City of Mequon

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 & Televised

COMMITTEE OF THE WHOLE
Tuesday, February 8, 2022
6:30 PM
Christine Nuernberg Hall

Agenda

1. Call to Order, Roll Call

2. Approval of Meeting Minutes
   a. January 11, 2022 Minutes

3. Departmental Reports
   a. Finance Department
   b. Clerk's Office
   c. Community Development
   d. Public Works
   e. Fire Department
   f. Police Department

4. Resolution
   a**. RESOLUTION 3913 -** A Resolution Authorizing the Borrowing of Not-to-Exceed $9,620,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor

5. Ordinances
   a. **ORDINANCE 2021-1616** - An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property

7. Future Policy Items for Discussion/Consideration/Analysis

8. Adjourn

Dated: February 8, 2022 *. /s/ John Wirth, Chair*

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

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

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM.

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COMMITTEE OF THE WHOLE
Tuesday, January 11, 2022
6:45 PM
Christine Nuernberg Hall

Minutes

1. Call to Order, Roll Call

   Mayor Wirth called the meeting to order at 6:45 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, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Community Development Director Tollefson, Assistant Community Development Director Zader, Engineering and Public Works Director Lundeen, Finance Director Engroff, Fire Chief Bialk, Deputy Fire Chief Zellman, Fire Battalion Chief Boettcher, Police Chief Pryor, Water Utility Operations Supervisor Voigt, Parks and Forestry Superintendent Gies, press and interested public.

2. Departmental Reports: None.

3. Resolutions

   a. **RESOLUTION 3909** A Resolution Amending the 2021-2024 Collective Bargaining Agreement Between the City of Mequon and the Mequon Fire & EMS Association, in Connection with Establishment of a Full-Time Paramedic/Firefighter Position

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

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

b. **RESOLUTION 3910** A Resolution Approving Acceptance of a $20,000 Donation from the Thiensville-Mequon Rotary Foundation and Authorizing the Purchase and Installation of an ADA Accessible Fishing Pier at Rotary Park by Summerset Marine Construction, Eagle, Wisconsin, for a Total Cost of $70,000

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

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

4. Discussion

a. **ORDINANCE 2021-1616** An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property

City Attorney Sajdak briefly revisited the background for this discussion Ordinance 2021-1616 and the idea of a Free Area.

Cheryl Rebholz spoke against this ordinance. She opposes elimination of the blue way-finding signs, and advertising signs.

Discussion ensued within the Committee regarding the grand fathering options and recommendations. Attorney Sajdak would not recommend grand fathering these signs as it is advertising, and the city would be required to approve any and all requests. Discussion continued pertaining to definitions of directional signs versus advertising signs and the dislike of the Free Area idea.

RESULT: **Tabled [Unanimous]**
MOVED BY: Alderman Nerbun
SECONDED BY: Alderman Strzelczyk

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

b. Potential Renewal of the City's Membership in the League of Wisconsin Municipalities

Motion to Renew the City's Membership in the League of Wisconsin Municipalities

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

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

5. Future Policy Items for Discussion/Consideration/Analysis: None.

6. Adjourn

   Motion to Adjourn at 7:33 PM.

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

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

Respectfully Submitted,

Janet Meyer

City of Mequon

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TO:	**Committee of the Whole**
FROM:	**Jennifer Engroff, Finance Director**
DATE:	**January 31, 2022**
SUBJECT:	**Finance Department Report**

On a quarterly basis, the Finance team shares an unaudited budget report with the Finance-Personnel Committee to inform regarding the financial position of the City's General Fund. The report tracks actual performance to budget for both revenues and expenses while also providing several years of historical data for comparison purposes. Moving forward, this report will be routed through the Committee of the Whole as Finance's departmental report.

December 31, 2021 preliminary results are typically shared in April after staff has processed year end journal entries and accruals and audit fieldwork is completed. Final audited results are shared with the Common Council in June, after the Comprehensive Annual Financial Report has been drafted, reviewed, and finalized. September 30, 2021 results which were shared at the November Finance-Personnel Committee Meeting have been attached for illustration purposes. The City is on track to end the year with a sizable surplus within the General Fund. During the budgeting process last Fall, the City was projecting a surplus of nearly $138,000.

Finance is always interested in receiving feedback on how the report could be enhanced for the future. Please reach out to Jennifer Engroff or Marie Keyser should you have any questions or feedback.

Attachments:
09.2021 Revenues (PDF)
09.2021 Expenditures (PDF)

City of Mequon

REVENUES	Original Budget	Amended Budget	Actual	YTD %	% of Total	FY 20 ACTUALS	FY 19 ACTUALS	FY 18 ACTUALS
	FY 2021 - Quarter 3					**PRIOR YRS COMPARISON**		
Taxes	11,744,633	11,744,633	11,744,636	100.00%	76.9%	10,907,975	10,795,326	9,969,088
State Shared Revenue	536,335	536,335	242,079	45.14%	1.6%	235,500	232,910	217,425
Intergovernmental	1,660,394	1,660,394	1,273,912	76.72%	8.3%	1,335,162	1,258,478	1,150,677
Licenses	60,400	60,400	56,807	94.05%	0.4%	16,257	67,457	49,384
Permits - Inspection	758,250	758,250	721,705	95.18%	4.7%	488,359	690,986	784,520
Permits - Other	58,200	58,200	57,480	98.76%	0.4%	55,490	53,555	56,018
General Fees	87,000	87,000	141,807	163.00%	0.9%	86,698	71,272	76,708
Public Safety Fees	1,016,500	1,016,500	393,789	38.74%	2.6%	383,698	583,959	561,013
DPW Fees	82,250	82,250	82,861	100.74%	0.5%	56,101	74,411	121,429
Pool & Park Fees	111,200	111,200	132,189	118.88%	0.9%	47,916	109,648	119,458
Development Fees	64,500	64,500	51,449	79.77%	0.3%	42,873	56,830	61,573
Special Assessments	3,500	3,500	4,518	129.08%	0.0%	3,129	4,206	1,462
Internal Service Fees	334,749	334,749	-	0.00%	0.0%	-	-	-
Other Revenue	858,435	858,435	351,819	40.98%	2.3%	543,716	327,043	334,367
Investment Revenue	135,000	135,000	14,057	10.41%	0.1%	107,528	154,769	58,166
Total General Fund Revs	17,511,346	17,511,346	15,269,108	87.20%	100.0%	14,310,402	14,480,852	13,561,289

Key:

- Postive variance vs. year-to-date budget, or timing difference not anticipated to result in a year-end variance
- Negative variance of .01% to 4.99% vs. year-to-date budget
- Negative variance ≥ 5% vs. year-to-date budget

Notes: State Shared and Intergovernmental Revenues expected in October and November.

Ambulance Revenues lag several months and receive accruals at the end of year, however Public Safety Fees are down as a whole.

Internal Service Fees recognized as part of year-end process.

Other Revenue includes: Cell Tower Leases, Cable TV Fees, Annual Workers Compensation Dividend & Fund Balance Transfers. Many categories in "Other Revenue" recongized as year-end process.

Investment Revenue is way down this year.

EXPENDITURES	Original Budget	Amended Budget	Actual	YTD %	% of Total	FY 20 ACTUALS	FY 19 ACTUALS	FY 18 ACTUALS
Common Council	77,582	77,582	57,997	74.76%	0.5%	67,752	104,258	76,365
City Administrator	277,432	277,432	205,509	74.08%	1.6%	189,022	196,273	190,971
City Clerk	331,321	331,321	224,539	67.77%	1.8%	234,579	199,021	194,256
Elections	37,753	37,753	27,482	72.79%	0.2%	78,780	33,209	44,833
Information Technology	334,767	334,767	309,110	92.34%	2.5%	253,856	236,243	203,030
Finance	451,813	451,813	385,432	85.31%	3.1%	435,437	423,179	448,831
Assessor	345,166	345,166	246,666	71.46%	2.0%	229,097	170,056	163,836
Human Resources	187,783	187,783	151,071	80.45%	1.2%	128,808	124,411	119,043
Legal Counsel	100,307	100,307	29,332	29.24%	0.2%	(3,080)	10,199	31,193
Police	5,749,036	5,749,036	3,791,533	65.95%	30.4%	3,638,137	3,679,550	3,684,303
Fire/EMS	2,287,392	2,197,392	1,413,962	64.35%	11.4%	1,247,270	1,170,971	992,001
Communications	690,002	690,002	436,239	63.22%	3.5%	463,819	471,863	444,412
Police Reserve	4,861	4,861	1,030	21.20%	0.0%	133	2,533	2,573
Inspections	525,305	525,305	352,231	67.05%	2.8%	364,058	393,443	341,022
Building Maintenance	636,038	726,038	568,602	78.32%	4.6%	470,792	479,579	433,793
Fleet Services	517,278	517,278	377,966	73.07%	3.0%	360,674	418,066	403,689
Engineering	581,150	581,150	432,764	74.47%	3.5%	368,097	471,461	471,774
Highway	1,999,217	1,999,217	1,359,966	68.02%	10.9%	1,290,200	1,358,575	1,337,362
Forestry	172,652	172,652	114,277	66.19%	0.9%	72,756	-	-
Recycling	27,946	27,946	12,508	44.76%	0.1%	18,072	14,394	11,837
Library Grant	1,058,000	1,058,000	1,058,000	100.00%	8.5%	1,075,000	1,050,000	1,049,000
Swimming Pool	101,363	101,363	101,843	100.47%	0.8%	101,666	88,914	112,025
Parks	543,032	543,032	424,690	78.21%	3.4%	412,552	463,594	446,731
Planning	474,150	474,150	373,954	78.87%	3.0%	329,130	306,725	299,205
Total General Fund Exp	17,511,346	17,511,346	12,456,702	71.14%	100.0%	11,826,607	11,866,517	11,502,082
Net Surplus (Loss)	-	-	2,812,406			2,483,795	2,614,334	2,059,208
Fund Balance - Beginning of Year	2,486,438	2,486,438	2,486,438					
Fund Balance - End of Year	2,486,438	2,486,438	5,298,844					

The two anticipated elections for 2021 occurred already. The November election is being paid for by the School District. They will be reimbursing the City for staff Overtime and supplies.

IT's budget is projected to be overdue due to unbudgeted internet bills, an increase in the printer service contract and failed equipment requiring replacement.

Finance will receive chargeback for insurance costs from the Sewer and Water Utilities, however may be over at year end due to unbudgeted staff turnover.

Human Resources has recruited for several positions this year, and that in turn increases pre-employment screening costs.

All four quarters of library grant payments have been made as of September 30, 2021.

Swimming Pool season has ended.

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www.ci.mequon.wi.us **Office of City Clerk**

TO: **Committee of the Whole**
FROM: **Caroline Fochs, City Clerk**
DATE: **February 3, 2022**
SUBJECT: **Clerk's Office Report**

Election-Related

The Clerk's Department has been focused on election consistency throughout the polling sites on election day. New procedures were rolled out to election workers and there has been an emphasis on training.

- Issued 1310 absentee ballots for the February 15, 2022 Primary Election
- Successfully pre-tested the voting equipment to ensure accurate tabulating
- Successfully pre-tested Badger Books (electronic poll books) to ensure reliable performance
- Provided seven Election Inspector training sessions with 83 in attendance
- Visited five Residential Care facilities and assisted 166 residents to vote absentee
- Staff attended two webinars on election security and administration
- Purchased new signage for elections
- Ordered and received 30,000+ absentee envelopes and began prepping for upcoming election. (Due to supply shortages staff is encountering, a sufficient number of envelopes were purchased to administer all 2022 elections.)
- Collected and vetted Campaign Filings for Mayor and Aldermen
- Continued transition to new districts/wards by creating new address listing for all polling sites, printing new maps for city hall and polling sites, and creating new signage.
- In late 2021, staff identified deficiencies in election laws as they pertain to driver's licenses of non-US citizens. In working with Representative Knodl and Senator Darling, a bill has recently been drafted to address these concerns, and sponsors to the bill are currently being sought.

Clerk-Related

The Clerk's Department has been focused on licensing renewal preparations, cross training staff, and initiating/completing required reporting to the State, along with regular duties.

- Completed annual reporting of tobacco-related businesses to the Department of Revenue
- Began preparations for annual licensing period
- Closed out nine open record requests
- Began training of staff and issued Committee of the Whole packet
- Reconciled 2021 budget accounts
- Participated in interviews for the Engineering Secretary position

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www.ci.mequon.wi.us **Office of Community Development**

TO: Committee of the Whole
FROM: Kim Tollefson, Director of Community Development
DATE: February 8, 2022
SUBJECT: Community Development Report

Community Development Departmental Report
January 2022

Major Policy Work:
The Economic Development Board and Ad Hoc Port Washington Road Design Committee are collectively addressing the best tools to encourage redevelopment and revitalization of the Port Washington Road corridor through a variety of programs. The tools include a modified TID incentive policy, street beautification, new architecture and site design standards and zoning changes. The recommendations from these boards and committees will soon advance to the Common Council for input and action.

The Ulao Creek neighborhood's four, new zoning districts took effect on January 1, 2022. Since then, staff has discussed potential development proposals on three different sites including single-family residential development and commercial development.

Major Project Updates:
The mixed residential development considered by Miller Marriot for the area south of Donges Bay and north of Lilly Lane Preserve is no longer active.

Development and Engineering staff are working to coordinate efforts for road work and the OIT crossing within the Town Center neighborhood with both WisDOT and We Energies. The next coordination meeting is scheduled for mid-February.

Development staff is coordinating with Federal Emergency Management Agency (FEMA) for mapping new data related to floodways throughout the City.

Work Program Status

Work Program	Status	Board	Common Council
PW Road Streetscape	In Process	Ad Hoc PW Road Design	April
PW Road TID Incentives	Approved	Economic Development	May
PW Road Architecture	In Process	Ad Hoc PW Road Design	April
TC OIT & Road	In Process	COTW / CC	TBD
Management Partners	In Process	Internal	TBD

Permit & Application Status

No. Inspection Permits:	322

December 2021	
No. Architectural Review Board Applications: December 2021	4
No. Zoning Applications: **January 2022**	2
Department Revenue: **December 2021 Estimate**	$942,635

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Office of Public Works

TO: Committee of the Whole
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: February 8, 2022
SUBJECT: Public Works Report

Key Performance Indicators

Buildings	**This Month**	**Year to Date**
Streetlights Repaired	10	10
Facility Projects/Updates Completed	2	2
Snow Events	9	9
Engineering		
Development Plan Reviews	2	2
Green Infrastructure Plan Reviews	2	2
Right-of-way Permits issued	8	8
Erosion Control Permits Inspected	1	1
Stormwater BMP Certifications	2	2
Drainage Concerns Inspected	1	1
Fleet		
Repair Operations	49	49
Forestry		
Inspections	9	9
Ash Trees Removed	342	342
Trees Pruned-days	10	10
Other Trees Removed	115	115
Snow Events	9	9
Highway		
Roadside Mowing (Hours)	72	72
Snow Events	9	9
Tree Removals	457	457
Tree Pruned-days	10	10
Christmas Tree Chipping	1153	1153
Parks		
Winter Meetings	4	4
Winter Building Maintenance	2	2
Piers	2	2
Tree Removals	60	60
Hard Surface Trail Miles (plowed)	35	35
Snow Events	9	9
Gravel/Chip Trail Miles Groomed	15	15
Sewer		
Number of Manholes Inspected	56	56
Small Diameter Mainline Rehab (ft)	4012	4012
Jetted mainline sewer (ft)	1738	1738
Water		
Non-Revenue Water (1,000s Gallons)	19,755	19,755

% Non-Revenue Water	18.75	18.75
Max Water Use Day (1,000s Gallons)	1,073,000	1,073,000

Project Status

Project/Operation	**Status**
Prairie View Lane Drainage Issue	City Staff in process of securing a Right of Entry permit from MMSD to remove a mass that is impeding drainage. Also working with property owners on Shorecliff to secure permission to remove a rootball from County owned drain tile.
OIT Crossing/Mequon Road Corridor	City Staff will generate an updated exhibit for the requested signage and advanced flashing beacon for the OIT crossing and resubmit to WisDOT. Concurrently working with design engineer to confirm that the contract award in November 2020 accurately represents the current project scope.
Hawthorne Road	Identification of tree removal for ash tree abatement and drainage design.
MS4 Permit	Staff is in process of reviewing a draft 2022 permit from the DNR.
Reuter Improvements	Floor grinding and polish, interior painting, LED light conversion.
Lemke Park Design	Continued work with architect to complete scope of services.
Rotary Fishing Pier	Ordered Stone, removal of existing pier, contractor to start installation.
Pukaite Woods	Trail grooming for February 19th candlelight hike.
Katherine Kearney Park	Tree removal contract- creating buffer zones.
City Hall IT Area Revamp	Revamped new IT room at City Hall (cleared out/organized, painted room, replaced entire ceiling, updated lighting to T8 fluorescents).
City Hall Flood	City Hall sanitary sewer lateral obstruction caused flood in lower level of old City Hall (restrooms and halls).
Public Safety Building	Two air handler units (AHUs) had frozen coils which caused the u-bends (16 coils/u-bends total) to crack and pour boiler water out around these locations.
Cedarburg Road Street Lights	Three street lights were repaired with parts in-house. (awaiting parts for several more).
Sewer Rehabilitation	Sewer Main Grouting and CIPP Lining in Country Club Drive, Cedarburg Road, and Glen Oaks Easement west of Port Washington Road.
I-43 Water Main Relocation	County Line Road and Highland Road completed with active connections.
Ranch Road LS E	No volunteers for Easements to relocate LS E following 4 Public Information meetings. 6 people attended
Sewer Lateral Work	MMSD Authorized funding agreement. Consultant NTP for Re-Bid sonde locate, install clean-outs and grouting.
Cedarburg Rd STH 57	Requested quotes for 5 lateral repairs between County Line Road to Mequon Road.

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Office of Fire/Ambulance

TO: Committee of the Whole
FROM: David Bialk, Fire Chief
DATE: February 3, 2022
SUBJECT: Fire Department Report

Mequon Fire Department
Monthly Report - January 2022

Calls for Service

Call Type	2022	YTD 2022	YTD 2021
EMS	194	193	175
Fire	33	33	30
Total	226	226	205

Response Times

Call Type	Average Response Time
First Responder	NA
Ambulance on Scene 90% of the Time	13 Minutes
Fire	NA

January "On Call" Hours

Hours to be covered in January by POC's	4,464	100%
Hours covered by POC's and BC's	3,166	71%
Uncovered hours	1,298	29%

Fire Calls

Type/Cause	Number
Fire (structure, car or vegetation)	3
Rescue / Emergency Medical Service Incident	193
Hazardous Condition (no fire, chemical/electrical problem, gas leak)	2
Service Call (smoke removal, mutual aid standby)	5
Good Intent Call (cancelled enroute to alarm or smoke mistaken for fire)	8
False Alarm/False Call (fire alarm, co alarm, or malfunction of system)	15
Severe Weather	0
Monthly Total	226

EMS Calls - By Dispatch Reason/Most Common

Type/Cause	Number
Fall Victim	38
Breathing Problem	24

Weakness	16
Abdominal Pain/Problem	14
Sick	14
Traffic Accident	10
Unconscious	9
Lift Assist	7
Back Pain	6
Pain	5

Community Education

Activity	**Number**
Department Tours/Fire Prevention Presentations* (Tour groups, birthday parties, community events)	0
Fire Prevention Talk (Offsite - school, facility, business, etc.)	0
CPR/AED Classes Perform	3
Number of Students Certified in CPR	8

Administrative

ActivityNumber	
False Alarm	13
Burn Permits Issued	44
Fire Inspections	26
Fire Code Violations Found	18

January 2022 Monthly report

Fire Inspection
The most common violations found during fire inspections were a lack of inspection and maintenance being performed on fire alarm and sprinkler systems. NFPA Fire Code states that all alarm and sprinkler systems must be inspected and tested annually by a licensed professional. Maintaining both fire alarm and sprinkler systems are important for life safety because early notification leads to better life safety and faster mitigation.

Fire Inspectors performed two tests of new fire alarm systems in new construction and conducted two roughed-in sprinkler systems inspections.

Fire inspectors also participated in two preconstruction meetings.

Three new paramedics have completed over 24 hours of rigorous onboard training with Battalion Chief Schneider throughout the month of January. This training allows for new paramedics be oriented to departments guidelines and equipment, as well as further developing and verifying advanced skillsets.

This class of paramedics is currently employed by MFD, all having recently graduated from their respective paramedic training programs. Alexander Knauss (Milwaukee Area Technical College Paramedic Program); Sarah Baker (Lakeshore Technical College Paramedic Program); Rick Lemke (Madison College Paramedic Program).

Notable Medical Incidents:

- On January 4th, 2022, Mequon paramedics responded to a residence for the report of a female choking on food. On arrival, the 87-year-old patient was unresponsive and was not breathing. Paramedics preformed a procedure to visualize the inside of the airway, successfully removing the obstruction. The patient was stabilized and transported to the emergency department, making a full recovery.

- On January 6th, 2022, Mequon paramedics resuscitated a 75-year-old male patient who suffered a cardiac arrest at residence. He was transported to Ascension Columbia St. Mary's Ozaukee.
- On January 30th, 2022, Mequon's Battalion Chief was requested to respond along with Thiensville Fire Department to the Village of Cedarburg. An adult male patient suffered a severe traumatic brain injury after falling down a flight of stairs. Mequon's Battalion Chief provided advanced airway management (Rapid Sequence Intubation) to the patient prior to transferring care to Flight for Life.

The Department conducted ice rescue training in the second week of the month for the whole department. This training is key this time of year as there are a lot of small and large bodies of water located in and around the City of Mequon.

12 hours of Fire and EMS training was conducted with a total average of 19 members showing up for training each week (4 weeks of training)

6 hours of Special operations training was conducted with the focus on rope rescue

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Office of Police

TO: Committee of the Whole
FROM: Patrick Pryor, Chief of Police
DATE: February 3, 2022
SUBJECT: Police Department

This report provides the number of calls received or generated within the police department for the specified month.

Total Calls

Police Calls – January 2022	2726

Crime Related Calls

Call Type	Number of Calls
Battery	2
Burglary	3
Disorderly Conduct	13
Domestic Violence - Physical	1
Domestic Violence - Verbal	2
Fraud	5
Harassment	1
Motor Vehicle Theft	1
Retail Theft - Shoplifting	1
Theft	18

Officer Initiated Activity

Call Type	Number of Calls
Drug Investigation/Arrest	8
Vehicle Traffic Stop	190
K9 Deployment	20
Business Check	792
Secure/Check Park	215
Find Open Door/Window	3
Assist Other Agency	64

Traffic Related Calls

Call Type	Number of Calls
Operating Intoxicated Arrests	4
Accident with Injury	1
Accident with Damage only	19
Non-Reportable Accident	15
Car Killed Deer Accidents	11
Traffic/Driving Complaints	22
Disabled Vehicle	35
Debris on Roadway	12

Community Related Calls

Call Type	Number of Calls
911 Hang up/Open Line	147
Emergency Detention	1
Public Inebriation	0
Suspicious Vehicle or Person	51
Welfare Check	448
Rescue Calls	140
Assist Citizen	66

Training

Total Police Training Hours – November 2021	144

Department Staffing

Authorized Sworn Officers	40	Authorized FT Dispatchers	7
Current Sworn Officers	39	Current FT Dispatchers	5
Officers in Training	0	FT Dispatchers in Training	2
		Authorized PT Dispatchers	3
		Current PT Dispatchers	3

These items are a snapshot of activities the department is currently working on. This list is not all encompassing.

- The Police Department made a conditional offer to an officer during the week of January 10th. The officer is now in the final process of hiring, completing the medical and psychological testing. The officer is tentatively scheduled to be sworn in on February 14.
- A full-time dispatcher started on Monday January 31. The training program for dispatcher is approximately 16 weeks.
- The Flock license plate reading camera system has been installed. On January 19 the department had its second arrest made for a stolen vehicle as a result of this camera system
- The department is focused on completing the process for Accreditation with a target date of April 7th
- The Citizens Police Academy is scheduled to begin on February 17, 2022
- In addition to the calls listed above the department also responded to one sexual assault offense and one robbery offense.
- If you have any specific questions about the call list included with this report, or any specific calls, please email, or call the department and a member of the command staff can assist you.

City of Mequon

11333 N. Cedarburg Road
Mequon, WI 53092
Phone:
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www.ci.mequon.wi.us

Office of Committee of the Whole

TO: Committee of the Whole
FROM: Jennifer Engroff, Finance Director
DATE: January 31, 2022
SUBJECT: RESOLUTION 3913 A Resolution Authorizing the Borrowing of Not-to-Exceed $9,620,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor

Background

The City last issued General Obligation (GO) debt for local and arterial road improvements in 2019. The proceeds were spent down over the 2019-2021 construction seasons. Given the ongoing goal of having well-maintained infrastructure, the City is preparing to resume a level of effort in line with historical patterns. In order to finance this effort, staff proposes the City issue general obligation debt of approximately $5,000,000 to cover three years of road and City-owned parking lot reconstruction for the 2022-2024 construction seasons. An additional $1,750,000 of debt is proposed to satisfy the City's obligation for construction of the Highland Road Interchange. For additional background, please see the attachments titled "2022 Road Program Memo", "2022 Five Year Plan", and "Paser_Rtg2021".

With the upcoming closure and expenditure deadline of Tax Increment District No 3, $2,700,000 of the Bonds are dedicated to funding Town Center TID No. 3 public projects that were discussed during a project plan workshop held in 2021. An additional $700,000 of public projects will be undertaken with excess cash flow from TID No 3 for a total of $3,400,000, leaving the TID in a positive cash position at the time of closure in 2028 (See Exhibit titled "2022 Town Center Public Projects").

The Net Bond includes approximately $170,000 of debt issuance costs arriving at a grand total of $9,620,000.

Analysis

Staff proposes issuing up to $9,620,000 of General Obligation Promissory Notes. Some of the highlights of the debt financing include:

- $6,750,000 of the proposed Bonds are transportation-related of which $5,000,000 is for the Road Program and $1,750,000 is for the Highland Road Interchange project.
- $2.7M of the Bonds are general obligations of the City but are payable from increment generated by TID No 3.
- The estimated interest rates on the new debt obligations range from .75% to 2.15%.
- The Notes are being issued for a term of 10 years. Principal on the Notes will be due on March 1 in the years 2023 through 2032. Interest is payable every six months beginning March 1, 2023.

· Since the City is expecting to issue no more than $10,000,000 in tax exempt debt during 2022, the City will be able to designate the bonds as “Bank Qualified” obligations. Bank qualified status broadens the market for the bonds, which can result in lower interest rates.

Please see the attached pre-sale report from Ehlers as well as worksheets showing a breakdown of the proposed financing and a pro forma debt schedule. Presently, the actual sale and award of the bonds is scheduled to occur on March 8, 2022, with an estimated closing date of March 24, 2022. This resolution signals the Common Council’s intent on moving forward with the sale. Accordingly, bond counsel drafted the attached resolution for consideration and approval.

Fiscal Impact
Payable from 2023 through 2032, this debt issuance will obligate the City to incur $9,620,000 of principal payments and $912,352 of interest payments for a total financial impact of $10,532,352. However, $2,750,000 of principal and $134,250 of interest is payable from increment generated by TID No 3.

Recommendation
A recommendation is forthcoming from the Committee of the Whole on February 8, 2022.

Attachments:
PreSale.Report.Mequon 2022A (PDF)
2002 Road Program (DOC)
Road Rating Map (PDF)
2022 Five Year Plan (PDF)
Highland Road Interchange IA (PDF)
2022-2023 Town Center Public Projects (XLSX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3913

A Resolution Authorizing the Borrowing of Not-to-Exceed $9,620,000; and Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor

A. It is necessary that funds be raised by the City of Mequon, Ozaukee County, Wisconsin (the "City") for the purpose of paying the costs of street and interchange improvements and Tax Incremental District No. 3 project costs (the "Project"), and there are insufficient funds on hand to pay said costs.

B. The City hereby finds and determines that the Project is within the City's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes.

C. Cities are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. Authorization of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of not to exceed NINE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS ($9,620,000) from a purchaser to be determined by subsequent resolution of this Common Council (the "Purchaser").

2. Sale of the Notes. To evidence such indebtedness, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, general obligation promissory notes aggregating the principal amount of not to exceed NINE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS ($9,620,000) (the "Notes").

3. Award of the Notes. The City Administrator (in consultation with the City's financial advisor, Ehlers & Associates, Inc.) shall prepare or cause to be prepared an Official Notice of Sale and an Official Statement and take other actions necessary for the sale and award of the Notes on March 8, 2022.

4. Prior 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.

Approved by: John Wirth, Mayor

Date Approved: February 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 8, 2022.

Caroline Fochs, City Clerk

February 8, 2022

Pre-Sale Report for

City of Mequon, Wisconsin

$9,620,000 General Obligation Promissory Notes, Series 2022A

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Philip Cosson, Senior Municipal Advisor
Brian Roemer, Municipal Advisor
Lisa Trebatoski, Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$9,620,000 General Obligation Promissory Notes, Series 2022A

Purposes:

The proposed issue includes financing for the following purposes:

2022 Capital Projects

- Levy (various street projects). Debt service will be paid from ad valorem property taxes.
- Tax Increment District (TID) No. 3 projects. Debt service will be paid from ad valorem property taxes and abated by revenues of TID 3.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s):

- 67.12(12)

The Notes will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City's General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Notes, the City's total General Obligation debt principal outstanding will be $43.2 million, which is 16% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $226.9 million.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on March 1 in the years 2023 through 2032. Interest is payable every six months beginning March 1, 2023.

The Notes will be subject to prepayment at the discretion of the City on March 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue, no more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be able to designate the Notes as "bank qualified" obligations. Bank qualified status broadens the market for the Notes, which can result in lower interest rates.

Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current ratings on those bonds are "AA". The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating if the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes as a suitable option based on: The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure, and optional redemption.

- The City having adequate General Obligation debt capacity to undertake this financing.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Notes from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid more than face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City**.** For this issue of Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes. We anticipate using any premium amounts received to reduce the issue size.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Certificate with Respect to Arbitrage and Other Tax Matters (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitation, 6) investments yield restrictions, 7) de minimis rules, or 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Notes with an arbitrage expert to utilize one or more of the exceptions listed above.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Risk Factors:

GO with Planned Abatement: The City expects to abate a portion of the City debt service with tax incremental revenues. In the event these revenues are not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Griggs Law Office LLC

Paying Agent: Bond Trust Services Corporation

Rating Agency: Standard & Poor's Global Ratings (S&P)

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	February 8, 2022
Due Diligence Call to review Official Statement:	Week of February 21, 2022
Conference with Rating Agency:	Week of February 21, 2022
Distribute Official Statement:	March 1, 2022
City Council Meeting to Award Sale of the Notes:	March 8, 2022
Estimated Closing Date:	March 24, 2022

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Estimated Tax Impact Analysis

Bond Buyer Index

EHLERS' CONTACTS

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Brian Roemer, Municipal Advisor	(262) 796-6178
Lisa Trebatoski, Financial Specialist	(262) 796-6171
Na Lee Lee, Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Equalized Value Projection Model

City of Mequon, WI

I. Five-Year Historical TID IN Growth by Category (Data Per Wis. Dept. of Revenue)

Vaulation Year	Budget Year	Historical TID IN Equalized Value		Economic Change		New Construction		Other & Personal Property	
2017	2018	4,610,493,300							
2018	2019	4,797,857,000	4.06%	157,743,300	3.42%	56,864,700	1.23%	-27,244,300	-0.59%
2019	2020	5,048,795,100	5.23%	77,011,200	1.61%	57,146,800	1.19%	116,780,100	2.43%
2020	2021	5,232,431,000	3.64%	165,417,400	3.28%	72,799,700	1.44%	-54,581,200	-1.08%
2021	2022	5,403,150,300	3.26%	75,553,000	1.44%	72,744,100	1.39%	22,422,200	0.43%
AVERAGE CHANGE				118,931,225	2.44%	64,888,825	1.31%	14,344,200	0.30%

II. Five-Year Historical TID OUT Growth by Category (Data Per Wis. Dept. of Revenue - Breakdown Assumes Same Ratios as TID IN)

Vaulation Year	Budget Year	Historical TID OUT Equalized Value		Economic Change		New Construction		Other & Personal Property	
2017	2018	4,542,637,000							
2018	2019	4,716,942,800	3.84%	146,749,728	3.23%	52,901,640	1.16%	-25,345,569	-0.56%
2019	2020	4,914,654,800	4.19%	60,676,471	1.29%	45,025,479	0.95%	92,010,050	1.95%
2020	2021	5,049,980,900	2.75%	121,900,411	2.48%	53,648,004	1.09%	-40,222,315	-0.82%
2021	2022	5,234,737,900	3.66%	81,765,481	1.62%	78,725,614	1.56%	24,265,906	0.48%
AVERAGE CHANGE				102,773,023	2.15%	57,575,184	1.19%	12,677,018	0.26%

III. Projection of TID OUT Equalized Value - Selection of Method & Discount

	Economic Change	New Construction	Other
PROJECTION METHOD	Percent	Percent	Manual Adjustments
DISCOUNT FACTOR	33.33%	33.33%	

IV. Projection of TID OUT Equalized Value

Vaulation Year	Budget Year	Projected TID OUT Equalized Value		Economic Change		New Construction		TID Closure or Other Adjustment	
2022	2023	5,351,525,009	2.23%	75,173,987	1.44%	41,613,123	0.79%		0.00%
2023	2024	5,470,917,642	2.23%	76,851,120	1.44%	42,541,512	0.79%		0.00%
2024	2025	5,613,890,426	2.61%	78,565,670	1.44%	43,490,614	0.79%	20,916,500	0.38%
2025	2026	5,739,136,436	2.23%	80,618,845	1.44%	44,627,165	0.79%		0.00%
2026	2027	5,867,176,687	2.23%	82,417,453	1.44%	45,622,798	0.79%		0.00%
2027	2028	5,998,073,518	2.23%	84,256,188	1.44%	46,640,643	0.79%		0.00%
2028	2029	6,254,744,061	4.28%	86,135,945	1.44%	47,681,197	0.79%	122,853,400	2.05%
2029	2030	6,394,287,528	2.23%	89,821,889	1.44%	49,721,579	0.79%		0.00%
2030	2031	6,536,944,214	2.23%	91,825,817	1.44%	50,830,868	0.79%		0.00%
2031	2032	6,682,783,572	2.23%	93,874,453	1.44%	51,964,906	0.79%		0.00%
2032	2033	6,831,876,610	2.23%	95,968,794	1.44%	53,124,244	0.79%		0.00%
2033	2034	6,984,295,917	2.23%	98,109,860	1.44%	54,309,447	0.79%		0.00%
2034	2035	7,140,115,701	2.23%	100,298,693	1.44%	55,521,092	0.79%		0.00%
2035	2036	7,299,411,828	2.23%	102,536,358	1.44%	56,759,769	0.79%		0.00%
2036	2037	7,462,261,855	2.23%	104,823,947	1.44%	58,026,080	0.79%		0.00%
2037	2038	7,628,745,069	2.23%	107,162,571	1.44%	59,320,643	0.79%		0.00%
2038	2039	7,798,942,527	2.23%	109,553,370	1.44%	60,644,088	0.79%		0.00%
2039	2040	7,972,937,094	2.23%	111,997,508	1.44%	61,997,059	0.79%		0.00%
2040	2041	8,150,813,484	2.23%	114,496,175	1.44%	63,380,214	0.79%		0.00%
2041	2042	8,332,658,299	2.23%	117,050,587	1.44%	64,794,228	0.79%		0.00%
2042	2043	8,518,560,075	2.23%	119,661,988	1.44%	66,239,789	0.79%		0.00%
2043	2044	8,708,609,325	2.23%	122,331,649	1.44%	67,717,600	0.79%		0.00%
2044	2045	8,902,898,576	2.23%	125,060,871	1.44%	69,228,381	0.79%		0.00%
2045	2046	9,101,522,425	2.23%	127,850,981	1.44%	70,772,868	0.79%		0.00%
2046	2047	9,304,577,576	2.23%	130,703,339	1.44%	72,351,812	0.79%		0.00%
2047	2048	9,512,162,892	2.23%	133,619,334	1.44%	73,965,982	0.79%		0.00%
2048	2049	9,724,379,440	2.23%	136,600,384	1.44%	75,616,165	0.79%		0.00%
2049	2050	9,941,330,544	2.23%	139,647,941	1.44%	77,303,163	0.79%		0.00%
2050	2051	10,163,121,831	2.23%	142,763,489	1.44%	79,027,798	0.79%		0.00%
2051	2052	10,389,861,286	2.23%	145,948,546	1.44%	80,790,910	0.79%		0.00%

Table 2
Existing G.O. Debt Base Case

City of Mequon, WI

	Existing Debt									
Year Ending	Total G.O. Debt Payments	Less: TID #2	Less: TID #3	Less: Sewer	Less: Sewer SA	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $375,000 Home	Year Ending
2022	5,655,290	(316,100)	(647,150)	(1,696,650)	(179,438)	2,820,253	5,234,737,900	$0.54	$202.03	2022
2023	5,124,240	(307,400)	(675,950)	(1,697,050)	(174,488)	2,269,353	5,351,525,009	$0.42	$159.02	2023
2024	4,845,065	(298,700)	(413,400)	(1,698,350)	(170,363)	2,264,253	5,470,917,642	$0.41	$155.20	2024
2025	4,882,171	0	(713,200)	(1,695,150)	(166,856)	2,306,965	5,613,890,426	$0.41	$154.10	2025
2026	4,107,540	0	(738,700)	(1,698,750)	0	1,670,090	5,739,136,436	$0.29	$109.13	2026
2027	4,009,578	0	(759,800)	(1,696,750)	0	1,553,028	5,867,176,687	$0.26	$99.26	2027
2028	3,811,953	0	(775,200)	(1,697,350)	0	1,339,403	5,998,073,518	$0.22	$83.74	2028
2029	2,920,590	0	0	(1,696,600)	0	1,223,990	6,254,744,061	$0.20	$73.38	2029
2030	2,376,783	0	0	(1,694,500)	0	682,283	6,394,287,528	$0.11	$40.01	2030
2031	1,748,644	0	0	(1,066,050)	0	682,594	6,536,944,214	$0.10	$39.16	2031
2032	0	0	0	0	0	0	6,682,783,572	$0.00	$0.00	2032
Total	39,481,853	(922,200)	(4,723,400)	(16,337,200)	(691,144)	16,812,209				Total

Notes:

Legend:

Represents +/- 25% Change over previous year

Table 3
Capital Improvement Plan & Funding Uses

City of Mequon, WI

Projects	Purpose/Dept.	Plan Issue	Funding	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
Roads Program	Roads	2022 G.O. Notes	G.O. Debt	5,000,000										*5,000,000*
Roads Program	Roads	2025 G.O. Notes	G.O. Debt				5,000,000							*5,000,000*
Roads Program	Roads	2028 G.O. Notes	G.O. Debt							5,000,000				*5,000,000*
Roads Program	Roads	2031 G.O. Notes	G.O. Debt										5,000,000	*5,000,000*
Highland Road Interchange	Roads	2022 G.O. Notes	G.O. Debt	1,750,000										*1,750,000*
TID #3 Projects (see Exhibit A)	TID #3	2022 G.O. Notes	G.O. Debt	2,700,000										*2,700,000*
TID #3 Projects (see Exhibit A)	TID #3	None	Cash	700,000										*700,000*
														0
														0
Actual CIP Costs				**10,150,000**	**0**	**0**	**5,000,000**	**0**	**0**	**5,000,000**	**0**	**0**	**5,000,000**	**25,150,000**

Debt Obligations	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Totals
2022 G.O. Notes	9,450,000	0	0	0	0	0	0	0	0	0	*9,450,000*
2024 G.O. Bonds	0	0	0	0	0	0	0	0	0	0	*0*
2025 G.O. Notes	0	0	0	5,000,000	0	0	0	0	0	0	*5,000,000*
2028 G.O. Notes	0	0	0	0	0	0	5,000,000	0	0	0	*5,000,000*
2031 G.O. Notes	0	0	0	0	0	0	0	0	0	5,000,000	*5,000,000*
Total	**9,450,000**	**0**	**0**	**5,000,000**	**0**	**0**	**5,000,000**	**0**	**0**	**5,000,000**	**24,450,000**

Notes:

Table 4
Capital Improvements Financing Plan
City of Mequon, WI

							FOR FUTURE PLANNING PURPOSES ONLY						
		2022				2025			2028			2031	
		G.O. Notes	Levy Portion	TID #3 Portion		**G.O. Notes**	Levy Portion		**G.O. Notes**	Levy Portion		**G.O. Notes**	Levy Portion
CIP Projects[1]													
Roads Program		5,000,000	5,000,000	0		5,000,000	5,000,000		5,000,000	5,000,000		5,000,000	5,000,000
Highland Road Interchange		1,750,000	1,750,000	0		-	0		-	0		-	0
City Facility Project(s)		-	0	0		-	0		-	0		-	0
TID #3 Projects (see Exhibit A)		2,700,000	0	2,700,000		-	0		-	0		-	0
Subtotal Project Costs		**9,450,000**	**6,750,000**	**2,700,000**		**5,000,000**	**5,000,000**		**5,000,000**	**5,000,000**		**5,000,000**	**5,000,000**
CIP Projects[1]		**9,450,000**	**6,750,000**	**2,700,000**		**5,000,000**	**5,000,000**		**5,000,000**	**5,000,000**		**5,000,000**	**5,000,000**
Estimated Issuance Expenses		**179,950**	**128,509**	**51,441**		**116,400**	**116,400**		**117,500**	**117,500**		**118,500**	**118,500**
Municipal Advisor (Ehlers)		43,500	31,065	12,435		31,400	31,400		32,000	32,000		32,500	32,500
Bond Counsel		23,000	16,425	6,575		20,000	20,000		20,000	20,000		20,000	20,000
Rating Fee		17,250	12,319	4,931		14,000	14,000		14,500	14,500		15,000	15,000
Maximum Underwriter's Discount	10.00	96,200	68,700	27,500	10.00	51,000	51,000	10.00	51,000	51,000	10.00	51,000	51,000
Paying Agent			0	0			0			0			0
Subtotal Issuance Expenses		179,950	128,509	51,441		116,400	116,400		117,500	117,500		118,500	118,500
TOTAL TO BE FINANCED		**9,629,950**	**6,878,509**	**2,751,441**		**5,116,400**	**5,116,400**		**5,117,500**	**5,117,500**		**5,118,500**	**5,118,500**
Estimated Interest Earnings	0.15%	(14,175)	(10,125)	(4,050)	0.50%	(18,750)	(18,750)	0.75%	(18,750)	(18,750)	0.75%	(18,750)	(18,750)
Assumed spend down (months)	12				9			6			6		
Rounding		4,225	1,616	2,609		2,350	2,350		1,250	1,250		250	250
NET BOND SIZE		9,620,000	6,870,000	2,750,000		5,100,000	5,100,000		5,100,000	5,100,000		5,100,000	5,100,000

Notes:
1) Project Total Estimates

Table 5
Allocation of Debt Service - 2022 G.O. Notes

City of Mequon, WI

Year	Levy Portion				TID #3 Portion			
Ending	Principal	Est. Rate[1]	Interest	Total	Principal	Est. Rate	Interest	Total
2022	0			0	0	0.00%	0	0
2023	375,000	0.75%	157,858	532,858	300,000	0.75%	46,087	346,087
2024	375,000	0.90%	106,400	481,400	400,000	0.90%	28,825	428,825
2025	350,000	1.05%	102,875	452,875	500,000	1.05%	24,400	524,400
2026	595,000	1.25%	97,319	692,319	500,000	1.25%	18,650	518,650
2027	675,000	1.40%	88,875	763,875	500,000	1.40%	12,025	512,025
2028	900,000	1.55%	77,175	977,175	550,000	1.55%	4,263	554,263
2029	900,000	1.65%	62,775	962,775	0	1.65%	0	0
2030	900,000	1.95%	46,575	946,575	0	1.95%	0	0
2031	900,000	2.05%	28,575	928,575	0	2.05%	0	0
2032	900,000	2.15%	9,675	909,675		2.15%		0
Total	6,870,000		778,102	7,648,102	2,750,000		134,250	2,884,250

Year	Totals		
Ending	Principal (3/1)	Interest	Total
2022	0	0	0
2023	675,000	203,946	878,946
2024	775,000	135,225	910,225
2025	850,000	127,275	977,275
2026	1,095,000	115,969	1,210,969
2027	1,175,000	100,900	1,275,900
2028	1,450,000	81,438	1,531,438
2029	900,000	62,775	962,775
2030	900,000	46,575	946,575
2031	900,000	28,575	928,575
2032	900,000	9,675	909,675
Total	9,620,000	912,352	10,532,352

Notes:

1) Estimated Rate assumes Aa2 sale of 1/18/22 + .30

Table 6
Allocation of Debt Service - 2025 G.O. Notes

City of Mequon, WI

Year Ending	Levy Portion Principal	Est. Rate	Interest	Total
2022				0
2023				0
2024				0
2025				0
2026	150,000	4.00%	286,000	436,000
2027	350,000	4.00%	191,000	541,000
2028	400,000	4.00%	176,000	576,000
2029	400,000	4.00%	160,000	560,000
2030	400,000	4.00%	144,000	544,000
2031	500,000	4.00%	126,000	626,000
2032	500,000	4.00%	106,000	606,000
2033	750,000	4.00%	81,000	831,000
2034	800,000	4.00%	50,000	850,000
2035	850,000	4.00%	17,000	867,000
Total	5,100,000		1,337,000	6,437,000

Year Ending	Totals Principal (3/1)	Interest	Total
2022	0	0	0
2023	0	0	0
2024	0	0	0
2025	0	0	0
2026	150,000	286,000	436,000
2027	350,000	191,000	541,000
2028	400,000	176,000	576,000
2029	400,000	160,000	560,000
2030	400,000	144,000	544,000
2031	500,000	126,000	626,000
2032	500,000	106,000	606,000
2033	750,000	81,000	831,000
2034	800,000	50,000	850,000
2035	850,000	17,000	867,000
Total	5,100,000	1,337,000	6,437,000

Notes:

1) Estimated Rate assumes

Table 7
Allocation of Debt Service - 2028 G.O. Notes

City of Mequon, WI

Year Ending	Levy Portion Principal	Est. Rate	Interest	Total
2022				0
2023				0
2024				0
2025				0
2026				0
2027				0
2028				0
2029	0	4.00%	289,000	289,000
2030	280,000	4.00%	198,400	478,400
2031	285,000	4.00%	187,100	472,100
2032	350,000	4.00%	174,400	524,400
2033	570,000	4.00%	156,000	726,000
2034	680,000	4.00%	131,000	811,000
2035	680,000	4.00%	103,800	783,800
2036	750,000	4.00%	75,200	825,200
2037	750,000	4.00%	45,200	795,200
2038	755,000	4.00%	15,100	770,100
Total	5,100,000		1,375,200	6,475,200

Year Ending	Totals Principal (3/1)	Interest	Total
2022	0	0	0
2023	0	0	0
2024	0	0	0
2025	0	0	0
2026	0	0	0
2027	0	0	0
2028	0	0	0
2029	0	289,000	289,000
2030	280,000	198,400	478,400
2031	285,000	187,100	472,100
2032	350,000	174,400	524,400
2033	570,000	156,000	726,000
2034	680,000	131,000	811,000
2035	680,000	103,800	783,800
2036	750,000	75,200	825,200
2037	750,000	45,200	795,200
2038	755,000	15,100	770,100
Total	5,100,000	1,375,200	6,475,200

Notes:

1) Estimated Rate assumes

Table 8
Allocation of Debt Service - 2031 G.O. Notes

City of Mequon, WI

Year Ending	Levy Portion			
	Principal	Est. Rate	Interest	Total
2022				0
2023				0
2024				0
2025				0
2026				0
2027				0
2028				0
2029				0
2030				0
2031				0
2032	300,000	4.25%	300,688	600,688
2033	420,000	4.25%	195,075	615,075
2034	450,000	4.25%	176,588	626,588
2035	450,000	4.25%	157,463	607,463
2036	550,000	4.25%	136,213	686,213
2037	550,000	4.25%	112,838	662,838
2038	550,000	4.25%	89,463	639,463
2039	575,000	4.25%	65,556	640,556
2040	600,000	4.25%	40,588	640,588
2041	655,000	4.25%	13,919	668,919
Total	5,100,000		1,288,388	6,388,388

Year Ending	Totals		
	Principal (3/1)	Interest	Total
2022	0	0	0
2023	0	0	0
2024	0	0	0
2025	0	0	0
2026	0	0	0
2027	0	0	0
2028	0	0	0
2029	0	0	0
2030	0	0	0
2031	0	0	0
2032	300,000	300,688	600,688
2033	420,000	195,075	615,075
2034	450,000	176,588	626,588
2035	450,000	157,463	607,463
2036	550,000	136,213	686,213
2037	550,000	112,838	662,838
2038	550,000	89,463	639,463
2039	575,000	65,556	640,556
2040	600,000	40,588	640,588
2041	655,000	13,919	668,919
Total	5,100,000	1,288,388	6,388,388

Notes:

1) Estimated Rate assumes

Table 9
Financing Plan Tax Impact
City of Mequon, WI

	Existing Debt										Proposed Debt										
											2022 G.O. Notes	2025 G.O. Notes	2028 G.O. Notes	2031 G.O. Notes	Abatements	Debt Service Levy		Taxes			
Year Ending	Total Debt Payments	Less: TID #2	Less: TID #3	Less: Sewer	Less: Sewer SA	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $375,000 Home	9,620,000 Dated: 3/24/2022 Total Principal and Interest	5,100,000 Dated: 4/1/2025 Total Principal and Interest	5,100,000 Dated: 4/1/2028 Total Principal and Interest	5,100,000 Dated: 4/1/2031 Total Principal and Interest	Less: TID #3	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes $375,000 Home	Annual Taxes Difference From Existing	Year Ending
2022	5,655,290	(316,100)	(647,150)	(1,696,650)	(179,438)	2,820,253		5,234,737,900	$0.54	$202.03	0	0	0	0	0	2,820,253		$0.54	$202	$0	2022
2023	5,124,240	(307,400)	(675,950)	(1,697,050)	(174,488)	2,269,353	(550,901)	5,351,525,009	$0.42	$159.02	878,946	0	0	0	(346,087)	2,802,211	(18,042)	$0.52	$196	$37	2023
2024	4,845,065	(298,700)	(413,400)	(1,698,350)	(170,363)	2,264,253	(5,100)	5,470,917,642	$0.41	$155.20	910,225	0	0	0	(428,825)	2,745,653	(56,558)	$0.50	$188	$33	2024
2025	4,882,171	0	(713,200)	(1,695,150)	(166,856)	2,306,965	42,713	5,613,890,426	$0.41	$154.10	977,275	0	0	0	(524,400)	2,759,840	14,188	$0.49	$184	$30	2025
2026	4,107,540	0	(738,700)	(1,698,750)	0	1,670,090	(636,875)	5,739,136,436	$0.29	$109.13	1,210,969	436,000	0	0	(518,650)	2,798,409	38,569	$0.49	$183	$74	2026
2027	4,009,578	0	(759,800)	(1,696,750)	0	1,553,028	(117,063)	5,867,176,687	$0.26	$99.26	1,275,900	541,000	0	0	(512,025)	2,857,903	59,494	$0.49	$183	$83	2027
2028	3,811,953	0	(775,200)	(1,697,350)	0	1,339,403	(213,625)	5,998,073,518	$0.22	$83.74	1,531,438	576,000	0	0	(554,263)	2,892,578	34,675	$0.48	$181	$97	2028
2029	2,920,590	0	0	(1,696,600)	0	1,223,990	(115,413)	6,254,744,061	$0.20	$73.38	962,775	560,000	289,000	0		3,035,765	143,188	$0.49	$182	$109	2029
2030	2,376,783	0	0	(1,694,500)	0	682,283	(541,708)	6,394,287,528	$0.11	$40.01	946,575	544,000	478,400	0		2,651,258	(384,508)	$0.41	$155	$115	2030
2031	1,748,644	0	0	(1,066,050)	0	682,594	311	6,536,944,214	$0.10	$39.16	928,575	626,000	472,100	0		2,709,269	58,011	$0.41	$155	$116	2031
2032	0	0	0	0	0	0	(682,594)	6,682,783,572	$0.00	$0.00	909,675	606,000	524,400	600,688		2,640,763	(68,506)	$0.40	$148	$148	2032
2033	0	0	0	0	0	0	0	6,831,876,610	$0.00	$0.00	0	831,000	726,000	615,075		2,172,075	(468,688)	$0.32	$119	$119	2033
2034	0	0	0	0	0	0	0	6,984,295,917	$0.00	$0.00	0	850,000	811,000	626,588		2,287,588	115,513	$0.33	$123	$123	2034
2035	0	0	0	0	0	0	0	7,140,115,701	$0.00	$0.00	0	867,000	783,800	607,463		2,258,263	(29,325)	$0.32	$119	$119	2035
2036	0	0	0	0	0	0	0	7,299,411,828	$0.00	$0.00	0	0	825,200	686,213		1,511,413	(746,850)	$0.21	$78	$78	2036
2037	0	0	0	0	0	0	0	7,462,261,855	$0.00	$0.00	0	0	795,200	662,838		1,458,038	(53,375)	$0.20	$73	$73	2037
2038	0	0	0	0	0	0	0	7,628,745,069	$0.00	$0.00	0	0	770,100	639,463		1,409,563	(48,475)	$0.18	$69	$69	2038
2039	0	0	0	0	0	0	0	7,798,942,527	$0.00	$0.00	0	0	0	640,556		640,556	(769,006)	$0.08	$31	$31	2039
2040	0	0	0	0	0	0	0	7,972,937,094	$0.00	$0.00	0	0	0	640,588		640,588	31	$0.08	$30	$30	2040
2041	0	0	0	0	0	0	0	8,150,813,484	$0.00	$0.00	0	0	0	668,919		668,919	28,331	$0.08	$31	$31	2041
2042	0	0	0	0	0	0	0	8,332,658,299	$0.00	$0.00	0	0	0	0		0	(668,919)	$0.00	$0	$0	2042
2043	0	0	0	0	0	0	0	8,518,560,075	$0.00	$0.00	0	0	0	0		0	0	$0.00	$0	$0	2043
Total	39,481,853	(922,200)	(4,723,400)	(16,337,200)	(691,144)	16,812,209					10,532,352	6,437,000	6,475,200	6,388,388	(2,884,250)					1,516	Total

Notes:

Table 10
General Obligation Debt Capacity Analysis - Impact of Financing Plan

City of Mequon, WI

Existing Debt					Proposed Debt									
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	% of Limit	2022 G.O. Notes	2024 G.O. Bonds	2025 G.O. Notes	2028 G.O. Notes	2031 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Residual Capacity to Policy[1]	Year Ending
2021	5,403,150,300	270,157,515	35,045,000	13%						$35,045,000	13%	$235,112,515	$100,033,758	2021
2022	5,538,260,955	276,913,048	30,345,000	11%	9,620,000					$39,965,000	14%	$236,948,048	$98,491,524	2022
2023	5,676,750,174	283,837,509	26,040,000	9%	8,945,000	0				$34,985,000	12%	$248,852,509	$106,933,754	2023
2024	5,797,785,940	289,889,297	21,895,000	8%	8,170,000	0				$30,065,000	10%	$259,824,297	$114,879,649	2024
2025	5,942,764,816	297,138,241	17,585,000	6%	7,320,000	0	5,100,000			$30,005,000	10%	$267,133,241	$118,564,120	2025
2026	6,091,369,019	304,568,451	13,940,000	5%	6,225,000	0	4,950,000			$25,115,000	8%	$279,453,451	$127,169,225	2026
2027	6,243,689,205	312,184,460	10,285,000	3%	5,050,000	0	4,600,000			$19,935,000	6%	$292,249,460	$136,157,230	2027
2028	6,319,818,294	315,990,915	6,735,000	2%	3,600,000	0	4,200,000	5,100,000		$19,635,000	6%	$296,355,915	$138,360,457	2028
2029	6,477,851,060	323,892,553	3,985,000	1%	2,700,000	0	3,800,000	5,100,000		$15,585,000	5%	$308,307,553	$146,361,277	2029
2030	6,639,835,578	331,991,779	1,710,000	1%	1,800,000	0	3,400,000	4,820,000		$11,730,000	4%	$320,261,779	$154,265,889	2030
2031	6,805,870,666	340,293,533	0	0%	900,000	0	2,900,000	4,535,000	5,100,000	$13,435,000	4%	$326,858,533	$156,711,767	2031
2032	6,976,057,611	348,802,881		0%		0	2,400,000	4,185,000	4,800,000	$11,385,000	3%	$337,417,881	$163,016,440	2032
2033	7,150,500,234	357,525,012		0%		0	1,650,000	3,615,000	4,380,000	$9,645,000	3%	$347,880,012	$169,117,506	2033
2034	7,329,304,952	366,465,248		0%		0	850,000	2,935,000	3,930,000	$7,715,000	2%	$358,750,248	$175,517,624	2034
2035	7,512,580,844	375,629,042		0%		0		2,255,000	3,480,000	$5,735,000	2%	$369,894,042	$182,079,521	2035
2036	7,700,439,716	385,021,986		0%		0		1,505,000	2,930,000	$4,435,000	1%	$380,586,986	$188,075,993	2036
2037	7,892,996,168	394,649,808		0%		0		755,000	2,380,000	$3,135,000	1%	$391,514,808	$194,189,904	2037
2038	8,090,367,668	404,518,383		0%		0			1,830,000	$1,830,000	0%	$402,688,383	$200,429,192	2038
2039	8,292,674,621	414,633,731		0%		0			1,255,000	$1,255,000	0%	$413,378,731	$206,061,866	2039
2040	8,500,040,442	425,002,022		0%		0			655,000	$655,000	0%	$424,347,022	$211,846,011	2040
2041	8,712,591,632	435,629,582		0%		0				$0	0%	$435,629,582	$217,814,791	2041
2042	8,930,457,858	446,522,893		0%		0				$0	0%	$446,522,893	$223,261,446	2042
2043	9,153,772,025	457,688,601		0%		0				$0	0%	$457,688,601	$228,844,301	2043

Notes:

1) City's financial policies to limit debt to 50% of GO borrowing limit.

City of Mequon, Wisconsin

Tax Increment District #3

Development Assumptions

Construction Year		Actual	Foxtwon Brewery Bldg D	Foxtown Mixed Use Bldg E3	Foxtown Single Family	P2 Townhome Project[1]	Annual Total	Construction Year	
12	2019	40,598,900					40,598,900	2019	12
13	2020	(17,269,000)					(17,269,000)	2020	13
14	2021		1,600,000		3,441,500		5,041,500	2021	14
15	2022		100,000	1,700,000	5,500,000		7,300,000	2022	15
16	2023				5,000,000	6,775,000	11,775,000	2023	16
17	2024						0	2024	17
18	2025						0	2025	18
19	2026						0	2026	19
	Totals	122,853,400	1,700,000	1,700,000	13,941,500	6,775,000	146,969,900		

Notes:

[1] **Developer estimated value to be completed by the end of 2023.**

REVISED Version 6

4.a.a

City of Mequon, Wisconsin

Tax Increment District #3

Tax Increment Projection Worksheet

Type of District	Mixed Use		Base Value	41,330,300
District Creation Date	April 15, 2008		Appreciation Factor	0.00%
Valuation Date	Jan 1,	2008	Base Tax Rate	$15.22
Max Life (Years)	20		Rate Adjustment Factor	
Expenditure Period/Termination	15	4/15/2023		
Revenue Periods/Final Year	19	2028		
Extension Eligibility/Years	Yes	6	Tax Exempt Discount Rate	
Eligible Recipient District	No		Taxable Discount Rate	1.50%

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
6	2013	1,404,600	2014	0	1,404,600	2015	$15.58	**21,890**
7	2014	7,479,600	2015	0	8,884,200	2016	$16.38	**145,512**
8	2015	25,849,000	2016	0	34,733,200	2017	$14.38	**499,425**
9	2016	6,916,600	2017	0	41,649,800	2018	$15.87	**660,971**
10	2017	9,792,700	2018	0	51,442,500	2019	$15.44	**794,030**
11	2018	48,081,000	2019	0	99,523,500	2020	$15.05	**1,497,776**
12	2019	40,598,900	2020	0	140,122,400	2021	$15.22	**2,133,037**
13	2020	-17,269,000	2021	0	122,853,400	2022	$15.22	**1,870,156**
14	2021	5,041,500	2022	0	127,894,900	2023	$15.22	**1,946,901**
15	2022	7,300,000	2023	0	135,194,900	2024	$15.22	**2,058,027**
16	2023	11,775,000	2024	0	146,969,900	2025	$15.22	**2,237,274**
17	2024	0	2025	0	146,969,900	2026	$15.22	**2,237,274**
18	2025	0	2026	0	146,969,900	2027	$15.22	**2,237,274**
19	2026	0	2027	0	146,969,900	2028	$15.22	**2,237,274**
	Totals	**146,969,900**		**0**			**Future Value of Increment**	**20,576,821**

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

EHLERS PUBLIC FINANCE ADVISORS

City of Mequon, Wisconsin

Tax Increment District #3

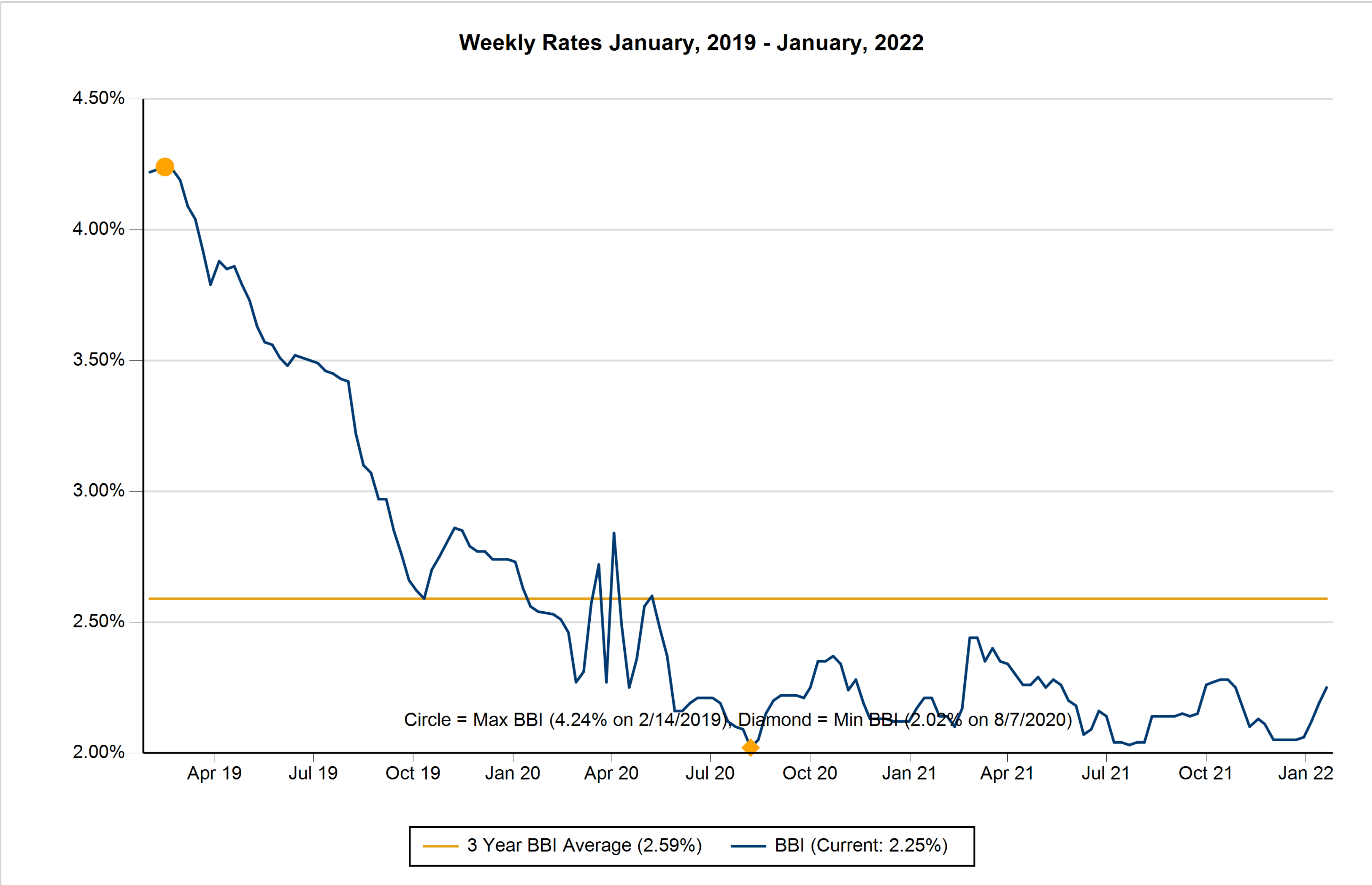
Cash Flow Projection

Year	Projected Revenues					Expenditures													Balances	
						GO Refunding Bonds 5,030,000 Dated Date:														
	Tax Increments	Interest Earnings/ (Cost)	Computer Aid	Rotary Repayment	Total Revenues	Principal	Interest	Outpost Development Incentive	Dermond Development Incentive	Reserve Development Incentive	Foxtown Develoment Incentive	P2 TownHome Project	2022 Capital Borrowing - TID 3 Portion			2022/23 Capital Projects	Admin./ Prof Services	Total Expenditures	Annual	Cumulative
		0.20%																		
																				(2,650,233)
2021	2,133,037	(5,300)	6,818		2,134,554	440,000	129,050	25,270	49,802	20,391	494,463						10,000	1,168,976	965,578	(1,684,655)
2022	1,870,156	(3,369)	6,477	205,000	2,078,264	540,000	115,850	25,270	49,802		560,928					700,000	10,000	2,001,850	76,414	(1,608,241)
2023	1,946,901	(3,216)	6,153		1,949,838	585,000	99,650	25,270	49,802		521,102		300,000	0.75%	46,087		10,000	1,636,911	312,927	(1,295,314)
2024	2,058,027	(2,591)	5,846		2,061,282	630,000	82,100	25,270	49,802		521,102		400,000	0.90%	28,825		10,000	1,747,099	314,183	(981,132)
2025	2,237,274	(1,962)	5,553		2,240,865	650,000	63,200	25,270	49,802		521,102	61,880	500,000	1.05%	24,400		10,000	1,905,655	335,210	(645,921)
2026	2,237,274	(1,292)	5,276		2,241,258	695,000	43,700	25,270	49,802		521,102	61,880	500,000	1.25%	18,650		10,000	1,925,405	315,853	(330,068)
2027	2,237,274	(660)	5,012		2,241,626	730,000	29,800	25,270	49,802		521,102	61,880	500,000	1.40%	12,025		10,000	1,939,880	301,746	(28,322)
2028	2,237,274	(57)	4,761		2,241,978	760,000	15,200	25,270	249,011		521,102	61,880	550,000	1.55%	4,263		15,000	2,201,727	40,252	11,930
Total	16,957,217	(18,448)	22,360	205,000	17,189,665	5,030,000	578,550	202,163	597,625	20,391	4,182,003	247,521	2,750,000		134,250	700,000	85,000	14,527,502		

Notes:

Projected TID Closure

3 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer

EHLERS PUBLIC FINANCE ADVISORS

City of Mequon

11333 N. Cedarburg Road
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Fax: 262-242-9655

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Office of Committee of the Whole

TO: **Public Works Committee**
FROM: **Jeremy Dandy, Engineering Technician**
DATE: **February 8, 2022**
SUBJECT: **2022-2024 Road Program**

Background

The Annual Road Program addresses both road reconstruction/rehabilitation and road maintenance. This memo provides an overview of the proposed 2022 program and the current estimates.

Analysis

The City's annual road program is supported by the issuance of multiple contracts.

Reconstruction/Rehabilitation - Reconstruction/Rehabilitation projects are included in the Road Improvements contract and typically include treatments such as widening, pulverize & pave, mill & pave, and asphalt overlays. These projects address roads with surface condition ratings (SCR) of 2-5.

City staff is considering the following roads for rehabilitation in 2022:

- Granville Road (Pioneer Rd to Bonniwell Road)
- Bonniwell Road (Granville Road to Wasaukee Road)
- Mequon Business Park Phase 1 (Enterprise Drive, Executive Drive, Baehr Road, Industrial Drive, and Eastwood Court)
- Cheverny Drive
- Highland Ridge (Overlook Court and Highland Ridge Drive)
- Birch Creek Road
- Legacy Hills Drive
- Miller Court
- Park Place Addition No. 2 (Trillium Road and Trillium Court)
- Vintage Estates (Otto Road, Vintage Drive, Miller Drive, Anne Court, and Vintage Court)
- Ravine Farm (Woodlyn Drive, Dalewood Lane, Post Court, Ash Court, and White Oak Way)
- Hickory Hollow (White Oak Way, Boundary Road, Boundary Square, Old Barn Road, Chowning Cross, and Chowning Square).

This list will comprise the base and additive bid items to utilize available funding which includes remaining funds from the 2019-2021 borrowing. See attached area map for roads being considered in 2022.

The Ravine Farm, Hickory Hollow, and Park Place Subdivisions also includes a private water trust that manages the water services to the residents. The water lines are within the road reconstruction area and a memorandum of understanding will need to be executed prior to the reconstruction of the roadway to protect the City and residents during the reconstruction. The template memorandum of understanding was previously approved by the Common Council for this scenario. Ravine Farm, Hickory Hollow, and Vintage Estates Subdivisions will be included as additive bid items so that it can be added should the agreement be executed prior to the contract award.

In addition, staff is recommending work to be completed to repair large areas of road with patch work. Large patch repairs on Bonniwell Road near Riverland Road, Ashbury Woods, Highland Road and West Shoreland Drive, Fluer de Lis Drive and Yvonne Drive, and Country Club Drive at Range Line Road will be considered.

As well as the roads listed above, reconstruction of City owned parking lots will be part of the reconstruction program utilizing a portion of the approved $650,000 for parking lot rehabilitation which has remaining funds from the 2019-2021 borrowing. City Staff is anticipating that the parking lot near the Library, City Pool, and Rennicke Field will be rehabilitated in 2022.

<u>Maintenance</u> - Maintenance contracts include crack sealing and GSB-88 bituminous seal. These projects generally address roads with SCR ratings of 6-8. Crack sealing, however, is performed on a variety of roads with SCR ratings ranging from 6-10. Maintenance projects are meant to prolong the pavement's useful service life. Proper balance of reconstruction/rehabilitation and maintenance is required to maintain the entire system in the most cost-effective manner. Please see the attached Crack Sealing Location Map and GSB-88 Bituminous Seal Location Map. Staff intends to release the maintenance contracts for bidding in February, with award in March.

Crack sealing should be complete prior to GSB-88 bituminous seal because in some cases, both treatments are on the same road, and it is better to have the GSB-88 bituminous seal cover the entire pavement including the sealed cracks. Staff intends to release the maintenance documents for bidding the projects in February, with award in March.

<u>Fiscal Impact</u>

The City of Mequon has applied for and been approved for Local Roads Improvement Program Entitlement Project (LRIP) funding for the reconstruction of the roads within the Mequon Business Park. The total construction costs are estimated at $505,036 which includes milling of the existing surface and re-paving. The LRIP reimbursement amount is approximated to be $85,746 which equates to 16.9% of the total estimated cost.

Concurrent to this road program discussion, the Common Council will also be considering a borrowing which includes transportation funding. This three-year borrowing will provide the funds for the road program projects, in addition to the road maintenance capital funding provided from the tax levy.

The net total expenditures for 2019-2021 were under the overall budget for the road program resulting in a $1,286,824 balance for 2022 ($1,053,626 for roads and $233,198 for parking lots). The balance includes the $469,965 reimbursement for the LRIP-D project on Cedarburg Road, an approximate savings of $125,000 in 2019 from material savings, $200,000 from 2021 was saved from no undercutting required throughout the project, and the $350,000 of funding from the general levy.

The intent is to utilize the remaining funding from 2019-2021 through the next three years. Additive bidding will be utilized, when possible, to maximize yearly expenditures. Staff is preparing additive bids which can be used in any combination to maximize the funds available. Staff anticipates the target amount for 2022 road projects to be $2,100,000, which will be utilized based on received bid amounts.

The program shown on the chart below is the considered costs for 2022:

	Miles	Cost Estimate
Rehabilitation – Granville Rd (Pioneer to Bonniwell)	0.99	$ 357,183
Rehabilitation – Bonniwell Rd (Granville to Wasaukee)	1.00	$ 134,398
Rehabilitation – Mequon Business Park (MBP)	1.17	$ 505,036
Rehabilitation – MBP Irrigation Abandonment		$ 65,000
Rehabilitation – Cheverny Drive	0.36	$ 158,604
Rehabilitation - Highland Ridge	0.50	$ 155,827
Rehabilitation – Birch Creek Rd	0.41	$ 114,382
Rehabilitation – Legacy Hills	0.46	$ 158,860
Rehabilitation – Miller Court	0.19	$ 64,382
Rehabilitation – Park Place – Add No. 2	0.45	$ 148,631
Rehabilitation – Vintage Estates	1.01	$ 390,281
Rehabilitation – Ravine Farm	0.58	$ 268,601
Rehabilitation – Hickory Hollow	0.60	$ 364,506
Road Patch / Repairs		$ 62,486
Rehabilitation – (Parking Lots) Library		$ 104,166
Maintenance (Crack Seal)	17.60	$ 64,268
Maintenance (GSB-88)	14.04	$ 251,586
City Totals	**39.36**	
Anticipated LRIP Reimbursement		$ 85,746
Net Total (Considered)		**$3,082,451**

Recommendation

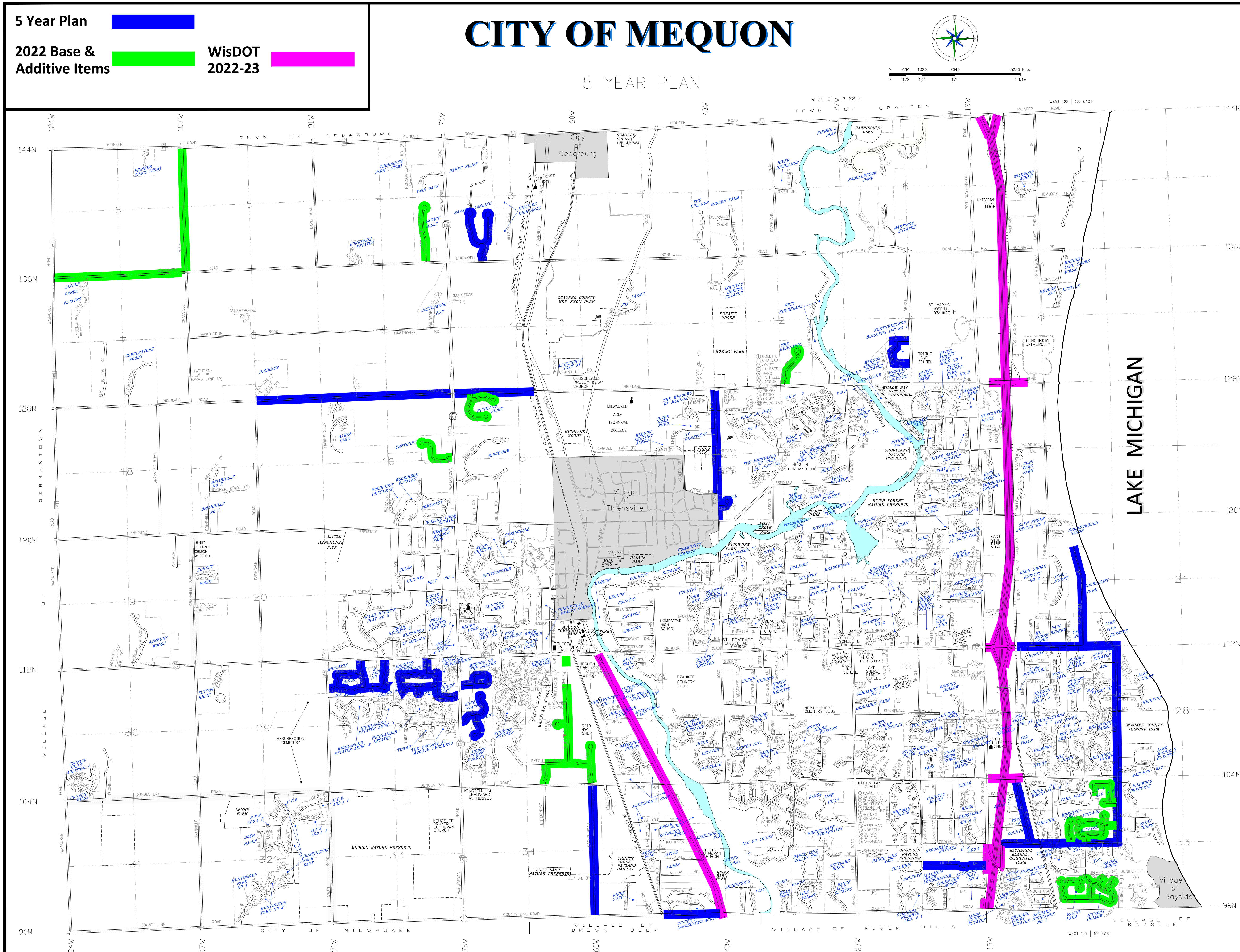
Staff is providing the road program descriptions for information and discussion. Award of each of the contracts will come back before the Common Council following each bidding cycle. Additive bids will be included with the Road Improvements contract, the GSB-88 contract and Crack Seal contract that can be added at the time of award if funding allows.

Attachments:
2022 Five Year Plan (PDF)
Road Rating Map (PDF)

PASER RATING 2021

Path: C:\Users\ppvang\Documents\ArcGIS\Projects\PaserRating2021\PaserRating2021.aprx

Attachment: Road Rating Map (RESOLUTION 3913 : 2022 General Obligation Refunding Bond Issue)



5 Year Plan
2022 Base & Additive Items
WisDOT 2022-23
CITY OF MEQUON
5 YEAR PLAN
LAKE MICHIGAN
Village of Thiensville
City of Cedarburg
Village of Bayside

Resolution 3226

Approving an Intergovernmental Agreement between the City of Mequon and the County of Ozaukee as it concerns the Highland Road Interchange

WHEREAS, Section §66.0301 of the Wisconsin State Statutes authorizes municipalities, including cities and counties, to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, the City of Mequon and Ozaukee County desire, for the mutual benefit of their citizens, to enter into an agreement concerning issues related to the design, construction and payment of an interchange at Interstate 43 (I-43) and Highland Road, located in Mequon; and

WHEREAS, part of the State of Wisconsin Department of Transportation's ("WisDOT") overall plan to reconstruct and expand I-43 from Silver Spring Drive in Milwaukee County through Highway 60 in Ozaukee County, includes adding extra lanes, reconstructing existing interchanges, bridges and pavement, and constructing a completely new interchange at Highland Road ("the project"); and

WHEREAS, the Highland Road interchange, as recommended in the Southeastern Wisconsin Regional Planning Commission's 2035 Regional Transportation Plan, is estimated to cost approximately $18 million with no more than $3.45 million covered by local contribution; and

WHEREAS, the City and the County together recognize the local and regional benefits of the project as well as the unique value of the Highland Interchange by reducing traffic congestion on Mequon and Port Washington Roads; eliminating the need for a WisDOT alternative at Mequon and Port Washington Roads that seeks to reconfigure the intersection with two or three turning lanes in all directions and necessitates the acquisition of valuable and scarce real estate in that area; reducing wear and tear on existing roads and reducing the need for additional traffic lanes on Port Washington Road; and addressing the "Transportation Element" in the City's and County's 2035 Comprehensive Plans wherein a new interchange at Highland Road is a recommended improvement; and

WHEREAS, upon careful consideration of past cost sharing and collaborative projects between the City of Mequon and Ozaukee County, both parties agree to an intergovernmental agreement which outlines each parties considerations and responsibilities, including an agreement to equally split a WisDOT-required local share of $3,450,000, which each party to the intergovernmental agreement contributing an equal amount of no more than $1,725,000 payable by 2021-22.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL of the City of Mequon, that it hereby approves the attached INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MEQUON AND THE COUNTY OF OZAUKEE as it concerns the Highland Road Interchange.

Approved: ______________________
Dan Abendroth, Mayor

Date Approved: 5-28-14

This is to certify that the foregoing resolution as adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on the 13th day of May 2014.

____
Lee Szymborski, City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MEQUON AND THE COUNTY OF OZAUKEE

THIS AGREEMENT, entered into this 28th day of May, 2014, by and between the City of Mequon, a municipal corporation located in Ozaukee County, Wisconsin ("the City", or alternatively, "Mequon") and Ozaukee County, a municipal corporation ("the County").

WITNESSETH:

I. This Agreement is being entered into based on the following facts:

A. Section §66.0301, Wis. Stats., authorizes municipalities, including cities and counties, to contract for the joint exercise of any power or duty required or authorized by statute.

B. Mequon and the County are governmental units and are parties to this agreement.

C. Mequon and the County desire, for the mutual benefit of their citizens, to enter into an agreement concerning issues related to the design and construction of an interchange at Interstate 43 (I-43) and Highland Road, located in Mequon, of which is detailed as follows:

a. Part of the State of Wisconsin Department of Transportation's ("WisDOT") overall plan to reconstruct and expand I-43 from Silver Spring Drive in Milwaukee County through Highway 60 in Ozaukee County, includes adding extra lanes, reconstructing existing interchanges, bridges and pavement, and constructing a completely new interchange at Highland Road ("the project");

b. The Highland Road interchange, as recommended in the Southeastern Wisconsin Regional Planning Commission's 2035 Regional Transportation Plan, is tentatively designed as a tight-diamond interchange and estimated to cost approximately $18 million with no more than $3.45 million covered by local contribution;

D. The City and the County together recognize the local and regional benefits of the project as well as the unique value of the Highland Interchange by:

a. Reducing traffic congestion on Mequon and Port Washington Roads;
b. Eliminating the need for a WisDOT alternative at Mequon and Port Washington Roads that seeks to reconfigure the intersection with two or three turning lanes in all directions and necessitates the acquisition of valuable and scarce real estate in that area;
c. Reducing wear and tear on existing roads and reducing the need for additional traffic lanes on Port Washington Road;
d. Addressing the "Transportation Element" in the City's and County's 2035 Comprehensive Plans wherein a new interchange at Highland Road is a

recommended improvement.

II. Considerations and Responsibilities

A. Considerations. Upon careful consideration of past cost sharing and collaborative projects between City of Mequon and Ozaukee County, and individual actions taken to-date to advance the idea of a Highland Road interchange, both parties to this agreement have done the following:

1. The City approved design costs and an interim State/Municipal Agreement with WisDOT by Resolution 3205 on February 11, 2014; and

2. The County approved Resolution #13-83 on April 2, 2014 expressing support for a partnership with the City for the interchange and agreeing to a monetary contribution equal to or less than the City of Mequon's contribution, and not exceeding $2 million payable by 2021-22.

B. City Responsibilities:

1. The City agrees to be the signatory agent to the project's State/Municipal Agreement ("SMA") for a State-let Highway Project, I.D. number: 1229-04-02/2x/7x. By doing so, the city agrees to the terms and conditions of the SMA, herein attached as Exhibit A. As such, the City also agrees to serve as the lead agency, coordinating all matters throughout all phases of the project, with the Wisconsin Department of Transportation including design, engineering and construction.

2. The City agrees to serve as the lead agency in working with the project's area stakeholders, namely Concordia University Wisconsin, Columbia St. Mary's Hospital, Milwaukee Area Technical College, and other stakeholders as may be periodically identified as affected parties to the project, in seeking financial or in-kind contributions, or special assessments, in support of the project.

3. The City agrees that it shall not petition Ozaukee County for a period of no less than 10 years from the construction-completion date of the Highland Road interchange, for the expansion of driving lanes on Port Washington Road, north of Glen Oaks Lane.

4. The City agrees to include the construction of a suitably sized park and ride lot as part of the Highland Road Interchange construction project located in proximity to either the Highland Road or Mequon Road Interchange with I-43, as recommended in the 2035 SEWRPC Transportation Plan.

5. The City agrees to fund the project at no less than $1,725,000, unless

offsetting contributions are secured from stakeholders other than the County.

6. The City agrees to be responsible for the full municipal cost of any non-participatory items, per the SMA, that the City requests.

7. The City acknowledges that the majority of payments for the project are expected near the end of the project's construction, tentatively scheduled for 2020. Periodic payments for the project to WisDOT, as outlined in the SMA, may also be required.

C. <u>County Responsibilities</u>:

1. The County agrees to fund the project in an amount equal to the contribution made by the City but not greater than $1,725,000. The County contribution shall not exceed the City financial contribution. City and County contribution amounts shall be reduced by any offsetting financial contributions secured from other stakeholders, which shall be applied equally to the City's and County's overall costs as stated in the SMA.

2. The County agrees to be responsible for the full municipal cost of any non-participatory items, per the SMA, that the County requests. The park and ride lot will be considered a project participatory item and will be part of the overall project cost and not subject to this provision.

3. The County agrees to work cooperatively and assist the City in securing the project area's stakeholders' cooperation, as outlined above in Section II.B.2.

4. The County acknowledges that the majority of payments for the project are expected near the end of the project, tentatively scheduled for 2020. Periodic payments for the project, as outlined in the SMA, may also be required from the County to the City.

III. <u>Integrated Agreement</u>. This document, together with any and all instruments or exhibits, attached or referenced (collectively the "Agreement") sets forth the complete understandings of the parties relating to these matters and supersede any and all prior or contemporaneous agreements, understandings and representations relating to the subject matter of this Agreement.

IV. <u>Modifications</u>. This Agreement shall only be modified in writing signed by the party or an officer of such party against whom enforcement of the modification is ought; and no oral statements, representations or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party, regardless of any reliance thereon by the other.

V. Applicable Law: Construction.

A. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, except that (notwithstanding any rules of construction to the contrary) no provision or ambiguity shall be strictly construed against any party by virtue of its having drafted or prepared the same.

B. Captions of any section or paragraph of this Agreement are for convenience or reference only and shall not define or limit the scope of any provisions contained herein.

C. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under any particular circumstances: (1) the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of this Agreement; and (2) such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable consistent with the intent of such provision as originally stated.

D. No provisions or implications of this Agreement or course of conduct pursuant to this Agreement shall give rise to any actual or implied relationship between the parties (such as an agency, joint venture or partnership), except as otherwise expressly stated in this Agreement.

VI. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns (to the extent assignment is specifically permitted).

VII. Warranty of Authority. Each party warrants and represents to the other that they have the requisite power and authority to enter this Agreement and that this Agreement is effective and legally binding on such party in accordance with its terms and the execution and performance of the same does and will not constitute a breach, default or violation of any other agreement, restriction or undertaking or of any law, rule, regulation or order as to which such party or its property or other assets are subject. Each person executing this Agreement on behalf of any party (as an officer, agent or otherwise) personally warrants and represents that (s)he is duly authorized and empowered to do so and that all signatures and approvals of persons which authority for such Party have been obtained as necessary to make this Agreement legally enforceable and effective against such property.

VIII. Further Documents. Each party shall promptly execute and deliver such further documents and instruments as may be reasonably requested by the other to establish, confirm or clarify any rights, obligations, options or privileges of the parties under this Agreement or to effectuate the transaction contemplated by this Agreement.

IX. Assignment. This Agreement and the interest created here under shall not be assigned by either party.

X. Dispute Clause. In the event that a dispute between the parties hereto shall arise as to the interpretation or implementation of this Agreement, the parties shall meet in good faith and attempt to resolve said dispute within the cooperative spirit of this Agreement. In the event that the parties shall be unable to resolve any dispute by their own action, the parties shall arbitrate the matter in accordance with procedures established by and in accordance with Chapter 788 of the Wisconsin Statutes as it exists now and as it may be hereinafter amended. No party may refuse the request of another party to settle disputes under the above procedures.

XI. Each party indemnifies and holds harmless the others against any and all liabilities (including but not limited to any taxes, levies or assessments of any nature) and damages related to the provisions in this Agreement and against all claims, suits and actions arising therefrom and against all costs of defending the same, including actual attorney's fees, which liabilities shall arise from the acts or omissions of its officers, employees, servants and agents.

XII. Term of Agreement. Cancellation of this Agreement can only be done in accordance with the terms set forth in the SMA between the City and WisDOT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NOTARY PUBLIC
LINA A. PROSSER
STATE OF WISCONSIN

CITY OF MEQUON

Mayor

City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 28th day of May, 2014, the above-named Dan Abendroth, Mayor and Lee Szymborski, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Lina A. Prosser
Notary Public, State of Wisconsin
My Commission: 12-20-2015

Approved as to Form:

John L. DeStefanis
Mequon City Attorney

COUNTY OF OZAUKEE

County Board Chairman

Julianne B. Winkelhorst
County Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 4 day of June, 2014, the above-named Lee Schlenvogt, County Board Chairman and Julianne B. Winkelhorst Ozaukee County Clerk, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: 4-9-2016

LISA M. HENNING NOTARY PUBLIC STATE OF WISCONSIN

Approved as to Form:

Rhonda Gorden
Ozaukee County Corporation Counsel

2022-2023 TOWN CENTER PUBLIC PROJECTS

	Mequon Road Improvements / OIT Crossing		Park & Open Space Planning / Land Acquisition		
Project Breakdown:	Consultants for OIT Crossing and Mequon Road	$176K	Buntrock Avenue Sidewalk to Schools	$30K	
	OIT Crossing + Road Features	$1.095M	OTHER: Connectivity to Adjacent Neighborhoods Alternative Transportation Options Civic Campus Master Plan Land Acquisition / Sale	$300K	
	Weston Drive Infrastructure Reimbursment	$160K			
	Overhead Utility Burial	$1.3M	Developer Incentives	FLEXIBLE	
	SUBTOTAL:	$2.73M	SUBTOTAL:	$330K	
	Mequon Road North ROW Streetscape	$67K	TOTAL	$3.388M	Total: $3.4M*
	Mequon Road South ROW Streetscape	$72K	Additional Public Investments (not included):		
	Opitz Cemetery Fencing	$70K	Cedarburg Rd Acquistion (2)	$500K	
	Buntrock Avenue Intersection Entryway	$29K			
	Milwaukee River Entryway	$19K			
	Mequon & Cedarburg Rd Intersection Features	$40K			
	Sign Package: Entryways, Corridors and Streets	$30K			
	Safety Measures for all Users	Included Above			
	Subtotal:	$3.058M			
TID Results**					
Year of Cash Flow Positive			2028		
TID Closure Date			2028		
Cash Balance at Closure			$12K		

*Time Present Value, does not include contingency, consultant or administrative costs
** Assumes no further new development and no new increment, borrowing occuring in 2022
TID Closure Date is the year that all debt, bonds, development incentives, City advances and project expenditures are paid off and the district has a positive cash balance
2021 Actual tax increment is $135.2M equating to annual City tax revenue of $465K at a rate of 3.44%

City of Mequon

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

www.ci.mequon.wi.us

Office of City Attorney

TO:	**Committee of the Whole**
FROM:	**Brian Sajdak, City Attorney**
DATE:	**January 6, 2022**
SUBJECT:	**ORDINANCE 2021-1616 An Updated Sign Ordinance Will be Forthcoming no Later than Monday, Febrruary 7, 2022. An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property**

January 2022 Update

After discussion at the Committee of the Whole last month, comments were incorporated into two potential ordinance versions for your consideration. Additionally, Attorney Cole also reviewed the proposed ordinance and provided his feedback, which has also been incorporated. Both versions incorporate the same general changes. For example, there are additional uses added to the street reserved area to address the City's zoning notification signs and to cover other signs that are legally within the street reserved area such as a vehicle driving down the street. Both versions also address the library sign. After conferring with Director Muchin-Young, it was determined that the library's use of the sign is already largely limited to information relating to its own operations so this restriction will not have a significant impact on that sign.

The first version of the ordinance retains the "free area." It has been updated to address the locational and sizing issues that were discussed at the meeting. Specifically, the Free Area was moved back from the Gateway Monument (from 2 feet to 8 feet) and the maximum size for a sign within the Free Area was reduced from 63 square feet to 27 square feet. This continues to be the safest path forward as it comes about as close to a level playing field as a government could get, taking into account the legitimate governmental interests involved (traffic safety, etc.). However, as noted previously, it does open up some city property to all potential messages, good or bad.

The second version of the ordinance eliminates the "free area." In this case, the city's electronic message sign would be limited to messages related to its own operations such as hours of operation of facilities, notification of city events and meetings, reminders about city services (holiday tree pick up, dog licenses, etc), and basic information like the time, date and weather. This version does create more risk in litigation. Certainly, the governmental interest in communicating information about its own activities and operations is a legitimate interest. The question is, however, whether the courts will view that interest as compelling enough that it justifies differential treatment of messages. Unfortunately, there is no caselaw on this point to provide judicial guidance, which is where the risk come into play. Aside from the risk issue, the other aspect of this approach is that it eliminates some current use of the sign - advertising community events sponsored by the schools and other non-profit entities.

One final note, given the complexity of the issues involved, and the inability to predict the Council's position, neither of these versions should be considered final. While the ordinance is on the Council's agenda for final action, depending on where the discussion leads it might be that further revisions will be necessary such that tabling the item may end up being the recommended action.

Background and Discussion

Following the U.S. Supreme Court's decision in Reed v. Town of Gilbert, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis. At the Common Council's October meeting, the Council authorized the engagement of Attorney William Cole to review the City's current Code to identify areas where it conflicts with constitutional requirements as established by the applicable court decisions.

Attorney Cole has completed his initial review and provided it to staff. As staff works through the various issues identified by Attorney Cole and following the City's recent experience during the school board recall election, it became clear that an area of immediate concern was to ensure that the City had enforceable regulations related to signs on public property. Accordingly, I have worked with the Mayor and staff to create the attached proposed ordinance. This ordinance addresses only signs on public property, including along streets. This proposal has been brought forward to address the issues involved upon public property while staff and I continue to work through the broader issues identified by Attorney Cole, which will likely require further policy-setting discussions moving forward.

As it relates to the specific issues presented in the proposed ordinance, there are a few points that I want to highlight. First, the ordinance generally creates three specific regulations:

1. The ordinance generally prohibits all signs on public property and within the public right-of-way, with certain limited exceptions.

2. The ordinance further creates a "street reserved area" which is designed to provide a level of consistency as it relates to signs along streets. As the City has developed, certain streets have dedicated right-of-way lines which are consistent with the established ultimate right-of-way which was set by the City in Resolution 441 in 1976. However, there are many properties within the City (typically those with metes and bounds descriptions where the property line goes to the centerline of a road) where the actual right-of-way is set by statutory presumption and actual use which is different than the ultimate desired right-of-way. The "street reserved area" prohibits signs within 15 feet of the edge of a roadway (with certain exceptions), which will generally make the setback for signs more consistent for both types of properties (those with dedicated rights-of-way and those with metes and bounds descriptions).

3. The ordinance creates a "free area" where signs will be allowed on public property with certain restrictions. The free area is defined by the ordinance and contains an area generally located just north of the Town Center Gateway Monument on the east

side of Cedarburg Road.

The second point to highlight is that while the regulations will ultimately be more uniform for all parties, the result of this uniformity will be that some existing signs will be removed. For example, there are signs that might generally be described as way-finding signs that direct a driver to a particular location. In Mequon they are generally blue in color. For example, on southbound Port Washington Road as you approach Highland Road, there is one of these signs indicating that the River Club is to the right on Highland. In most of these cases, with the advent of cellular phones and GPS directions, these signs provide less value than they once did.

Fiscal Impact

There is no fiscal impact to the City as a result of this action.

Recommendation

Recommendation to approve from the Planning Committee on December 13, 2021, and a Recommendation forthcoming by the Committee of the Whole on January 11, 2022.

Attachments:

Ordinance w/ Free Area

Ordinance w/out Free Area

Attachments:
Public Property Signs with Free Area(PDF)
Public Property Signs without Free Area (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

ORDINANCE 2021-1616

An Updated Sign Ordinance Will be Forthcoming no Later than Monday, Febrruary 7, 2022.
An Ordinance Creating Section 62-21 of the Mequon Municipal Code Relating to Signs Along Streets and on Public Property

RECITALS

A. The Common Council previously adopted various regulations related to signage within the City, the bulk of which are contained within Chapter 62.

B. Following the U.S. Supreme Court's decision in Reed v. Town of Gilbert, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis.

C. During this review, one area of immediate concern was to ensure that the City had enforceable regulations related to signs on public property based upon significant governmental interests, which are identified in the text of the provisions adopted by this ordinance.

D. Based upon these significant governmental interests, the Common Council finds that the regulation of signage along streets and on public property is in the best interests of the health, safety and welfare of the community.

BASED ON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

SECTION I

Sections 54-26(3) and 62-7(22) of the Mequon Municipal Code are repealed.

SECTION II

Section 62-21 of the Mequon Municipal Code is created to read as follows:

Sec. 62-21 Signs along streets and on public property

(a) Findings. The city encourages the exercise of free speech, and recognizes the right of all people to speak, petition, picket and otherwise express speech on public property. Signage on public property, however, poses additional concerns, among them being:

(1) Signs installed on public property give the appearance of government endorsement of the messages on the signs.

(2) Signs installed in certain locations can obstruct visibility and conflict with necessary safety signs and, therefore, create safety hazards.

(3) Signs that are installed too close to roads can create distractions for drivers and, in certain locations, obstruct visibility.

(4) Signs installed on public property can obstruct vehicles, bicycles and pedestrians; moreover, excessive signage has in the past made parks and public buildings uninviting to regular users.

(5) The common council knows of no way to ensure that an installed sign on public property is removed when the person posting the sign has no further use for it, and the city has no way to know who installed a sign so that the city can inquire whether the sign can be removed; therefore, signs could be installed permanently.

(6) The proliferation of installed signs on public property unnecessarily changes the character and aesthetics of the city. Nevertheless, the public has the ability to post non-commercial signs on private property and in the free area (defined below), thereby ensuring that the public may express itself on signs.

Accordingly, the common council has determined that this section is required for the safe and orderly administration of public property. With certain limited exceptions, this section restricts all people and entities, including the city, from installing signs. However, the city has reserved the right to install specific signs that are fundamental and necessary for the purposes for which the city owns its properties. The city allows others to hold signs on public property while petitioning, picketing and at all other times. The city also allows all people and entities to install signs in the free area (defined below) on conditions substantially the same as the conditions under which the city can install and display signs in the free area and allows any person or entity to purchase advertising signs, without content restriction, at athletic fields. The common council further finds that numerous and significant alternatives exist to placing signs along streets and on public property that allow the exercise of free speech.

(b) Interpretation. The provisions of this section supersede all contrary provisions of this chapter 62, this code and city policies. Except for sections 62-18(b)-(d) and 62-19 which are specifically incorporated in this section by reference, any provision of this chapter 62, this code or any city policy that conflicts with or could be read to supplement this section or that grants discretion in the city or any of its committees shall have no force or effect with respect to the subject matter of this section or the properties described in this section. Without limiting the foregoing, sections 62-4, 62-17 and 62-18(a) shall specifically not apply to this section.

(c) Definitions. The definitions of the following terms and phrases set forth above are specifically incorporated in this section: area, electronic message sign, ground sign, height, sign and street. Additionally, the following terms and phrases shall have the following meanings as used in this section:

Edge of the street means the back side of any curb, if installed along a street, or if not, the edge of the pavement of a street.

Hold means to grasp or carry or to display on clothing being worn by a person.

Install means to cause to be or stay in a particular place and includes to erect, embed, attach, fasten, place, display, paint, draw, or otherwise illustrate, but does not include to hold.

Roadside ditch means a long, narrow open channel that is dug into the ground along the side of a street used for the collection of storm water.

Street reserved area means the physical surface of any public street to the edge of the street plus any medians and/or islands within lanes of traffic, together with the following:

(1) If there is a sidewalk or multi-use path located in whole or in part within 15 feet from the edge of the street, the area from the edge of the street up to, and including, the sidewalk or multi-use path; or

(2) In an area along a street where (1) does not apply, 15 feet from the edge of the street.

(d) General exceptions. Nothing in this section shall prohibit any person from holding a sign in a street reserved area or on public property provided that no such sign being held shall (1) block the view of traffic in a manner that could cause safety concerns; (2) block the driveway except while being carried from one side to another; (3) be held within 25 feet of the entrance of any public building; (4) obstruct pedestrian ingress or egress from any public building; or (5) be held in any street reserved area that is titled to a private property owner without the property owner’s permission.

(e) Street reserved areas.

(1) Except for the following, no signs shall be installed in any street reserved area:

a. The following signs erected by the city or any other governmental entity with authority:

i. Traffic signs and street signs.

ii. Warning signs and temporary emergency signs installed for the public safety.

iii. Entrance signs to the city stating the name, population and official slogan, if any, for the city and containing the logo for the city (or any combination of the foregoing).

iv. Signs designating historical landmarks, signs naming neighborhoods and signs notifying the public of designations bestowed upon the city or a place by an entity other than the city (e.g., Bird City USA, Rustic Road).

v. Adopt a street program signs.

vi. Signs required by federal or state law to be placed in such locations.

b. Railroad signs installed by or on behalf of a railroad, or a governmental entity with authority, for safety purposes.

c. Utility signs installed by or on behalf of a public utility, or governmental entity with authority, for safety purposes.

(2) No sign in a roadside ditch may be installed in a manner that would restrict the free flow of water.

(f) Other public property.

(1) This subsection (f) shall not apply to the following:

a. That portion of any right-of-way that is regulated under subsection (e) as part of a street reserved area.

b. The free area regulated under subsection (g).

c. Signs on properties owned or controlled by the State of Wisconsin or its subdivisions (other than the city), Ozaukee County, Mequon Area Technical College or the Mequon-Thiensville School District except for street reserved areas owned by such entities. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Those entities shall regulate signs, including signs installed by third-parties, under their own authority.

d. Signs on properties leased from the city under a long term written lease of more than one year (e.g., the lease with Mequon Nature Preserve), but not including special event leases or licenses. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Subject to restrictions in their leases, tenants under such leases shall regulate signs, including signs installed by third-parties, under their own authority.

(2) Subject to paragraph (1), no signs shall be installed on any public property, including without limitation in any park, all publicly owned areas around any city building or in any right-of-way except for the following:

a. Any sign described in subsection (e)(1) of this section, including any such described sign located on public property outside of a street reserved area.

b. The American flag, the flag of the State of Wisconsin and the flag, if any, of the city.

c. Outside of a public building or park, one or more signs specifying the name or address, or both, of the building or park. Such a sign may contain the city logo or the logo for the city’s park system.

d. Signs installed by the city on the day of or evening before an election day stating nothing more than “vote here” and giving the hours of voting. Such signs shall be removed at the conclusion of voting or on the following day.

e. A sign on the outside of city hall designating the city’s drop box.

f. Signs approved by the common council or a committee designated by the common council recognizing donors and contributors toward an improvement to which the sign is attached or adjacent.

g. Signs required by government or quasi-government authorities other than the city as a condition of funding of improvements.

h. Signs specifying the rules and regulations for the property or facility.

i. Advertising signs at athletic fields provided that the advertiser has paid an annual fee for the sign.

j. Words, logos and depictions on tombstones in any cemetery.

k. Directional signs, maps and signs identifying features of interest on city property.

l. The following signs that have been installed prior to the date of the enactment of this ordinance, each of which shall be grandfathered: [1] The Mequon-Thiensville sign on the Gateway Monument at the corner of Mequon and Cedarburg Roads; and [2] the four historic signs around such monument.

(g) Free area.

(1) The following area shall be designated the “free area”: the area along Cedarburg Road having a southern edge two feet north of the Gateway Monument, bordered on the west by (but not including) the street reserved area of Cedarburg Road, extending north 50 feet, and extending east 25 feet.

(2) The city’s electronic message sign is in the free area. The electronic message sign shall be subject to the following regulations:

a. The electronic message sign shall be turned off from 11:00 p.m. until 5:30 a.m.

b. No commercial messages or commercial advertising may be displayed on the electronic message sign.

c. The display screen shall only contain text and remain static.

Pictographic or video images are prohibited. Messages which move by scrolling, blinking, flashing, turning or other similar movements are prohibited. A message shall not change more than one time per 30 seconds.

d. The electronic display screen background shall be black. The display screen shall not be illuminated. The message on the display screen is not limited by color. There shall be no variation of color or intensity per message.

e. The maximum illumination shall not exceed 15 foot-candles when measured with a light meter held perpendicular to the sign at a distance of 12 inches.

(3) Any person may install a ground sign in the free area subject to the following regulations:

a. All ground signs shall be removed during those hours that the electronic message board is turned off pursuant to the requirement set forth above.

b. No commercial messages or commercial advertising may be displayed on any sign in the free area.

c. No sign may be installed within the area that is five feet immediately in front of the face of any other sign in the free area, including the electronic message sign.

d. Only one of any sign may be installed in the free area.

e. No sign in the free area may have an area greater than 63 square feet (the area of the electronic message sign).

f. No sign in the free area may have a height greater than seven feet (the height of the electronic message sign).

(h) Enforcement. The city may enforce the provisions of this section as described in section 62-18(b)-(d). Additionally, the city may remove any sign that violates this section.

SECTION III

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 IV

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

SECTION V

All city policies and parts of city policies that contravene or that are more permissive than this ordinance or that allow the city or any of its committees more discretion than that provided by this ordinance are hereby repealed.

SECTION VI

This Ordinance shall become effective the day after its publication as provided by law.

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Approved by: John Wirth, Mayor

Date Approved: February 8, 2022

I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 8, 2022.

____
Caroline Fochs, City Clerk

Published: __________________________

ORDINANCE WITH FREE AREA

RECITALS

A. The Common Council previously adopted various regulations related to signage within the City, the bulk of which are contained within Chapter 62.

B. Following the U.S. Supreme Court's decision in Reed v. Town of Gilbert, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis.

C. During this review, one area of immediate concern was to ensure that the City had enforceable regulations related to signs on public property based upon significant governmental interests, which are identified in the text of the provisions adopted by this ordinance.

D. Based upon these significant governmental interests, the Common Council finds that the regulation of signage along streets and on public property is in the best interests of the health, safety and welfare of the community.

BASED ON THE FOREGOING RECITALS, the Common Council of the City of Mequon, Wisconsin, do ordain as follows:

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(a) Findings. The city encourages the exercise of free speech, and recognizes the right of all people to speak, petition, picket and otherwise express speech on public property. Signage on public property, however, poses additional concerns, among them being:

(1) Signs installed on public property give the appearance of government endorsement of the messages on the signs.

(2) Signs installed in certain locations can obstruct visibility and conflict with necessary safety signs and, therefore, create safety hazards.

(3) Signs that are installed too close to roads can create distractions for drivers and, in certain locations, obstruct visibility.

(4) Signs installed on public property can obstruct vehicles, bicycles and pedestrians; moreover, excessive signage has in the past made parks and public buildings uninviting to regular users.

(5) The common council knows of no way to ensure that an installed sign on public property is removed when the person posting the sign has no further use for it, and the city has no way to know who installed a sign so that the city can inquire whether the sign can be removed; therefore, signs could be installed permanently.

(6) The proliferation of installed signs on public property unnecessarily changes the character and aesthetics of the city. Nevertheless, the public has the ability to post non-commercial signs on private property and in the free area (defined below), thereby ensuring that the public may express itself on signs.

Accordingly, the common council has determined that this section is required for the safe and orderly administration of public property. With certain limited exceptions, this section restricts all people and entities, including the city, from installing signs. However, the city has reserved the right to install specific signs that are fundamental and necessary for the purposes for which the city owns its properties. The city allows others to hold signs on public property while petitioning, picketing and at all other times. The city also allows all people and entities to install signs in the free area (defined below) on conditions substantially the same as the conditions under which the city can install and display signs in the free area and allows any person or entity to purchase advertising signs, without content restriction, at athletic fields. The common council further finds that numerous and significant alternatives exist to placing signs along streets and on public property that allow the exercise of free speech.

(b) Interpretation. The provisions of this section supersede all contrary provisions of this chapter 62, this code and city policies. Except for sections 62-18(b)-(d) and 62-19 which are specifically incorporated in this section by reference, any provision of this chapter 62, this code or any city policy that conflicts with or could be read to modify or supplement this section or that grants discretion in the city or any of its committees shall have no force or effect with respect to the subject matter of this section or the properties described in this section. Without limiting the foregoing, sections 62-4, 62-17 and 62-18(a) shall specifically not apply to this section.

(c) Definitions. The definitions of the following terms and phrases set forth above are specifically incorporated in this section: area, electronic message sign, ground sign, height, sign and street. Additionally, the following terms and phrases shall have the following meanings as used in this section:

Edge of the street means the back side of any curb, if installed along a street, or if not, the edge of the pavement of a street.

Hold means to grasp or carry by a person, or to display on clothing being worn by a person.

Install means to cause to be or stay in a particular place, either temporarily or permanently, and includes to erect, embed, attach, fasten, place, display, paint, draw, or otherwise illustrate, but does not include to hold.

Roadside ditch means a long, narrow open channel that is dug into the ground along the side of a street used for the collection of storm water.

Street reserved area means the entire width of the physical surface intended for vehicular traffic of any public street plus any medians and/or islands within lanes of traffic, together with the following:

Deleted: to the edge of the street

(1) If there is a sidewalk or multi-use path located in whole or in part within 15 feet from the edge of the street, the area from the edge of the street up to, and including, the full width of the sidewalk or multi-use path; or

(2) In an area along a street where (1) does not apply, 15 feet from the edge of the street.

(d) General exceptions. Nothing in this section shall prohibit any person from holding a sign in a street reserved area or on public property provided that no such sign being held shall (1) block the view of traffic in a manner that could cause safety concerns; (2) block a driveway except while being carried from one side to another; (3) be held within 25 feet of the entrance of any public building; (4) obstruct pedestrian or vehicular travel; (5) obstruct pedestrian or vehicular ingress or egress from any public or private building; or (6) be held in any street reserved area that is titled to a private property owner without the property owner's permission.

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(e) Street reserved areas.

(1) Except for the following, no signs shall be installed in any street reserved area:

a. The following signs erected by the city or any other governmental entity with authority:

i. Traffic signs and street signs.

ii. Warning signs and temporary emergency signs installed for the public safety.

iii. Entrance signs to the city stating the name, population and official slogan, if any, for the city and containing the logo for the city (or any combination of the foregoing).

iv. Signs designating historical landmarks, signs naming neighborhoods, including subdivision entrance signs, and signs notifying the public of designations bestowed upon the city or a place by an entity other than the city (e.g., Bird City USA, Rustic Road).

v. Adopt a street program signs.

vi. Signs required by federal or state law to be placed in such locations.

vii. Signs required to be installed to notify the public of potential zoning or land use actions on a property pursuant to chap. 58 of this code.

viii. Signs on any vehicle lawfully parked or traveling upon any public street.

ix. Signs on the equipment or vehicles of individuals or entities occupying the street reserved area by virtue of a privilege, permit or license granted by the city (e.g., parade permits, food cart vendors, etc.).

b. Railroad signs installed by or on behalf of a railroad, or a governmental entity with authority, for safety purposes.

c. Utility signs installed by or on behalf of a public utility, or governmental entity with authority, for safety purposes.

(2) No sign in a roadside ditch may be installed in a manner that would restrict the free flow of water.

(f) Other public property.

(1) This subsection (f) shall not apply to the following:

a. That portion of any right-of-way that is regulated under subsection (e) as part of a street reserved area.

b. The free area regulated under subsection (g).

c. Signs on properties owned or controlled by any governmental entity other than the city. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Those entities shall regulate signs, including signs installed by third-parties, under their own authority.

d. Signs on properties leased from the city under a long term written lease of more than one year (e.g., the lease with Mequon Nature Preserve), but not including special event leases or licenses. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Subject to restrictions in their leases, tenants under such leases shall regulate signs, including signs installed by third-parties, under their own authority.

e. The Frank L. Weyenberg Library electronic message sign shall be allowed for the sole use of informing the public of notices related to rules and hours of operation of the library, services provided by the library, public meeting dates, events sponsored by and occurring at the library, time, date, and weather information. No commercial messages or commercial advertising may be displayed.

(2) Subject to paragraph (1), no signs shall be installed on any public property, including without limitation in any park, all publicly owned areas around any city building or in any right-of-way except for the following:

a. Any sign described in subsection (e)(1) of this section, including any such described sign located on public property outside of a street reserved area.

b. The American flag, the flag of the State of Wisconsin and the flag, if any, of the city.

c. Outside of a public building or park, one or more signs specifying the name or address, or both, of the building or

Deleted: the State of Wisconsin or its subdivisions (other than the city), Ozaukee County, Mequon Area Technical College or the Mequon-Thiensville School District

Deleted: except for street reserved areas owned by such entities park. Such a sign may contain the city logo or the logo for the city's park system.

d. Signs installed by the city on the day of or evening before an election day stating nothing more than "vote here" and giving the hours of voting. Such signs shall be removed at the conclusion of voting or on the following day.

e. A sign on the outside of city hall designating the city's drop box.

f. Signs approved by the common council or a committee designated by the common council recognizing donors and contributors toward an improvement to which the sign is attached or adjacent.

g. Signs required by government or quasi-governmental authorities other than the city as a condition of funding of improvements.

h. Signs specifying the rules and regulations for the property or facility.

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j. Words, logos and depictions on tombstones in any cemetery.

k. Directional signs, maps and signs identifying features of interest on city property.

l. The following signs that have been installed prior to the date of the enactment of this ordinance, each of which shall be grandfathered: [1] The Mequon-Thiensville sign on the Gateway Monument at the corner of Mequon and Cedarburg Roads; and [2] the four historic signs around such monument.

(g) Free area.

(1) The following area shall be designated the "free area": the area along Cedarburg Road having a southern edge eight feet north of the Gateway Monument, bordered on the west by (but not including) the street reserved area of Cedarburg Road, extending north 50 feet, and extending east 25 feet.

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(2) The city's electronic message sign is in the free area. The electronic message sign shall be subject to the following regulations:

a. The electronic message sign shall be turned off from 11:00 p.m. until 5:30 a.m.

b. No commercial messages or commercial advertising may be displayed on the electronic message sign.

c. The display screen shall only contain text and remain static. Pictographic or video images are prohibited. Messages which move by scrolling, blinking, flashing, turning or other similar movements are prohibited. A message shall not change more than one time per 30 seconds.

d. The electronic display screen background shall be black. The display screen shall not be illuminated. The message on the display screen is not limited by color. There shall be no variation of color or intensity per message.

e. The maximum illumination shall not exceed 15 foot-candles when measured with a light meter held perpendicular to the sign at a distance of 12 inches.

(3) Any person may install a ground sign in the free area subject to the following regulations:

a. All ground signs shall be removed during those hours that the electronic message board is turned off pursuant to the requirement set forth above.

b. No commercial messages or commercial advertising may be displayed on any sign in the free area.

c. No sign may be installed within the area that is five feet immediately in front of the face of any other sign in the free area, including the electronic message sign.

d. Only one of any sign may be installed in the free area.

e. No sign in the free area may have an area greater than 27 square feet (the area of the electronic message sign).

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f. No sign in the free area may have a height greater than seven feet (the height of the electronic message sign).

(h) Enforcement. The city may enforce the provisions of this section as described in section 62-18(b)-(d). Additionally, the city may remove any sign that violates this section.

SECTION III

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.

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ORDINANCE WITHOUT FREE AREA

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B. Following the U.S. Supreme Court's decision in Reed v. Town of Gilbert, 135 S. Ct. 2218 (2015), and subsequent cases interpreting that decision, it became clear that the City's sign regulations may have some constitutional infirmities that caused the Common Council to suspend enforcement of the non-commercial provisions of the City's Sign Code pending further review and analysis.

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Sections 54-26(3) and 62-7(22) of the Mequon Municipal Code are repealed.

SECTION II

Section 62-21 of the Mequon Municipal Code is created to read as follows:

Sec. 62-21 Signs along streets and on public property

(a) Findings. The city encourages the exercise of free speech, and recognizes the right of all people to speak, petition, picket and otherwise express speech on public property. Signage on public property, however, poses additional concerns, among them being:

(1) Signs installed on public property give the appearance of government endorsement of the messages on the signs.

(2) Signs installed in certain locations can obstruct visibility and conflict with necessary safety signs and, therefore, create safety hazards.

(3) Signs that are installed too close to roads can create distractions for drivers and, in certain locations, obstruct visibility.

(4) Signs installed on public property can obstruct vehicles, bicycles and pedestrians; moreover, excessive signage has in the past made parks and public buildings uninviting to regular users.

(5) The common council knows of no way to ensure that an installed sign on public property is removed when the person posting the sign has no further use for it, and the city has no way to know who installed a sign so that the city can inquire whether the sign can be removed; therefore, signs could be installed permanently.

(6) The proliferation of installed signs on public property unnecessarily changes the character and aesthetics of the city. Nevertheless, the public has the ability to post non-commercial signs on private property and in the free area (defined below), thereby ensuring that the public may express itself on signs.

Accordingly, the common council has determined that this section is required for the safe and orderly administration of public property. With certain limited exceptions, this section restricts all people and entities, including the city, from installing signs. However, the city has reserved the right to install specific signs that are fundamental and necessary for the purposes for which the city owns its properties. The city allows others to hold signs on public property while petitioning, picketing and at all other times. The city also allows all people and entities to install signs in the free area (defined below) on conditions substantially the same as the conditions under which the city can install and display signs in the free area and allows any person or entity to purchase advertising signs, without content restriction, at athletic fields. The common council further finds that numerous and significant alternatives exist to placing signs along streets and on public property that allow the exercise of free speech.

(b) Interpretation. The provisions of this section supersede all contrary provisions of this chapter 62, this code and city policies. Except for sections 62-18(b)-(d) and 62-19 which are specifically incorporated in this section by reference, any provision of this chapter 62, this code or any city policy that conflicts with or could be read to modify or supplement this section or that grants discretion in the city or any of its committees shall have no force or effect with respect to the subject matter of this section or the properties described in this section. Without limiting the foregoing, sections 62-4, 62-17 and 62-18(a) shall specifically not apply to this section.

(c) Definitions. The definitions of the following terms and phrases set forth above are specifically incorporated in this section: area, electronic message sign, ground sign, height, sign and street. Additionally, the following terms and phrases shall have the following meanings as used in this section:

Edge of the street means the back side of any curb, if installed along a street, or if not, the edge of the pavement of a street.

Hold means to grasp or carry by a person, or to display on clothing being worn by a person.

Install means to cause to be or stay in a particular place, either temporarily or permanently, and includes to erect, embed, attach, fasten, place, display, paint, draw, or otherwise illustrate, but does not include to hold.

Roadside ditch means a long, narrow open channel that is dug into the ground along the side of a street used for the collection of storm water.

Street reserved area means the entire width of the physical surface intended for vehicular traffic of any public street plus any medians and/or islands within lanes of traffic, together with the following:

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(1) If there is a sidewalk or multi-use path located in whole or in part within 15 feet from the edge of the street, the area from the edge of the street up to, and including, the full width of the sidewalk or multi-use path; or

(2) In an area along a street where (1) does not apply, 15 feet from the edge of the street.

(d) General exceptions. Nothing in this section shall prohibit any person from holding a sign in a street reserved area or on public property provided that no such sign being held shall (1) block the view of traffic in a manner that could cause safety concerns; (2) block a driveway except while being carried from one side to another; (3) be held within 25 feet of the entrance of any public building; (4) obstruct pedestrian or vehicular travel; (5) obstruct pedestrian or vehicular ingress or egress from any public or private building; or (6) be held in any street reserved area that is titled to a private property owner without the property owner's permission.

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(e) Street reserved areas.

(1) Except for the following, no signs shall be installed in any street reserved area:

a. The following signs erected by the city or any other governmental entity with authority:

i. Traffic signs and street signs.

ii. Warning signs and temporary emergency signs installed for the public safety.

iii. Entrance signs to the city stating the name, population and official slogan, if any, for the city and containing the logo for the city (or any combination of the foregoing).

iv. Signs designating historical landmarks, signs naming neighborhoods, including subdivision entrance signs, and signs notifying the public of designations bestowed upon the city or a place by an entity other than the city (e.g., Bird City USA, Rustic Road).

v. Adopt a street program signs.

vi. Signs required by federal or state law to be placed in such locations.

vii. Signs required to be installed to notify the public of potential zoning or land use actions on a property pursuant to chap. 58 of this code.

viii. Signs on any vehicle lawfully parked or traveling upon any public street.

ix. Signs on the equipment or vehicles of individuals or entities occupying the street reserved area by virtue of a privilege, permit or license granted by the city (e.g., parade permits, food cart vendors, etc.).

b. Railroad signs installed by or on behalf of a railroad, or a governmental entity with authority, for safety purposes.

c. Utility signs installed by or on behalf of a public utility, or governmental entity with authority, for safety purposes.

(2) No sign in a roadside ditch may be installed in a manner that would restrict the free flow of water.

(f) Other public property.

(1) This subsection (f) shall not apply to the following:

a. That portion of any right-of-way that is regulated under subsection (e) as part of a street reserved area.

b. Signs on properties owned or controlled by any governmental entity other than the city. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Those entities shall regulate signs, including signs installed by third-parties, under their own authority.

c. Signs on properties leased from the city under a long term written lease of more than one year (e.g., the lease with Mequon Nature Preserve), but not including special event leases or licenses. Monument, wall and directional signage on such properties shall be regulated to the extent allowed by law by provisions of this chapter 62 other than this section. Subject to restrictions in their leases, tenants under such leases shall regulate signs, including signs installed by third-parties, under their own authority.

d. The Frank L. Weyenberg Library electronic message sign shall be allowed for the sole use of informing the public of notices related to rules and hours of operation of the library, services provided by the library, public meeting dates, events sponsored by and occurring at the library, time, date, and weather information. No commercial messages or commercial advertising may be displayed.

e. The city's electronic message sign located adjacent to the Mequon-Thiensville Gateway Monument shall be allowed for the sole use of informing the public of notices related to rules and hours of operation of the public facilities, services provided by or functions of the city, public meeting dates, events sponsored by the city and occurring on city property, time, date, and weather information. No commercial messages or commercial advertising may be displayed.

(2) Subject to paragraph (1), no signs shall be installed on any public property, including without limitation in any park, all publicly owned areas around any city building or in any right-of-way except for the following:

a. Any sign described in subsection (e)(1) of this section, including any such described sign located on public property outside of a street reserved area.

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b. The free area regulated under subsection (g

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b. The American flag, the flag of the State of Wisconsin and the flag, if any, of the city.

c. Outside of a public building or park, one or more signs specifying the name or address, or both, of the building or park. Such a sign may contain the city logo or the logo for the city's park system.

d. Signs installed by the city on the day of or evening before an election day stating nothing more than "vote here" and giving the hours of voting. Such signs shall be removed at the conclusion of voting or on the following day.

e. A sign on the outside of city hall designating the city's drop box.

f. Signs approved by the common council or a committee designated by the common council recognizing donors and contributors toward an improvement to which the sign is attached or adjacent.

g. Signs required by government or quasi-governmental authorities other than the city as a condition of funding of improvements.

h. Signs specifying the rules and regulations for the property or facility.

i. Advertising signs at athletic fields provided that the advertiser has paid an annual fee for the sign.

j. Words, logos and depictions on tombstones in any cemetery.

k. Directional signs, maps and signs identifying features of interest on city property.

l. The following signs that have been installed prior to the date of the enactment of this ordinance, each of which shall be grandfathered: [1] The Mequon-Thiensville sign on the Gateway Monument at the corner of Mequon and Cedarburg Roads; and [2] the four historic signs around such monument.

(g) Enforcement. The city may enforce the provisions of this section as described in section 62-18(b)-(d). Additionally, the city may remove any sign that violates this section.

SECTION III

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 IV

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

SECTION V

All city policies and parts of city policies that contravene or that are more permissive than this ordinance or that allow the city or any of its committees more discretion than that provided by this ordinance are hereby repealed.

SECTION VI

This Ordinance shall become effective the day after its publication as provided by law.