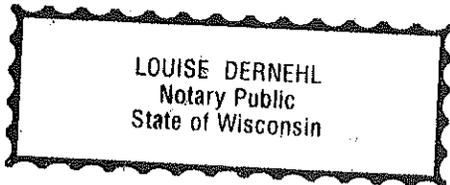
State of Wisconsin
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).


(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-14-003.00

424 W. Hemlock Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

Charles Schmidt
(Signature of Protest Petitioner)

Charles Schmidt
(Print Name)

9-17-19
(Date Signed)

(Signature of Protest Petitioner)

(Print Name)

(Date Signed)

State of Wisconsin

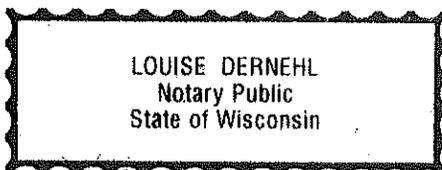
Ozaukee } ss.
County }

On the above date, this instrument was acknowledged before me by the named person(s).

Louise Dernehl
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-13-007.00

13834 N. Birchwood Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

Edward King
(Signature of Protest Petitioner)

Edward King
(Print Name)

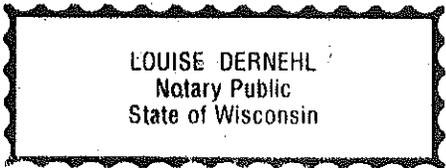
9/15/19
(Date Signed)

Kristen Temo
(Signature of Protest Petitioner)

Kristen Temo
(Print Name)

9/15/19
(Date Signed)

State of Wisconsin }
Ozaukee County } ss.



On the above date, this instrument was acknowledged before me by the named person(s).

Louise Dernehl
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)

Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-14-002.00

13920 N. Lake Shore Dr.
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

Raphael L Brunette
(Signature of Protest Petitioner)

Raphael Brunette
(Print Name)

9/15/2019
(Date Signed)

Irene Brunette
(Signature of Protest Petitioner)

Irene Brunette
(Print Name)

(Date Signed)

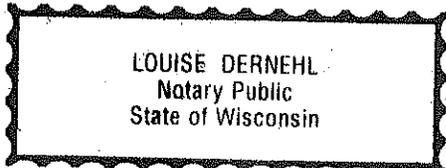
State of Wisconsin
Ozaukee } ss.
County }

On the above date, this instrument was acknowledged before me by the named person(s).

Louise Dernehl
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-09-003.00

13833 N. Lake Shore Dr.
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

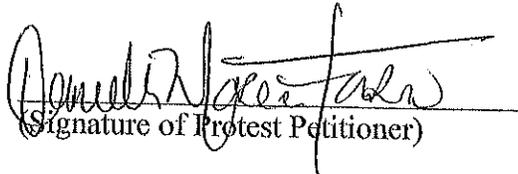
I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

(Signature of Protest Petitioner)

Vincent Farina
(Print Name)

(Date Signed)

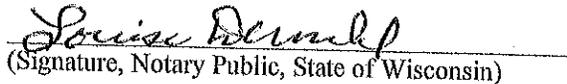

(Signature of Protest Petitioner)

Danielle Farina
(Print Name)

9-14-19
(Date Signed)

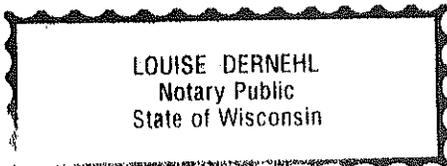
State of Wisconsin
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).


(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

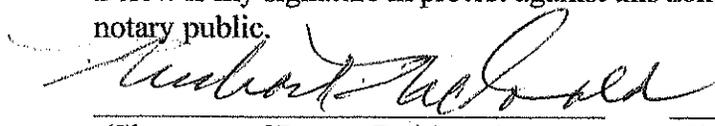
It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-13-008.00

13826 N. Birchwood Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.



(Signature of Protest Petitioner)

(Signature of Protest Petitioner)

Michael McDonald
(Print Name)

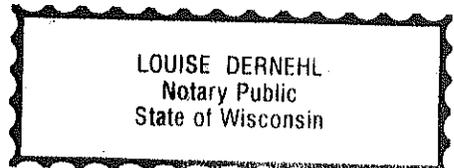
Ann McDonald
(Print Name)

9/15/14
(Date Signed)

(Date Signed)

State of Wisconsin

Ozaukee } ss.
County }



On the above date, this instrument was acknowledged before me by the named person(s).

Louise Dernehl
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)

Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-14-005.00

300 W. Hemlock Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

[Signature]
(Signature of Protest Petitioner)

Rakesh Shah
(Print Name)

9/14/19
(Date Signed)

(Signature of Protest Petitioner)

Hao Le
(Print Name)

(Date Signed)

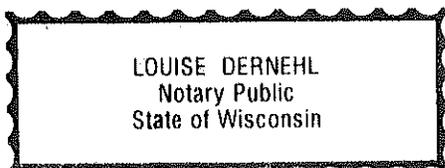
State of Wisconsin
_____Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).

[Signature]
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-13-009.00

13800 N. Birchwood Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

Julia V. Berry
(Signature of Protest Petitioner)

Julia Berry
(Print Name)

Julia V. Berry 9/14/19
(Date Signed)

William Berry
(Signature of Protest Petitioner)

William Berry
(Print Name)

9/14/19
(Date Signed)

State of Wisconsin

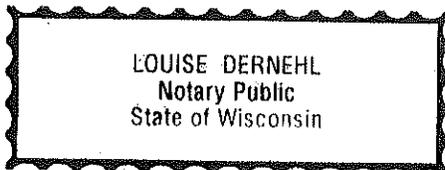
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Louise Dernehl
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-15-003.00

13800 N. Birchwood Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

Julia V. Berry
(Signature of Protest Petitioner)

Julia Berry
(Print Name)

9/14/13
(Date Signed)

(Signature of Protest Petitioner)

~~William Berry~~
(Print Name)

(Date Signed)

State of Wisconsin

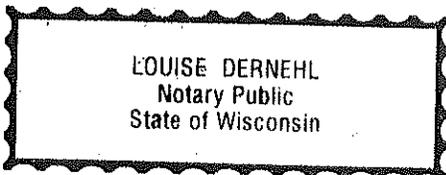
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Louise Dernehl
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-112-01-020.00

524 W. Shady Ln
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

9/21/19
(Signature of Protest Petitioner)

Frank Sandberg
(Print Name)

Frank Sandberg
(Date Signed)

9/21/19
(Signature of Protest Petitioner)

Barbara Sandberg
(Print Name)

Barbara Sandberg
(Date Signed)

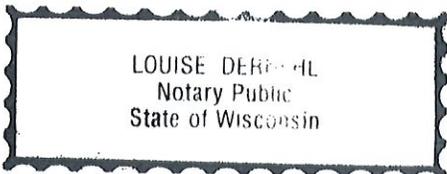
State of Wisconsin
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Louise Derrich
(Signature, Notary Public, State of Wisconsin)

Louise Derrich
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-09-004.00

13825 N. Lake Shore Dr.
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

(Signature of Protest Petitioner)

Paul Rohde
(Print Name)

(Date Signed)

Donna Rohde
(Signature of Protest Petitioner)

Donna Rohde
(Print Name)

9/17/2019
(Date Signed)

State of Wisconsin

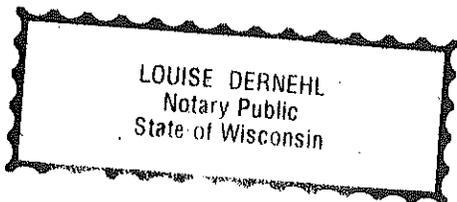
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).

Louise Dernehl
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-15-001.00
13800 N. Lake Shore Dr.
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.

[Signature]
(Signature of Protest Petitioner)

Brian Utt
(Print Name)

9-18-19
(Date Signed)

(Signature of Protest Petitioner)

Wava Utt
(Print Name)

(Date Signed)

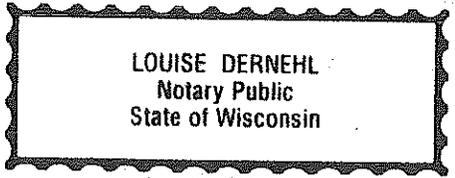
State of Wisconsin
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).

[Signature]
(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Formal Protest Petition against Proposed Zone Change

To the Common Council of the City of Mequon:

Please consider this as a formal protest against the proposed zone change amendment for:

Linda C De La Mora et al Parcel # 15-005-14-014.00 located on Hemlock Lane between Lake Shore and Birchwood Lane from R1 OA to R-1B

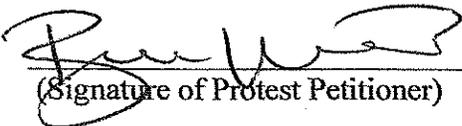
It is my understanding that, if a sufficient number of property owners adjacent to this proposed rezoning submit this type of petition, the zone change can only be approved if not less than a three-fourths of the Common Council members voting on this rezoning vote in favor of the change.

I own the property at the following address(es): Parcel # 15-005-14-006.00

13915 N. Birchwood Lane
(Address/Addresses of Property/Properties Owned by Protest Petitioner)

I believe this qualifies me as a formal protest petitioner.

Below is my signature in protest against this zone change, witnessed and notarized by a notary public.


(Signature of Protest Petitioner)

Barbara Varney
(Print Name)

9/14/2019
(Date Signed)

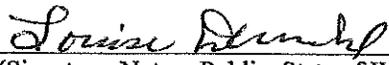
(Signature of Protest Petitioner)

(Print Name)

(Date Signed)

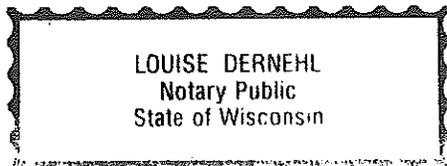
State of Wisconsin }
Ozaukee County } ss.

On the above date, this instrument was acknowledged before me by the named person(s).


(Signature, Notary Public, State of Wisconsin)

Louise Dernehl
(Print or Type Name, Notary Public, State of Wisconsin)

permanent
(Date Commission Expires)



Attachment: Exhibit E: Protest Petition (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

Proposed Amendment by the Developer

Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)



COMMERCIAL REAL ESTATE BROKER
CONSTRUCTION CONSULTING

January 7, 2020

City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Re: Hemlock Lane Subdivision

Dear Planning Commission and Common Council:

I recognize that six lots will never be approved on this site.

We are requesting a 4 lot land division in accordance with the CSM we have submitted, and agree to deed restrictions prohibiting further division in the future. We appreciate your support for rezoning and land division.

If you have any questions please feel free to contact me.

Thank you,
Bonnilake Real Estate, LLC

Frederick P. Bersch
Broker/Manager

Cc: Jac Zader
Kim Tollefson
Paul Apfelbach

RECITALS

A. Pursuant to section 62.23(3) of the Wisconsin Statutes, the City of Mequon, is authorized to prepare and adopt a comprehensive plan, or amendment thereof, as defined in section 66.1001(1)(a) and 66.1001(2) and 66.1001(4)(c) and 66.1001(4)(d).

B. The Planning Commission by majority vote made a recommendation to approval on the 9th day of September, 2019.

C. The required due notice and public hearing by the Common Council of the City of Mequon occurred on the 10th day of December, 2019.

D. The Common Council reconsidered the item on January 14, 2022

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

SECTION I

Following recommendation of the Planning Commission on September 9, 2019, and after due notice and hearing by the Common Council of the City of Mequon on December 10, 2019, and reconsidered on January 14, 2020, the existing and official City of Mequon district zoning maps are hereby amended so as to change the zoning classification of certain properties, as described and illustrated in Exhibit A, to R-1B (Residential 2.5 Acre) and the Land Use Plan map to Residential 1.5-5 Acre subject to the following conditions:

1. A Deed Restriction shall be placed on the parcel limiting the overall development to four lots in accordance with the draft Certified Survey Map.

SECTION II

The terms and provision of this ordinance are severable. Should any term of provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION III

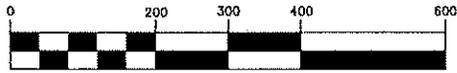
All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect upon its passage and on the day after its publication.

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, WISCONSIN.



SCALE 1" = 200'



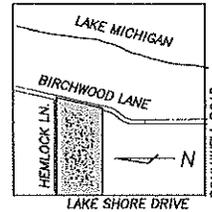
NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5397
www.northshoreengineering.net

OWNERS:
HEMLOCK LANE, LLC
c/o FRED BERSCH
592 W. BONNIWELL RD.
MEQUON, WI 53097

LEGEND

- -- DENOTES 1.315"x18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)
- B-3 □ -- DENOTES SOIL TEST LOCATION
- -- DENOTES 1.3" STEEL PIPE FOUND

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE SE. 1/4 OF SECTION 5-9-22 WHICH BEARS N1°57'34"W)

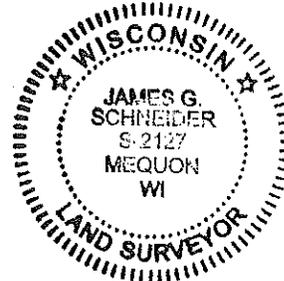


LOCATION MAP

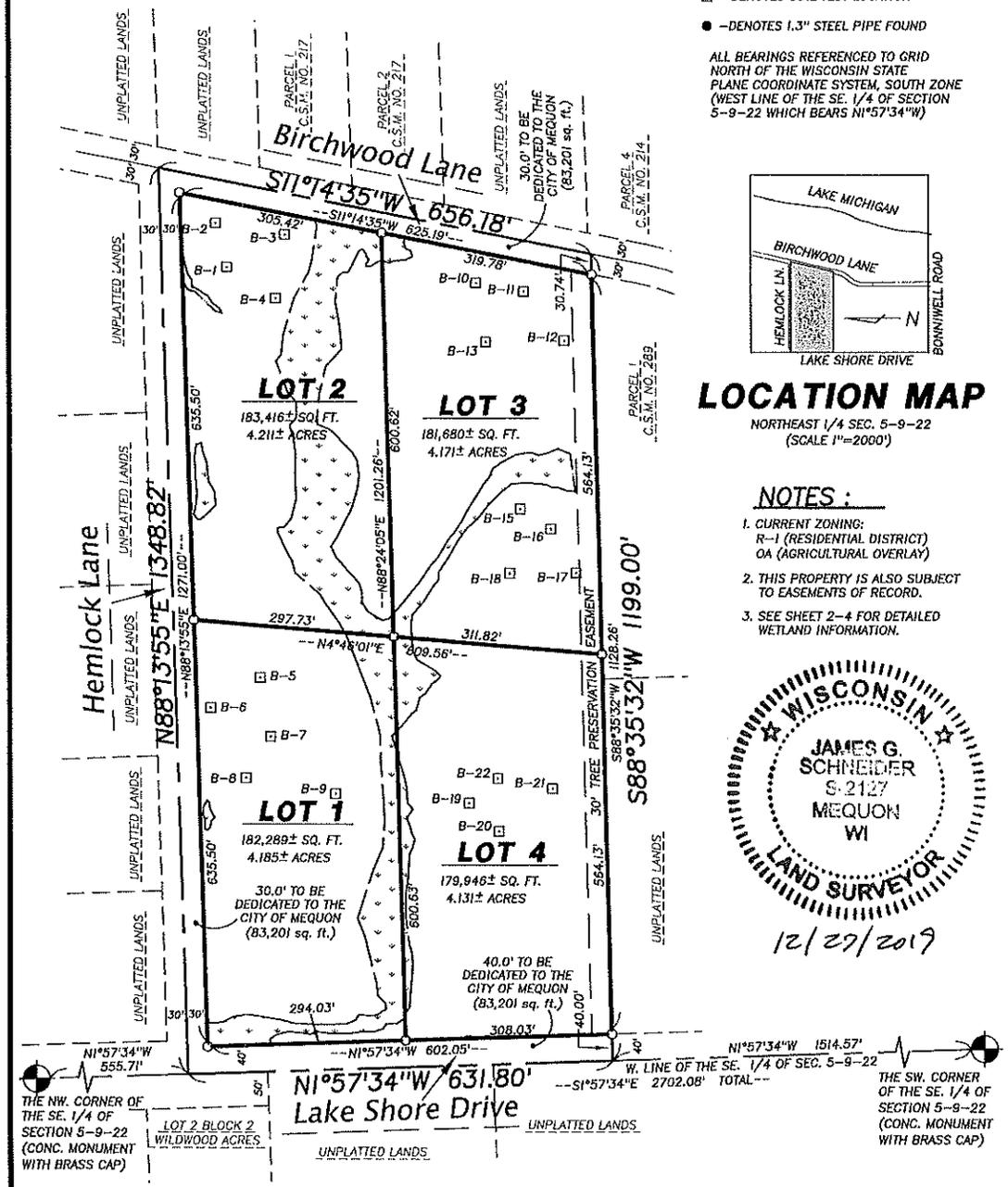
NORTHEAST 1/4 SEC. 5-9-22
(SCALE 1"=2000')

NOTES:

1. CURRENT ZONING:
R-1 (RESIDENTIAL DISTRICT)
OA (AGRICULTURAL OVERLAY)
2. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
3. SEE SHEET 2-4 FOR DETAILED WETLAND INFORMATION.



12/27/2019



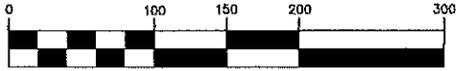
THE NW CORNER OF THE SE. 1/4 OF SECTION 5-9-22 (CONC. MONUMENT WITH BRASS CAP)

THE SW CORNER OF THE SE. 1/4 OF SECTION 5-9-22 (CONC. MONUMENT WITH BRASS CAP)

Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

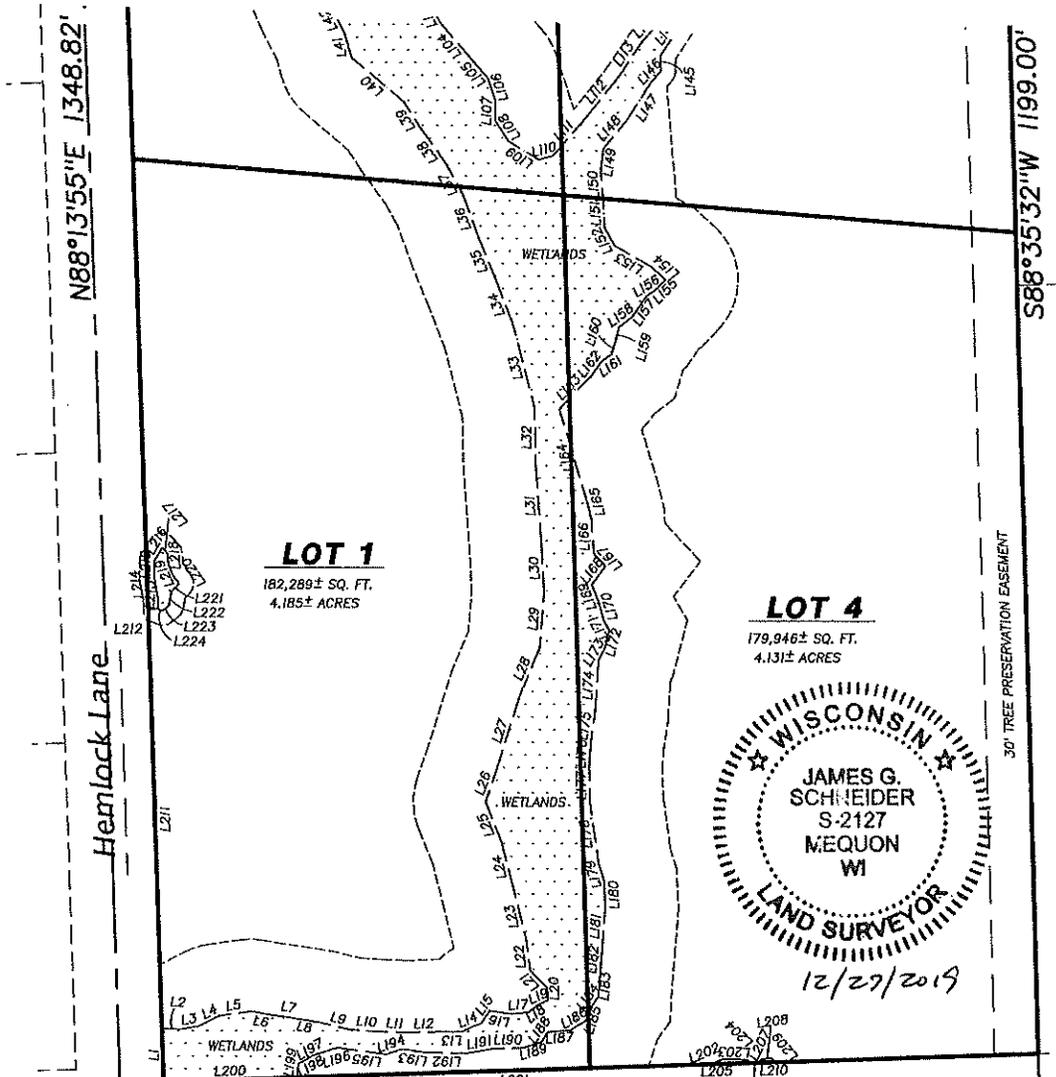


SCALE 1" = 100'



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

WETLANDS EXHIBIT



Lake Shore Drive
N1°57'34"W 631.80'

W. LINE OF THE SE. 1/4 OF SEC. 5-9-22
S1°57'34"E 2702.08' TOTAL

UNPLATTED LANDS

UNPLATTED LANDS

LOT 2, BLOCK 2
WILDWOOD ACRES

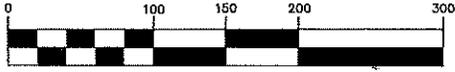
THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 2 OF 7 SHEETS

Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

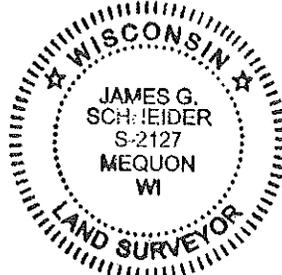


SCALE 1" = 100'

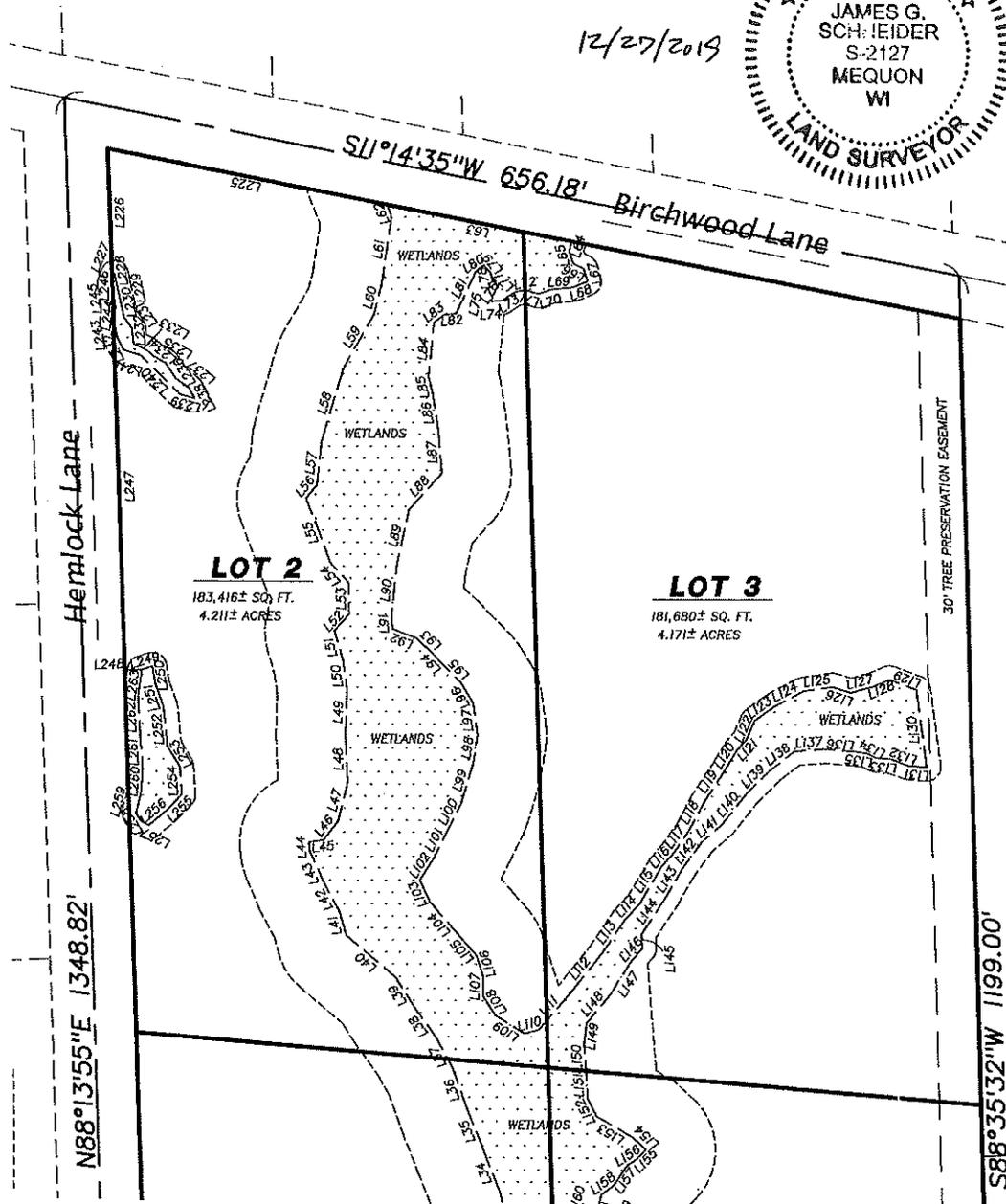


NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9460 • FAX: (262) 241-5337
www.northshoreengineering.net

WETLANDS EXHIBIT



12/27/2019



THIS INSTRUMENT DRAFTED BY JAMES G. SCHNEIDER

SHEET 3 OF 7 SHEETS

Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

CERTIFIED SURVEY MAP NO. _____

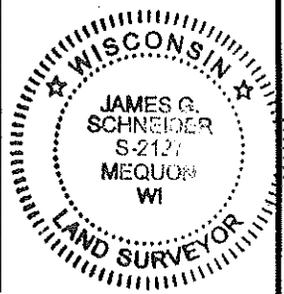
PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

WETLANDS EXHIBIT



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

Table with 4 columns: WETLAND LINE TABLE. Each column contains 30 rows of data with columns for LINE, LENGTH, and BEARING.



12/29/2019

Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 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:

That part of the Northwest 1/4 and Northeast 1/4 of the Fractional Southeast 1/4 of Section 5, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Fractional Southeast 1/4 of said Section 5; thence N1°57'34"W along the West line of said Fractional Southeast 1/4 and centerline of Lake Shore Drive, 1514.57 feet to the point of beginning of the land to be described; thence continuing N1°57'34"W along the West line of said Fractional Southeast 1/4 and centerline of Lake Shore Drive, 631.80 feet to a point in the centerline of Hemlock Lane; thence N88°13'55"E along the center line of Hemlock Lane, 1348.82 feet to a point in the centerline of Birchwood Lane; thence S11°14'35"W along the centerline of Birchwood Lane, 656.18 feet; thence S88°35'32"W and parallel with the South line of said 1/4 Section and in part along the North line of Certified Survey Map No. 289, 1199.00 feet to the point of beginning.

Said lands containing 18.593 acres of land, more or less.

That I have made such survey, land division, and plat at the direction of Hemlock Lane, 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.

James G. Schneider S-2127

12/27/2019



This instrument was drafted by James G. Schneider

Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE FRACTIONAL
SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY
OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

I, Frederick P. Bersch (Member) of Hemlock Lane, 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, mapped and dedicated.

WITNESS the hand and seal of said OWNERS on this _____ day of
_____, 20____.

Witness

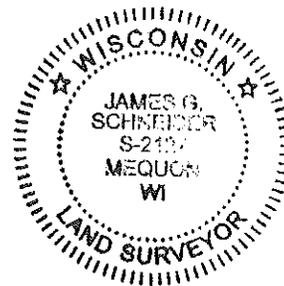
Frederick P. Bersch (Member)

STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____, 20____
the above named Frederick P. Bersch (Member) to me known to be the person who
executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____



This instrument was drafted by James G. Schneider

12/27/2019

Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE FRACTIONAL
SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY
OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CITY OF MEQUON PLAN COMMISSION APPROVAL

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

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 _____, and
does hereby accept the dedication of road right of way for Lake Shore Drive, Hemlock
Lane and Birchwood Lane, as depicted on face of this map.

City Clerk

Mayor

CONSENT OF MORTGAGEE

TRI CITY NATIONAL BANK, existing under and by virtue of the laws of the State of
Wisconsin, mortgagee of the above described land does hereby consent to the
surveying, dividing, mapping and dedicating of the land described on this Certified
Survey Map and does hereby consent to the above certificate of Frederick P. Bersch
(Member) of Hemlock Lane, LLC, OWNER.

In witness whereof, the said Tri City National Bank has caused these presents to be
signed by _____, it's _____
at _____, Wisconsin, this _____ day of _____
_____, 20____.

IN THE PRESENCE OF: _____ Tri City National Bank

By: _____

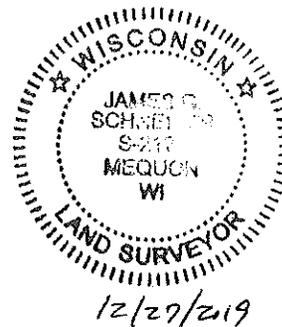
STATE OF WISCONSIN)
OZAUKEE COUNTY)^{SS}
PERSONALLY came before me on this _____ day of _____
, 20____, _____, to me known to be the person who executed the
foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider

Sheet 7 of 7 Sheets



Attachment: Exhibit F: Proposed Amendment by Developer (ORDINANCE 2019-1555 : Rezoning Hemlock and Birchwood)



TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: January 14, 2020
SUBJECT: Planning Commission Re-Referral of ORDINANCE 2019-1555 Amending Chapter 58, Zoning Code, to Rezone the Property Located at the Southwest Corner of North Birchwood Lane and West Hemlock Lane from R-1/OA (Rural Residential 5-Acres/Agricultural Overlay) to R1-B (Rural Residential 2.5-Acres) and to Amend the Land Use Plan Map from Rural Residential 5-Acres to Residential 1.5-5 Acres

Background

On December 10, 2019 the Common Council denied the Planning Commission rezoning recommendation by a vote of 5-3 for the property located on the Southwest corner of Hemlock Lane and Birchwood Lane. In accordance with Section 58.42 (g) of the City's Zoning Code, the item has been re-referred to the Planning Commission for reconsideration. Section 58.42 (g) states the following:

"Should the council not concur in the recommendation of the planning commission, it shall re-refer the matter to the planning commission for reconsideration before taking final action."

On September 9, 2019 the Planning Commission voted 5-3 to approve a rezoning of the subject, 17.3-acre parcel from R-1 (Residential 5-Acre) to R-1B (Residential 2.5-Acres). Since the Common Council did not concur with this recommendation, the item has been re-referred to the Planning Commission for consideration at their meeting on January 13, 2020. The City Attorney has provided a memo (see Exhibit A) providing guidance on applying this particular provision contained within the Mequon Municipal Code.

The Developer, Bonnilake Real Estate, LLC, has proposed an amendment for a four-lot land division (see Exhibit B: CSM). A four-lot land division would still require the zoning to be changed to R-1B, but include a deed restriction that would limit development of the parcel to four lots as offered by the applicant.

Recommendation

Planning Commission recommendation is forthcoming on January 13, 2020.

Attachments:

Exhibit A: City Attorney Memo (DOC)

Exhibit B: CSM (PDF)

TO: Mequon Planning Commission
FROM: Brian C. Sajdak, City Attorney
DATE: January 8, 2020
SUBJECT: Rezoning of de la Mora Property - Approximately 17.3 Acres Located South of W. Hemlock Lane between N. Birchwood Lane and N. Lake Shore Drive

Following the Common Council's action to deny the rezoning request for the de la Mora property on Hemlock Lane, the Developer has approached the City questioning whether Section 58-42(g)(3) applies to this action such that the matter should have been return to Planning Commission before final action. The implication is that if this section applies, then the Council's action was invalid and would be subject to being overturned on review. Given the unusual nature of this section, you have asked for guidance in applying this section to the de la Mora rezoning.

Section 58-42 generally provides the process by which amendments to zoning regulations and/or zoning map shall occur. This section generally follows the provisions of Wis. Stat. § 62.23(7) which describes the standard process for zoning amendments in Wisconsin. However, section 58-42(g)(3) deviates from the standard process in that it provides that "[s]hould the council not concur in the recommendation of the planning commission, it shall re-refer the matter to the planning commission for reconsideration before taking final action." The clear language of this section means that the Council's decision to take final action on the rezoning request would be improper as the Council should have referred the rezoning back to the Planning Commission.

An initial question in these circumstances is whether the statute otherwise preempts the local code. In the case of preemption, the City would not be able to enforce its ordinance because it conflicts with State law. The Supreme Court lays out four circumstances where a state statute

withdraws the power of a municipality to act, and nullifies local ordinances: (1) whether the legislature has expressly withdrawn the power of municipalities to act; (2) whether the ordinance logically conflicts with the state legislation; (3) whether the ordinance defeats the purpose of the state legislation; or (4) whether the ordinance goes against the spirit of the state legislation. Anchor Savings & Loan Ass'n v. Madison EOC, 120 Wis. 2d 391, 397 (1984). When considering whether a local ordinance otherwise logically conflicts with, or goes against the spirit of legislation, one has to consider the legislation as a whole. “The power to enact zoning ordinances is broadly construed in favor of the municipality.” State ex rel. B'nai B'rith Found. v. Walworth Cnty. Bd. of Adjustment, 59 Wis.2d 296, 304, 208 N.W.2d 113 (1973). Under Wis. Stat. § 62.23(7)(am), the legislature’s broad grant of zoning power to municipalities means that “any ordinance, resolution or regulation enacted or adopted under this section, shall be liberally construed in favor of the city and as minimum requirements adopted for the purposes stated.”

In this case, there is nothing within the ordinance that conflicts with the statute. The ordinance merely adds a procedural step to the City’s review of a zoning change. Indeed, ordinances throughout Wisconsin have added additional procedural regulations to their zoning codes. For example, one local procedural rule that is widely used throughout the state is prohibiting resubmission of the same application without a substantial change after denial of the original application. See League of Wisconsin Municipalities Legal Op, Zoning #351 (1976). Thus, the City’s ordinance is a valid enactment that can be enforced.

Having determined that the ordinance is valid, the second question is the appropriate way to handle the de la Mora rezoning request, given the Council’s recent action. There are two potential options, although intervening activities may dictate the best course of action. One option would be to have the Planning Commission review the Council’s action at its next

meeting and to make another recommendation to the Council at that time. This would be handled administratively and there would need to be an explanation of this step to the Council. A potential risk here is that the Council may not approve of staff “meddling” in the process. Further, if the Planning Commission made a different recommendation, and the Council chose to not follow that recommendation, then the rezoning would be sent back to Planning Commission for a third time. The second option would be to put the rezoning on the next Council agenda for potential reconsideration. Under this approach, a memo would be presented to the Council with the recommendation that they reconsider the action and, upon a passage of the motion on reconsideration, making a motion to refer some action (denial or an amendment) to the Planning Commission before taking a final vote in February. Of course, there is risk here that the Council would choose not to reconsider its vote, which would subject the City to potential (likely successful) litigation seeking to overturn that vote. However, I understand that Alderman Mayr has already requested that the rezoning be placed on the next agenda for reconsideration.

In light of the above, this rezoning request has been scheduled to take essentially two different tracks. First, because there has been the request for reconsideration, the Council agenda will include the reconsideration. However, even though there has been a request to reconsider the item, there will still need to be a motion made, seconded and passed before reconsideration can occur. Given the possibility that the motion may not occur (or be successful), the item will also be before the Planning Commission for rereferral under § 58-42(g)(3). Ultimately, the Council will take action on the proposed rezoning whether through reconsideration, rereferral or a combination of the two.

Should you have any questions, do not hesitate to contact me.

BCS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



SCALE 1" = 200'



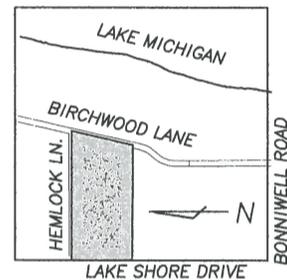
NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

OWNERS :
HEMLOCK LANE, LLC
c/o FRED BERSCH
592 W. BONNIWELL RD.
MEQUON, WI 53097

LEGEND

- - DENOTES 1.315"X18" STEEL PIPE WEIGHING 1.13 LBS. PER LINEAL FOOT (SET)
- B-3 □ - DENOTES SOIL TEST LOCATION
- - DENOTES 1.3" STEEL PIPE FOUND

ALL BEARINGS REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (WEST LINE OF THE SE. 1/4 OF SECTION 5-9-22 WHICH BEARS N1°57'34"W)

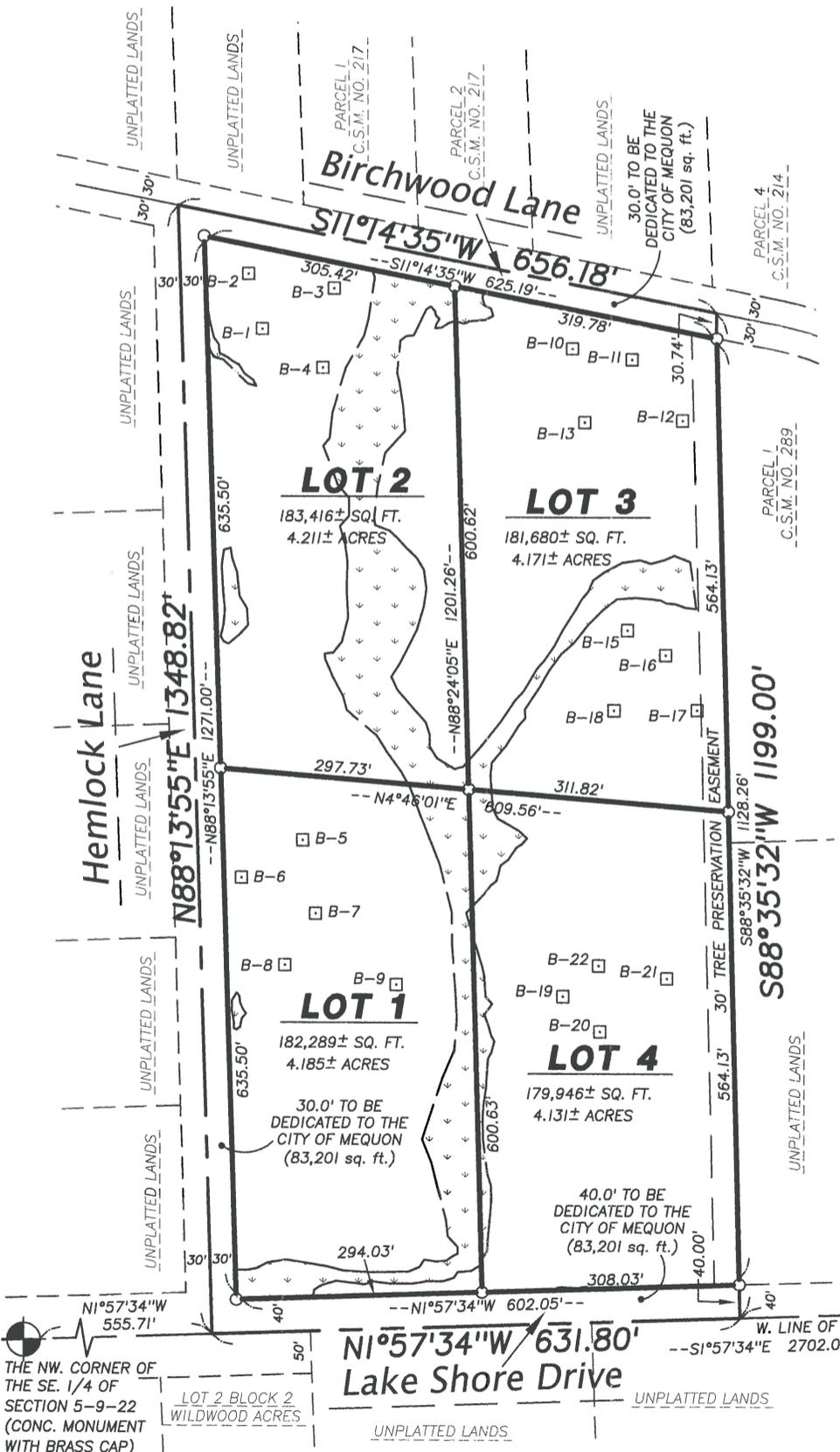


LOCATION MAP

NORTHEAST 1/4 SEC. 5-9-22
(SCALE 1"=2000')

NOTES :

1. CURRENT ZONING:
R-1 (RESIDENTIAL DISTRICT)
OA (AGRICULTURAL OVERLAY)
2. THIS PROPERTY IS ALSO SUBJECT TO EASEMENTS OF RECORD.
3. SEE SHEET 2-4 FOR DETAILED WETLAND INFORMATION.



THE NW. CORNER OF THE SE. 1/4 OF SECTION 5-9-22 (CONC. MONUMENT WITH BRASS CAP)

LOT 2 BLOCK 2 WILDWOOD ACRES

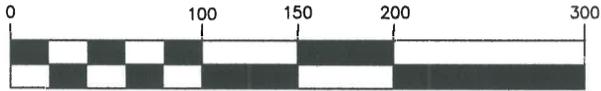
N1°57'34"W 631.80'
Lake Shore Drive

THE SW. CORNER OF THE SE. 1/4 OF SECTION 5-9-22 (CONC. MONUMENT WITH BRASS CAP)

Attachment: Exhibit B: CSM (4764 : Planning Commission Re Referral Ordinance 2019-1555)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

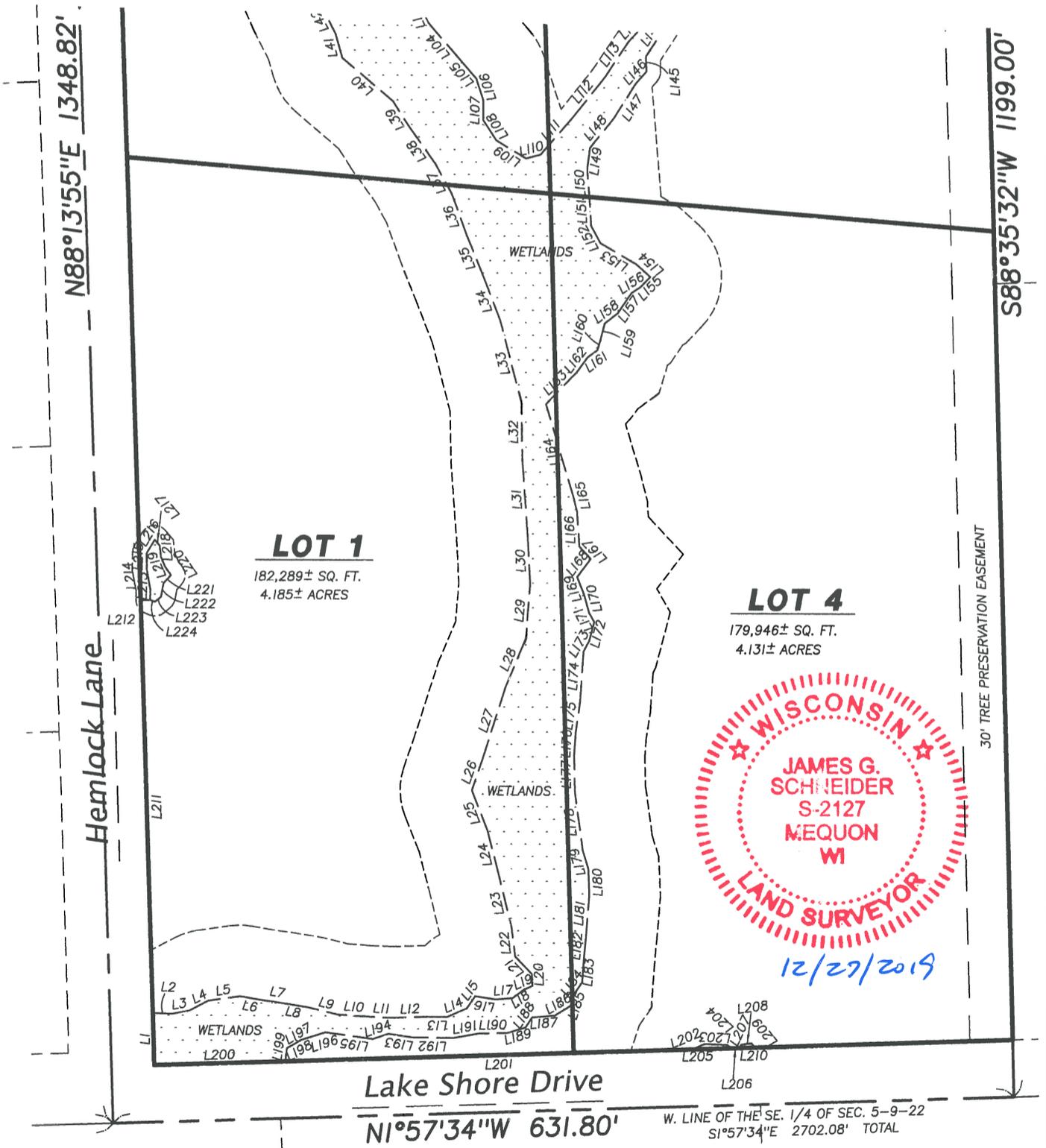


SCALE 1" = 100'



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

WETLANDS EXHIBIT



Hemlock Lane

N88°13'55"E 1348.82'

S88°35'32"W 1199.00'

30' TREE PRESERVATION EASEMENT

Lake Shore Drive
N1°57'34"W 631.80'

W. LINE OF THE SE. 1/4 OF SEC. 5-9-22
S1°57'34"E 2702.08' TOTAL

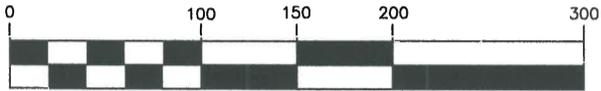
LOT 2 BLOCK 2
WILDWOOD ACRES

UNPLATTED LANDS

UNPLATTED LANDS

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



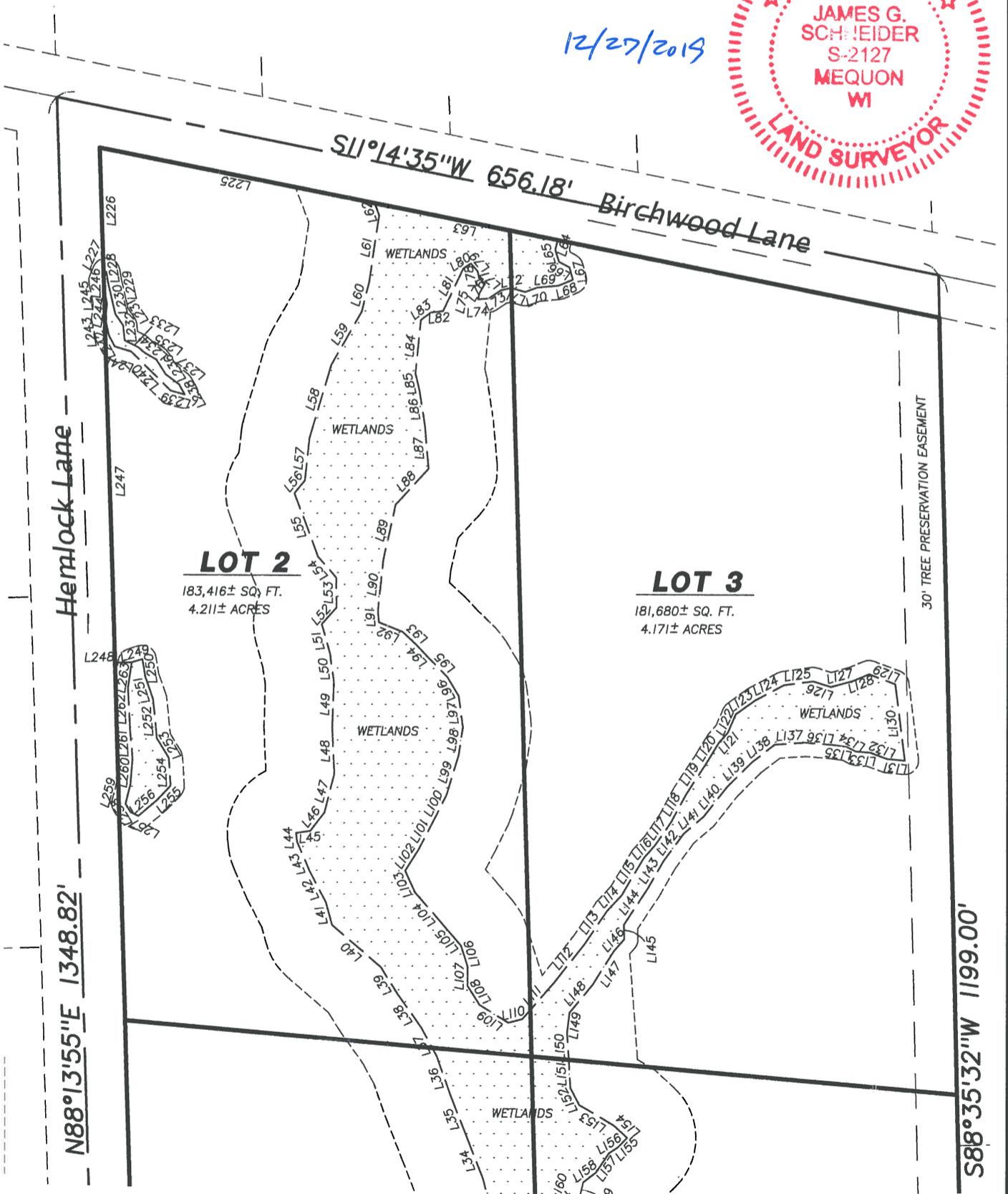
SCALE 1" = 100'



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

WETLANDS EXHIBIT

12/27/2019



Attachment: Exhibit B: CSM (4764 : Planning Commission Re Referral Ordinance 2019-1555)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

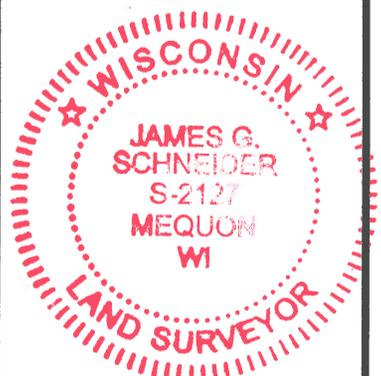
WETLANDS EXHIBIT



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

Table with 4 columns of 'WETLAND LINE TABLE' data. Each column contains 70 rows of data with columns for LINE, LENGTH, and BEARING. The lines are numbered L1 through L210 across the four columns.

Attachment: Exhibit B: CSM (4764 : Planning Commission Re Referral Ordinance 2019-1555)



12/29/2019

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 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:

That part of the Northwest 1/4 and Northeast 1/4 of the Fractional Southeast 1/4 of Section 5, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Fractional Southeast 1/4 of said Section 5; thence N1°57'34"W along the West line of said Fractional Southeast 1/4 and centerline of Lake Shore Drive, 1514.57 feet to the point of beginning of the land to be described; thence continuing N1°57'34"W along the West line of said Fractional Southeast 1/4 and centerline of Lake Shore Drive, 631.80 feet to a point in the centerline of Hemlock Lane; thence N88°13'55"E along the center line of Hemlock Lane, 1348.82 feet to a point in the centerline of Birchwood Lane; thence S11°14'35"W along the centerline of Birchwood Lane, 656.18 feet; thence S88°35'32"W and parallel with the South line of said 1/4 Section and in part along the North line of Certified Survey Map No. 289, 1199.00 feet to the point of beginning.

Said lands containing 18.593 acres of land, more or less.

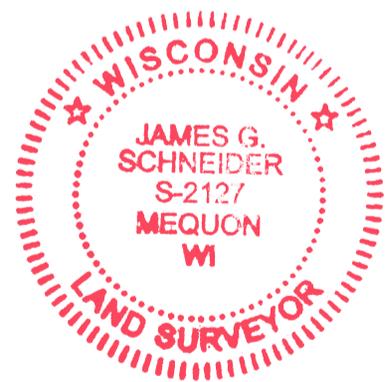
That I have made such survey, land division, and plat at the direction of Hemlock Lane, LLC, OWNER of said lands.

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.

James G. Schneider S-2127

12/29/2019



This instrument was drafted by James G. Schneider

Attachment: Exhibit B: CSM (4764 : Planning Commission Re Referral Ordinance 2019-1555)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE FRACTIONAL
SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY
OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

I, Frederick P. Bersch (Member) of Hemlock Lane, 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, mapped and dedicated.

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

Witness

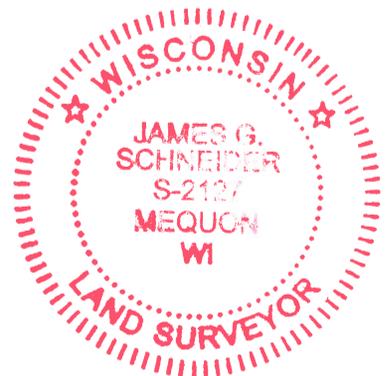
Frederick P. Bersch (Member)

STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

PERSONALLY came before me on this _____ day of _____, 20__
the above named Frederick P. Bersch (Member) to me known to be the person who
executed the foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____



This instrument was drafted by James G. Schneider

12/29/2019

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE FRACTIONAL
SOUTHEAST 1/4 OF SECTION 5, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY
OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CITY OF MEQUON PLAN COMMISSION APPROVAL

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

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 _____, and
does hereby accept the dedication of road right of way for Lake Shore Drive, Hemlock
Lane and Birchwood Lane, as depicted on face of this map.

City Clerk

Mayor

CONSENT OF MORTGAGEE

TRI CITY NATIONAL BANK, existing under and by virtue of the laws of the State of
Wisconsin, mortgagee of the above described land does hereby consent to the
surveying, dividing, mapping and dedicating of the land described on this Certified
Survey Map and does hereby consent to the above certificate of Frederick P. Bersch
(Member) of Hemlock Lane, LLC , OWNER.

In witness whereof, the said Tri City National Bank has caused these presents to be
signed by _____, it's _____
at _____, Wisconsin, this _____ day of _____
_____, 20____.

IN THE PRESENCE OF:

Tri City National Bank

By: _____

STATE OF WISCONSIN)
OZAUKEE COUNTY)^{ss}

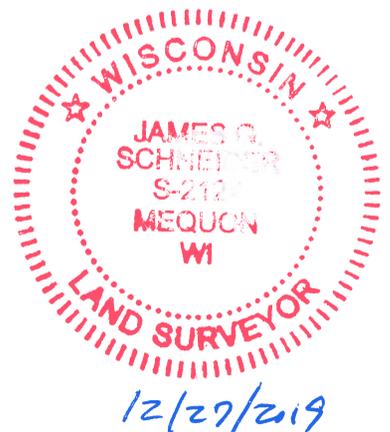
PERSONALLY came before me on this _____ day of _____
, 20____, _____, to me known to be the person who executed the
foregoing certificate and acknowledged the same.

Notary Public

My Commission expires _____

This instrument was drafted by James G. Schneider

Sheet 7 of 7 Sheets



Attachment: Exhibit B: CSM (4764 : Planning Commission Re Referral Ordinance 2019-1555)

TO: Common Council
FROM: Kim Tollefson, Director of Community Development
DATE: December 10, 2019
SUBJECT: Planning Commission Policy Subcommittee Update

Background

The Mayor and Planning Commission Policy Subcommittee would like to report on their work program efforts to date. In mid-2019, the Mayor established a subcommittee of the Planning Commission to address policy initiatives critical to the success of the City's development goals. The subcommittee affords the Planning Commission with the ability to conduct a more in-depth analysis of issues facing the City and provide collaboration with and direction to staff. This scheduled, second meeting per month started in August of last year and reserves regularly scheduled Planning Commission meetings on the second Monday of each month for action on development proposals seeking approval for construction.

The Planning Commission Policy Subcommittee membership includes the following:

- Mayor John Wirth, Chair
- John Stoker
- Jim Schaefer
- Brian Parrish
- Gregg Bach
- Stephanie Hawley
- Dan Gentas

Committee Work Analysis

At the Committee's kick-off meeting, it was determined that a comprehensive evaluation of the entire Port Washington Road corridor was a top priority. Several factors led to this decision, such as recent survey results (2013 and 2019), the former East Growth Study and Market Analysis (2012/2013), the redevelopment phase that Port Washington Road is facing, changes to I-43 and anticipated construction of the Highland Road interchange as well as the establishment and success of Town Center since 2015.

The Committee is committed to studying the entire Port Washington Road corridor prior to advancing recommendations. Defined Area #1 is the corridor from Highland Road north to Pioneer Road. This area has been the subject of recent development inquiries and some non-residential development, including religious institutions and landscape contracting businesses. Defined Area #2 is the corridor from Highland Road south to County Line Road. This area is experiencing redevelopment and includes two TID (Tax Increment Districts) that allow for incentives. There are also opportunities for infill and redevelopment that the City wants to encourage.

In each study area, the Subcommittee will focus on zoning, land uses, opportunities for clustering synergistic uses, market conditions, property owner and neighborhood interests, architectural and site design standards and streetscaping.

As part of the Subcommittee's work, the review and analysis of the following factors has been completed:

- Current Zoning and Land Use for the Entire Corridor
- Summary of Market Data Over the Last 10-Year Period
- Overview of TID Project Plans and Subject Sites within these Districts (TID's #4 & #5)
- I-43 Design and Construction Update
- Port Washington Road Traffic and Vehicle Thresholds
- Infrastructure and Utilities: Road Widening, Sewer & Water
- Cost Estimates Related to Utility Expansion
- Evaluation of Soil Conditions Related to Private Systems for Water & Sewer

Public Outreach

The Mayor and Planning Commission Policy Subcommittee hosted an Open House on Thursday, November 21. The event was attended by approximately 150 members of the public. The diverse group of stakeholders worked collaboratively through a set of instructions to arrive at 20 varying maps displaying each group's desired land uses along the Port Washington Road corridor (Study Area #1) on a parcel-by-parcel basis. The results of the desired land uses led to some preliminary consensus; however, the Subcommittee will not finalize or formalize recommendations until additional analysis is completed. In advance of the Open House, staff also conducted one-on-one meetings with property owners within Study Area #1. As a result of these property owner meetings and the Open House, the Subcommittee directed staff to conduct supplemental focus group meetings and begin a more in-depth analysis of Study Area #2.

Project Timeline

The Subcommittee is currently evaluating the project timeline for 2020 with the intent of concluding the analysis of the Port Washington Road corridor and forwarding recommendations to the Planning Commission and Common Council prior to the end of the year.

Additional Initiatives

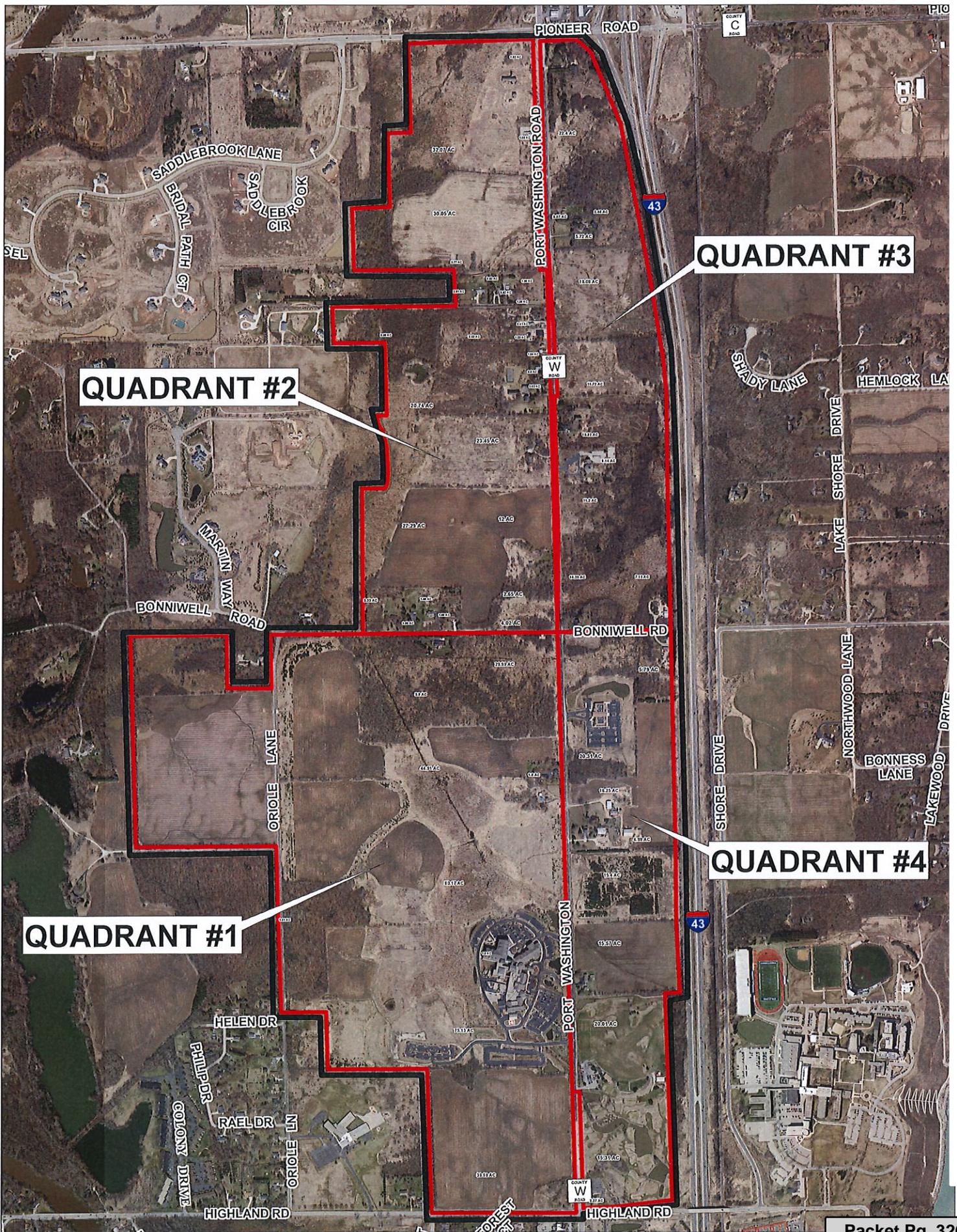
Additional work program initiatives prioritized by the Subcommittee include an in-depth evaluation of the 2019 City survey results, a review of the City's conservation subdivision zoning regulations, and examining Lake Michigan zoning regulations.

The Planning Commission and Common Council will continue to receive periodic updates via packet distribution, the City's weekly bulletin and debriefings during regularly scheduled meetings.

Attachments:

Packet Docs_Land Use (PDF)

STUDY AREA



QUADRANT #2

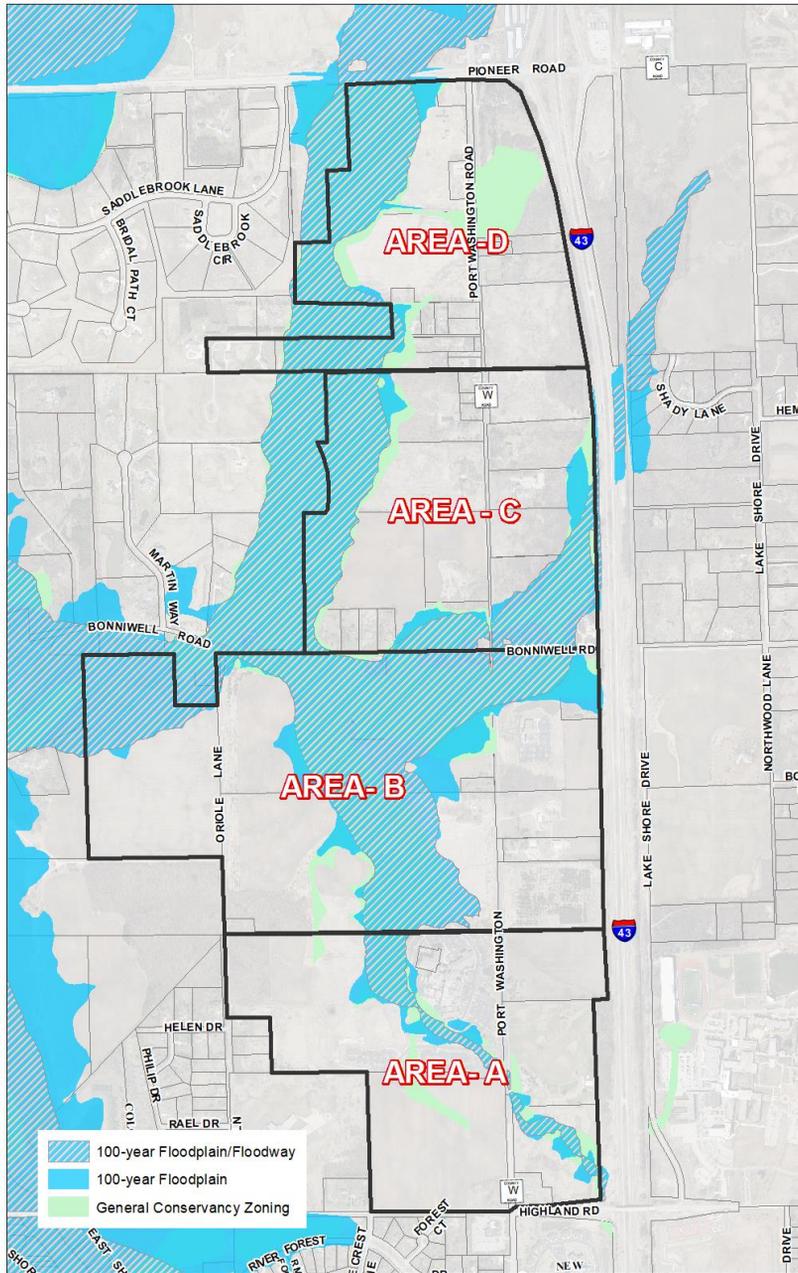
QUADRANT #3

QUADRANT #1

QUADRANT #4

Attachment: Packet Docs_Land Use (4569 : PC Policy Subcommittee Update)

East Growth Area Expansion Evaluation



Attachment: Packet Docs_Land Use (4569 : PC Policy Subcommittee Update)

	<i>Description of Scenrio</i>	<i>Sewer Cost</i>	<i>Water Cost</i>	<i>Total Cost</i>	<i>Area</i>	<i>Staged Scenarios</i>
I	<i>Full Build Out</i>	<i>\$12.5~\$18.5m</i>	<i>\$1.3~\$3.1m</i>	<i>\$13.8~\$21.6m</i>	<i>D</i>	<i>(11,10,9)</i>
II	<i>North of Bonniwell</i>	<i>\$10.0~\$15.5m</i>	<i>\$1.0~\$2.4m</i>	<i>\$11.0~\$17.9m</i>	<i>C</i>	<i>(8,7,6)</i>
III	<i>South of Bonniwell</i>	<i>\$8.3~\$12.4m</i>	<i>\$0.7~\$1.6m</i>	<i>\$9.0~\$14.0m</i>	<i>B</i>	<i>(5,4,3)</i>
IV	<i>Oriole Lane Only</i>	<i>\$2.0~ \$4.5m</i>	<i>\$0.8~\$1.2m</i>	<i>\$2.8~ \$5.7m</i>	<i>A/B</i>	<i>n/a</i>
V	<i>North of Highland</i>	<i>\$2.0~ \$7.8m</i>	<i>varies</i>	<i>>\$2.0m</i>	<i>A</i>	<i>(1,2)</i>

PW

PORT WASHINGTON ROAD STUDY AREA: 1 OF 2

OBJECTIVE

Open House: Gain input from property owners directly and indirectly affected by land use changes.

WORK

Committee Focus on the Entire Port Washington Road Corridor to Encourage Redevelopment & Desired Development North of Highland Road

Area 1: Port Washington Road; North of Highland Road, South of Pioneer Road

Area 2: Port Washington Road, North of County Line Road, South of Highland Road

LAND USE & ZONING

CURRENT • LAND USE & ZONING

The majority of the study area is 5 acre single-family residential land use and zoning, with a few intermittent institutional and commercial uses.

OPPORTUNITY • 2013 STUDY & 2019 SURVEY

A mix of residential, commercial and institutional uses are being evaluated.

UTILITIES: WATER & SEWER

WATER & SEWER

The study area is currently outside of the Water Service Area and outside of the Sanitary Sewer Service Area, so parcels predominately use wells for water service and privately-owned treatment systems for waste disposal.

Private systems (wells/septic): Can be utilized in any scenario

Community systems: Can be utilized in any scenario

Public systems: Can be utilized in any scenario

The preliminary cost estimates for water service for full build out of the entire corridor is \$1.3-3.1M.

The preliminary cost estimates for sewer service for full build out of the entire corridor is \$12.5-18.5M

While not required, serving the study area with public water and sewer would equate to an impact fee of ~\$27-43K/1 acre, typically paid for through new development.



DCD1@CI.MEQUON.WI.US



262.236.2902

PW

PORT WASHINGTON ROAD STUDY AREA: 2 OF 2

TRANSPORTATION

The local share cost for construction is \$3.5M (shared between City and Ozaukee County). A park and ride lot and noise walls may be necessary with the expansion of I-43.

Expansion of Port Washington Road from 2 to 4 lanes may or may not occur. One factor when considering expansion is when average daily traffic exceed 20,000 trips. Port Washington Road south of Pioneer Road is currently at 8,700 daily trips. Port Washington Road south of Highland Road is currently at 13,700 trips. There is no plan to expand Highland Road.

CAUSE & EFFECT: SAMPLE SCENARIO #1

ENTIRE CORRIDOR DEVELOPS AS SINGLE-FAMILY

Assumes entire corridor develops as single-family at generally 1 acre densities resulting in approximately 360 new homes. The traffic impact is less than the daily traffic threshold of 20,000 trips.

CAUSE & EFFECT: SAMPLE SCENARIO #2

MIX OF SINGLE-FAMILY, SENIOR HOUSING, LIMITED COMMERCIAL USES

Assumes single-family development at 1 acre densities resulting in approximately 200 new homes. In addition to single-family, this scenario assumes a mix of senior housing and care facilities (378 units) like New Castle and limited commercial and office development (866,666 square feet). The traffic impact is approximately at the daily traffic threshold of 20,000 trips.



DCD1@CI.MEQUON.WI.US



262.236.2902



PORT WASHINGTON ROAD STUDY AREA: 2 OF 2

CAUSE & EFFECT: SAMPLE SCENARIO #3

2013 East Growth Plan

This scenario assumes the original 2013 East Growth land use preferences including single-family, multiple-family and commercial uses. The traffic impact is greater than the daily traffic threshold of 20,000 trips.

Attachment: Packet Docs_Land Use (4569 : PC Policy Subcommittee Update)



DCD1@CI.MEQUON.WI.US

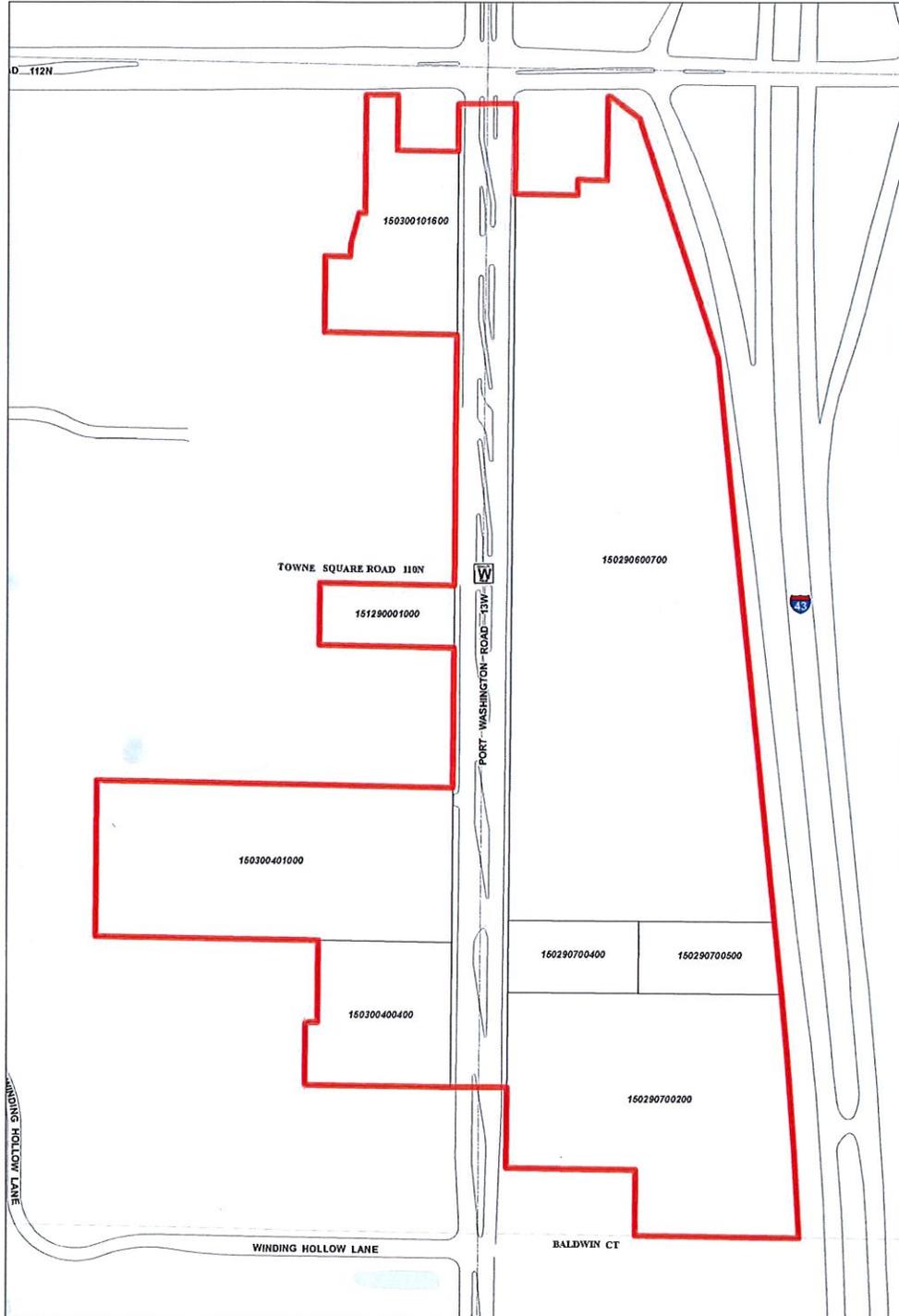


262.236.2902

3

MAP OF PROPOSED DISTRICT BOUNDARY

*Proposed TIF District #4
Parcel Identification*



1:2,400

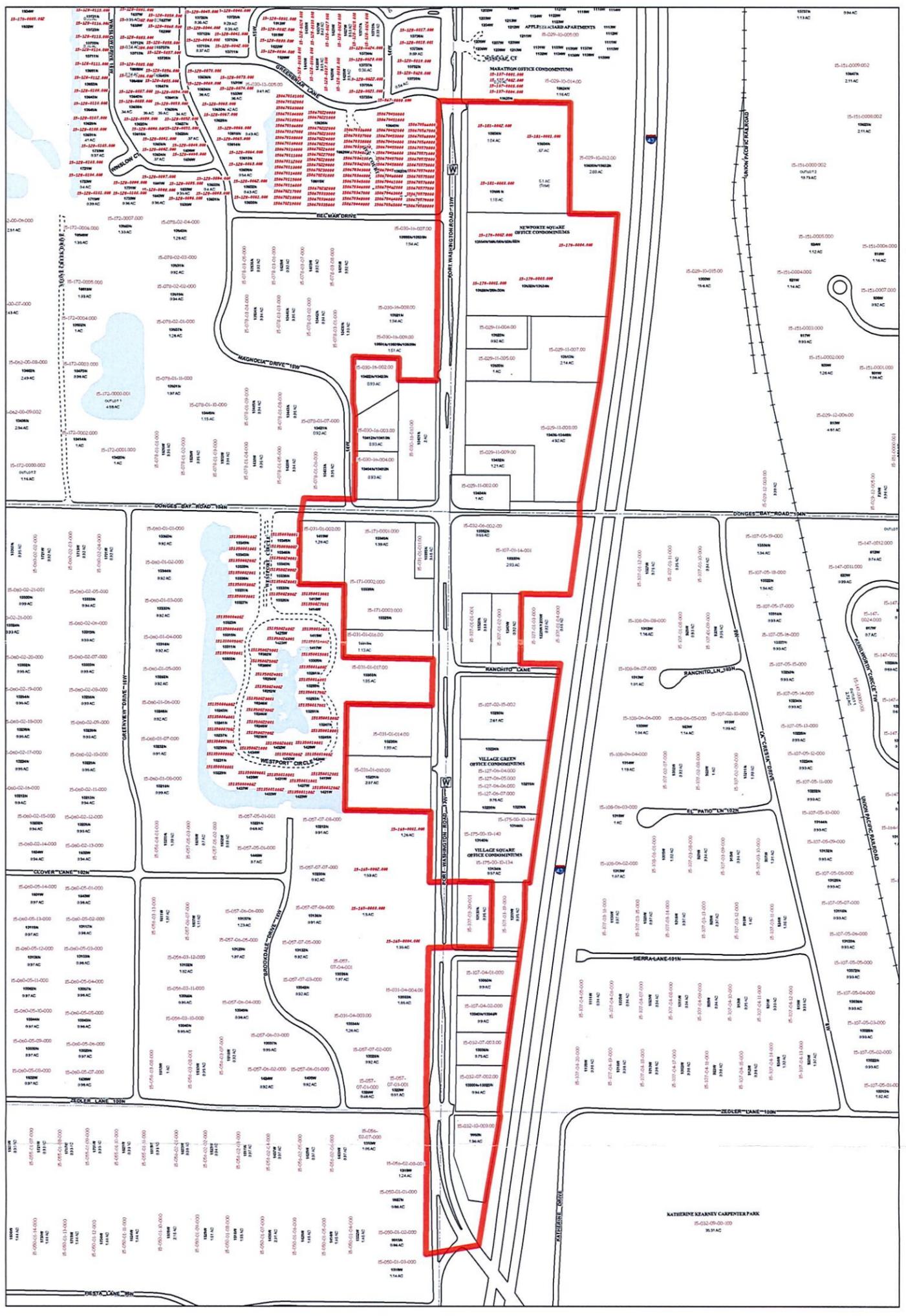
D:\s: 12/22/2011
Data Saved: 12/22/2011 11:01:46 AM
Path: Y:\GISData\work\Project\YsmTIF_4_Parcel_ID_ANS_B.mxd

Attachment: Packet Docs_Land Use (4569 : PC Policy Subcommittee Update)

3

MAP OF PROPOSED DISTRICT BOUNDARY

Proposed TIF District #5 Parcel Identification



1:4,600

0 300 600 900 Feet

Date: 2/24/2012 Date Saved: 2/24/2012 11:11:59 AM Path: \\G:\data-work\Projects\KtmTIF_5_Parcel_ID_ANSI_B.mxd

Attachment: Packet Docs_Land Use (4569 : PC Policy Subcommittee Update)



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2915
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Attorney

TO: Mayor and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: January 7, 2020
SUBJECT: East Trunk Sewer Basement Damage Claims – January 14, 2020 Council Meeting

Background

In December, as part of consideration of the claims for basement damaged to the properties located at 10340 N. Westport Circle, 10346 N. Westport Circle, and 10348 N. Westport Circle allegedly resulting from work on the East Trunk Sewer project, I was given certain direction with respect to how to handle the claims. These items have been scheduled for further consideration at the January Council meeting, and it has been noticed for a potential closed session. The Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is involved.

It is anticipated that the discussion in closed session on this item could potentially center around an update related to the status of the claims and further direction as to the strategy to be adopted with respect to the claims.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §§ 19.85(1)(g) for the purpose of conferring with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the Council with respect to litigation in which it is involved.



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2915
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of the City Attorney

TO: Mayor and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: January 7, 2020
**SUBJECT: Closed Session for City Attorney and Administrator Performance Reviews –
January 14, 2020 Meeting**

Background

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the Council has jurisdiction or exercises responsibility. This section allows for the use of a closed session to discuss performance reviews for City employees and officers such as the City Attorney and Administrator.

Recommendation

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of the City Attorney and/or City Administrator.