



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

[www.ci.mequon.wi.us](http://www.ci.mequon.wi.us)

Office of the City Clerk  
Taped and Televised

**COMMON COUNCIL  
Regular Meeting  
Tuesday, January 14, 2025 - 7:30 PM  
or Immediately Following the  
Mequon Municipal Water Utility Commission Meeting  
Christine Nuernberg Hall**

**Agenda**

- 1) Call to Order**
- 2) Pledge of Allegiance**
- 3) Roll Call**
- 4) Personal Appearances and Public Comment:**

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

**5) Public Officials' Reports:**

- a) Mayor
- b) City Administrator

**6) Consent Agenda:**

- a) Architectural Board meeting minutes of November 11, 2024
- b) Board of Appeals meeting minutes of August 1 and November 7, 2024
- c) Common Council meeting minutes of December 10, 2024
- d) Finance-Personnel Committee meeting minutes of November 12, 2024
- e) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of November 14, 2024
- f) Public Welfare Committee meeting minutes of November 12, 2024
- g) Public Works Committee meeting minutes of November 12, 2024
- h) Sewer Utility District Commission meeting minutes of October 30, 2024
- i) Zoning Enforcement and Site Compliance Report through January 1, 2025
- j) **RESOLUTION 4168** - A Resolution Authorizing a Final Plat for Swan Ridge Farms - Phase I, Allowing Forty-One (41) Single-Family Lots on the Property Located Immediately South and West of 10129 North Swan Road; **Recommended by Planning Commission December 2, 2024.**

k) **Ordinance First Readings:**

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

- 1) **ORDINANCE 2025-1674** - An Ordinance Amending the Following in Connection with the Development of a 5.13 Acre Parcel Located at 14319 N. Port Washington Road: A) The City's Zoning Map within Chapter 58 of the Mequon Municipal Code, from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial; and B) The City's Land Use Plan Map from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial; **Recommended by Planning Commission September 23, 2024. First Reading.**

7) **Ordinances:** None.

8) **Resolutions:**

- a) **RESOLUTION 4169** - A Resolution Awarding a Contract for the Upgrade of the City of Mequon Community Pool Gutter System Badger Pools of Prairie du Sac, Wisconsin, in an Amount Not-to-Exceed \$142,365; **Recommendation Forthcoming by Committee of the Whole January 14, 2025.**
- b) **RESOLUTION 4170** - A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2025 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$376,990; **Recommendation Forthcoming by Finance-Personnel Committee January 14, 2025.**
- c) **RESOLUTION 4171** - A Resolution Approving a Collective Bargaining Agreement Between the City of Mequon and the Mequon Police Association for the Period January 1, 2025 - December 31, 2027; **Recommendation Forthcoming by Finance-Personnel Committee January 14, 2025.**
- d) **RESOLUTION 4172** - A Resolution Consolidating all City of Mequon Polling Sites into One Location at Mequon City Hall for the February 18, 2025 Primary Election; **Recommendation Forthcoming by Public Welfare Committee January 14, 2025.**
- e) **RESOLUTION 4173** - A Resolution Approving the Receipt of Donation from the Mequon-Thiensville Community Foundation in the Amount of \$13,333, in Connection with Establishing a Law Enforcement Drone Program; **Recommendation Forthcoming by Public Safety Committee January 14, 2025.**

9) **Specified Unfinished Business From Prior Meetings:** None.

- a) **RESOLUTION 4159** - A Resolution Authorizing Termination of a Memorandum of Agreement for Joint Ownership and Operation of a Sanitary Sewer Television Truck with the Villages of Brown Deer and Shorewood; **Recommended by Sewer Utility District Commission December 10, 2024.**

10) **Specified New Business:** None.

11) **Potential Closed Session:**

- a) Personnel Evaluation of City Administrator: The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as deemed appropriate.

**12) Adjourn**

Dated: January 14, 2025

/s/ Andrew Nerbun, Mayor

.....  
Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting. Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

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



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 Phone: (262) 236-2924  
 Fax: (262) 242-9818

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INSPECTION DIVISION

## ARCHITECTURAL BOARD MINUTES

Monday, November 11, 2024

6:00 PM

Lower-Level Conference Room

### Minutes

#### 1. Call to Order, Roll Call:

**Present:** Chairman Scott Reed

Members at Large: Michael Wade, Janet Ehn, Anthony LaGalbo, Ann Scherzinger

Architectural Board Liaison: Karen Heil

#### 2. Meeting Minutes

Minutes from the October 14, 2024, meeting were approved by Chairman Scott Reed and seconded by District Representative Janet Ehn.

Minutes passed unanimously.

Attachment: 11.11.24 Arch Board (9948 : Arch Board)

## 3. Application Submittals:

| No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Alder.<br>District<br>/Time | Type of App                            | Owner(s) /<br>Project Address                                                            | Contractor                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Dist. 2<br>6:00 pm          | <b>Addition:<br/>Attached Garage</b>   | Daniel & Theresa Umhoefer<br>11500 N. Parkview Drive<br><br>Subd: Mequon Country Estates | Contractor: Owner<br><br>Architect: Drexel                                      |
| <p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Wade</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the following conditions:</p> <ol style="list-style-type: none"> <li>1. Existing vinyl siding will be replaced with LP Siding.</li> <li>2. Cover vents with new siding on rear elevation.</li> <li>3. Vents that are placed in the stone will remain.</li> </ol>                                                                            |                             |                                        |                                                                                          |                                                                                 |
| 2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Dist. 2<br>6:10 pm          | <b>Window Changes</b>                  | Jim Dries<br>2627 W. Lake Park Court<br><br>Subd: The Lakes of Ville Du Park             | Contractor:<br>Aluma-Trim of America<br><br>Architect:<br>Aluma-Trim of America |
| <p>Moved to Approve: <u>Wade</u></p> <p>Seconded by: <u>LaGalbo</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted with the following conditions:</p> <ol style="list-style-type: none"> <li>1. The two garage casements windows should be double-hung windows or made to look like double-hung windows without grids.</li> <li>2. Rear bedroom window to either be changed to three double-hung windows or a double-hung/picture/double-hung window.</li> </ol> |                             |                                        |                                                                                          |                                                                                 |
| 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Dist. 2<br>6:20 pm          | <b>New Single-Family<br/>Residence</b> | Sullivan & Jade Stewart<br>3623 W. Club Circle<br><br>Subd: The Green at Mequon          | Contractor: Allan Builders<br><br>Architect: Dave Pluim                         |
| <p>Moved to Approve: <u>LaGalbo</u></p> <p>Seconded by: <u>Wade</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>Unanimous</u></p> <p>Conditions: Plans approved as submitted.</p>                                                                                                                                                                                                                                                                                                                                          |                             |                                        |                                                                                          |                                                                                 |

Attachment: 11.11.24 Arch Board (9948 : Arch Board)

|    |                    |                                        |                                                                              |                                                             |
|----|--------------------|----------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------|
| 4) | Dist. 3<br>6:25 pm | <b>New Single-Family<br/>Residence</b> | Veridian Homes LLC<br>Lot #91 N. Tree Sparrow Drive<br><br>Subd: The Enclave | Contractor: Veridian Homes<br><br>Architect: Veridian Homes |
|----|--------------------|----------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------|

Moved to Approve: Reed  
 Seconded by: LaGalbo  
 Approved: Yes  
 Vote: Unanimous

Conditions: Plans approved as submitted.

|    |                    |                                        |                                                                              |                                                             |
|----|--------------------|----------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------|
| 5) | Dist. 3<br>6:30 pm | <b>New Single-Family<br/>Residence</b> | Veridian Homes LLC<br>Lot #93 N. Tree Sparrow Drive<br><br>Subd: The Enclave | Contractor: Veridian Homes<br><br>Architect: Veridian Homes |
|----|--------------------|----------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------|

Moved to Approve: LaGalbo  
 Seconded by: Ehn  
 Approved: Yes  
 Vote: Unanimous

Conditions: Plans approved as submitted.

|    |                    |                                        |                                                       |                                                                  |
|----|--------------------|----------------------------------------|-------------------------------------------------------|------------------------------------------------------------------|
| 6) | Dist. 7<br>6:35 pm | <b>New Single-Family<br/>Residence</b> | Charles Mayer<br>1828 W. Fiesta Lane<br><br>Subd: N/A | Contractor: Mikkelson Builders<br><br>Architect: Fred Dahms, Jr. |
|----|--------------------|----------------------------------------|-------------------------------------------------------|------------------------------------------------------------------|

Moved to Approve: Ehn  
 Seconded by: Wade  
 Approved: Yes  
 Vote: Unanimous

Conditions: Plans approved as submitted.

Attachment: 11.11.24 Arch Board (9948 : Arch Board)

#### 4. **Announcements**

1. Administrative Approval for certain projects – Discussion of projects that have been approved at Staff Level

Meeting discussion was postponed for the December 9<sup>th</sup> meeting so that Andy Wagner, the new Architectural Board Liaison can discuss items. Examples of items that are being approved at Staff Level can be found at the Inspections Counter through December 9, 2024.

5. **Motion to Adjourn**

Chairman Scott Reed made a motion to adjourn the meeting.  
District Representative Michael Wade seconded the motion.

A vote was taken; vote passed unanimously.  
Meeting adjourned at 6:37 p.m.



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Office of the City Clerk

**BOARD OF APPEALS**  
**Thursday, August 1, 2024**  
**6:00 PM**  
**Christine Nuernberg Hall**

**Minutes**

1) Call to Order

Chairman Massey called the meeting to order at 6:00 PM.

**Present:**

Chair Massey  
Board Member Helfer  
Board Member Hildebrand  
Board Member Larson  
Board Member Wawrzyn  
Board Member Stern – **Excused**  
Board Member Flanagan – **Excused**

Also present: City Attorney Brian Sajdak, City Clerk Caroline Fochs, Director of Community Development Tollefson, Associate Planner Hoier and interested public.

2) Approve meeting minutes of May 2, 2024

**RESULT:** **Approved by Voice Acclamation [4:1]**  
**MOVED BY:** Chair Massey  
**SECONDED BY:** Board Member Larson

|                 |                                    |
|-----------------|------------------------------------|
| <b>AYES:</b>    | Massey, Helfer, Hildebrand, Larson |
| <b>ABSTAIN:</b> | Wawrzyn                            |

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

Applicant: Scott Starr  
Owner: Scott Starr  
Appeal: Opportunity will be afforded to all interested in being heard concerning the request by Scott Starr to appeal the denial of a building permit application for the construction of a second accessory structure at 2220 Sunnydale Lane.

Hearing no objection, Chairman Massey opened the public hearing, stated the administrative appeal and the process.

Attachment: BOA Starr-8.1.24\_minutes (9944 : Board of Appeals)

All parties appearing before the Board of Appeals were sworn.

Scott Starr 2220 W Sunnydale Lane, Mequon, WI 53092

Evan Hoier 11333 N Cedarburg Road, Mequon, WI 53092

Kim Tollefson 11333 N Cedarburg Road, Mequon, WI 53092

Brian Parrish 11333 N Cedarburg Road, Mequon, WI 53092

Chairman Massey began by explaining the guidelines for the Board of Appeals as well as the process for the Board of Appeals meeting.

City Attorney Sajdak clarified that the agenda item was not regarding the denial of a building permit but a variance request for the code. This clarification was meant to ensure that the Board was ready to proceed knowing proper notice had been given and the applicant also understood this distinction. The Board, the City, nor the applicant had any objection with proceeding.

Associate Planner Hoier said homeowner Starr applied for a permit for an additional accessory building on May 1, 2024 to be used as a yoga/meditation studio on the property at 2220 West Sunnydale Lane. Code allows for one additional structure; however, Starr said a second structure was necessary for medical reasons. The City cannot take into account any medical, physical or financial personal circumstances rather must look at whether there is a unique physical hardship of the land.

It was determined that there was not a physical hardship that would allow for this variance in the code. A permit for the second structure was never issued. The homeowner had applied and presented to Architectural Review Board but they do not review zoning.

Mr. Starr stated that March 2024 was the first contact regarding the project and understood that the guidelines would be for a structure to be under 400 square feet and 20' from property line. The Architectural Review Board said it was good once windows were added; therefore, Mr. Starr began the process and ordered materials and poured concrete. At that time, he received a call from Associate Planner Hoier saying Starr needed a permit for a second structure but that permit would be denied as they already had a pool shed on the property. The site plan, survey and drawings were documents the City had for review.

The Board of Appeals and the homeowner discussed what other options had been considered before this plan; such as adding square footage to home or taking down the pool shed. The homeowners didn't want to disrupt the look/feel/style of the home with an addition. The homeowner preferred a separate space that wasn't part of the house as it would be clean and quiet. The Board and homeowner discussed other options including using a different internal space, making the pool shed a dual-space or using space within the garage for storage. The Homeowner had considered other options but wanted it to be a separate and quiet space outside of the home as they have the land that could accommodate that.

City Attorney Sajdak discussed the legal guidelines of the ADA which allows for reasonable accommodations and can have an impact on zoning decisions. Even when there is a disability, you still have to consider the code and reasonableness of what options exist.

Alderman Parrish stated that he understands each decision made must consider precedent. Boards can deal with unique situations and need to work with the members of the community. He asked the Board to recognize the hardship of this homeowner's needs due to a health-related request as well as the fact that the neighbors were contacted and had not disputed it.

Motion to close the public hearing for Scott Starr.

**RESULT:**                **Approved by Voice Acclamation [Unanimous]**  
**MOVED BY:**        Chair Massey  
**SECONDED BY:**    Board Member Hildebrand

**AYES:**                Helfer, Hildebrand, Larson, Massey, Wawrzyn

Chair Massey stated that this Board must look at the ordinances and codes as they are written. While the Board can relate to the difficulty faced by the homeowner, they can only review the request and determine if this variance can be granted based on hardship due to the property not the needs of the individual/homeowner.

When reviewing this case, it must be considered that the code clearly states that only one accessory structure is allowed. Homeowner Starr said he is willing to take down the existing pool shed to move forward with the new structure which would better meet their current needs.

Motion to deny the variance.

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

**AYES:**                Helfer, Hildebrand, Larson, Massey, Wawrzyn

#### 4) Adjourn

Motion to adjourn at 7:10 PM.

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

**AYES:**                Helfer, Hildebrand, Larson, Massey, Wawrzyn

Respectfully Submitted,  
*Beth Kong*  
*Deputy Clerk*



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Office of the City Clerk

**BOARD OF APPEALS**  
**Thursday, November 7, 2024**  
**6:00 PM**  
**Christine Nuernberg Hall**

**Minutes**

**1) Call to Order**

**Present:**

Chair Kathleen Massey  
Vice Chair Thomas Flanagan  
Board Member Steve Helfer  
Board Member Ramona Larson  
Board Member Robert Stern  
Board Member Kirsten Hildebrand -- **Excused**  
Board Member James Wawrzyn -- **Excused**

Also present: City Attorney Sajdak, City Clerk Fochs, Assistant Director of Community Development Zader and interested public.

**2) Approve meeting minutes of October 3, 2024**

Chair Massey requested three changes and the minutes were approved with those modifications.  
Motion to approve the meeting minutes of October 3, 2024.

**RESULT:** **Approved [Unanimous] as amended**  
**MOVED BY:** Board Member Massey  
**SECONDED BY:** Board Member Stern

|                 |                               |
|-----------------|-------------------------------|
| <b>AYES:</b>    | Massey, Helfer, Larson, Stern |
| <b>ABSTAIN:</b> | Flanagan                      |

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

Applicant: Jason Stuewe  
Owners: Jason and Kate Stuewe  
Appeal: Opportunity will be given to all interested in being heard concerning the petition by Jason and Kate Stuewe to request a variance to Mequon Municipal Code Section 58-238, Table 58-249 to build an addition at 10808 N. Cedarburg Rd.

Attachment: 11.7.24 Stuewe Minutes (9944 : Board of Appeals)

Before beginning the proceedings, Chair Massey was asked to enter two letters into evidence that were provided by the applicant. The first letter became Exhibit 1 and was dated 11/2/2024 from Sam and Kaitlyn Nigro at 10800 N. Cedarburg Rd. (owners of the property south of the Stuewe's property). Exhibit 2 was a letter dated 11/5/2024 from Lauren Burkey and Jared Hansen at 10814 N. Cedarburg Rd. (residents next door to the Stuewe home).

All parties appearing before the Board of Appeals were sworn. Chairman Massey explained the guidelines for the Board of Appeals and began the meeting.

Assistant Director of Community Development Zader said the applicant had requested a side yard offset variance to build an addition and garage. The required side yard offset is 20 feet and the proposed offset would be 13.1 feet. The City denied the permit and recommended that a deed restriction be applied to account for the setback allowance.

The Board asked for clarification regarding the technical requirements regarding the offset necessary within the zoning districts. Assistant Director Zader explained that the width of the Stuewe's lot makes the property a non-conforming lot. The houses around the Stuewe property are staggered which allows for more space around each home.

Applicant Stuewe said his original letter did not completely outline the hardships faced with his property. One factor is that the side yard is already an encumbered property with part of the neighbor's garage encroaching on the Stuewe property. The Stuewe's have worked with the surrounding neighbors throughout the process and are agreeable to one neighbor's request to add trees to help keep the visual appeal.

The stamped survey by a Civil Engineer was submitted as Exhibit 3 for the record to identify where the neighboring property encroaches on the Stuewe property. He said this sets precedence that a four-foot encroachment will not noticeably impact neighboring property.

The Stuewe family has vehicles and home maintenance equipment they would like to store in the new garage. They tried to create a plan that limits encroachment while working with an older home on a non-conforming lot. The addition would provide necessary storage because they get water in their basement; this makes the garage storage an essential alternative to exposing items to a wet basement. There is only a buildable area of 10.5% of the lot, and they want to preserve what they can of the 100+ year old home. A no-build deed restriction would create hardship and lower the property value for the homeowner and neighbor.

Stuewe asked the Board to consider other hardships including that the lot has: over 50,000 square feet of flood plain, 295.6 square feet of encroachment over the property line, 4,769 square feet of no-build easement restrictions, drainage from the subdivision across the street that runs into the front area of the house.

The "newer" part of the house needs major updates, and the existing garage has structural issues. Their plan is to convert the existing garage area into kitchen space and home office and then add a new garage to accommodate the vehicle and other storage needs. Additional photos were submitted as Exhibit 4.

The meeting was opened to Board Member questions. They reviewed the plan for the addition and looked at the 4.24-foot corner of the proposed garage that would encroach on the neighboring side yard/lot.

City Attorney Sajdak referred to the survey shown on agenda packet page 9 to review the current No Build Land Covenant that is in place for the property at 10802 N. Cedarburg Rd. Stuewe does not want to further encumber themselves or their neighbor with an additional No Build Land Covenant (as the value of the land decreased by 10% due to this covenant). The Board reviewed the steps for putting a No Build Land Covenant in place.

The Board then discussed several other options such as grading the land or area around the home, shortening the interior space and/or garage space, moving the garage further to the rear or using a different configuration of garage doors to minimize the width.

Motion to close the public portion of the hearing.

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

**AYES:** Massey, Flanagan, Helfer, Larson, Stern

The Board considered whether the uniqueness of this property was a factor. The Board was reminded that their decision needed to be based on the hardship of the property not on the needs of a homeowner. The size of the addition/garage space could be slightly smaller and stay within the property boundary.

Motion to grant the variance.

**RESULT:** **Approved by Roll Call Vote [3 to 2]**  
**MOVED BY:** Board Member Stern  
**SECONDED BY:** Board Member Flanagan

**AYES:** Flanagan, Larson, Stern  
**NAYS:** Massey, Helfer

The Board added a friendly amendment to the motion that the homeowner will plant trees along the property line.

Motion to grant the amended variance.

**RESULT:** **Approved by Roll Call Vote [3 to 2]**  
**MOVED BY:** Board Member Stern  
**SECONDED BY:** Board Member Flanagan

|              |                         |
|--------------|-------------------------|
| <b>AYES:</b> | Flanagan, Larson, Stern |
| <b>NAYS:</b> | Massey, Helfer          |

#### 4) Adjourn

Motion to adjourn.

|                     |                                                  |
|---------------------|--------------------------------------------------|
| <b>RESULT:</b>      | <b>Approved by Voice Acclamation [Unanimous]</b> |
| <b>MOVED BY:</b>    | Board Member                                     |
| <b>SECONDED BY:</b> | Board Member                                     |

|              |                                         |
|--------------|-----------------------------------------|
| <b>AYES:</b> | Massey, Flanagan, Helfer, Larson, Stern |
|--------------|-----------------------------------------|

Respectfully Submitted,

*Beth Kong*  
Deputy Clerk



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Office of the City Clerk  
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**COMMON COUNCIL**  
**Regular Meeting**  
**Tuesday, December 10, 2024**  
**7:30 PM**  
**Christine Nuernberg Hall**

**Minutes**

**1) Call to Order**

Mayor Nerbun called the meeting to order at 7:52 PM.

**2) Pledge of Allegiance**

**3) Roll Call**

**Present:**

Mayor Andrew Nerbun  
 Alderman Kelly Tolocko  
 Alderman Dale Mayr  
 Alderman Jeffrey Hansher  
 Alderman Gregg Bach  
 Alderman Brian Parrish  
 Alderman Peter Bratt  
 Alderman William Gebhardt

**Excused:** Alderman Robert Strzelczyk

Also Present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Finance Director Arnett, Accounting Specialist Jester, Director of Community Development Tollefson, City Engineer Lundeen, Buildings Superintendent Bodoh, Human Resources Coordinator Perszyk, Management Fellow Randall, press and interested public.

**4) Personal Appearances and Public Comment:** None.

**5) Public Officials' Reports:**

a) Mayor

Mayor Nerbun offered everyone a happy holiday season.

b) City Administrator

Attachment: 12-10-2024 CC Full Minutes Draft (9980 : CC meetings)

Administrator Jones wanted to address mis-information regarding the proposed Civic Campus Master Plan as some residents believe it means removing the Rennie Baseball Field. There has been no decision to remove the field. Any future plans will be transparent to the community. Residents will have the opportunity to participate in any future decisions regarding the Civic Campus Master Plan.

With the upcoming retirement of Chief Pryor, the Police Commission will host a community listening session at 6:30pm on December 19, 2024. If residents are unable to attend this session, they may share their input by completing an online survey before January 2, 2025.

Property tax bills were mailed out on Monday, December 9. The Finance Department can accept in-person payments between 8:30am – 4pm until January 31, 2025. No cash payments over \$500 will be accepted at City Hall. Payments can also be made online or in person at the Port Washington State Bank locations in Mequon or Thiensville.

#### 6) Consent Agenda:

- a) Common Council meeting minutes of November 12, 2024.
- b) Architectural Board meeting minutes of October 14, 2024.
- c) Board of Appeals meeting minutes of October 3, 2024.
- d) Economic Development Board meeting minutes of September 24, 2024.
- e) Festivals Committee meeting minutes of October 21, 2024.
- f) Finance-Personnel Committee meeting minutes of October 8, 2024.
- g) Park and Open Space Board meeting minutes October 16, 2024.
- h) Planning Commission meeting minutes of October 21, 2024.
- i) Public Safety Committee meeting minutes of October 8, 2024.
- j) Public Welfare Committee meeting minutes of October 8, 2024.
- k) Public Works Committee meeting minutes of October 8, 2024.
- l) Zoning Enforcement and Site Compliance report through December 1, 2024.

Motion to approve Consent Agenda items A-L.

**RESULT:** Approved by Voice Acclamation [7 - 1]  
**MOVED BY:** Alderman Parrish  
**SECONDED BY:** Alderman Mayr

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Robert Strzelczyk

- m) **RESOLUTION 4159** - A Resolution Authorizing Termination of a Memorandum of Agreement for Joint Ownership and Operation of a Sanitary Sewer Television Truck with the Villages of Brown Deer and Shorewood.

Motion to approve Resolution 4159.

**RESULT:** Approved by Roll Call Vote [4 to 3]  
**MOVED BY:** Alderman Bach  
**SECONDED BY:** Alderman Hansher

**AYES:** Tolocko, Hansher, Bach, Bratt,  
**NAYS:** Mayr, Parrish, Gebhardt  
**DEEMED NO:** Robert Strzelczyk

n) **Ordinance First Readings**

- 1) **ORDINANCE 2024-1673** - An Ordinance Amending the Following for the Property Located at 2803 and 2909 West Mequon Road: A) The City's Zoning Map within Chapter 58 of the Mequon Municipal Code, from Single-Family Residential 1-Acre (R-3) to Institutional Public Service (IPS) and Planned Unit Development Overlay (PUD); and B) The City's Land Use Plan Map from Residential (1 to 1.5 Acre) to Institutional.

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

7) **Ordinances:** None.

8) **Resolutions:**

- a) **RESOLUTION 4160** - A Resolution Awarding the Sale of \$6,955,000 General Obligation Promissory Notes, Series 2025A; Providing the Form of the Notes; and Levying a Tax in Connection Therewith.

Mayor Nerbun clarified that the title of Resolution 4160 shown on the Common Council Agenda had an error showing the dollar amount as \$6,995,000 but all documents correctly reflected the amount as \$6,955,000.

**RESULT:** **Approved by Roll Call Vote [7 - 1]**  
**MOVED BY:** Alderman Parrish  
**SECONDED BY:** Alderman Gebhardt

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

- b) **RESOLUTION 4161** - A Resolution Approving a Five-Year Agreement for Implementation and Operation of an Enterprise Land Management System with Tyler Technologies, Inc., Yarmouth, Maine, in the Amount of \$712,694.

**RESULT:** **Approved by Roll Call Vote [7 - 1]**  
**MOVED BY:** Alderman Bach  
**SECONDED BY:** Alderman Hansher

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

- c) **RESOLUTION 4162** - A Resolution Adopting the Compensation Plan for Non-Represented Employees for Fiscal Year 2025.

**RESULT:**               **Approved by Roll Call Vote [7 to 1]**  
**MOVED BY:**       Alderman Hansher  
**SECONDED BY:**   Alderman Parrish

**AYES:**               Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

- d) **RESOLUTION 4163** - A Resolution Authorizing the City Administrator to Execute a Professional Services Agreement for the Development of a Civic Campus Master Plan in an Amount Not-to-Exceed \$60,000.

Mayor Nerbun said seven proposals from very qualified firms had been submitted. Each committee member independently reviewed the proposals and narrowed it down to the top four. Those four proposals will be reviewed Friday, December 13, 2024.

**RESULT:**               **Approved by Roll Call Vote [7 - 1]**  
**MOVED BY:**       Alderman Hansher  
**SECONDED BY:**   Alderman Bratt

**AYES:**               Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

- e) **RESOLUTION 4164** - A Resolution Awarding a Construction Contract for the City Brush Site Improvement Project to Vinton Construction Company, Two Rivers, Wisconsin, in an Amount Not-to-Exceed \$1,014,191.

The Council had a short discussion regarding funding of the project and City priorities.

**RESULT:**               **Approved by Roll Call Vote [6 - 2]**  
**MOVED BY:**       Alderman Hansher  
**SECONDED BY:**   Alderman Bach

**AYES:**               Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**NAYS:**              Tolocko  
**DEEMED NO:** Strzelczyk

- f) **RESOLUTION 4165** - A Resolution Approving the Purchase and Installation of a Truck Box with Wedge Tank Application, a Universal Snowplow & Wing Package and Additional Truck Components from Universal Truck Equipment, Galesville, Wisconsin, at a Total Cost of \$183,314.

**RESULT:**               **Approved by Roll Call Vote [7 - 1]**  
**MOVED BY:**       Alderman Hansher  
**SECONDED BY:**   Alderman Bratt

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

- g) **RESOLUTION 4166** - A Resolution Approving the Purchase of a Replacement Plow Truck Chassis from Lakeside International Trucks, Milwaukee, Wisconsin in the Amount of \$127,863.

**RESULT:** **Approved by Roll Call Vote [6 - 1]**  
**MOVED BY:** Alderman Hansher  
**SECONDED BY:** Alderman Bratt

**AYES:** Tolocko, Mayr, Hansher, Bach, Bratt, Gebhardt  
**ABSTAIN:** Parrish  
**DEEMED NO:** Strzelczyk

- h) **RESOLUTION 4167** - A Resolution Awarding a Contract for the Replacement of Various HVAC Units and Other Upgrades within the Council Chambers at City Hall to Selzer-Ornst Construction of Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$975,000.

**RESULT:** **Approved by Roll Call Vote [7 - 1]**  
**MOVED BY:** Alderman Hansher  
**SECONDED BY:** Alderman Bratt

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

9) **Specified Unfinished Business From Prior Meetings:** None.

10) **Specified New Business:** None.

#### 11) **Potential Closed Session**

- 1) Closed Session - Possible Acquisition of 11015 N. Market Street.

Motion to enter into closed session.

**RESULT:** **Approved by Roll Call Vote [8 - 1]**  
**MOVED BY:** Alderman Hansher  
**SECONDED BY:** Alderman Mayr

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt, Nerbun  
**DEEMED NO:** Strzelczyk

Motion to reconvene into open session.

**RESULT:** **Approved by Roll Call Vote [7 - 1]**  
**MOVED BY:** Alderman Gebhardt

**SECONDED BY:** Alderman Bach

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

## 12) Adjourn

a) Motion to adjourn at 8:43 PM.

**RESULT:** **Approved by Voice Acclamation [7 - 1]**

**MOVED BY:** Alderman Mayr

**SECONDED BY:** Alderman Tolocko

**AYES:** Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt  
**DEEMED NO:** Strzelczyk

Respectfully Submitted,  
*Beth Kong, Deputy Clerk*

Attachment: 12-10-2024 CC Full Minutes Draft (9980 : CC meetings)



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

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Office of the City Administrator

## FINANCE-PERSONNEL COMMITTEE

Tuesday, November 12, 2024

5:45 PM

North Conference Room

### Minutes

#### 1) Call to Order, Roll Call

**Present:**

Mayor Andrew Nerbun  
Alderman William Gebhardt  
Alderman Brian Parrish  
Alderman Robert Strzelczyk -- **Absent**

Also Present: William Jones, City Administrator, Brenda Arnett, Finance Director, Marie Keyser, Assistant Finance Director, Justin Schoenemann, Assistant City Administrator, Caroline Fochs, City Clerk, Kristen Lundeen, City Engineer/DPW Director, Brian Sajdak, City Attorney, Les Ahrens, City Assessor and Brian Roemer, Ehlers Public Finance Advisors.

#### 2) Approve Meeting Minutes

a. Finance-Personnel Meeting Minutes of October 8, 2024

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

**MOVED BY:** Alderman Gebhardt

**SECONDED BY:** Alderman Parrish

**AYES:** Gebhardt, Parrish

**ABSENT:** Strzelczyk

#### 3) License Applications

a. November, 2024 Licenses

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

**MOVED BY:** Alderman Parrish

**SECONDED BY:** Alderman Gebhardt

Attachment: FP minutes 111224 (9943 : FP meeting)

**AYES:** Gebhardt, Parrish  
**ABSENT:** Strzelczyk

4) Vouchers Paid

a. October 2024 Vouchers Paid List

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

**AYES:** Gebhardt, Parrish  
**ABSENT:** Strzelczyk

5) Presentation & Discussion

Brian Roemer, Senior Municipal Advisors from Ehlers Public Finance Advisors was at the meeting to present to the Committee about the history of the last three City borrowings, the City's current debt structure and the process of the next issuance.

6) Resolutions

a. **RESOLUTION 4154** A Resolution Adopting the City of Mequon's Annual Fee Schedule for Fiscal Year 2025

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

**AYES:** Gebhardt, Parrish  
**ABSENT:** Strzelczyk

b. **RESOLUTION 4155** A Resolution Approving Execution of an Engagement Letter for Auditing Services During Fiscal Years 2024-2028 with Baker Tilly US, LLP, Milwaukee, Wisconsin, in an Amount Not-to-Exceed \$252,300

Discussion between Committee members and staff took place regarding the cost increase from FY 2023 & FY 2024. Director Arnett explained that Baker Tilly kept the price increases over the last several fiscal years to a minimum and they could not sustain that practice anymore. Baker Tilly is a leader in the industry and the City has been very pleased with their work to this point. Alderman Gebhardt wanted the record to reflect the Committee discussed whether it is good practice to receive multiple bids for the City audit. Ultimately, the resolution was approved to move to the Common Council for formal adoption.

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

**AYES:** Gebhardt, Parrish  
**ABSENT:** Strzelczyk

- c. **RESOLUTION 4156** A Resolution Authorizing Extension of a Professional Services Agreement for the Remaining Phases of the Enterprise Land Management System Selection Process with Avèro Advisors of Maryville, Tennessee, in an Amount Not-To-Exceed \$77,120

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

**AYES:** Gebhardt, Parrish  
**ABSENT:** Strzelczyk

- d. **RESOLUTION 4157** A Resolution Approving an Agreement for a Market Revaluation Update of All Real Property within the City of Mequon During the 2025 Assessment Year with Catalis Tax and CAMA, Inc. of Menomonee Falls, Wisconsin, in the Amount of \$225,000

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

**AYES:** Gebhardt, Parrish  
**ABSENT:** Strzelczyk

7) Discussion Items

- a. 2024 YTD Budget Report as of September 30, 2024

Mayor Nerbun suggested holding this item until the December meeting.

- b. 2024 YTD Cash & Investment Report as of 09/30/2024

Mayor Nerbun suggested holding this item until the December meeting.

- c. Finance - Personnel Work Plan

8) Adjourn

A motion to adjourn was made at 6:51 PM by Alderman Gebhardt, seconded by Alderman Parrish. All voted in favor "aye."

Respectfully Submitted,

*Marie Keyser*  
*Assistant Finance Director*

Attachment: FP minutes 111224 (9943 : FP meeting)



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 Mequon, WI 53092  
 Phone: 262-236-2934  
 Fax: 262-242-9655



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Public Works Department

## Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, November 14, 2024

9:00 AM

North Conference Room

### Minutes

#### 1. Call to Order, Roll Call

##### **Present:**

Chair Kenneth Maciolek  
 Vice Chair Jim Doornek  
 Commissioner Ron Heinritz  
 Commissioner Rob Holyoke  
 Commissioner John Liegeois  
 Commissioner Kristin Wade

##### **Absent:**

Also in attendance were Craig Hubner from Graef, Thiensville resident Alan Siggelkow, City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, and Engineering Administrative Assistant Redeker. Attending virtually were two members of the Graef team.

#### 2. Approval of Meeting Minutes

##### a. October 10, 2024 Minutes

**RESULT:** **Approved [Unanimous]**

**MOVED BY:** Commissioner Wade

**SECONDED BY:** Commissioner Doornek

|              |                                                      |
|--------------|------------------------------------------------------|
| <b>AYES:</b> | Maciolek, Doornek, Heinritz, Holyoke, Liegeois, Wade |
|--------------|------------------------------------------------------|

Attachment: Bikeway 11-14-2024\_Minutes (9945 : Bike minutes)

### 3. Resident Communications

Thiensville resident Alan Sigglekow was present to reiterate his safety concerns that he had originally expressed in a previous meeting.

### 4. Discussion/Action Items

#### a. Joint M-T Bikeway Planning Study Discussion

The Graef team went through their agenda, highlighting the draft plan that will be presented to the Mequon Committee of the Whole on Tuesday, December 10, 2024.

### 5. Adjourn

#### a. Motion to Adjourn at 11:01 AM

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

**MOVED BY:** Holyoke

**SECONDED BY:** Commissioner Heinritz

**AYES:** Maciolek, Doornek, Heinritz, Holyoke

**NOT PRESENT:** Liegeois, Wade

Respectfully Submitted,

*Kaye Redeker*

Attachment: Bikeway 11-14-2024\_Minutes (9945 : Bike minutes)



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Office of the City Administrator

## PUBLIC WELFARE COMMITTEE

Tuesday, November 12, 2024

5:15 PM

Lower Conference Room

### Minutes

#### 1) Call to Order, Roll Call

##### **Present:**

Chair Dale Mayr  
 Alderman Gregg Bach  
 Alderman Brian Parrish

Also Present: Assistant City Administrator Schoenemann, Executive Assistant Enea, ETC  
 Consultant Heacock, and ICMA Fellow Randall

#### 2) Approval of Meeting Minutes

a. Public Welfare Committee meeting minutes of October 8, 2024

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

**MOVED BY:** Alderman Bach

**SECONDED BY:** Alderman Parrish

|                                  |
|----------------------------------|
| <b>AYES:</b> Mayr, Bach, Parrish |
|----------------------------------|

#### 3) Discussion Items

a. Community Survey Discussion

ETC Consultant Heacock joined the meeting via Teams and explained to the Committee some of the draft changes that were before them. He had moved the Demographic Section to the end of the survey because he said that could be a turn-off to residents if they are asked personal questions right way instead of starting with a more interesting topic. Mr. Heacock said contextually, the survey can be structured however the Committee would like, but to be careful because some topics (i.e. Tax Increment Development) might be too complicated for the average resident to understand. He then gave them the example of the pool question, where you might want them to rank the amenities that are most important instead of just picking all the ones they like. The Committee was in favor of adding Special Events and Communications to question number 3. The Committee then discussed the zoning questions and decided to leave it up to Community Development to look at. Alderman Mayr brought up that questions suggested from the other Committees still needed to be added. Mr.

Attachment: Pub Welf Mins 111224 (9968 : Pub Welf Minutes)

Heacock stated that if the survey goes beyond 5-6 pages, we will start to lose people's interest. He said it was common for surveys to break-out the areas of Police, Fire, and Parks. The Committee then discussed a question about those on the Water Utility versus those that have wells. Also discussed were the survey sections to include Housing, Commercial/Retail, Public Spaces, and Industrial. Mr. Heacock will work on the survey formatting for the December meeting and the other feedback that he received.

4) Work Calendar

The Committee will review the next Community Survey draft at December's meeting.

5) Adjourn

Alderman Bach moved to adjourn at 5:50 PM and Alderman Mayr seconded.

Respectfully Submitted,

*Carrie Enea*  
*Executive Assistant*



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

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Public Works Department

**PUBLIC WORKS COMMITTEE**  
**Tuesday, November 12, 2024**  
**6:15 PM**  
**South Conference Room**

**Minutes**

1) Call to Order, Roll Call

The meeting was called to order at 6:15 PM.

**Present:**

Chair Jeffrey Hansher  
Alderman Kelly Tolocko  
Alderman Peter Bratt

Also present were the Director of Public Works/City Engineer Lunden, the Deputy Director of Public Works Weyker, the Assistant City Engineer McCraw, the Engineering Technician Dandy, Fleet Superintendent Zeller, and Administration Assistant Schlereth.

2) Approval of Minutes

a. October 8, 2024, Minutes

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

**MOVED BY:** Alderman Tolocko

**SECONDED BY:** Alderman Bratt

|              |                         |
|--------------|-------------------------|
| <b>AYES:</b> | Hansher, Tolocko, Bratt |
|--------------|-------------------------|

3) Resolutions

**Action requested: review and recommend approval**

a. **RESOLUTION 4153** A Resolution Approving a Stormwater Facilities Maintenance & Easement Agreement, in Connection with Acquisition of a 10-Foot-Wide Storm Sewer Easement at 10538 North Gazebo Hill Parkway West

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

**MOVED BY:** Alderman Bratt

**SECONDED BY:** Alderman Tolocko

Attachment: 11-12-24 (9933 : Pub Works November 12, 2024 Minutes)

**AYES:** Hansher, Tolocko, Bratt

4) Discussion and Possible Action

**Discussion and Possible Action**

a. 2024 Road Improvements Contract Summary

Staff clarified that the purpose of the GSB-88 product is to prolong a road's life cycle.

b. Fiesta Lane Drainage and 2024 Road Program Review

c. Review of Enterprise Performance Standards for Vehicle Leasing

d. Public Works Work Plan (11.12.24)

5) Adjourn

a. Motion to Adjourn at 6:43 PM

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

**MOVED BY:** Alderman Tolocko

**SECONDED BY:** Alderman Bratt

**AYES:** Hansher, Tolocko, Bratt

Respectfully Submitted,

*Ren Schlereth*

*Administrative Assistant*

Attachment: 11-12-24 (9933 : Pub Works November 12, 2024 Minutes)



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

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Public Works/Engineering  
 Taped and Televised

## SEWER UTILITY DISTRICT COMMISSION

Wednesday, October 30, 2024

5:30 PM

Christine Nuernberg Hall

### Minutes

#### 1) Call to Order, Roll Call

The meeting was called to order at 6:10 PM.

#### **Present:**

Commissioner Andrew Nerbun  
 Commissioner Robert Strzelczyk  
 Commissioner Kelly Tolocko  
 Commissioner Dale Mayr  
 Commissioner Jeffrey Hansher  
 Commissioner Gregg Bach  
 Commissioner Brian Parrish  
 Commissioner Peter Bratt  
 Commissioner William Gebhardt

Also present: City Administrator Jones, City Clerk Fochs, Finance Director Arnett, Assistant Finance Director Keyser, Community Development Director Tollefson, Director of Public Works/City Engineering Lundeen, Water Utility Supervisor Voigt, Buildings Superintendent Bodoh, Administrative Assistant Schlereth, Wastewater Superintendent Weinrich, City Water Engineer Fulsaa, press and interested public

#### 2) Approval of Meeting Minutes

##### a. June 11, 2024, Minutes

Also present were City Administrator Jones, City Clerk Fochs, Director of Public Works/City Engineer Lundeen, Finance Director Arnett, Assistant Finance Director Keyser, Administration Assistant Schlereth, the press, and the interested public.

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

**MOVED BY:** Commissioner Strzelczyk

**SECONDED BY:** Commissioner Mayr

Attachment: Sewer 10-30-24 (9970 : Sewer Utility)

**AYES:** Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

### 3) Ordinances

**Action requested: review and recommend approval**

1. **ORDINANCE 2024-1670** An Ordinance Appropriating the Necessary Funds from the City of Mequon's Sewer Utility District for the Year 2025 for Capital Charge Payments to the Milwaukee Metropolitan Sewerage District and City of Mequon Capital Debt Service Requirements

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

**MOVED BY:** Commissioner Gebhardt

**SECONDED BY:** Commissioner Strzelczyk

**AYES:** Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

### 4) Resolutions

**Action requested: review and recommend approval**

- a. **RESOLUTION 4149** A Resolution Reassigning Undesignated Cash Reserves of \$1,000,000 within the Sewer Utility Fund to One-Time Capital Projects, in Accordance with City of Mequon Financial Policy Statement 3: Reserve Requirements

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

**MOVED BY:** Commissioner Parrish

**SECONDED BY:** Commissioner Gebhardt

**AYES:** Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

- b. **RESOLUTION 4150** A Resolution Adopting the Fiscal Year 2025 Sanitary Sewer Utility Budget and Establishing the 2025 Sanitary Sewer User Fee Schedule

Staff advised that due to a lack of capital spending in 2024, it is projected there will not be a need to borrow for the Lift Station E project.

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

**MOVED BY:** Commissioner Mayr

**SECONDED BY:** Commissioner Strzelczyk

**AYES:** Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt

Attachment: Sewer 10-30-24 (9970 : Sewer Utility)

## 5) Adjourn

a. to Adjourn at 6:16 PM

**RESULT:** **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Commissioner Mayr**SECONDED BY:** Commissioner Bratt

|              |                                                                               |
|--------------|-------------------------------------------------------------------------------|
| <b>AYES:</b> | Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt,<br>Gebhardt |
|--------------|-------------------------------------------------------------------------------|

Respectfully Submitted,

*Ren Schlereth*  
*Administrative Assistant*

Attachment: Sewer 10-30-24 (9970 : Sewer Utility)

|    | A     | B            | C                            | D                                           | E                                        | F          | G           | I          | J                          | K      |
|----|-------|--------------|------------------------------|---------------------------------------------|------------------------------------------|------------|-------------|------------|----------------------------|--------|
| 1  |       |              |                              |                                             | CODE ENFORCEMENT SUMMARY JANUARY 1, 2025 |            |             |            |                            |        |
| 2  |       |              |                              |                                             |                                          |            |             |            |                            |        |
| 3  | 0     |              |                              |                                             |                                          | OTC        | REQUIREMENT | COURT DATE | COMMENTS                   | ACTIVE |
| 4  | DIST. | PARCEL #     | ADDRESS                      | OWNER                                       | VIOLATION TYPE/COMPLAINT                 | ISSUED     | DATE        |            | (See Key Column)           | YES/NO |
| 5  | 8     | 151050504000 | 10843 N PEBBLE LANE          | ABBAS OR FATIMA ALI                         | YARD WASTE LEAVES AND BRANCHES           | 1/21/2022  | 6/1/2022    |            | 1                          | NO     |
| 6  | 4     | 140341500100 | 6110-6112 W COUNTY LINE ROAD | JEFFERY KRETZ                               | PARKING                                  | 12/1/2021  | 12/15/2021  |            | #5 CITATION 1,2            | NO     |
| 7  | 1     | 140300600500 | 12323 W MEQUON ROAD          | JONATHAN SCHOTTE                            | PARKING                                  | 10/21/2021 | 11/4/2021   |            | 1                          | NO     |
| 8  | 3     | 140221000600 | 11512 N WAUWATOSA ROAD       | RICK OR PATRICIA FREYMUTH                   | TEMPORARY STRUCTURE                      | 10/22/2021 | 11/5/2021   |            | 1                          | NO     |
| 9  | 4     | EXEMPT       | 110010 N BUNTROCK AVENUE     | WILSON SCHOOL                               | ELECTRONIC MESSAGE SIGN ILLUMINATION     | 12/8/2021  | 12/17/2021  |            | 1                          | NO     |
| 10 | 1     | 141550010000 | 13760 N BONNIWELL COURT      | GALINA OR MISHA SHEPSEHELEVICH              | PARKING                                  | ONGOING    | ONGOING     | NOT SET    | #5, CIRCUIT COURT          | YES    |
| 11 | 3     | RENTAL       | 6200 W MEQUON ROAD           | ST PAULS FISH                               | BANNER/SIGNS                             | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 12 | 2     | 140820648000 | 2916 W SHOES DRIVE           | DAVID OR ELIZABETH SANDE                    | HOME BUSINESS                            | 11/22/2021 | 12/5/2021   |            | 1                          | NO     |
| 13 | 1     | 141550011000 | 13702 N BONNIWELL COURT      | MICHAEL OR SHELLEY OLSON                    | PARKING                                  | 11/22/2021 | 11/5/2021   |            | 1                          | NO     |
| 14 | 4     | 140270101200 | 10910 INDUSTRIAL DRIVE       | SUPER STEEL LLC                             | BANNER/SIGNS                             | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 15 | 8     | RENTAL       | 10042 N PORT WASHINGTON ROAD | NEARLY NEW CONSIGNMENT SHOP                 | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 16 | 4     | RENTAL       | 11035 INDUSTRIAL DRIVE       | CENTRAL BARK                                | BANNER/SIGNS                             | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 17 | 5     | EXEMPT       | 13460 N PORT WASHINGTON ROAD | CHRIST CHURCH                               | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 18 | 4     | 140340500100 | 6809 W DONGES BAY ROAD       | MEQUON LAWN AND GARDEN                      | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 19 | 6     | 150191301600 | 11357 N PORT WASHINGTON ROAD | KOHLER CREDIT UNION                         | FLAG                                     | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 20 | 8     | RENTAL       | 11018 N PORT WASHINGTON ROAD | MATHNASIUM                                  | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 21 | 5     | 150201001800 | 11522 N PORT WASHINGTON ROAD | SHELL GAS STATION                           | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 22 | 6     | RENTAL       | 10945 N PORT WASHINGTON ROAD | SPINE PAIN DIAGNOSTICS ASSOCIATES SUITE 101 | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 23 | 8     | RENTAL       | 10930 N PORT WASHINGTON ROAD | SENDIK'S                                    | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 24 | 6     | RENTAL       | 10945 N PORT WASHINGTON ROAD | WISCONSIN RADIOLOGY SPECIALISTS             | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 25 | 8     | RENTAL       | 10984 N PORT WASHINGTON ROAD | MARSHALLS                                   | BANNER/SIGNS                             | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 26 | 8     | RENTAL       | 10526 N PORT WASHINGTON ROAD | DERIAH BOUTIQUE                             | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 27 | 6     | RENTAL       | 10501 N PORT WASHINGTON ROAD | ALLSTATE INSURANCE                          | FLAG                                     | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 28 | 8     | RENTAL       | 10916 N PORT WASHINGTON ROAD | ELITE NUTRITION                             | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 29 | 6     | RENTAL       | 11649 N PORT WASHINGTON ROAD | MEQUON SMILE DESIGN                         | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 30 | 6     | RENTAL       | 11042 N PORT WASHINGTON ROAD | X GOLF MEQUON                               | FLAG                                     | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 31 | 8     | 150290600200 | 11150 N PORT WASHINGTON ROAD | CULVER'S                                    | BANNER/SIGN                              | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 32 | 4     | 140270201000 | 11130 N BUNTROCK AVENUE      | ARTESA APARTMENTS                           | BANNER/SIGN                              | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 33 | 8     | RENTAL       | 10992 N PORT WASHINGTON ROAD | GREAT CLIPS                                 | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 34 | 3     | RENTAL       | 6330 W SPUR ROAD             | SPUR 16                                     | FLAG                                     | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 35 | 4     | RENTAL       | 10503 N CEDARBURG ROAD       | THE COLOUR BOWL SALON AND WELLNESS          | FLAG                                     | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 36 | 4     | 140500612000 | 5616 W DONGES BAY ROAD       | LIBBY MONTANA                               | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 37 | 6     | 150300600500 | 2635 W MEQUON ROAD           | THE RANGE LINE INN                          | BANNER/SIGN                              | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 38 | 6     | 151530001000 | 1505 W MEQUON ROAD           | EAST TOWNE SQUARE MALL                      | FLAG                                     | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 39 | 6     | RENTAL       | 1339 W MEQUON ROAD           | SOVEREIGN SELECT LLC                        | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 40 | 3     | RENTAL       | 7602 W MEQUON ROAD           | IN BALANCE YOGA                             | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 41 | 6     | RENTAL       | 1340 W MEQUON ROAD           | AC ZUKERMAN JEWELERS                        | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 42 | 6     | RENTAL       | 1300 W MEQUON ROAD           | PANERA BREAD                                | BANNER/SIGNS                             | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 43 | 6     | RENTAL       | 1424 W MEQUON ROAD           | NORTH SHORE COMPUTER                        | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 44 | 6     | RENTAL       | 1402 W MEQUON ROAD           | KUMON MATH AND READING                      | BANNER                                   | 11/17/2021 | 11/20/2021  |            | 1                          | NO     |
| 45 | 8     | RENTAL       | 10530 N PORT WASHINGTON ROAD | FIDDLEHEADS COFFEE                          | BANNER/SIGNS                             | 11/17/2021 | 11/20/2021  | 4/6/2022   | #5, CITATION 1             | NO     |
| 46 | 6     | RENTAL       | 11525 N PORT WASHINGTON ROAD | JIMMY JOHNS                                 | BANNER/FLAGS                             | 11/17/2021 | 11/20/2021  | 3/2/2022   | #5, CITATION 1             | NO     |
| 47 | 6     | RENTAL       | 11511 N PORT WASHINGTON ROAD | TACO BELL                                   | BANNER                                   | 11/17/2021 | 11/20/2021  | 4/6/2022   | #5, CITATION 1,2           | NO     |
| 48 | 4     | 140500903002 | 10360 N CEDARBURG ROAD       | KWIK TRIP                                   | TRASH/LITTER                             | 12/23/2021 | 12/27/2021  | 4/6/2022   | #5, CITATIONS 1,2,3        | NO     |
| 49 | 4     | 140500903002 | 10360 N CEDARBURG ROAD       | KWIK TRIP                                   | BANNER/FLAGS                             | 11/17/2021 | 11/20/2021  | 3/2/2022   | #5, CITATION 1,2           | NO     |
| 50 | 8     | 150291100500 | 10500 N PORT WASHINGTON ROAD | HOLD HOLDINGS                               | PUBLIC NUISANCE                          | 4/14/2021  | 4/23/2021   | 4/6/2022   | #5, CITATIONS 1,2,3        | NO     |
| 51 | 4     | 140840107000 | 9712 N MEQUON PLACE          | TOUA YANG                                   | PARKING                                  | 10/25/2021 | 11/5/2021   | 4/6/2022   | #5 CITATIONS 1, 2,3,4, 5,6 | YES    |
| 52 | 7     | 140250600600 | 11050 N RIVER ROAD           | ROBERT STERN                                | OUTSIDE STORAGE                          | 11/17/2021 | 11/24/2021  |            | #5 CITATION 1              | NO     |
| 53 | 4     | 140501204000 | 10056 N CEDARBURG ROAD       | WILLIAM WISTH                               | OUTSIDE STORAGE                          | ONGOING    | ONGOING     | NOT SET    | #5 CIRCUIT COURT           | NO     |
| 54 | 3     | 140870805000 | 11715 N SILVER AVENUE        | LUJESS                                      | PARKING                                  | ONGOING    | ONGOING     | NOT SET    | #5 CIRCUIT COURT           | YES    |
| 55 | 6     | 151000203000 | 12539 N ISLAND DRIVE         | WILLIAM WISTH                               | OUTSIDE STORAGE                          | ONGOING    | ONGOING     | NOT SET    | #5 CIRCUIT COURT           | YES    |
| 56 | 8     | 151070412000 | 819 W SIERRA LANE            | VANN FAMILY TRUST                           | OUTSIDE STORAGE                          | 2/25/2022  | 3/11/2022   |            | 1                          | NO     |
| 57 | 8     | 151070412000 | 819 W SIERRA LANE            | VANN FAMILY TRUST                           | PARKING                                  | 2/25/2022  | 3/11/2022   |            | 1                          | NO     |
| 58 | 2     | 140241201000 | 11249 N RIVERLAND ROAD       | PAUL FREDERICK                              | OUTSIDE STORAGE                          | 2/25/2022  | 3/11/2022   |            | 1                          | NO     |
| 59 | 2     | 140241201000 | 11249 N RIVERLAND ROAD       | PAUL FREDERICK                              | PARKING                                  | 2/25/2022  | 3/11/2022   |            | #5 CITATION 1              | NO     |
| 60 | 1     | 140121200300 | 3500 W HIGHLAND ROAD         | THOMAS LEMENS                               | OUTSIDE STORAGE                          | 2/25/2022  | 3/11/2022   |            | 1                          | NO     |
| 61 | 1     | 140121200300 | 3500 W HIGHLAND ROAD         | THOMAS LEMENS                               | PARKING                                  | 2/25/2022  | 3/11/2022   |            | 1                          | NO     |

|     | A | B             | C                                         | D                                   | E                         | F         | G         | I | J               | K   |
|-----|---|---------------|-------------------------------------------|-------------------------------------|---------------------------|-----------|-----------|---|-----------------|-----|
| 62  | 1 | 140191500200  | 11206-11210 W MEQUON ROAD                 | JORDON OR KRISTY LARSON             | PARKING                   | 2/25/2022 | 3/11/2022 |   | 1               | NO  |
| 63  | 1 | 140191500200  | 11206-11210 W MEQUON ROAD                 | JORDON OR KRISTY LARSON             | OUTSIDE STORAGE           | 2/25/2022 | 3/11/2022 |   | 1               | NO  |
| 64  | 1 | 140191500200  | 11206-11210 W MEQUON ROAD                 | JORDON OR KRISTY LARSON             | OUTSIDE MAINTANCE         | 2/25/2022 | 5/30/2022 |   | 1               | NO  |
| 65  | 2 | 140950607000  | 3033 W RENEE COURT                        | IGOR OR MARGARITA LETKIN            | PARKING                   | 3/8/2022  | 3/22/2022 |   | 1               | NO  |
| 66  | 6 | 150900800400  | 10841 N ORIOLE LANE                       | NICHOLAS OR LAURA MEYER             | OUTSIDE STORAGE           | 3/14/2022 | 3/31/2022 |   | 1               | NO  |
| 67  | 6 | 150900800400  | 10841 N ORIOLE LANE                       | NICHOLAS OR LAURA MEYER             | GENERAL MAINTENANCE       | 3/14/2022 | 5/30/2022 |   | 1               | NO  |
| 68  | 6 | 140950607000  | 2030 W SUNNYDALE LANE                     | DIANNE MCCLELLAN                    | PARKING                   | 3/14/2022 | 3/31/2022 |   | 1               | NO  |
| 69  | 6 | 140950607000  | 2030 W SUNNYDALE LANE                     | DIANNE MCCLELLAN                    | OUTSIDE STORAGE           | 3/14/2022 | 3/31/2022 |   | 1               | NO  |
| 70  | 4 | 140271200400  | 6926 W DONGES BAY ROAD                    | GO RITEWAY                          | PARKING                   | 3/17/2022 | 3/21/2022 |   | 1               | NO  |
| 71  | 4 | 140271200400  | 6926 W DONGES BAY ROAD                    | GO RITEWAY                          | ADVERTISING FLAG          | 3/17/2022 | 3/21/2022 |   | 1               | NO  |
| 72  | 4 | 140840205000  | 9612 W MEQUON PLACE                       | LEWIS OR JEAN BIRKEL                | OUTSIDE MAINTENANCE       | 3/23/2022 | 6/1/2022  |   | 1               | NO  |
| 73  | 7 | 150850000002  | 3100 W COUNTRY CLUB DRIVE                 | NORTH SHORE COUNTRY CLUB            | LANDSCAPING               | 3/23/2022 | 6/1/2022  |   | 1               | NO  |
| 74  | 4 | 140500709001  | 1863/461 N 1/2 LOT 9 BLK 7 CEDARBURG ROAD | WILLIAM CONLEY                      | MAINTENANCE               | 3/24/2022 | 7/1/2022  |   | 1               | NO  |
| 75  | 4 | 140270901200  | 10541-10601 N COMMERCE STREET             | MEGAL DEVELOPMENT CORPORATION       | BUSINESS OCCUPANCY PERMIT | 3/31/2022 | 4/8/2022  |   | 1               | NO  |
| 76  | 2 | 140240701200  | 11610 N RIVER ROAD                        | MARILYN MANKE                       | OUTSIDE STORAGE           | 3/31/2022 | 4/7/2022  |   | 1               | NO  |
| 77  | 5 | RENTAL        | 11700 N PORT WASHINGTON ROAD              | MARCUS NORTH SHORE CINEMA           | LITTER                    | 4/6/2022  | 4/13/2022 |   | 1               | NO  |
| 78  | 5 | 150200701100  | 11616 N PORT WASHINGTON ROAD              | ELITE HIGHLANDER MEQUON INC         | LITTER                    | 4/6/2022  | 4/13/2022 |   | 1               | NO  |
| 79  | 5 | RENTAL        | 11558 N PORT WASHINGTON ROAD              | METRO MARKET                        | LITTER                    | 4/6/2022  | 4/13/2022 |   | 1               | NO  |
| 80  | 3 | 140860207000  | 11345 N SOLAR AVE                         | JEFFREY MCCLONE                     | PARKING                   | 4/21/2022 | 4/28/2022 |   | #5 CITATION 1,2 | NO  |
| 81  | 3 | 140892402000  | 11425 N VEGA AVE                          | DENNIS HERRERA                      | PARKING                   | 4/21/2022 | 4/28/2022 |   | 1               | NO  |
| 82  | 3 | 140210101000  | 11932 N VEGA AVE                          | JOHN OR STACEY MURRAY               | PARKING                   | 4/21/2022 | 4/28/2022 |   | 1               | NO  |
| 83  | 3 | 1411220004000 | 11912 N SOLAR AVE                         | JAMES MCNICHOL                      | PARKING                   | 4/21/2022 | 4/28/2022 |   | #5 CITATION 1,2 | NO  |
| 84  | 3 | 140870708000  | 11625 N VEGA AVE                          | ROBERT MACKIEWICZ                   | PARKING                   | 4/21/2022 | 4/28/2022 |   | 1               | NO  |
| 85  | 3 | 140881402000  | 8509 W POPLAR DR                          | WILLIAM BLATZ                       | PARKING                   | 4/21/2022 | 4/28/2022 |   | 1               | NO  |
| 86  | 4 | 140840509000  | 4808 W HIAWATHA DR                        | PAUL SCHUMACHER                     | HOOP HOUSE                | 4/21/2022 | 5/5/2022  |   | 1               | NO  |
| 87  | 2 | 141160010000  | 12335 N WOODFIELD CT                      | JEFFREY OR SUSAN POMERANTZ          | OUTSIDE STORAGE           | 4/22/2022 | 4/29/2022 |   | 1               | NO  |
| 88  | 3 | 140500102002  | 6714 W MEQUON ROAD                        | MICHAEL OR TRACY LALONDE            | OUTSIDE STORAGE           | 4/28/2022 | 5/13/2022 |   | #5 CITATION 1,2 | NO  |
| 89  | 7 | 150360205000  | 1425 W ZEDLER LANE                        | BRADFORD FIGG                       | GARBAGE                   | 5/10/2022 | 5/13/2022 |   | #5 CITATION 1   | NO  |
| 90  | 2 | 141160010000  | 12335 N WOODFIELD COURT                   | JEFFERY OR SUSAN POMERANTZ          | PARKING                   | 5/17/2022 | 5/24/2022 |   | 1               | NO  |
| 91  | 5 | RENTAL        | 11740 N PORT WASHINGTON ROAD              | BANK FIRST                          | BANNER                    | 5/17/2022 | 5/21/2022 |   | 1               | NO  |
| 92  | 5 | EXEMPT        | 13800 N PORT WASHINGTON ROAD              | UNITARIAN CHURCH                    | BANNER/FLAG               | 5/17/2022 | 5/21/2022 |   | 1               | NO  |
| 93  | 3 | RENTAL        | 6006 W MEQUON ROAD                        | SPUR 16                             | BANNER/FLAG               | 5/17/2022 | 5/21/2022 |   | 1               | NO  |
| 94  | 8 | RENTAL        | 10900 N PORT WASHINGTON ROAD              | THE FEED BAG                        | BANNER                    | 5/17/2022 | 5/21/1955 |   | 1               | NO  |
| 95  | 2 | EXEMPT        | 3906 W MEQUON ROAD                        | ST BONIFACE CHURCH                  | BANNER                    | 5/17/2022 | 5/21/2022 |   | 1               | NO  |
| 96  | 5 | 151001214000  | 1630 W DOROTHY PLACE                      | DAVID OR SHELLY HAUGH               | OUTSIDE MAINTENANCE       | 5/25/2022 | 6/18/2022 |   | 1               | NO  |
| 97  | 5 | 151001214000  | 1630 W DOROTHY PLACE                      | DAVID OR SHELLY HAUGH               | OUTSIDE STORAGE           | 5/25/2022 | 7/1/2022  |   | 1               | NO  |
| 98  | 3 | 140870504001  | 11733 N WAUWATOSA ROAD                    | DELORES FILLAFER                    | OUTSIDE STORAGE           | 5/25/2022 | 6/15/2022 |   | 1               | NO  |
| 99  | 3 | 140870504001  | 11733 N WAUWATOSA ROAD                    | DELORES FILLAFER                    | OUTSIDE MAINTENANCE       | 6/7/2022  | 7/5/2022  |   | 1               | NO  |
| 100 | 4 | 140341600200  | BAEHR AND COUNTY LINE/ NO ADDRESS         | BILL FINE/COUNTY LINE HOLDINGS      | PARKING                   | 6/13/2022 | 6/29/2022 |   | #5 CITATION 1,2 | NO  |
| 101 | 6 | 150570602000  | 1424 W ZEDLER LANE                        | ROSEMARY KOLLER                     | GRASS                     | 6/15/2022 | 6/22/2022 |   | 1               | NO  |
| 102 | 8 | 151070412000  | 819 SIERRA LANE                           | VANN FAMILY TRUST                   | GRASS                     | 6/15/2022 | 6/22/2022 |   | 1               | NO  |
| 103 | 7 | 141510000500  | 9853 N RANGE LINE ROAD                    | CYNTHIS COAKLEY                     | OUTSIDE STORAGE           | 6/15/2022 | 6/29/2022 |   | 1               | NO  |
| 104 | 5 | 151030214001  | 12707 N EAST SHORELAND DRIVE              | GARMAN LIVING TRUST                 | PARKING                   | 6/15/2022 | 6/29/2022 |   | 1               | NO  |
| 105 | 5 | 151030211000  | 12731 N EAST SHORELAND DRIVE              | TED RUEHL                           | OUTSIDE STORAGE           | 6/15/2022 | 6/29/2022 |   | 1               | NO  |
| 106 | 4 | 140640202000  | 10811 N SHERWOOD DRIVE                    | CHARLES CONRAD                      | YARD WASTE BRANCHES       | 6/21/2022 | 6/28/2022 |   | 1               | NO  |
| 107 | 8 | 151070412000  | 819 W SIERRA LANE                         | VANN FAMILY TRUST                   | TRASH/LITTER              | 6/21/2022 | 6/28/2022 |   | 1               | NO  |
| 108 | 6 | 150710411000  | 11604 N HILLSIDE LANE                     | MICHAEL GMIREK OR SUZANNE PEPLINSKI | TURF GRASS                | 6/21/2022 | 6/28/2022 |   | 1               | NO  |
| 109 | 6 | 150710405000  | 11433 N COUNTRY LANE                      | WILLIAM GENSRIK                     | TEMPORARY STRUCTURE       | 6/21/2022 | 6/28/2022 |   | 1               | NO  |
| 110 | 6 | 150710405000  | 11433 N COUNTRY LANE                      | WILLIAM GENSRIK                     | PARKING                   | 6/21/2022 | 6/28/2022 |   | 1               | NO  |
| 111 | 6 | 150630108000  | 11320 N VALLEY DRIVE                      | JONATHAN SCHULTZ                    | PARKING                   | 6/21/2022 | 6/28/2022 |   | 1               | NO  |
| 112 | 7 | 140700083000  | 3327 BURGANDY COURT                       | LYNN VORBECK                        | PARKING                   | 6/21/2022 | 6/28/2022 |   | 1               | NO  |
| 113 | 6 | 150990701000  | 12345 N EAST SHORELAND DRIVE              | ANDREW OR WENDY PETZOLD             | OUTSIDE MAINTENANCE       | 6/23/2022 | 7/29/2022 |   | 1               | NO  |
| 114 | 6 | 150990701000  | 12345 N EAST SHORELAND DRIVE              | ANDREW OR WENDY PETZOLD             | TURF GRASS                | 6/23/2022 | 7/14/2022 |   | 1               | NO  |
| 115 | 5 | 150060901900  | 13804 N MARTIN WAY SUITE 2400             | 13804 N MARTIN WAY LLC              | POOL FENCE                | 7/7/2022  | 7/29/2022 |   | #5 CITATION 1   | YES |
| 116 | 5 | 150061500900  | 1908 W BONNIWELL ROAD                     | RAVI NARAYAN OR SOWMYA SUBRAMANIAN  | POOL FENCE                | 8/11/2021 | 8/26/2022 |   | 1               | NO  |
| 117 | 2 | 150911001000  | 2517 W CHESTNUT ROAD                      | TAOFIKI OR KERRY ALABI              | PARKING                   | 7/15/2022 | 7/22/2022 |   | 1               | NO  |
| 118 | 4 | 140501305007  | 9807 N CEDARBURG ROAD                     | RYAN OR KATHERINE KAUTZER           | TURF GRASS                | 7/15/2022 | 7/22/2022 |   | 1               | NO  |
| 119 | 6 | XXXXXXXXXX    | NORTH SHORE ESTATES                       | DEBRA NEWELL PRESIDENT              | OUTSIDE STORAGE           | 7/14/2022 | 8/5/2022  |   | 1               | NO  |
| 120 | 3 | 142010051000  | 10879 N WILDCAT WAY                       | AMBER SCHROEDER                     | FENCE                     | 5/16/2022 | 5/27/2022 |   | #5 CITATION 1,2 | YES |
| 121 | 3 | 140860205000  | 11413 N SOLAR AVENUE                      | DUANE OR JULIE WAGNER               | PARKING                   | 7/21/2022 | 8/4/2022  |   | 1               | NO  |
| 122 | 8 | RENTAL        | 10930 N PORT WASHINGTON ROAD              | SENDIKS                             | BANNERS                   | 7/21/2022 | 7/28/2022 |   | 1               | NO  |

|     | A | B            | C                                       | D                                      | E                                | F          | G          | I | J                 | K   |
|-----|---|--------------|-----------------------------------------|----------------------------------------|----------------------------------|------------|------------|---|-------------------|-----|
| 123 | 1 | XXXXXXXXXX   | HIGHLANDS LOT 8                         | KINGS WAY HOMES                        | OUTSIDE MAINTENANCE              | 7/22/2022  | 7/29/2022  |   | 1                 | NO  |
| 124 | 4 | 140270201500 | 8935 W MEQUON ROAD                      | RESERVE FRONT LOT                      | LANDSCAPING                      | 7/22/2022  | 8/16/2022  |   | 1                 | NO  |
| 125 | 4 | 140270200200 | 6729 W MEQUON ROAD                      | STORYPOINT SENIOR LIVING               | SIGNS                            | 7/22/2022  | 8/19/2022  |   | 1                 | NO  |
| 126 | 7 | 150850000002 | 3100 W COUNTRY CLUB DRIVE               | NORTH SHORE COUNTRY CLUB               | LANDSCAPING                      | 7/22/2022  | 10/5/2022  |   | 1                 | NO  |
| 127 | 8 | XXXXXXXXXX   | 10930 N PORT WASHINGTON ROAD            | MEQUON PAVILIONS                       | FLAGS                            | 7/22/2022  | 7/29/2022  |   | 1                 | NO  |
| 128 | 2 | 140820210001 | 3015 W SHOLES DRIVE                     | THOMAS OR CAPTOLA BACHER               | 2 SHEDS                          | 8/11/2022  | 9/11/2022  |   | 1                 | NO  |
| 129 | 5 | 151120203000 | 13837 N LAKE SHORE DRIVE                | GREGORY OR NICOLE PATERSON             | OUTDOOR STORAGE                  | 8/11/2022  | 8/26/2022  |   | 1                 | NO  |
| 130 | 6 | 150300802300 | 2212 W SUNNYDALE LANE                   | AARON OR PETER KINNEY                  | POOL FENCE                       | 8/11/2022  | 8/26/2022  |   | 1                 | NO  |
| 131 | 8 | RENTAL       | 10808 N PORT WASHINGTON ROAD            | NORTH SHORE BANK                       | BANNER                           | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 132 | 6 | RENTAL       | 1605 W MEQUON ROAD                      | EAST TOWNE SQUARE MALL                 | FLAGS                            | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 133 | 6 | RENTAL       | 1505 W MEQUON ROAD                      | FAYE'S MEQUON                          | FLAGS                            | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 134 | 6 | RENTAL       | 1505 W MEQUON ROAD                      | THE LEMON TREE                         | FLAGS                            | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 135 | 6 | RENTAL       | 1515 W MEQUON ROAD                      | ZARLETTI MEQUON                        | FLAGS                            | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 136 | 6 | RENTAL       | 1330 W MEQUON ROAD                      | COCOA TREE CONFECTIONARY               | BANNER                           | 8/19/2022  | 8/26/2022  |   | 1                 | NO  |
| 137 | 6 | RENTAL       | 1402 W MEQUON ROAD                      | KUMON MATH AND READING                 | BANNER                           | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 138 | 6 | RENTAL       | 1550 W MEQUON ROAD                      | FIFTH MAIN                             | A FRAME                          | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 139 | 6 | RENTAL       | 11035 N PORT WASHINGTON ROAD            | PICARDY SHOE PARLOUR                   | BANNER                           | 8/19/2022  | 8/25/2022  |   | 1                 | NO  |
| 140 | 4 | 140271601200 | 10433 N BAEHR ROAD                      | NORTH SHORE DANCE                      | SIGNS                            | 7/7/2022   | 7/29/2022  |   | #5 CITATION 1     | NO  |
| 141 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE                    | YOUSSEF BERRADA                        | PLUMBING PERMIT                  | 8/24/2022  | 9/7/2022   |   | EXTENSION         | YES |
| 142 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE                    | YOUSSEF BERRADA                        | ELECTRIC PERMIT                  | 8/24/2022  | 9/7/2022   |   | EXTENSION         | YES |
| 143 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE                    | YOUSSEF BERRADA                        | BUILDING PERMIT                  | 8/24/2022  | 9/7/2022   |   | EXTENSION         | YES |
| 144 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE                    | YOUSSEF BERRADA                        | FILL PERMIT                      | 8/24/2022  | 9/7/2022   |   | EXTENSION         | YES |
| 145 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE                    | YOUSSEF BERRADA                        | SURVEY                           | 8/24/2022  | 9/7/2022   |   | EXTENSION         | YES |
| 146 | 7 | 150500116000 | 1828 W FIESTA LANE                      | CHARLES MAYER                          | GRASS                            | 8/31/2022  | 9/8/2022   |   | 1                 | NO  |
| 147 | 7 | 140700145000 | 3531 W LEGRANDE BLVD                    | WILLIAM GRUBER                         | HOME BUSINESS                    | 9/5/2022   | 9/16/2022  |   | 1                 | NO  |
| 148 | 4 | RENTAL       | 10801 N COMMERCE STREET                 | GOOD LAND PREMIUM FOODS PROVISIONS INC | BUILDING AND SITE PLAN AMENDMENT | 9/6/2022   | 9/19/2022  |   | 1                 | NO  |
| 149 | 6 | RENTAL       | 1339 W MEQUON ROAD                      | REMAX LAKESIDE                         | WALL SIGN                        | 9/8/2022   | 10/28/2022 |   | 1                 | NO  |
| 150 | 5 | 151010106001 | 12666 N SHORELAND PARKWAY               | NANCY TOLOCKO                          | DECK                             | 9/13/2022  | 12/14/2022 |   | 1                 | NO  |
| 151 | 5 | 150970019000 | 12648 N RIVER FOREST CIRCLE             | JOHN OR JULIE HENNINGS                 | PARKING                          | 9/13/2022  | 9/23/2022  |   | 1                 | NO  |
| 152 | 5 | 150970019000 | 12648 N RIVER FOREST CIRCLE             | JOHN OR JULIE HENNINGS                 | OUTSIDE MAINTENANCE              | 9/13/2022  | 9/27/2022  |   | 1                 | NO  |
| 153 | 8 | EXEMPT       | 10370 N WILLOWOOD COURT                 | OZAUKEE WASHINGTON COUNTY LAND TRUST   | OUTSIDE MAINTENANCE              | 9/14/2022  | 10/14/2022 |   | 1                 | NO  |
| 154 | 3 | RENTAL       | 7160 W DONGES BAY ROAD                  | WARREN BARNETT INTERIORS               | CONDITIONAL USE GRANT            | 9/20/2022  | 10/4/2022  |   | #5 CITATION 1     | NO  |
| 155 | 6 | 150190400400 | 11743 N PORT WASHINGTON ROAD LOT 1      | SHELY 2012 IRREVOCABLE TRUST           | GRASS                            | 9/22/2022  | 10/7/2022  |   | 1                 | NO  |
| 156 | 6 | 150190400500 | 11743 N PORT WASHINGTON ROAD LOT 2      | SHELY 2012 IRREVOCABLE TRUST           | GRASS                            | 9/22/2022  | 10/7/2022  |   | 1                 | NO  |
| 157 | 6 | 150190400600 | 11743 N PORT WASHINGTON ROAD LOT 3      | SHELY 2012 IRREVOCABLE TRUST           | GRASS                            | 9/22/2022  | 10/7/2022  |   | 1                 | NO  |
| 158 | 6 | RENTAL       | 1550 W MEQUON ROAD                      | FIFTH MAIN                             | MONUMENT SIGN                    | 9/29/2022  | 10/13/2022 |   | #5 CITATION 1,2,3 | NO  |
| 159 | 8 | 150740120000 | 317 E CIRCLE ROAD                       | JEFFREY OR JENNIFER PARULSKI           | PARKING                          | 9/29/2022  | 10/13/2022 |   | #5 CITATION 1     | NO  |
| 160 | 4 | 140840306000 | 4904 W COUNTY LINE ROAD                 | SHAWN OR RUTH RUBINSTEIN               | SUMP PUMP                        | 9/29/2022  | 10/7/2022  |   | 1                 | NO  |
| 161 | 6 | RENTAL       | 11431 N PORT WASHINGTON ROAD SUITE 207  | DAYALUV COSMETICS                      | CONDITIONAL USE GRANT            | 10/5/2022  | 11/14/2022 |   | 1                 | NO  |
| 162 | 6 | RENTAL       | 11431 N PORT WASHINGTON ROAD SUITE 135  | EMBRACE YOUR FACE                      | CONDITIONAL USE GRANT            | 10/5/2022  | 11/14/2022 |   | 1                 | NO  |
| 163 | 6 | RENTAL       | 11431 N PORT WASHINGTON ROAD SUITE 101E | CEDAR CREEK MASSAGE                    | CONDITIONAL USE GRANT            | 10/5/2022  | 11/14/2022 |   | 1                 | NO  |
| 164 | 6 | RENTAL       | 11431 N PORT WASHINGTON ROAD SUITE 106A | JANET HALONEN-ACUESTICS                | CONDITIONAL USE GRANT            | 10/5/2022  | 11/14/2022 |   | 1                 | NO  |
| 165 | 6 | RENTAL       | 11431 N PORT WASHINGTON ROAD SUITE 108  | DRAGON FLY MEDITATION AND WELLNESS     | CONDITIONAL USE GRANT            | 10/5/2022  | 11/14/2022 |   | 1                 | NO  |
| 166 | 6 | RENTAL       | 11431 N PORT WASHINGTON ROAD SUITE 101  | THERPUTIC MASSAGE AND WELLNESS CENTER  | CONDITIONAL USE GRANT            | 10/5/2022  | 11/14/2022 |   | 1                 | NO  |
| 167 | 6 | RENTAL       | 11431 N PORT WASHINGTON ROAD SUITE 212  | WYNTER CO. BEAUTY                      | CONDITIONAL USE GRANT            | 10/5/2022  | 11/14/2022 |   | 1                 | NO  |
| 168 | 6 | 150300600900 | 2505 W MEQUON ROAD                      | NORTH SHORE DENTAL                     | BANNER                           | 10/6/2022  | 10/13/2022 |   | 1                 | NO  |
| 169 | 3 | RENTAL       | 7606 W MEQUON ROAD                      | HOMESTEAD FAMILY DENTISTRY             | BANNER                           | 10/6/2022  | 10/13/2022 |   | 1                 | NO  |
| 170 | 6 | 150710405000 | 11433 N COUNTRY LANE                    | WILLIAM OR CAROL GENSIRICK             | OUTSIDE STORAGE                  | 10/6/2022  | 10/27/2022 |   | 1                 | NO  |
| 171 | 6 | 150710405000 | 11433 N COUNTRY LANE                    | WILLIAM OR CAROL GENSIRICK             | OUTSIDE MAINTENANCE              | 10/6/2022  | 11/10/2022 |   | 1                 | NO  |
| 172 | 6 | 150310101100 | 10355 N PORT WASHINGTON ROAD            | CLARK GAS STATION                      | OUTSIDE MAINTENANCE              | 10/12/2022 | 11/12/2022 |   | #5 CITATION 1     | NO  |
| 173 | 1 | 140200600700 | 10505 W FREISTADT ROAD                  | HERMAN OR SANDRA STERN                 | PARKING                          | 10/19/2022 | 11/11/2022 |   | 1                 | NO  |
| 174 | 1 | 140171101100 | 10516 W FREISTADT ROAD                  | JENNIFER JOHNSON OR JOSHUA COMFORT     | PARKING                          | 10/19/2022 | 11/11/2022 |   | 1                 | NO  |
| 175 | 4 | 140500404000 | 11155 N CEDARBURG ROAD                  | MEQUON AUTO TECH                       | WATER TO FACILITY                | 10/19/2022 | 11/25/2022 |   | #5 CITATION 1     | YES |
| 176 | 5 | 150170800500 | 12531 N LAKESHORE DRIVE                 | STEVEN OR KIMBERLY BROWN               | SHED PERMIT                      | 10/19/2022 | 11/4/2022  |   | 1                 | NO  |
| 177 | 4 | 140271601200 | 10433 N BAEHR ROAD                      | NORTH SHORE DANCE STUDIO               | MONUMENT SIGN                    | 10/21/2022 | 11/30/2022 |   | 1                 | NO  |
| 178 | 4 | RENTAL       | 11120 N BUNTROCK AVENUE                 | PRESTIGE AUTO SERVICE                  | PARKING COMMERCIAL               | 10/26/2022 | 11/2/2022  |   | EXTENSION         | YES |
| 179 | 5 | 150920201000 | 11404 N PINEHURST CIRCLE                | US BANK                                | GRASS                            | 10/27/2022 | 11/4/2022  |   | 1                 | NO  |
| 180 | 5 | 150920201000 | 11404 N PINEHURST CIRCLE                | US BANK                                | OUTSIDE MAINTENANCE              | 10/27/2022 | 11/27/2022 |   | 1                 | NO  |
| 181 | 8 | 151070112002 | 1027 W DONGES BAY                       | MARY JOHNSON                           | OUTSIDE MAINTENANCE              | 10/27/2022 | 11/27/2022 |   | 1                 | NO  |
| 182 | 6 | 151260105000 | 10451 N STRATFORD PLACE                 | STEFAN OR SARAH GENDELMAN              | BUILDING PERMIT                  | 10/28/2022 | 11/21/2022 |   | 1                 | NO  |
| 183 | 5 | 151200017000 | 11633 N LAKE SHORE DRIVE                | BARBARA PFAFF                          | OUTSIDE MAINTENANCE              | 1/19/2022  | 5/30/2022  |   | #5 CITATION 1     | YES |

|     | A | B            | C                            | D                                 | E                         | F          | G          | I | J                   | K   |
|-----|---|--------------|------------------------------|-----------------------------------|---------------------------|------------|------------|---|---------------------|-----|
| 184 | 5 | 151200017000 | 11633 N LAKE SHORE DRIVE     | BARBARA PFAFF                     | OUTSIDE STORAGE           | 1/19/2022  | 2/9/2022   |   | #5 CITATION 1       | YES |
| 185 | 1 | 140030300200 | 14015 N CEDARBURG ROAD       | WHITE RABBIT RESTAURANT           | MONUMENT SIGNS            | 11/9/2022  | 11/23/2022 |   | 1                   | NO  |
| 186 | 6 | 150191602200 | 1400 W MEQUON ROAD           | CONCORD 37 LLC                    | OUTSIDE MAINTENANCE       | 11/10/2022 | 12/2/2022  |   | 1                   | NO  |
| 187 | 6 | 150191602300 | 1350 W MEQUON ROAD           | CONCORD 37 LLC                    | OUTSIDE MAINTENANCE       | 11/10/2022 | 12/2/2022  |   | 1                   | NO  |
| 188 | 8 | 150320700200 | 10000 N PORT WASHINGTON ROAD | PARK AVENUE PLAZA OF MEQUON       | OUTSIDE MAINTENANCE       | 11/10/2022 | 12/2/2022  |   | 1                   | NO  |
| 189 | 6 | 151850001000 | 15111 MARKET STREET          | LAKEVIEW DEVELOPMENT COMPANY      | OUTSIDE MAINTENANCE       | 11/10/2022 | 12/2/2022  |   | 1                   | NO  |
| 190 | 5 | 150201101000 | 11300 N PORT WASHINGTON ROAD | (PNS) SCHMIDT MEQUON LLC          | OUTSIDE MAINTENANCE       | 11/15/2022 | 12/16/2022 |   | EXTENSION NEW OWNER | YES |
| 191 | 7 | 140501403003 | 10015 N RIVER ROAD           | JEFF OR BETH ASTEMBORSKI          | OUTSIDE STORAGE           | 11/17/2022 | 12/2/2022  |   | 1                   | NO  |
| 192 | 4 | 140541100400 | 9716 N WAUWATOSA ROAD        | ANDREW BERGMAN                    | PARKING                   | 11/17/2022 | 12/2/2022  |   | 1                   | NO  |
| 193 | 4 | 140341100400 | 9716 N WAUWATOSA ROAD        | ANDREW BERGMAN                    | OUTSIDE STORAGE           | 11/17/2022 | 12/2/2022  |   | 1                   | NO  |
| 194 | 4 | 140340500800 | 10146 N WAUWATOSA ROAD       | ROBERT PETZOLD JR                 | PARKING                   | 11/17/2022 | 12/2/2022  |   | 1                   | NO  |
| 195 | 4 | 140340500800 | 10146 N WAUWATOSA ROAD       | ROBERT PETZOLD JR                 | OUTSIDE STORAGE           | 11/17/2022 | 12/2/2022  |   | 1                   | NO  |
| 196 | 1 | 140181300800 | 12031 N GRANVILLE ROAD       | LINDENWOOD FARMS                  | PARKING                   | 11/17/2022 | 12/2/2022  |   | 1                   | NO  |
| 197 | 1 | 140181300800 | 12031 N GRANVILLE ROAD       | LINDENWOOD FARMS                  | OUTSIDE STORAGE           | 11/17/2022 | 12/2/2022  |   | 1                   | NO  |
| 198 | 8 | RENTAL       | 10840 N PORT WASHINGTON ROAD | TOBIN JEWELERS                    | BANNER                    | 11/30/2022 | 12/8/2022  |   | 1                   | NO  |
| 199 | 6 | 151530001000 | 1505 W MEQUON ROAD           | EAST TOWNE SQUARE MALL            | BANNER/FLAGS              | 11/30/2022 | 12/8/2022  |   | 1                   | NO  |
| 200 | 3 | 140860219000 | 11428 N VEGA AVENUE          | MARK KRUEGER                      | OUTSIDE STORAGE           | 12/6/2022  | 12/20/2022 |   | 1                   | NO  |
| 201 | 3 | 140860219000 | 11428 N VEGA AVENUE          | MARK KRUEGER                      | PARKING                   | 12/6/2022  | 12/20/2022 |   | 1                   | NO  |
| 202 | 3 | 140860220000 | 7907 W WILLOWBROOK DRIVE     | BENJAMIN AHANGER                  | OUTSIDE STORAGE           | 12/6/2022  | 12/20/2022 |   | 1                   | NO  |
| 203 | 6 | 150191500900 | 1896 W MEQUON ROAD           | REGINALD FLETCHER                 | OUTSIDE STORAGE           | 12/6/2022  | 12/20/2022 |   | 1                   | NO  |
| 204 | 3 | 140881604000 | 11329 N MEADOWBROOK DRIVE    | JEREMY GONZALES                   | PARKING                   | 12/7/2022  | 12/14/2022 |   | 1                   | NO  |
| 205 | 3 | 140881602000 | 11309 N MEADOWBROOK DRIVE    | KIMBERLY SCIDMORE OR KERRY HANSEN | PARKING                   | 12/7/2022  | 12/14/2022 |   | 1                   | NO  |
| 206 | 3 | 140870807000 | 11790 N RIDGEWAY AVENUE      | DAVID WOZNIAK                     | PARKING                   | 12/7/2022  | 12/14/2022 |   | 1                   | NO  |
| 207 | 3 | 140881708000 | 11310 N MEADOWBROOK DRIVE    | GREEN HILL PROPERTIES             | PARKING                   | 12/7/2022  | 12/14/2022 |   | #5 CITATION 1,2     | NO  |
| 208 | 3 | 140871001000 | 11932 N SILVER AVENUE        | DANIEL MUELLER                    | PARKING                   | 12/7/2022  | 12/14/2022 |   | 1                   | NO  |
| 209 | 4 | 140270201200 | 11030 N BUNTROCK AVENUE      | SANG WOO NAM                      | PARKING                   | 12/9/2022  | 12/16/2022 |   | 1                   | NO  |
| 210 | 5 | 150830013001 | 13560 N LAKESHORE DRIVE      | MICHAEL COLE                      | PARKING                   | 12/13/2022 | 12/27/2022 |   | 1                   | NO  |
| 211 | 2 | 150180600500 | 12750 N SHORELAND PARKWAY    | GRANTIT REMODELS LLC              | PARKING                   | 12/14/2022 | 12/29/2022 |   | 1                   | NO  |
| 212 | 8 | RENTAL       | 10038 N PORT WASHINGTON ROAD | MOMS ALTERATIONS                  | BANNER                    | 12/22/2022 | 12/30/2022 |   | #5 CITATION 1,      | NO  |
| 213 | 2 | 140140400100 | 12435 N RIVER ROAD           | JOSEPH OR MELANIE DEVORKIN        | BUILDING PERMIT           | 12/22/2022 | 1/6/2023   |   | #5 CITATION 1       | NO  |
| 214 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE         | YOUSSEF BERRADA                   | ACCESSORY STRUCTURE (2)   | 12/29/2022 | 1/27/2023  |   | #5 CITATION 1       | YES |
| 215 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE         | YOUSSEF BERRADA                   | SURVEY                    | 12/29/2022 | 1/12/2023  |   | 1                   | NO  |
| 216 | 6 | 150600216000 | 10212 SUNNYCREST DRIVE       | HPA III ACQUISITIONS 1 LLC        | PARKING                   | 1/6/2023   | 1/19/2023  |   | 1                   | NO  |
| 217 | 4 | 140340600900 | 7227 W DONGES BAY ROAD       | ANTOINETTE JACKSON                | PARKING                   | 1/11/2023  | 1/27/2023  |   | 1                   | NO  |
| 218 | 4 | 140340600900 | 7227 W DONGES BAY ROAD       | ANTOINETTE JACKSON                | OUTSIDE STORAGE           | 1/11/2023  | 1/27/2023  |   | 1                   | NO  |
| 219 | 3 | 140510104000 | 11201 N SOLAR AVENUE         | CHRISTOPHER BESLER                | OUTSIDE MAINTENANCE       | 1/12/2023  | 1/19/2023  |   | #5 CITATION #1      | NO  |
| 220 | 8 | 151790001000 | 10526 N PORT WASHINGTON ROAD | CONCORD 34 LLC                    | ELECTRIC                  | 1/19/2023  | 2/17/2023  |   | 1                   | NO  |
| 221 | 8 | 151790001000 | 10526 N PORT WASHINGTON ROAD | CONCORD 34 LLC                    | DUMPSTER DOORS            | 1/19/2023  | 4/15/2023  |   | 1                   | NO  |
| 222 | 8 | 151790001000 | 10526 N PORT WASHINGTON ROAD | CONCORD 34 LLC                    | STORAGE CONTAINER         | 1/19/2023  | 2/17/2023  |   | 1                   | NO  |
| 223 | 4 | 140500506000 | 11100 N GREEN BAY ROAD       | EW DEVELOPMENT CORP               | REFUSE                    | 1/20/2023  | 2/9/2023   |   | #5 CITATION 1       | NO  |
| 224 | 4 | 140500506000 | 11100 N GREEN BAY ROAD       | EW DEVELOPMENT CORP               | OUTSIDE MAINTENANCE       | 1/20/2023  | 5/1/2023   |   | 1                   | NO  |
| 225 | 6 | 150190400400 | 11743 N PORT WASHINGTON ROAD | SHELY 2012 IRREVOCABLE TRUST      | OUTSIDE MAINTENANCE       | 1/26/2023  | 2/7/2023   |   | #5 CITATION 1,2     | NO  |
| 226 | 3 | 140510104000 | 11201 N SOLAR AVENUE         | CHRISTOPHER BESLER                | PARKING                   | 2/2/2023   | 2/9/2023   |   | 1                   | NO  |
| 227 | 6 | 151290001000 | 11001 N PORT WASHINGTON ROAD | ACE HARDWARE                      | COMMUNITY SPIRIT LETTER   | 2/9/2023   | OPEN       |   | 1                   | NO  |
| 228 | 6 | 150300100700 | 1425 W MEQUON ROAD           | BMO HARRIS BANK                   | COMMUNITY SPIRIT LETTER   | 2/9/2023   | OPEN       |   | 1                   | NO  |
| 229 | 6 | 151290017000 | 1317 W TOWNE SQUARE ROAD     | MEQUON UNIT 17 LLC                | COMMUNITY SPIRIT LETTER   | 2/9/2023   | OPEN       |   | 1                   | NO  |
| 230 | 8 | 151750010144 | 10144 N PORT WASHINGTON ROAD | SSRF LLC                          | COMMUNITY SPIRIT LETTER   | 2/9/2023   | OPEN       |   | 1                   | NO  |
| 231 | 6 | 151710002000 | 10602 N PORT WASHINGTON ROAD | PJL 10335 LLC                     | COMMUNITY SPIRIT LETTER   | 2/9/2023   | OPEN       |   | 1                   | NO  |
| 232 | 5 | 150200600100 | 1025 W GLEN OAKS LANE        | GLEN OAKS OFFICE PARK LLC         | COMMUNITY SPIRIT LETTER   | 2/9/2023   | OPEN       |   | 1                   | NO  |
| 233 | 3 | 140500202001 | 6200 W MEQUON ROAD           | ST PAULS FISH COMPANY             | OUTSIDE STORAGE           | 2/14/2023  | 2/28/2023  |   | 1                   | NO  |
| 234 | 4 | 140271600600 | 6130 W DONGES BAY ROAD       | JWI LLC                           | OUTSIDE STORAGE           | 2/16/2023  | 3/10/2023  |   | 1                   | NO  |
| 235 | 4 | 140261100700 | 10412 N BAEHR ROAD           | MEHTA PROPERTIES LLC              | COMMUNITY SPIRIT LETTER   | 2/16/2023  | OPEN       |   | 1                   | NO  |
| 236 | 4 | RENTAL       | 5900 W MEQUON ROAD           | CAFÉ HOLLANDER                    | BANNER                    | 2/21/2023  | 2/28/2023  |   | 1                   | NO  |
| 237 | 6 | 151001310000 | 12510 N PILOT DRIVE          | JEAN GORSKI                       | OUTSIDE MAINTENANCE       | 2/22/2023  | 5/31/2023  |   | 1                   | NO  |
| 238 | 1 | 141440022001 | 7421 RIDGEVIEW DRIVE         | YOUSSEF BERRADA                   | BUILDING PERMIT           | 2/27/2023  | 3/14/2023  |   | EXTENSION           | YES |
| 239 | 3 | 140892902000 | 11433 N TOWER LANE           | JULIS OR ALICE HOLDEN             | SUMP PUMP                 | 2/28/2023  | 3/8/2023   |   | 1                   | NO  |
| 240 | 1 | 140171101200 | 10545 W HEATHER DRIVE        | STEPHANIE WELDON                  | BUILDING PERMIT           | 3/1/2023   | 3/14/2023  |   | 1                   | NO  |
| 241 | 6 | 150291100700 | 10510 N PORT WASHINGTON ROAD | PETU                              | HVAC AND ELECTRIC PERMITS | 3/7/2023   | 4/7/2023   |   | 1                   | NO  |
| 242 | 2 | 140130600800 | 12602 N RIVER ROAD           | GARY OR JUNE GEIGER               | BASKETBALL COURT          | 3/9/2023   | 5/31/2023  |   | 1                   | NO  |
| 243 | 8 | 150291100200 | 10404 N PORT WASHINGTON ROAD | FERRANTES PIZZA                   | OUTSIDE MAINTENANCE       | 3/16/2023  | 7/28/2023  |   | 1                   | NO  |
| 244 | 8 | RENTAL       | 10972 N PORT WASHINGTON ROAD | THE JOINT CHIROPRACTIC            | SIGN                      | 3/16/2023  | 3/23/2023  |   | 1                   | NO  |

|     | A | B             | C                               | D                                          | E                        | F          | G         | I | J                 | K   |
|-----|---|---------------|---------------------------------|--------------------------------------------|--------------------------|------------|-----------|---|-------------------|-----|
| 245 | 8 | RENTAL        | 10916 N PORT WASHINGTON ROAD    | ELITE NUTRITION                            | SIGN                     | 3/16/2023  | 3/23/2023 |   | 1                 | NO  |
| 246 | 8 | RENTAL        | 10902 N PORT WASHINGTON ROAD    | NEROLI SALON                               | SIGN                     | 3/16/2023  | 3/23/2023 |   | 1                 | NO  |
| 247 | 8 | 151060024000  | 429 W THORNAPPLE LANE           | FRANK TRUST                                | PARKING                  | 4/4/2023   | 4/11/2023 |   | 1                 | NO  |
| 248 | 8 | RENTAL        | 10984 N PORT WASHINGTON ROAD    | MARSHALLS MEQUON                           | COMMUNITY SPIRIT LETTER  | 4/10/2023  | OPEN      |   | 1                 | NO  |
| 249 | 8 | RENTAL        | 10964 N PORT WASHINGTON ROAD    | PET SUPPLIES PLUS MEQUON                   | COMMUNITY SPIRIT LETTER  | 4/10/2023  | OPEN      |   | 1                 | NO  |
| 250 | 8 | RENTAL        | 10930 N PORT WASHINGTON ROAD    | SENDIKS MARKET MEQUON                      | COMMUNITY SPIRIT LETTER  | 4/10/2023  | OPEN      |   | 1                 | NO  |
| 251 | 8 | 150290601000  | 10930 N PORT WASHINGTON ROAD    | BRIMMOR MEQUON                             | COMMUNITY SPIRIT LETTER  | 4/10/2023  | OPEN      |   | 1                 | NO  |
| 252 | 4 | 140710027000  | 4807 W ELMDALE ROAD             | OLEG KONOVCHKO                             | PARKING                  | 4/18/2023  | 5/31/2023 |   | #5 CITATION 1,2,3 | NO  |
| 253 | 6 | 151230502000  | 12010 N RIVER GLENN LANE        | KENNETH R NASON OR LESLEY A SCHWARTZ-NASON | OUTSIDE STORAGE          | 4/18/2023  | 4/26/2023 |   | 1                 | NO  |
| 254 | 4 | 140500905004  | 10240 N CEDARBURG ROAD          | SYBARIS                                    | OUTSIDE MAINTENANCE      | 4/26/2023  | 5/15/2023 |   | 1                 | NO  |
| 255 | 4 | 140501001000  | 10365 N CEDARBURG ROAD          | TAYLOR AND DUNNS                           | OUTSIDE MAINTENANCE      | 4/26/2023  | 6/1/2023  |   | 1                 | NO  |
| 256 | 2 | 140950404000  | 3403 W COLETTE COURT            | PAWEL WYDRA                                | OUTSIDE STORAGE          | 5/1/2023   | 5/15/2023 |   | #5 CITATION 1,2   | NO  |
| 257 | 8 | 150291100500  | 10500 N PORT WASHINGTON ROAD    | LISA HOLDEN                                | PARKING                  | 5/10/2023  | OPEN      |   | #5 CITATION 1     | NO  |
| 258 | 1 | 140300600500  | 12923 W MEQUON ROAD             | JONATHAN SCHOTTE                           | PARKING                  | 5/12/2023  | 5/19/2023 |   | 1                 | NO  |
| 259 | 8 | 150320600200  | 10353 N PORT WASHINGTON ROAD    | SOBELMANS 10352 LLC                        | OUTSIDE MAINTENANCE      | 5/12/2023  | EXTENSION |   | #5 CITATION 1,2,3 | YES |
| 260 | 7 | 140250600800  | 11152 N RIVER ROAD              | SYROLI REAL ESTATE LLC                     | OUTSIDE MAINTENANCE      | 5/12/2023  | 5/22/2023 |   | 1                 | NO  |
| 261 | 1 | 140300500400  | 11805-11807 W MEQUON ROAD       | MAE BRIELMAIER                             | PARKING                  | 5/16/2023  | 5/26/2023 |   | 1                 | NO  |
| 262 | 1 | 140300500400  | 11805-11807 W MEQUON ROAD       | MAE BRIELMAIER                             | OUTSIDE STORAGE          | 5/16/2023  | 5/26/2023 |   | 1                 | NO  |
| 263 | 2 | 140230400100  | 11761 N RIVER ROAD              | EVAN OR SANDRA MORGAN                      | OUTSIDE LIGHTING         | 5/23/2023  | 6/2/2023  |   | #5 CITATION       | NO  |
| 264 | 5 | 150170800500  | 12591 N LAKE SHORE DRIVE        | STEVEN OR KIMBERLY BROWN                   | GARBAGE                  | 5/23/2023  | 5/30/2023 |   | 1                 | NO  |
| 265 | 5 | 150170200200  | 12730 N LAKE SHORE DRIVE        | FREDRICK REED                              | GARBAGE                  | 5/23/2023  | 5/30/2023 |   | 1                 | NO  |
| 266 | 7 | 140250700700  | 109062 N RIVER ROAD             | JEFFREY OR JAMY LEVESQUE                   | SUMP PUMP                | 5/24/2023  | 6/2/2023  |   | 1                 | NO  |
| 267 | 2 | 140240200500  | 11808 N RIVERLAND ROAD          | BORIS PERMITIN                             | OUTSIDE STORAGE          | 6/8/2023   | 7/7/2023  |   | 1                 | NO  |
| 268 | 4 | 140501304006  | 9839 N ARROWWOOD ROAD           | THOMAS OR MARY CONNOLLY                    | PARKING                  | 6/8/2023   | 6/23/2023 |   | 1                 | NO  |
| 269 | 2 | 1408206048000 | 2916 W SHOLES DRIVE             | DAVID OR ELIZABETH SANDE                   | PARKING                  | 6/8/2023   | 6/16/2023 |   | 1                 | NO  |
| 270 | 2 | 140820214000  | 2911 W SHOLES DRIVE             | JOHN OR BARBARA MULGREW                    | PARKING                  | 6/8/2023   | 6/16/2023 |   | 1                 | NO  |
| 271 | 2 | 140820101000  | 11855 N AUER LANE               | JAMES OR JOANNE GUTHRIE PETERSON           | PARKING                  | 6/8/2023   | 6/16/2023 |   | 1                 | NO  |
| 272 | 3 | 141220007000  | 11909 N SOLAR AVENUE            | BRANDON OR SARAH ZELAZOSKI                 | PARKING                  | 6/8/2023   | 6/16/2023 |   | 1                 | NO  |
| 273 | 2 | 141160018000  | 3134 W WOODFIELD DRIVE          | SCOTT EDISON                               | GRASS                    | 6/8/2023   | 6/16/2023 |   | 1                 | NO  |
| 274 | 7 | 140700145000  | 3531 W LE GRANDE BLVD           | LAC DU GRUBER LLC                          | OUTSIDE MAINTENANCE      | 6/8/2023   | 6/29/2023 |   | 1                 | NO  |
| 275 | 7 | 150560205000  | 1425 W ZEDLER LANE              | BRADFORD FIGG                              | GRASS                    | 6/19/2023  | 6/26/2023 |   | 1                 | NO  |
| 276 | 5 | 150051400200  | 13920 N LAKE SHORE DRIVE        | RAPHAEL OR IRENE BRUNETTE                  | OUTSIDE STORAGE          | 6/21/2023  | 7/12/2023 |   | 1                 | NO  |
| 277 | 1 | RENTAL        | 14015 N CEDARBURG ROAD          | THE WHITE RABBIT                           | CONDITIONAL USE GRANT    | 6/21/2023  | 6/29/2023 |   | 1                 | NO  |
| 278 | 6 | RENTAL        | 1402 W MEQUON ROAD              | KUMON MATH AND READING                     | BANNER                   | 6/28/2023  | 7/1/2023  |   | 1                 | NO  |
| 279 | 6 | RENTAL        | 1340 W MEQUON ROAD              | NORTH SHORE JEWELERS                       | BANNER                   | 6/28/2023  | 7/1/2023  |   | 1                 | NO  |
| 280 | 6 | RENTAL        | 1406 W MEQUON ROAD              | LITTLE SPROUTS PLAY CAFE                   | BANNER                   | 6/28/2023  | 7/1/2023  |   | 1                 | NO  |
| 281 | 6 | RENTAL        | 1350 W MEQUON ROAD              | COCOA TREE CONFECTIONARY                   | BANNER                   | 6/28/2023  | 7/1/2023  |   | 1                 | NO  |
| 282 | 6 | RENTAL        | 1300 W MEQUON ROAD              | PANERA BREAD                               | BANNER                   | 6/28/2023  | 7/1/2023  |   | 1                 | NO  |
| 283 | 4 | 140560305000  | 5103 W WESTFIELD ROAD           | DAVID KRIEGL                               | OUTSIDE STORAGE          | 6/29/2023  | 7/6/2023  |   | 1                 | NO  |
| 284 | 4 | 140560305000  | 5103 W WESTFIELD ROAD           | DAVID KRIEGL                               | PARKING                  | 6/29/2023  | 7/13/2023 |   | 1                 | NO  |
| 285 | 4 | 140840205000  | 9612 N MEQUON PLACE             | JUSTIN BIRKEL                              | OUTSIDE STORAGE          | 6/29/2023  | 7/6/2023  |   | 1                 | NO  |
| 286 | 4 | 140840205000  | 9612 N MEQUON PLACE             | JUSTIN BIRKEL                              | GRASS                    | 6/29/2023  | 7/6/2023  |   | 1                 | NO  |
| 287 | 6 | 150900603000  | 11541 N LAGUNA DRIVE            | INA PETROVICI                              | PARKING                  | 7/6/2023   | 7/20/2023 |   | 1                 | NO  |
| 288 | 6 | 140771401000  | 2716 W CHESTNUT ROAD            | HOWARD DUBOFF                              | PERMITS                  | 7/19/2023  | 8/20/2023 |   | 1                 | NO  |
| 289 | 6 | 150830002000  | 13418 LAKEWOOD DRIVE            | SAMUAL OR NINA KIRK                        | OUTSIDE MAINTENANCE      | 8/4/2023   | 9/4/2023  |   | 1                 | NO  |
| 290 | 6 | 150200200700  | 326 SEACROFT COURT              | DANIEL DOMAGALA                            | PARKING                  | 8/4/2023   | 8/11/2023 |   | #5 CITATION 1     | NO  |
| 291 | 8 | 150540506000  | 10903 N SAN MARINO DRIVE        | KARSTEN OR KELLY HUTTELMAIER               | OUTSIDE MAINTENANCE      | 8/4/2023   | 8/18/2023 |   | 1                 | NO  |
| 292 | 4 | 140710007000  | 4707 W ELMDALE ROAD             | MALACHY TOAL                               | OUTSIDE MAINTENANCE      | 8/4/2023   | 8/18/2023 |   | 1                 | NO  |
| 293 | 5 | 150180600500  | 12750 N SHORELAND PARKWAY       | GRANTIT REMODELS LLC                       | GRASS                    | 8/9/2023   | 8/19/2023 |   | 1                 | NO  |
| 294 | 8 | 151080024000  | 429 W THORNAPPLE LANE           | FRANK TRUST                                | OUTSIDE STORAGE          | 8/9/2023   | 8/19/2023 |   | 1                 | NO  |
| 295 | 7 | 140250801000  | 11006 N RIVER ROAD              | JUAN OR DANA OZOZCO                        | PARKING                  | 8/23/2023  | 9/1/2023  |   | 1                 | NO  |
| 296 | 1 | 140300100700  | 11031 N GRANVILLE ROAD          | MIROSLAW OR IWONA PAWELEC                  | HOME OCCUPATION BUSINESS | 8/23/2023  | 9/1/2023  |   | 1                 | NO  |
| 297 | 8 | 150320600200  | 10352 N PORTWASHINGTON ROAD     | GUZAM PROPERTIES LLC                       | COMMUNITY SPIRIT LETTER  | 8/31/2023  | 10/1/2023 |   | 1                 | NO  |
| 298 | 4 | 140501305007  | 9807 N CEDARBURG ROAD           | RYAN OR KATHERINE KAUTZER                  | GRASS                    | 9/1/2023   | 9/14/2023 |   | 1                 | NO  |
| 299 | 4 | 140501001000  | 10365 N CEDARBURG ROAD          | 10365 LLC                                  | OUTSIDE STORAGE          | 9/1/2023   | 9/14/2023 |   | 1                 | NO  |
| 300 | 7 | 140850103000  | 4429 W TARRYTOWN LANE           | THOMAS OR RUBY AHMANN                      | PARKING                  | 9/1/2023   | 9/14/2023 |   | 1                 | NO  |
| 301 | 6 | 150300200600  | 11122 N ORIOLE LANE             | NICOLAS ERDMANN                            | SHED PERMIT              | 9/1/2023   | 9/14/2023 |   | 1                 | NO  |
| 302 | 4 | 140501305006  | 9809 N CEDARBURG ROAD           | BONNIWELL 9807 LLC                         | GRASS                    | 9/6/2023   | 9/20/2023 |   | 1                 | NO  |
| 303 | 6 | CONDO ASSN    | IVY COURT GREENBRIER CONDO ASSN | HUNT MANAGEMENT                            | COMMUNITY SPIRIT LETTER  | 10/5/2023  | OPEN      |   | 1                 | YES |
| 304 | 2 | 140230400100  | 11761 N RIVER ROAD              | SANDRA MORGAN                              | LIGHTING                 | 10/25/2023 | 11/1/2023 |   | #5 CITATION 1,2,3 | NO  |
| 305 | 3 | 140500108001  | 6614 W MEQUON ROAD              | ERIKA JANIK                                | LIGHTING                 | 10/25/2023 | 11/1/2023 |   | 1                 | NO  |

|     | A | B            | C                            | D                                      | E                       | F          | G          | I | J                   | K   |
|-----|---|--------------|------------------------------|----------------------------------------|-------------------------|------------|------------|---|---------------------|-----|
| 306 | 7 | 150850000002 | 3100 W COUNTRY CLUB DRIVE    | NORTH SHORE COUNTRY CLUB               | COMMUNITY SPIRIT LETTER | 10/25/2024 | OPEN       |   | 1                   | NO  |
| 307 | 6 | 150300101500 | 11147 N PORT WASHINGTON ROAD | BP GAS STATION                         | COMMUNITY SPIRIT LETTER | 11/2/2023  | OPEN       |   | 1                   | NO  |
| 308 | 6 | 150201101200 | 11210 N PORT WASHINGTON ROAD | MOBIL GAS STATION                      | COMMUNITY SPIRIT LETTER | 11/2/2023  | OPEN       |   | 1                   | NO  |
| 309 | 5 | 150310101100 | 10355 N PORT WASHINGTON ROAD | CLARK GAS STATION                      | COMMUNITY SPIRIT LETTER | 11/2/2023  | OPEN       |   | EXTENSION           | NO  |
| 310 | 3 | RENTAL       | 6000 W MEQUON ROAD           | RUBY TAP                               | LETTER WINE TASTING     | 11/15/2023 | OPEN       |   | 1                   | NO  |
| 311 | 1 | 140021200100 | 5320 W BONNIWELL ROAD        | PETER OR KRISTA BEAUDOIN               | LETTER WINE TASTING     | 11/15/2023 | OPEN       |   | 1                   | NO  |
| 312 | 3 | 140881618000 | 11344 N GLENWOOD DRIVE       | DEXTER OR CYNTHIA JONES                | OUTDOOR LIGHTING        | 11/16/2023 | 11/23/2016 |   | 1                   | NO  |
| 313 | 6 | RENTAL       | 1400 W MEQUON ROAD           | GF SMOOTHIES ALAN MC FADYEN            | BANNER                  | 5/1/2023   | 11/26/2023 |   | #5 CITATION 1,2,3   | YES |
| 314 | 6 | 150191600900 | 1550 W MEQUON ROAD           | FIFTH-MAIN                             | BANNER                  | 11/29/2023 | 12/7/2023  |   | 1                   | NO  |
| 315 | 5 | 150920201000 | 11404 N PINEHURST CIRCLE     | EMMA LASKOWSKI                         | OUTSIDE MAINTENANCE     | 11/29/2023 | 4/1/2024   |   | 1                   | NO  |
| 316 | 2 | 140740110000 | 5310 W HILLCREST DRIVE       | PATRICK OHARE                          | GRASS                   | 11/29/2023 | 5/1/2024   |   | 1                   | NO  |
| 317 | 2 | 140740110000 | 5310 W HILLCREST DRIVE       | PATRICK OHARE                          | OUTSIDE STORAGE         | 11/29/2023 | 12/10/2023 |   | 1                   | NO  |
| 318 | 4 | 140270201600 | 6751 W MEQUON ROAD           | STORYPOINT SENIOR LIVING               | FLAGS                   | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 319 | 6 | 150300101500 | 11147 N PORT WASHINGTON ROAD | BP GAS STATION                         | FLAG                    | 12/7/2023  | 12/14/2023 |   | #5 CITATION 1       | YES |
| 320 | 3 | RENTAL       | 6200 W MEQUON ROAD           | ST PAULS FISH COMPANY                  | FLAG                    | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 321 | 6 | 150300402000 | 10911 N PORT WASHINGTON ROAD | ARBYS                                  | FLAG                    | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 322 | 8 | RENTAL       | 10930 N PORT WASHINGTON ROAD | JERSEY MIKE'S SUBS                     | FLAG/BANNER             | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 323 | 6 | 151530002000 | 1505 W MEQUON ROAD           | MIDLAND MANAGEMENT                     | FLAGS/BANNER            | 12/7/2023  | 12/14/2023 |   | #5 CITATION 1       | YES |
| 324 | 3 | RENTAL       | 5900 W MEQUON ROAD           | CAFÉ HOLLANDER                         | BANNER                  | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 325 | 3 | 140201500300 | 11246 N FARMDALE ROAD        | DENNIS OR MARIE MYLER                  | PARKING                 | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 326 | 1 | 140170901500 | 12243 N FARMDALE ROAD        | GREGORY OR SUSAN ERNST                 | PARKING                 | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 327 | 1 | 140200700900 | 11713 N FARMDALE ROAD        | PAUL OR MARY BRISKI                    | PARKING                 | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 328 | 6 | 150191200100 | 2110 W MEQUON ROAD           | DOUGLAS KOLLER                         | PARKING                 | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 329 | 3 | 140221000600 | 11512 N WAUWATOSA ROAD       | RICK OR PATRICIA FREYMUTH              | PARKING                 | 12/7/2023  | 12/14/2023 |   | #5 CITATION 1       | YES |
| 330 | 6 | 150900113000 | 11336 N ARBOR LANE           | JOSHUA BRUCKNER                        | PARKING                 | 12/7/2023  | 12/14/2023 |   | 1                   | NO  |
| 331 | 8 | 150320600200 | 10952 N PORTWASHINGTON ROAD  | GUZAM PROPERTIES LLC                   | OUTSIDE MAINTENANCE     | 12/11/2023 | 2/29/2024  |   | #5 CITATION 1, 2, 3 | YES |
| 332 | 8 | 150760105000 | 221 E MEQUON ROAD            | CHARLES MITCH                          | BUILDING PERMIT         | 12/21/2023 | 1/15/2024  |   | 1                   | NO  |
| 333 | 8 | 150760107000 | 11115 N LAKESHORE DRIVE      | NICOLAS PASCHKE                        | BUILDING PERMIT         | 12/21/2023 | 1/15/2024  |   | 1                   | NO  |
| 334 | 8 | 150200201400 | 428 W SEACROFT COURT         | JOHN LINSKOTT                          | POD                     | 12/26/2023 | 1/10/2024  |   | #5 CITATION 1       | YES |
| 335 | 6 | 150190500500 | 1714 W MEQUON ROAD           | JOE WALTER PROPERTIES LLC              | LANDSCAPING TREE        | 1/3/2024   | 1/31/2024  |   | 1                   | NO  |
| 336 | 4 | 140840107000 | 9712 N MEQUON PLACE          | TOUA YANG                              | OUTSIDE STORAGE         | 1/5/2024   | 1/12/2024  |   | 1                   | NO  |
| 337 | 4 | 141030328000 | 9939 N CONCORD DRIVE         | PAUL DOMAZ                             | PARKING                 | 1/5/2024   | 1/19/2024  |   | 1                   | NO  |
| 338 | 2 | 140730010000 | 11339 N PARKVIEW DRIVE       | PLANTINUM POINT PROPERTIES LLC         | OUTSIDE LIGHTING        | 1/11/2024  | 1/25/2024  |   | 1                   | NO  |
| 339 | 2 | 140740310000 | 5520 W PLEASANT DRIVE        | PHILIP NUELK                           | OUTSIDE LIGHTING        | 1/11/2024  | 1/25/2024  |   | 1                   | NO  |
| 340 | 1 | 141640001000 | 14195 N TWIN OAKS LANE       | ENID TROTMAN ANYANWU                   | BUILDING PERMIT         | 10/6/2023  | 10/23/2023 |   | #5 CITATION 1       | YES |
| 341 | 2 | 140940215000 | 3217 W FLEUR DE LIS DRIVE    | ADEEB OR SIBA RAHMAN                   | STRUCTURE               | 1/31/2024  | 2/7/2024   |   | 1                   | NO  |
| 342 | 2 | 140940215000 | 3217 W FLEUR DE LIS DRIVE    | ADEEB OR SIBA RAHMAN                   | PARKING                 | 1/31/2024  | 2/7/2024   |   | 1                   | NO  |
| 343 | 7 | 140250700700 | 10962 N RIVER ROAD           | JEFFREY OR JAMY LEVESQUE               | PARKING                 | 2/13/2024  | 27-Feb     |   | 1                   | NO  |
| 344 | 6 | RENTAL       | 1402 W MEQUON ROAD           | KUMON MATH AND READING                 | BANNER                  | 2/20/2024  | 2/27/2024  |   | #5 CITATION 1       | NO  |
| 345 | 6 | 150191600300 | 1550 W MEQUON ROAD           | FIFTH-MAIN                             | BANNER                  | 2/20/2024  | 2/27/2024  |   | 1                   | NO  |
| 346 | 8 | 151340025000 | 211 W TRILLIUM ROAD          | SCOTT OR SANDRA STERN                  | OUTSIDE STORAGE         | 2/22/2024  | 3/1/2024   |   | 1                   | NO  |
| 347 | 3 | 140870805000 | 11750 N SILVER AVENUE        | LUJESS LLC - JESSE HYPHE               | OUTSIDE MAINTENANCE     | 2/27/2024  | 3/14/2024  |   | EXTENSION           | YES |
| 348 | 5 | 150170800500 | 12531 N LAKE SHORE DRIVE     | STEVEN BROWN                           | REFUSE CONTAINER        | 3/7/2024   | 3/12/2024  |   | 1                   | NO  |
| 349 | 3 | 140280600200 | 8813 W MEQUON ROAD           | TOLULOPE OLANDINI OR VICTORIA HANNEMAN | OUTSIDE STORAGE         | 3/22/2024  | 4/5/2024   |   | 1                   | NO  |
| 350 | 2 | 140580401000 | 4618 W GRACE AVENUE          | GAIL SKIFF                             | BUILDING PERMITS        | 3/22/2024  | 4/5/2024   |   | 1                   | NO  |
| 351 | 8 | 151070112002 | 1027 W DONGES BAY ROAD       | MARY JOHNSON                           | OUTSIDE MAINTENANCE     | 4/2/2024   | 4/30/2024  |   | EXTENSION           | YES |
| 352 | 2 | 140251600300 | 11307 N RIVER ROAD           | JOHN OR KATHLEEN LEFEBER NELSON        | OUTSIDE STORAGE         | 4/18/2024  | 4/25/2024  |   | EXTENSION           | YES |
| 353 | 2 | 140231600900 | 11307 N RIVER ROAD           | JOHN OR KATHLEEN LEFEBER NELSON        | OUTSIDE MAINTENANCE     | 4/18/2024  | 5/18/2024  |   | 1                   | NO  |
| 354 | 2 | 140240701200 | 11610 N RIVER ROAD           | MARILYN MANKE                          | OUTSIDE MAINTENANCE     | 4/18/2024  | 5/18/2024  |   | EXTENSION           | YES |
| 355 | 2 | 140240701400 | 11611 N GRACE COURT          | MARY JO JANSEN OR STEVEN SHAPSON       | OUTSIDE MAINTENANCE     | 4/18/2024  | 5/18/2024  |   | EXTENSION           | YES |
| 356 | 8 | 150290601000 | 10930 N PORT WASHINGTON ROAD | BRIKMOR GROUP                          | OUTSIDE MAINTENANCE     | 4/25/2024  | 5/31/2024  |   | EXTENSION           | YES |
| 357 | 6 | XXXXXXXXXX   | 224 N 76TH STREET            | BRIARWOOD CONDO ASSOCIATION            | OUTSIDE MAINTENANCE     | 5/3/2024   | 6/3/2024   |   | EXTENSION           | YES |
| 358 | 6 | 150310101100 | 10355 N PORT WASHINGTON ROAD | CLARK GAS STATION                      | TEMPORARY STRUCTURE     | 5/3/2024   | 5/31/2024  |   | 1                   | NO  |
| 359 | 8 | 150201101200 | 11210 N PORT WASHINGTON ROAD | MOBIL GAS STATION                      | TEMPORARY STRUCTURE     | 5/3/2024   | 5/31/2024  |   | 1                   | NO  |
| 360 | 6 | 150300101500 | 11147 N PORT WASHINGTON ROAD | BP GAS STATION                         | TEMPORARY STRUCTURE     | 5/3/2024   | 5/31/2024  |   | 1                   | NO  |
| 361 | 4 | RENTAL       | 5401 W DONGES BAY ROAD       | ALMO DISTRIBUTING                      | BOP                     | 5/7/2024   | 5/21/2024  |   | 1                   | NO  |
| 362 | 6 | 150191500600 | 1714 W MEQUON ROAD           | STATE FARM INSURANCE                   | MONUMENT SIGN           | 5/7/2024   | 5/31/2024  |   | 1                   | NO  |
| 363 | 4 | XXXXXXXXXX   | 10033 N PORT WASHINGTON ROAD | LAKEVIEW DEVELOPMENT COMPANY           | DEVELOPMENT SIGN        | 5/8/2024   | 5/17/2024  |   | 1                   | NO  |
| 364 | 4 | 140840204000 | 4725 W CHIPPEWA DRIVE        | BRIAN OR JENNIFER KUSCH                | YARD WASTE              | 5/8/2024   | 5/15/2024  |   | EXTENSION           | YES |
| 365 | 2 | 140740304000 | 5417 W ELMHURST DRIVE        | STARK REVOCABLE TRUST                  | PARKING                 | 5/8/2024   | 5/22/2024  |   | 1                   | NO  |
| 366 | 6 | 150191601400 | 11223 N PORT WASHINGTON ROAD | ASSOCIATED BANK                        | COMMERCIAL LIGHTING     | 5/15/2024  | 5/22/2024  |   | 1                   | NO  |

|     | A | B            | C                            | D                                     | E                                         | F         | G         | I | J                    | K   |
|-----|---|--------------|------------------------------|---------------------------------------|-------------------------------------------|-----------|-----------|---|----------------------|-----|
| 367 | 3 | 140510104000 | 11201 N SOLAR AVENUE         | CHRISTOPHER BESLER                    | PARKING                                   | 5/17/2024 | 5/24/2024 |   | #5 CITATION 1        | YES |
| 368 | 2 | 140580205000 | 4430 W GRACE AVENUE          | HOMEME LLC                            | GRASS                                     | 5/17/2024 | 5/24/2024 |   | 1                    | NO  |
| 369 | 2 | 140580205000 | 4430 W GRACE AVENUE          | HOMEME LLC                            | OUTSIDE STORAGE                           | 5/17/2024 | 6/7/2024  |   | #5 CITATION 1        | YES |
| 370 | 8 | 150740114000 | 10522 N CIRCLE ROAD          | MDM 20 LLC                            | SHORT TERM RENTAL                         | 5/22/2024 | 6/5/2024  |   | #5 CITATION 1        | NO  |
| 371 | 6 | 150870104000 | 1342 HOMESTEAD TRAIL         | GRACEFUL LIVING                       | BUILDING PERMIT                           | 5/3/2024  | 5/13/2024 |   | #5 CITATION 1        | YES |
| 372 | 3 | 140510103000 | 7816 W MEQUON ROAD           | JOHN MOORE                            | PARKING                                   | 5/23/2024 | 6/6/2024  |   | #5 CITATION 1        | YES |
| 373 | 3 | 140510103000 | 7816 W MEQUON ROAD           | JOHN MOORE                            | OUTSIDE STORAGE                           | 5/23/2024 | 6/6/2024  |   | 1                    | NO  |
| 374 | 3 | RENTAL       | 11215 N CEDARBURG ROAD       | ELEMENTS MASSAGE                      | WINDOW SIGNS/DISPLAY                      | 6/1/2024  | 7/1/2024  |   | 1                    | NO  |
| 375 | 3 | RENTAL       | 11235 N CEDARBURG ROAD       | MITCH'S SPORTS CARDS                  | WINDOW SIGNS/DISPLAY                      | 6/1/2024  | 7/1/2024  |   | 1                    | NO  |
| 376 | 3 | RENTAL       | 6048 W MEQUON ROAD           | FORWARD DENTAL                        | AWNINGS                                   | 6/1/2024  | 8/1/2024  |   | EXTENSION            | YES |
| 377 | 2 | 140510103000 | 11611 N MULBERRY DRIVE       | RICHARD OR LISA SADIQ                 | GRASS                                     | 6/7/2024  | 6/14/2024 |   | 1                    | NO  |
| 378 | 2 | 140510103000 | 11611 N MULBERRY DRIVE       | RICHARD OR LISA SADIQ                 | PARKING                                   | 6/7/2024  | 6/21/2024 |   | #5 CITATION 1        | YES |
| 379 | 8 | 150760107000 | 11115 N LAKESHORE DRIVE      | NICHOLAS PASCHE                       | OUTSIDE STORAGE                           | 6/11/2024 | 6/21/2024 |   | 1                    | NO  |
| 380 | 4 | 140670023000 | 9914 W HUNTINGTON DRIVE      | KENWOOD OR KRISTIE DAYTON             | PARKING                                   | 6/21/2024 | 6/28/2024 |   | 1                    | NO  |
| 381 | 5 | 150800110000 | 11216 N PRAIRIE VIEW DRIVE   | HUBERN OR MALLORY JOHNSON             | GRASS                                     | 6/21/2024 | 6/28/2024 |   | 1                    | NO  |
| 382 | 8 | 150760707000 | 11032 N HIGHVIEW DRIVE       | LDH PROPERTY MANAGEMENT LLC           | BUILDING PERMIT                           | 6/1/2024  | 7/1/2024  |   | #5 CITATION 1        | YES |
| 383 | 2 | 150760707000 | 3800 W MARSELILLES DRIVE     | JOSEPH OR ERIN STANTON                | SHORT TERM RENTAL                         | 7/11/2024 | 7/15/2024 |   | 1                    | NO  |
| 384 | 2 | 140240700700 | 4105 W GRACE AVENUE          | JILL BOULIER-SMITH                    | GRASS                                     | 7/18/2024 | 7/25/2024 |   | #5 CITATION 1        | YES |
| 385 | 1 | 140600002000 | 10510 N COUNCIL HILLS DRIVE  | SAMUAL OR DANIELLE BRAMSTEDT          | GRASS                                     | 7/18/2024 | 7/25/2024 |   | EXTENSION            | YES |
| 386 | 1 | 141260017000 | 12422 N MADERO DRIVE         | BRIAN OR JANET FUSSELL                | OUTSIDE MAINTENANCE                       | 7/24/2024 | 8/24/2024 |   | #5 CITATION 1,2WYDRA | YES |
| 387 | 4 | 140270101600 | 11035 N WESTON DRIVE         | CENTRAL BARK                          | SIGNS                                     | 7/31/2024 | 8/7/2024  |   | 1                    | NO  |
| 388 | 4 | 140270400500 | 6803 W INDUSTRIAL DRIVE      | SNIDER MOLD                           | SIGNS                                     | 7/31/2024 | 8/7/2024  |   | 1                    | NO  |
| 389 | 4 | 150191500600 | 10910 N WESTON DRIVE         | SUPER STEEL LLC                       | SIGNS                                     | 7/31/2024 | 8/7/2024  |   | 1                    | NO  |
| 390 | 6 | 150650408000 | 11841 N COUNTRY LANE         | WILLIAM OR SANDRA REEDUS              | OUTSIDE MAINTENANCE AND PARKING           | 7/31/2024 | 8/31/2024 |   | EXTENSION            | YES |
| 391 | 8 | 150320700300 | 10036 N PORT WASHINGTON ROAD | RABINDRA OR SUSHILA SHARMA            | GRASS/WEEDS                               | 8/8/2024  | 8/23/2024 |   | EXTENSION            | YES |
| 392 | 4 | 140501017003 | 5201-5401 W DONGES BAY ROAD  | LP - WESTMORE REALTY CAPITOL LLC      | LOUD NOISE PROHIBITED                     | 4/1/2024  | 8/1/2024  |   | #5 CITATION 1        | YES |
| 393 | 8 | 150320700300 | 10036 N PORT WASHINGTON ROAD | RABINDRA OR SUSHILA SHARMA            | GRASS                                     | 8/12/2024 | 8/30/2024 |   | EXTENSION            | YES |
| 394 | 8 | 150291000500 | 1101 W WINESAP COURT         | APPLE ORCHARD / BIECK MANAGEMENT      | GENERAL MAINTENANCE                       | 8/12/2024 | 8/28/2024 |   | 1                    | NO  |
| 395 | 6 | 151650004000 | 10100 N PORT WASHINGTON ROAD | CHARLES DAY                           | GENERAL MAINTENANCE                       | 8/12/2024 | 8/28/2024 |   | 1                    | NO  |
| 396 | 8 | RENTAL       | 10930 N PORT WASHINGTON ROAD | BRIXMOR GROUP                         | BANNERS, SIGNS, WINDOW COVERINGS, A FRAME | 8/13/2024 | 8/30/2024 |   | EXTENSION            | YES |
| 397 | 4 | 140270102000 | 6213 W MEQUON ROAD           | WELLS AND SONS INC                    | SIGN                                      | 8/13/2024 | 8/16/2024 |   | 1                    | NO  |
| 398 | 6 | 150300200400 | 1813 W MEQUON ROAD           | JOHN OR GEORGINE KESSELMAN            | SIGN                                      | 8/13/2024 | 8/16/2024 |   | 1                    | NO  |
| 399 | 6 | 150300201100 | 1737 W MEQUON ROAD           | DAVID MUELLER                         | SIGN                                      | 8/13/2024 | 8/16/2024 |   | 1                    | NO  |
| 400 | 8 | 150790011000 | 724 AUBURN COURT             | SCOTT WOELH                           | OUTSIDE STORAGE                           | 8/14/2024 | 8/23/2014 |   | 1                    | NO  |
| 401 | 6 | 151000213001 | 12505 N ISLAND DRIVE         | BLAINE OR VIOLET THOMPSON             | PARKING AND OUTSIDE STORAGE               | 8/14/2024 | 8/30/2024 |   | EXTENSION            | YES |
| 402 | 6 | 151000205000 | 12531 N ISLAND DRIVE         | SEAN OR AREN NELSON                   | PARKING AND OUTSIDE STORAGE               | 8/14/2024 | 8/30/2024 |   | EXTENSION            | YES |
| 403 | 6 | 151000218000 | 12501 N ISLAND DRIVE         | ALICE MENZEL                          | PARKING AND OUTSIDE STORAGE               | 8/14/2024 | 8/30/2024 |   | EXTENSION            | YES |
| 404 | 4 | 140271500900 | 6728 W DONGES BAY ROAD       | MARK ESKUCHE                          | PARKING                                   | 8/14/2024 | 8/30/2024 |   | EXTENSION            | YES |
| 405 | 4 | 140340500800 | 10146 N WAUWATOSA ROAD       | ROBERT PETZOLD JR                     | OUTSIDE STORAGE                           | 8/14/2024 | 11/1/2024 |   |                      | YES |
| 406 | 4 | 140340600900 | 7227 W DONGES BAY ROAD       | ANTOINETTE JACKSON                    | PARKING                                   | 8/14/2024 | 8/23/2024 |   | EXTENSION            | YES |
| 407 | 6 | 150870104000 | 1342 W HOMESTEAD TRAIL       | GRACEFUL LIVING LLC                   | OUTSIDE STORAGE                           | 8/16/2024 | 8/23/2024 |   | EXTENSION            | YES |
| 408 | 4 | 140270901700 | 10725 N EXECUTIVE COURT      | ATHLETIC PERFORMANCE                  | COMMUNITY SPIRIT LETTER                   | 8/16/2024 | 8/16/2024 |   | 1                    | NO  |
| 409 | 4 | 140560101002 | 10208 N CEDARBURG ROAD       | STEPHEN FRENCH                        | GRASS                                     | 8/19/2024 | 8/28/2024 |   | EXTENSION            | YES |
| 410 | 1 | 141580001000 | 7728 W CHEVERNY DRIVE        | FELIX ARYEETEEY                       | OUTDOOR LIGHTING                          | 8/27/2024 | 9/3/2024  |   | EXTENSION            | YES |
| 411 | 8 | 151080605000 | 923 W RANCHITO LANE          | JAMES OR CHERLYN WONTOR               | OUTSIDE STORAGE                           | 8/28/2024 | 9/11/2024 |   | 1                    | YES |
| 412 | 8 | 151080607001 | 1010 W RANCHITO LANE         | MARCAS OR CHAUNA FINCH                | OUTSIDE MAINTENANCE                       | 8/28/2024 | 9/30/2024 |   | EXTENSION            | YES |
| 413 | 6 | 150190401200 | EASTBROOK DRIVE LLC OUTLOT   | ROY OPPENHEIMER / EASTBROOK DRIVE LLC | GRASS                                     | 9/6/2024  | 9/20/2024 |   | #5 CITATION 1        | YES |
| 414 | 4 | 140271301400 | 10605 N BAEHR ROAD           | MCGOURTHY HOLDING COMPANY LLC         | NOISE                                     | 9/10/2024 | 9/27/2024 |   | #56 CITATION 1       | YES |
| 415 | 8 | 150320600200 | 10352 N PORT WASHINGTON ROAD | GUZAM PROPERTIES LLC                  | OUTSIDE MAINTENANCE                       | 9/10/2024 | 9/27/2024 |   | 1                    | NO  |
| 416 | 5 | 140090100900 | 1045 W GLEN OAKS             | STEVEN OR CAROLYN BISKUPIC            | SIGN                                      | 9/11/2024 | 9/16/2024 |   | 1                    | NO  |
| 417 | 6 | 151730046000 | 1455 W WINDPOINTE COURT      | CLARENCE OR KAREN CHRISTIANSEN        | SIGN                                      | 9/11/2024 | 9/16/2024 |   | 1                    | NO  |
| 418 | 6 | 150990403000 | 12311 N PORT WASHINGTON ROAD | RALPH DETTMANN                        | SIGN                                      | 9/11/2024 | 9/16/2024 |   | #5 CITATION 1        | NO  |
| 419 | 4 | 140270102000 | 6213 W MEQUON ROAD           | WELLS AND SONS INC                    | SIGN                                      | 9/11/2024 | 9/16/2024 |   | 1                    | NO  |
| 420 | 7 | 150850000063 | 3131 W MEQUON ROAD           | MICHAEL OR KIM RAUCH                  | SIGN                                      | 9/11/2024 | 9/16/2024 |   | #5 CITATION 1        | NO  |
| 421 | 6 | 150850000063 | 1737 W MEQUON ROAD           | DAVID MUELLER                         | SIGN                                      | 9/11/2024 | 9/16/2024 |   | 1                    | NO  |
| 422 | 7 | 150850000066 | 3969 W MEQUON ROAD           | KIEDROWICZ FAMILY TRUST               | SIGN                                      | 9/11/2024 | 9/16/2024 |   | #5 CITATION 1        | NO  |
| 423 | 7 | 140241500300 | 3116 W MEQUON ROAD           | GERALD CHMIELEWSKI                    | SIGN                                      | 9/11/2024 | 9/16/2024 |   | #5 CITATION 1        | NO  |
| 424 | 1 | 140290500200 | 9975 W MEQUON ROAD           | SCOTT MONOR OR KURT MINOR             | SIGN                                      | 9/11/2024 | 9/16/2024 |   | #5 CITATION 1        | NO  |
| 425 | 1 | 141440023000 | 12160 N WAUWATOSA ROAD       | SCOTT OR LORRIE RIEMER                | SIGN                                      | 9/13/2024 | 9/16/2024 |   | 1                    | NO  |
| 426 | 1 | 140300100700 | 11031 N GRANVILLE ROAD       | MIROSLAW OR IWONA PAWELC              | HOME OCCUPATION BUSINESS                  | 9/13/2024 | 9/19/2024 |   | EXTENSION            | YES |
| 427 | 1 | 140090100800 | 13400 WINDSOR COURT          | LANNY OR MAUREEN LADELL               | SIGN                                      | 9/17/2024 | 9/22/2024 |   | 1                    | NO  |

|     | A | B            | C                            | D                                     | E                                               | F          | G          | I | J             | K   |
|-----|---|--------------|------------------------------|---------------------------------------|-------------------------------------------------|------------|------------|---|---------------|-----|
| 428 | 1 | 14016040010  | 12589 N WAUWATOSA ROAD       | LEROY OR LORI HEUSER                  | SIGN                                            | 9/24/2024  | 9/30/2024  |   | 1             | NO  |
| 429 | 1 | 140190901400 | 11550 W MEQUON ROAD          | RICHARD OMALLEY                       | SIGN                                            | 9/24/2024  | 9/30/2024  |   | 1             | NO  |
| 430 | 1 | 140191200200 | 11712 W MEQUON ROAD          | LISA SEXTON OMALLEY                   | SIGN                                            | 9/24/2024  | 9/30/2024  |   | 1             | NO  |
| 431 | 7 |              | 3955 W MEQUON ROAD           | SCOTT OR JULIE KRAVETZ                | SIGN                                            | 9/24/2024  | 9/30/2024  |   | 1             | NO  |
| 432 | 6 |              | 1309 W LIBEAU ROAD           | VALENTINA BARBATELLI                  | SIGN                                            | 9/24/2024  | 9/30/2024  |   | 1             | NO  |
| 433 |   |              | 7726 W EVERGREEN ROAD        | MEQUON                                | OUTSIDE STORAGE                                 | 10/2/2024  | 10/9/2024  |   | 1             | NO  |
| 434 |   |              | 11329 N MEADOWBROOK DRIVE    | JEREMY GONZALES                       | BUILDING PERMIT                                 | 10/3/2024  | 10/17/2024 |   | 1             | NO  |
| 435 |   |              | 10500 N PORT WASHINGTON ROAD | LISA HOLDEN                           | OUTSIDE MAINTENANCE                             | 9/3/2024   | 10/3/2024  |   | EXTENSION     | YES |
| 436 |   |              | 10015 N RIVER ROAD           | JEFF OR BETH ASTEMBORSKI              | OUTSIDE STORAGE                                 | 10/24/2024 | 11/1/2024  |   | EXTENSION     | YES |
| 437 |   |              | 10248 N GREENVIEW DRIVE      | STEVEN OR JANET PETERSON              | OUTSIDE STORAGE, PARKING                        | 10/24/2024 | 11/1/2024  |   | 1             | NO  |
| 438 |   |              | 11541 N LAGUNA DRIVE         | INA PETROVICI ACURA EREZ              | BUILDING PERMITS, OUTSIDE STORAGE, PARKING, NUI | 10/24/2024 | 11/8/2024  |   | 1             | NO  |
| 439 |   |              | 1222 W VENTURE COURT         | VENTURE PROPERTIES/SCOTT NYHOLM       | TEMPORARY STRUCTURE                             | 10/24/2024 | 11/1/2024  |   | 1             | NO  |
| 440 |   |              | 10926 N CRESTLINE ROAD       | RICHARD OR ANNA DYKEMAN               | OUTSIDE STORAGE                                 | 10/25/2024 | 11/1/2024  |   | 1             | NO  |
| 441 |   |              | N WAUWATOSA ROAD             | THE ENCLAVE AT MEQUON PRESERVE        | OUTSIDE MAINTENANCE                             | 10/29/2024 | 11/12/2024 |   | 1             | NO  |
| 442 |   |              | 11032 N HIGHVIEW DRIVE       | LDH PROPERTY MANAGEMENT LLC           | OUTSIDE MAINTENANCE                             | 11/18/2024 | 1/1/2025   |   | EXTENSION     | YES |
| 443 |   |              | 11526 N MULBERRY DRIVE       | TODD OR KRISTINE KREHMEYER            | OUTSIDE STORAGE                                 | 11/18/2024 | 12/2/2024  |   | 1             | NO  |
| 444 |   |              | 11532 N MULBERRY DRIVE       | CAROLYN ANDERSON                      | OUTSIDE STORAGE                                 | 11/18/2024 | 12/2/2024  |   | 1             | NO  |
| 445 |   |              | 10215 N CEDARBURG ROAD       | MOLLY HILLS                           | OUTSIDE STORAGE                                 | 11/18/2024 | 12/2/2024  |   | 1             | NO  |
| 446 |   |              | EASTBROOK DRIVE LLC OUTLOT   | ROY OPPENHEIMER / EASTBROOK DRIVE LLC | GRASS                                           | 11/18/2024 | 12/2/2024  |   | 1             | NO  |
| 447 |   |              | 12425 N FARMDALE ROAD        | DALE OR MARTHA HUBERT                 | TEMPORARY STRUCTURE                             | 11/18/2024 | 12/2/2024  |   | 1             | NO  |
| 448 |   |              | 2710 W HICKORY LANE          | LEANN BENZ                            | OUTSIDE STORAGE                                 | 11/18/2024 | 12/2/2024  |   | 1             | NO  |
| 449 |   |              | 10960 N CEDARBURG ROAD       | KWIK TRIP                             | NO RIGHT TURN SIGN                              | 11/19/2024 | 11/28/2024 |   | 1             | NO  |
| 450 | 1 |              | 12220 W HIGHLAND ROAD        | MICHAEL WOLLNER OR JAMIE GROTH        | OUTSIDE STORAGE/PARKING                         | 12/13/2024 | 1/1/2025   |   | 1             | NO  |
| 451 |   |              | 11050 N RIVER ROAD           | ROBERT STERN                          | SIGN                                            | 12/19/2024 | 12/19/2024 |   | #5 CITATION 1 | NO  |



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

www.ci.mequon.wi.us

Office of Community Development

**TO: Common Council**  
**FROM: Kim Tollefson, Director of Community Development**  
**DATE: January 14, 2025**  
**SUBJECT: RESOLUTION 4168 A Resolution Authorizing a Final Plat for Swan Ridge Farms - Phase I, Allowing Forty-One (41) Single-Family Lots on the Property Located Immediately South and West of 10129 North Swan Road**

### **Background**

The applicant, Point RE, is requesting final plat approval for the first phase of the Swan Ridge Farms subdivision containing 41 of the 83 lots within this conservation subdivision. It is located on the property immediately south of and west of 10129 N. Swan Road. The preliminary plat was approved on February 24, 2023. This phase generally includes approximately 3,100 feet of roadway and sidewalk extension, and sewer, water, and storm sewer extension.

### **Analysis**

The developer requests final plat approval for this subdivision, which includes 41 single-family lots. The final plat is consistent with the approved preliminary plat. All of the improvements associated with this phase have been installed in accordance with the development agreement.

### **Fiscal Impact**

#### **Revenue**

The developer estimates that home/lot packages will range from \$575,000 to \$900,000, with annual City tax revenue between \$325,000 and \$512,000 for Phase I.

#### **Anticipated Expenditures**

As the City continues to grow through development and contributions of infrastructure assets, the addition of these new assets, including roads, sidewalks, utilities, stormwater facilities, and other public assets, will increase demand on the City's resources. Each new asset requires ongoing maintenance, repairs, and eventual replacement, which must be funded through public resources.

Moreover, staff must allocate time and labor to oversee the upkeep and long-term management of these assets. This expansion potentially requires financial adjustments to maintain the expected level of service. The City will be receiving the following non-utility assets, shown with approximate installed values (in 2024 dollars):

- Streets: 3,075 feet; \$275,000 (pavement, curb, and shoulder cost)
- Sidewalks: 1,865 feet; \$69,000
- Stormwater pipes and structures (includes public and private): 7,800 feet of storm sewer and sump collector; \$682,000

- Signs: 10 signs; \$8,250
- Sanitary sewer main and laterals: 5,250 feet; \$628,000
- Water distribution main and laterals: 3,690 feet; \$353,000

**Recommendation**

On December 2, 2024, the Planning Commission recommended approval by a vote of 7-0.

Attachments:

2165.00 FINAL PLAT            (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4168

A Resolution Authorizing a Final Plat for Swan Ridge Farms - Phase I, Allowing Forty-One (41) Single-Family Lots on the Property Located Immediately South and West of 10129 North Swan Road

**RECITALS**

A. The Common Council granted approval for the first phase of Swan Ridge Farms, a 41-lot development, and the preliminary plat for the subdivision on February 24, 2023.

B. The developer has sought approval of the final plat for the development, which consists of 41 single-family homes.

C. The Planning Commission granted Final Plat approval for the property on December 2, 2024.

D. The development agreement provides for the installation of improvements and the payment of fees in accordance with the City Engineer's report.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that the Final Plat for Swan Ridge Farms - Phase I is approved, that the appropriate City officials are hereby authorized to execute the same, and upon completion of all required conditions identified by the Planning Commission on December 2, 2024, which are incorporated herein by reference, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: January 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

\_\_\_\_\_  
Caroline Fochs, City Clerk



- LEGEND:**
- - Denotes Found 2" O/D Iron Pipe
  - - Denotes Found 1" O/D Iron Pipe
  - - Denotes Set 1-1/4" x 18" Iron Rebar, 4.3 LBS./FT.
  - All other corners set are 3/4" x 18" Iron Rebar, 1.5 LBS./FT.
  - SF - Denotes lot areas to the nearest square foot.

- NOTES:**
- SEE ADDITIONAL NOTES ON SHEET 2.
  - SEE DRAINAGE EASEMENTS AND 10' WIDE PEDESTRIAN & BICYCLE EASEMENT ON SHEET 3.
  - SEE DRAIN TILE EASEMENTS ON SHEET 4.
  - SEE ADDITIONAL NOTES, AND CURVE DATA ON SHEET 5.
  - SEE WETLAND LINE TABLE ON SHEET 5.

All measurements have been made to the nearest one-hundredth of a foot.  
All angular measurements have been made to the nearest one second.

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

**BEING A PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN**

# SWAN RIDGE FARMS

Prepared by:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888  
WWW.PINNACLE-ENGR.COM

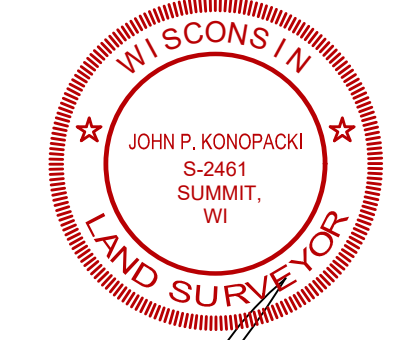
Owner/Subdivider  
MK/5-EP, LLC  
Attn: Michael J. Kaereh  
11600 West Lincoln Avenue  
West Allis, WI 53227  
414-321-5300

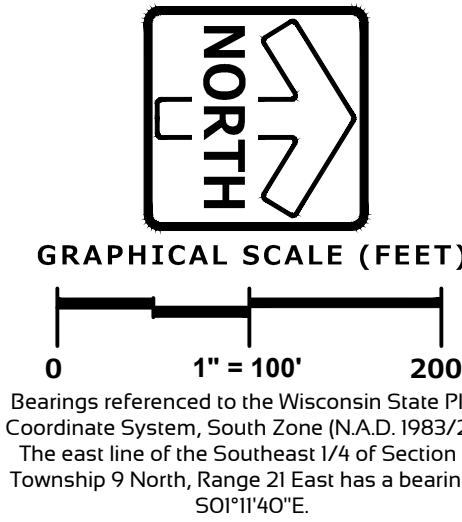
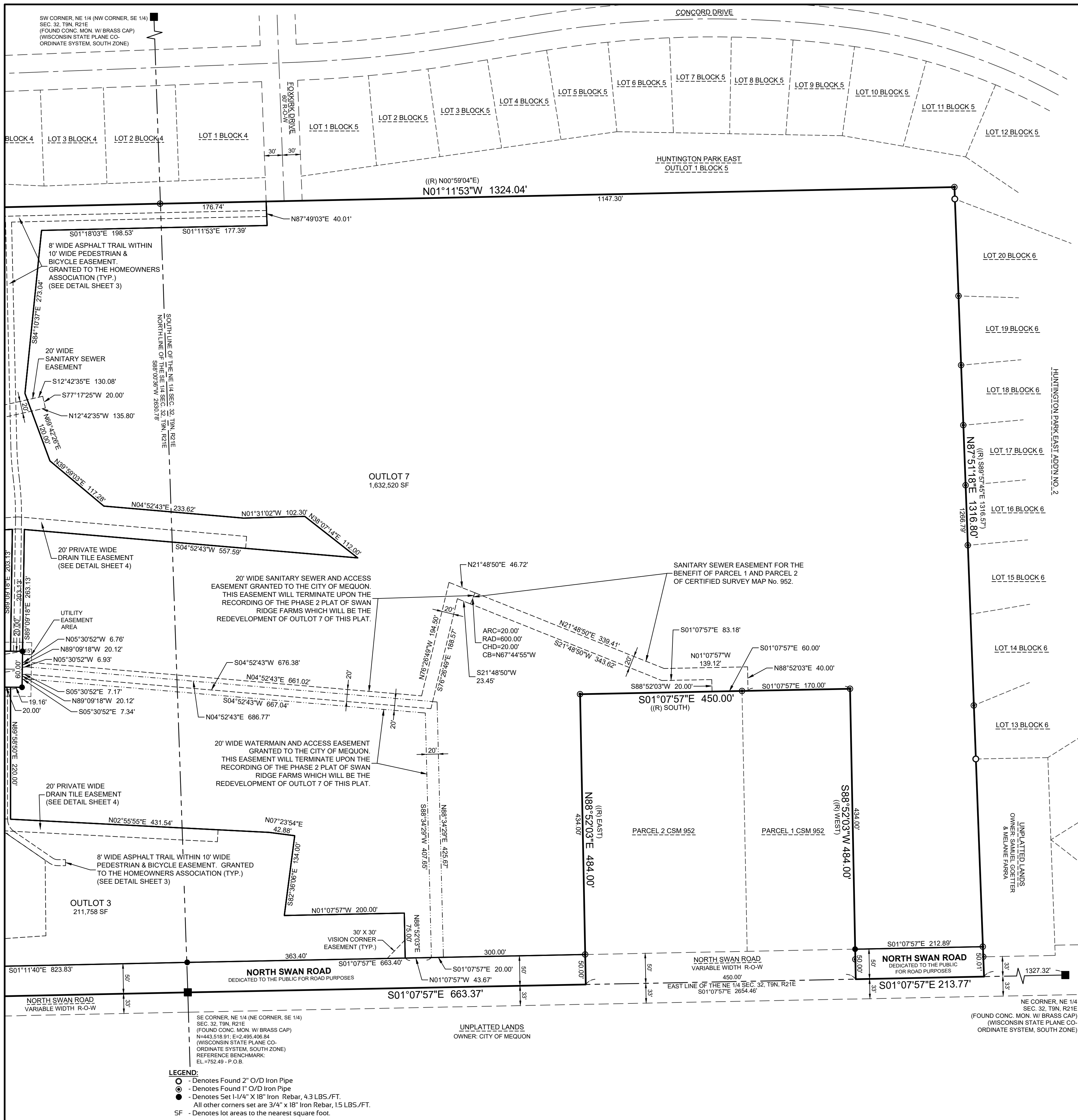
There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

DATE: SEPTEMBER 20, 2024  
REVISED: DECEMBER 5, 2024

Department of Administration





- NOTES:**
- FLOOD ZONE CLASSIFICATION: THE PROPERTY LIES WITHIN ZONE "X" OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 55089C0234F WITH AN EFFECTIVE DATE OF DECEMBER 4, 2007. ZONE "X" AREAS ARE DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
  - VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (12), (NAVD88). CONTOURS ARE SHOWN AT A 1' INTERVAL BASED ON ACTUAL GROUND SURVEY OF THE CURRENT TERRAIN. REFERENCE BENCHMARK: CONCRETE MONUMENT WITH BRASS CAP AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SECTION 32, TOWN 9 NORTH, RANGE 21 EAST, ELEVATION = 752.49.
  - VISION CORNER EASEMENT: NO OBSTRUCTIONS GREATER THAN THREE FEET IN HEIGHT (WITH THE EXCEPTIONS OF NECESSARY STREET SIGNS AND PUBLIC UTILITY LINES) ABOVE THE ELEVATION OF THE STREET INTERSECTION SHALL BE PERMITTED WITHIN THE TRIANGULAR SPACE FORMED BY ANY TWO EXISTING OR PROPOSED INTERSECTION LOCAL OR COLLECTOR STREET, RIGHT-OF-WAY LINES AND A LINE JOINING POINTS ON SUCH LINES LOCATED A MINIMUM OF 30 FEET FROM THEIR INTERSECTION.
  - OUTLOT STATEMENT: EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP IN OUTLOTS 1 THROUGH 6. OZAUKEE COUNTY AND CITY OF MEQUON SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OWNERSHIP OF OUTLOT 7 SHALL BE RETAINED BY MKS-EP, LLC FOR FUTURE DEVELOPMENT.
  - THE PLAY AREA, SHELTER AND FIRE PIT ARE A PRIVATE NEIGHBORHOOD AMENITY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. THERE IS NO OFF-STREET PARKING. THE ASPHALT TRAILS IN THE OUTLOTS ARE PRIVATE, OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
  - THE PLAT OF SWAN RIDGE FARMS IS SUBJECT TO THE DECLARATION OF TREE PRESERVATION COVENANT, RECORDED BY SEPARATE DOCUMENT, AND THE CITY OF MEQUON TREE PRESERVATION ORDINANCE AND RESTRICTIONS:
    - It shall be unlawful to remove, injure, destroy, or undertake any procedure that may cause the death or substantial destruction of any specimen tree located anywhere on any land in the city without the express written permission of the city forester or his representative. Authorization for removal of any specimen tree located on any land in the city may be granted for dead or dying trees, diseased trees, damaged/injured trees to the extent that it is likely to die or become diseased or where removal will avoid or alleviate unreasonable difficulty or hardship or it constitutes a hazard to persons or property.
    - Documentation requesting removal shall be submitted to the city forester and planning commission as part of a landscape plan that shall provide for tree removal, tree replacement and additional tree planting.
    - If a specimen tree is proposed to be removed in the buildable area on any land in the city, the city forester shall review the site for any alternative building locations in order to preserve the specimen trees. If it is found that construction cannot occur on the platted lot, without removal of the specimen tree, the city forester and planning commission, may allow the tree(s) to be removed, and if necessary, the city forester may recommend the homeowner/developer seek setback and/or offset variances at the board of appeals in order to preserve specimen trees.
    - In the event the tree is unlawfully removed in violation with this subdivision, the forester will direct replacement based upon the replacement value as determined in accordance with the tree preservation guidelines.
  - WETLANDS WERE DELINEATED BY WETLAND & WATERWAY CONSULTING, LLC, DAVE MEYER (WDNR ASSURED WETLAND DELINEATION) ON NOVEMBER 13, 2021. SEE NOTES ON PLANS REGARDING US ARMY CORPS OF ENGINEER AND WDNR JURISDICTION ON NORTHERN MOST WETLANDS. WETLAND RESTRICTIONS:
    - Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, Ozaukee County, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.
    - The removal of topsoil or other earthen materials shall be prohibited.
    - The removal or destruction of any native vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, dying or diseased vegetation, non-indigenous species, or noxious weeds (as defined by local ordinance) at the discretion of a forester or naturalist and the approval of Ozaukee County.
    - Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited.
    - The introduction of plant material not indigenous to the existing environment of the wetland area or primary environmental corridor shall be prohibited.
    - Creation of a mown landscape, gardening, cultivating, or depositing yard waste of any type shall be prohibited.
    - Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Ozaukee County, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers.
    - Construction of buildings within the wetland boundary is prohibited.
  - PRIMARY ENVIRONMENTAL CORRIDOR (PEC) DELINEATED BY DAVE MEYER OF WETLAND & WATERWAY CONSULTING LLC ON JUNE 10, 2022 AND APPROVED BY SEWRPC ON FEBRUARY 8, 2023.
  - ALL RESIDENTIAL BUILDINGS SHALL COMPLY WITH THE CITY "GUIDELINES FOR RESIDENTIAL STRUCTURES" AND ARE SUBJECT TO THE CITY ARCHITECTURAL REVIEW BOARD.
  - ALL LOTS SHALL BE SERVED BY MUNICIPAL SANITARY SEWER SUBJECT TO AN AMENDMENT TO THE CITY OF MEQUON SEWER SERVICE AREA, AND WATER.
  - ALL PUBLIC DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF MEQUON. ALL PRIVATE DRAINAGE EASEMENTS AND DRAIN TILE EASEMENTS ARE GRANTED TO THE SWAN RIDGE FARMS HOMEOWNERS ASSOCIATION AND THE CITY OF MEQUON.

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

**PINNACLE ENGINEERING GROUP**

**SWAN RIDGE FARMS**

BEING A PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

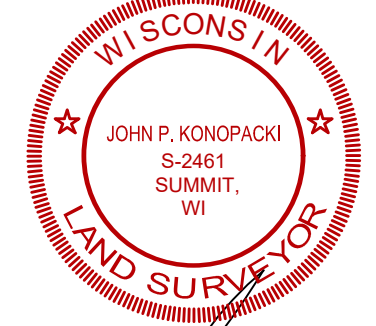
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20725 WATERTOWN ROAD 1 SUITE 100  
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OFFICE: (262) 754-8888  
WWW.PINNACLE-ENGR.COM

Owner/Subdivider  
MK/S-EP, LLC  
Attn: Michael J. Kaerch  
11600 West Lincoln Avenue  
West Allis, WI 53227  
414-321-5300

There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.

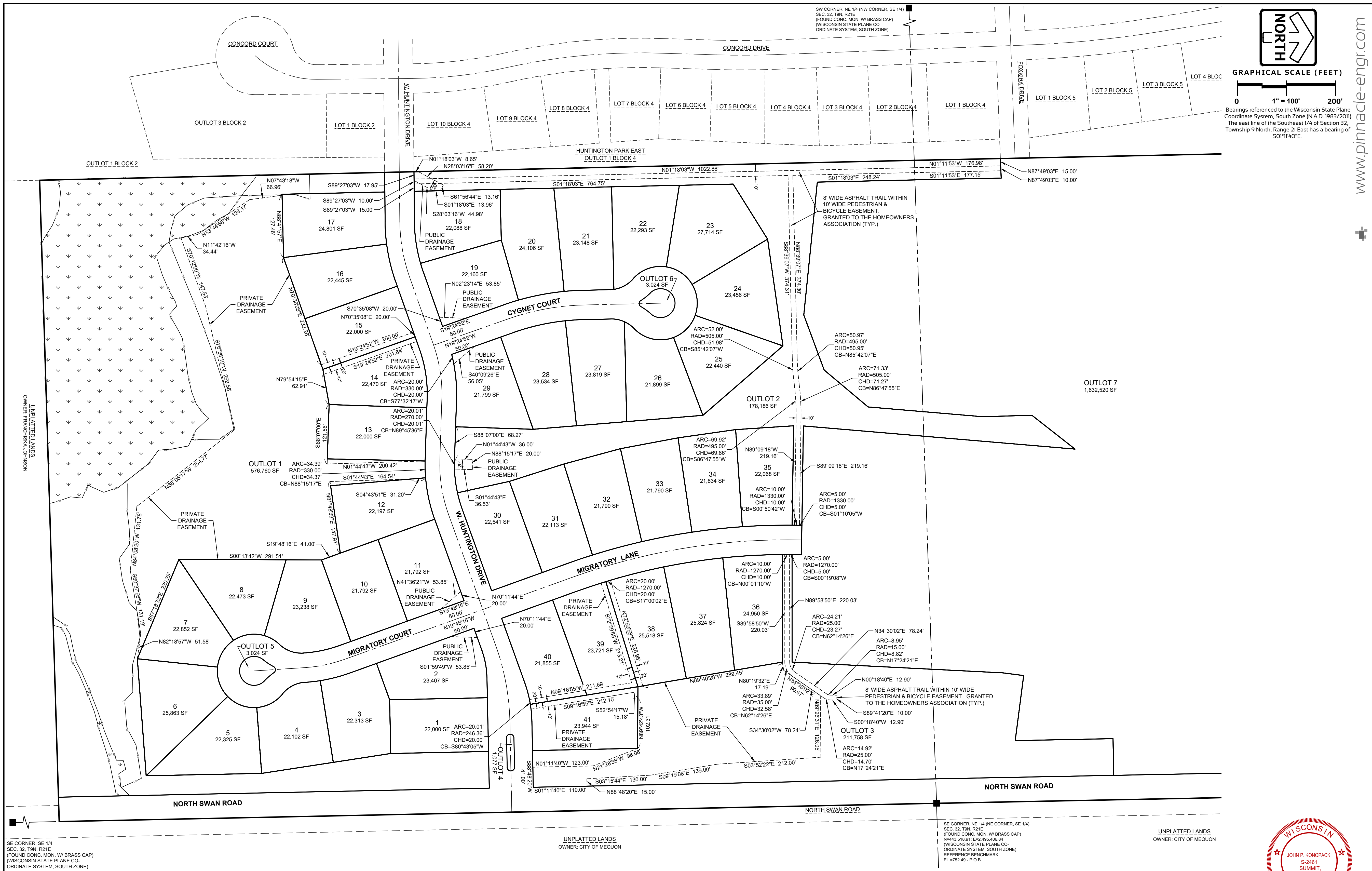
Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



DATE: SEPTEMBER 20, 2024  
REVISED: DECEMBER 5, 2024

PEG JOB# 2165.00WI  
SHEET 2 OF 5



SE CORNER, SE 1/4  
SEC. 32, T9N, R21E  
(FOUND CONC. MON. W/ BRASS CAP)  
(WISCONSIN STATE PLANE CO-  
ORDINATE SYSTEM, SOUTH ZONE)

UNPLATTED LANDS  
OWNER: CITY OF MEQUON

SE CORNER, NE 1/4 (NE CORNER, SE 1/4)  
SEC. 32, T9N, R21E  
(FOUND CONC. MON. W/ BRASS CAP)  
N=443,518.91; E=2,495,406.84  
(WISCONSIN STATE PLANE CO-  
ORDINATE SYSTEM, SOUTH ZONE)  
REFERENCE BENCHMARK:  
EL.=752.48 - F.O.B.

UNPLATTED LANDS  
OWNER: CITY OF MEQUON

Prepared by:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
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Department of Administration



DATE: SEPTEMBER 20, 2024  
REVISED: DECEMBER 5, 2024

PEGJOB#2165.00WI  
SHEET 3 OF 5

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

**SWAN RIDGE FARMS**  
BEING A PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 AND SE 1/4 OF THE SE 1/4  
OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



GRAPHICAL SCALE (FEET)  
0 1" = 100' 200'  
Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). The east line of the Southeast 1/4 of Section 32, Township 9 North, Range 21 East has a bearing of S01°11'40"E.

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SE CORNER, SE 1/4  
SEC. 32, T9N, R21E  
(FOUND CONC. MON. W/ BRASS CAP)  
(WISCONSIN STATE PLANE CO-  
ORDINATE SYSTEM, SOUTH ZONE)

UNPLATTED LANDS  
OWNER: CITY OF MEQUON

SE CORNER, NE 1/4 (NE CORNER, SE 1/4)  
SEC. 32, T9N, R21E  
(FOUND CONC. MON. W/ BRASS CAP)  
N=443,518.91; E=2,495,406.84  
(WISCONSIN STATE PLANE CO-  
ORDINATE SYSTEM, SOUTH ZONE)  
REFERENCE BENCHMARK:  
EL.=752.49 - F.O.B.

UNPLATTED LANDS  
OWNER: CITY OF MEQUON

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

# SWAN RIDGE FARMS

BEING A PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 AND SE 1/4 OF THE SE 1/4  
OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

Prepared by:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD 1 SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888  
WWW.PINNACLE-ENGR.COM

Owner/Subdivider  
MK/S-EP, LLC  
Attn: Michael J. Kaerek  
11600 West Lincoln Avenue  
West Allis, WI 53227  
414-321-5300

There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

Department of Administration



DATE: SEPTEMBER 20, 2024  
REVISED: DECEMBER 5, 2024

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 32, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin, described as follows:

Beginning at the northeast corner of the Southeast 1/4 of said Section 32; thence South 01°11'40" East along the east line of said Southeast 1/4, 1794.42 feet; thence South 88°15'09" West, 1311.84 feet to the east line of Huntington Park East, a recorded subdivision; thence North 01°18'03" West along said east line, 1788.34 feet; thence North 01°11'53" West along said east line, 1324.04 feet; thence North 87°51'18" East along a south line of said Huntington Park East and then along the south line of Huntington Park East Addition No. 2, a recorded subdivision, 1316.80 feet to the east line of the Northeast 1/4 of said Section 32; thence South 01°07'57" East along said east line, 213.77 feet; thence South 88°52'03" West and then along the north line of Certified Survey Map No. 952, 484.00 feet; thence South 01°07'57" East along the west line of said Certified Survey Map, 450.00 feet; thence North 88°52'03" East along the south line of said Certified Survey Map, 484.00 feet to the aforesaid east line of the Northeast 1/4; thence South 01°07'57" East along said east line, 663.37 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 3,879,369 square feet (89.0581 acres) of land Gross and 3,745,800 square feet (85.9917 acres) of land Net more or less.

That I have made such survey, land division and map by the direction of MK/S-EP, LLC, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Mequon Land Division Ordinance in surveying, mapping and dividing the land within the subdivision.

Date: SEPTEMBER 20, 2024  
Revised: DECEMBER 5, 2024



John P. Konopacki  
Professional Land Surveyor S-2461

OWNER'S CERTIFICATE OF DEDICATION

MK/S-EP, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

MK/S-EP, LLC, as owner, does further certify that this plat is required by s236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- City of Mequon
- Department of Administration

IN WITNESS WHEREOF, the said MK/S-EP, LLC has caused these presents to be signed by Michael J. Kaerek, its Member, at (city) \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

In the presence of: MK/S-EP, LLC

Michael J. Kaerek - Member

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, Michael J. Kaerek - Member, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such Member of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

MK/S-EP, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC,  
Wisconsin corporations doing business as We Energies, Grantee,

SPECTRUM MID-AMERICA, LLC, Grantee, and

WISCONSIN BELL, INC., doing business as AT&T WISCONSIN, a Wisconsin corporation, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Mequon, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Date \_\_\_\_\_ Andrew Nerburn, Mayor

Date \_\_\_\_\_ Caroline Fochs, City Clerk

CITY OF MEQUON FINANCE CERTIFICATE

I, Brenda Arnett, being the duly elected, qualified, and Director of Finance for the City of Mequon, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, on any of the land included in the plat of SWAN RIDGE FARMS.

Date \_\_\_\_\_ Brenda Arnett, Director of Finance

OZAUKEE COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)  
OZAUKEE COUNTY) SS

I, Sandra Tretow, being duly elected, qualified and acting Treasurer of Ozaukee County, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, on any of the lands in the plat of SWAN RIDGE FARMS.

Date \_\_\_\_\_ Sandra Tretow, Ozaukee County Treasurer

Prepared by:  
PINNACLE ENGINEERING GROUP  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888  
WWW.PINNACLE-ENGR.COM

Owner/Subdivider  
MK/S-EP, LLC.  
Attn: Michael J. Kaerek  
11600 West Lincoln Avenue  
West Allis, WI 53227  
414-321-5300

There are no objections to this plat with respect to  
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

Department of Administration



SWAN RIDGE FARMS

BEING A PART OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 AND SE 1/4 OF THE SE 1/4  
OF SECTION 32, T9N, R21E, CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

| CURVE TABLE |         |         |          |            |               |           |             |               |
|-------------|---------|---------|----------|------------|---------------|-----------|-------------|---------------|
| CURVE NO.   | LOT NO. | ARC     | RADIUS   | DELTA      | CHORD BEARING | CH LENGTH | TANGENT IN  | TANGENT OUT   |
| 1           | O.L. 4  | 23.56'  | 7.50'    | 180°00'00" | N01°11'40"W   | 15.00'    | N88°48'20"E | S88° 48' 20"W |
| 2           | O.L. 4  | 23.56'  | 7.50'    | 180°00'00" | S01°11'40"E   | 15.00'    | S88°48'20"W | N88° 48' 20"E |
| 3           | 2       | 55.66'  | 171.36'  | 18°36'36"  | S79°30'02"W   | 55.42'    | S88°48'20"W | S70° 11' 44"W |
| 4           | -       | 158.58' | 488.24'  | 18°36'36"  | S79°30'02"W   | 157.89'   | S88°48'20"W | S70° 11' 44"W |
| 5           | -       | 80.02'  | 246.36'  | 18°36'36"  | S79°30'02"W   | 79.67'    | S88°48'20"W | S70° 11' 44"W |
| -           | 41      | 34.77'  | 246.36'  | 8°05'14"   | S84°45'42"W   | 34.75'    |             |               |
| -           | 40      | 45.25'  | 246.36'  | 10°31'21"  | S75°27'25"W   | 45.18'    |             |               |
| 6 SOUTH     | -       | 124.91' | 330.00'  | 21°41'16"  | S81°02'22"W   | 124.17'   | N88°07'00"W | S70° 11' 44"W |
| -           | 12      | 86.82'  | 330.00'  | 15°04'26"  | S77°43'57"W   | 86.57'    |             |               |
| -           | O.L. 1  | 34.39'  | 330.00'  | 5°58'16"   | S88°15'17"W   | 34.37'    |             |               |
| -           | 13      | 3.70'   | 330.00'  | 0°38'35"   | N88°26'18"W   | 3.70'     |             |               |
| 6 C/L       | -       | 113.56' | 300.00'  | 21°41'16"  | S81°02'22"W   | 112.88'   | N88°07'00"W | S70° 11' 44"W |
| 6 NORTH     | -       | 102.20' | 270.00'  | 21°41'16"  | S81°02'22"W   | 101.59'   | N88°07'00"W | S70° 11' 44"W |
| -           | 30      | 34.96'  | 270.00'  | 7°25'06"   | S73°54'17"W   | 34.93'    |             |               |
| -           | O.L. 2  | 67.24'  | 270.00'  | 14°16'10"  | S84°44'55"W   | 67.07'    |             |               |
| 7 SOUTH     | 14      | 100.36' | 270.00'  | 21°17'51"  | S81°14'04"W   | 99.79'    | N88°07'00"W | S70° 35' 08"W |
| 7 C/L       | -       | 111.51' | 300.00'  | 21°17'51"  | S81°14'04"W   | 110.87'   | N88°07'00"W | S70° 35' 08"W |
| 7 NORTH     | 29      | 92.62'  | 330.00'  | 16°04'54"  | S83°50'33"W   | 92.32'    | N88°07'00"W | S75° 48' 06"W |
| 8 SOUTH     | -       | 125.12' | 380.00'  | 18°51'55"  | S80°01'06"W   | 124.55'   | S89°27'03"W | S70° 35' 08"W |
| -           | 16      | 79.27'  | 380.00'  | 11°57'07"  | S76°33'42"W   | 79.13'    |             |               |
| -           | 17      | 45.85'  | 380.00'  | 6°54'47"   | S85°59'39"W   | 45.82'    |             |               |
| 8 C/L       | -       | 115.24' | 350.00'  | 18°51'55"  | S80°01'06"W   | 114.72'   | S89°27'03"W | S70° 35' 08"W |
| 8 NORTH     | -       | 105.36' | 320.00'  | 18°51'55"  | S80°01'06"W   | 104.89'   | S89°27'03"W | S70° 35' 08"W |
| -           | 19      | 18.60'  | 320.00'  | 3°19'53"   | S72°15'05"W   | 18.60'    |             |               |
| -           | 18      | 86.76'  | 320.00'  | 15°32'01"  | S81°41'02"W   | 86.49'    |             |               |
| 9           | O.L. 5  | 137.05' | 29.50'   | 266°10'56" | N86°20'08"E   | 43.09'    | S39°25'36"W | N46° 45' 20"W |
| 10          | O.L. 5  | 25.07'  | 122.50'  | 11°43'27"  | N40°53'37"W   | 25.02'    | N35°01'53"W | N46° 45' 20"W |
| 11          | O.L. 5  | 15.35'  | 7.50'    | 117°15'58" | S86°20'08"W   | 12.81'    | N35°01'53"W | S27° 42' 08"W |
| 12          | O.L. 5  | 25.07'  | 122.50'  | 11°43'27"  | S33°33'52"W   | 25.02'    | S39°25'36"W | S27° 42' 08"W |
| 13          | -       | 359.37' | 75.00'   | 274°32'09" | S86°20'12"W   | 101.79'   | N43°36'16"E | S50° 55' 53"E |
| -           | 4       | 61.12'  | 75.00'   | 46°41'17"  | S27°35'14"E   | 59.44'    |             |               |
| -           | 5       | 65.56'  | 75.00'   | 50°05'03"  | S20°47'56"W   | 63.49'    |             |               |
| -           | 6       | 65.56'  | 75.00'   | 50°05'03"  | S70°53'00"W   | 63.49'    |             |               |
| -           | 7       | 65.56'  | 75.00'   | 50°05'03"  | N59°01'57"W   | 63.49'    |             |               |
| -           | 8       | 65.56'  | 75.00'   | 50°05'03"  | N08°56'54"W   | 63.49'    |             |               |
| -           | 9       | 36.01'  | 75.00'   | 27°30'38"  | N29°50'57"E   | 35.67'    |             |               |
| 14          | 4       | 53.62'  | 65.00'   | 47°16'04"  | N27°17'51"W   | 52.12'    | N03°39'48"W | N50° 55' 53"W |
| 15          | 9       | 53.62'  | 65.00'   | 47°16'04"  | N19°58'14"E   | 52.12'    | N43°36'16"E | N03° 39' 48"W |
| 16 EAST     | -       | 92.97'  | 330.00'  | 16°08'28"  | N11°44'02"W   | 92.66'    | N03°39'48"W | N19° 48' 16"W |
| -           | 4       | 30.99'  | 330.00'  | 5°22'47"   | N06°21'12"W   | 30.97'    |             |               |
| -           | 3       | 61.98'  | 330.00'  | 10°45'40"  | N14°25'26"W   | 61.89'    |             |               |
| 16 C/L      | -       | 84.51'  | 300.00'  | 16°08'28"  | N11°44'02"W   | 84.23'    | N03°39'48"W | N19° 48' 16"W |
| 16 WEST     | 9       | 76.06'  | 270.00'  | 16°08'28"  | N11°44'02"W   | 75.81'    | N03°39'48"W | N19° 48' 16"W |
| 17 EAST     | -       | 467.71' | 1270.00' | 21°06'02"  | N09°15'15"W   | 465.07'   | N01°17'46"E | N19° 48' 16"W |
| -           | 39      | 62.15'  | 1270.00' | 2°48'14"   | N18°24'09"W   | 62.14'    |             |               |
| -           | 38      | 122.23' | 1270.00' | 5°30'51"   | N14°14'37"W   | 122.18'   |             |               |
| -           | 37      | 122.17' | 1270.00' | 5°30'42"   | N08°43'50"W   | 122.12'   |             |               |
| -           | 36      | 122.00' | 1270.00' | 5°30'15"   | N03°13'22"W   | 121.96'   |             |               |
| -           | O.L. 3  | 20.00'  | 1270.00' | 0°54'08"   | N00°01'10"W   | 20.00'    |             |               |
| -           | O.L. 7  | 19.16'  | 1270.00' | 0°51'52"   | N00°51'50"E   | 19.16'    |             |               |
| 17 C/L      | -       | 478.52' | 1300.00' | 21°05'25"  | N09°15'34"W   | 475.83'   | N01°17'09"E | N19° 48' 16"W |
| 17 WEST     | -       | 489.34' | 1330.00' | 21°04'49"  | N09°15'52"W   | 486.58'   | N01°16'33"E | N19° 48' 16"W |
| -           | 31      | 54.83'  | 1330.00' | 2°21'43"   | N18°37'25"W   | 54.82'    |             |               |
| -           | 32      | 104.56' | 1330.00' | 4°30'16"   | N15°11'25"W   | 104.53'   |             |               |
| -           | 33      | 104.56' | 1330.00' | 4°30'16"   | N10°41'09"W   | 104.53'   |             |               |
| -           | 34      | 103.63' | 1330.00' | 4°27'51"   | N06°12'06"W   | 103.60'   |             |               |
| -           | 35      | 101.76' | 1330.00' | 4°23'02"   | N01°46'40"W   | 101.74'   |             |               |
| -           | O.L. 2  | 20.00'  | 1330.00' | 0°51'42"   | N00°50'42"E   | 20.00'    |             |               |
| 18 EAST     | -       | 148.62' | 470.00'  | 18°07'05"  | N10°21'19"W   | 148.00'   | N01°17'46"W | N19° 24' 52"W |
| -           | 28      | 109.32' | 470.00'  | 13°19'35"  | N12°45'04"W   | 109.07'   |             |               |
| -           | 27      | 39.30'  | 470.00'  | 4°47'30"   | N03°41'31"W   | 39.29'    |             |               |
| 18 C/L      | -       | 158.11' | 500.00'  | 18°07'05"  | N10°21'19"W   | 157.45'   | N01°17'46"W | N19° 24' 52"W |
| 18 WEST     | -       | 167.60' | 530.00'  | 18°07'05"  | N10°21'19"W   | 166.90'   | N01°17'46"W | N19° 24' 52"W |
| -           | 19      | 31.97'  | 530.00'  | 3°27'20"   | N17°41'11"W   | 31.96'    |             |               |
| -           | 20      | 95.22'  | 530.00'  | 10°17'39"  | N10°48'42"W   | 95.10'    |             |               |
| -           | 21      | 40.41'  | 530.00'  | 4°22'06"   | N03°28'49"W   | 40.40'    |             |               |
| 19          | -       | 53.62'  | 65.00'   | 47°16'04"  | N22°20'16"E   | 52.12'    | N45°58'18"E | N01° 17' 46"W |
| -           | 27      | 29.01'  | 65.00'   | 25°34'23"  | N11°29'25"E   | 28.77'    |             |               |
| -           | 26      | 24.61'  | 65.00'   | 21°41'42"  | N35°07'27"E   | 24.47'    |             |               |
| 20          | -       | 53.62'  | 65.00'   | 47°16'04"  | N24°55'49"W   | 52.12'    | N01°17'46"W | N48° 33' 51"W |
| -           | 21      | 8.12'   | 65.00'   | 7°09'31"   | N04°52'32"W   | 8.12'     |             |               |
| -           | 22      | 45.50'  | 65.00'   | 40°06'34"  | N28°30'34"W   | 44.58'    |             |               |
| 21          | -       | 359.37' | 75.00'   | 274°32'09" | S88°42'14"W   | 101.79'   | N45°58'18"E | S48° 33' 51"E |
| -           | 26      | 87.28'  | 75.00'   | 66°40'19"  | N12°38'08"E   | 82.43'    |             |               |
| -           | 25      | 65.56'  | 75.00'   | 50°05'03"  | N45°44'33"W   | 63.49'    |             |               |
| -           | 24      | 65.56'  | 75.00'   | 50°05'03"  | S84°10'23"W   | 63.49'    |             |               |
| -           | 23      | 65.56'  | 75.00'   | 50°05'03"  | S34°05'20"W   | 63.49'    |             |               |
| -           | 22      | 75.41'  | 75.00'   | 57°36'39"  | S19°45'31"E   | 72.28'    |             |               |
| 22          | O.L. 6  | 137.05' | 29.50'   | 266°10'59" | N88°42'14"E   | 43.09'    | S41°47'43"W | N44° 23' 16"W |
| 23          | O.L. 6  | 25.07'  | 122.50'  | 11°43'27"  | S35°56'00"W   | 25.02'    | S41°47'43"W | S30° 04' 17"W |
| 24          | O.L. 6  | 15.35'  | 7.50'    | 117°15'54" | S88°42'14"W   | 12.81'    | N32°39'49"W | S30° 04' 17"W |
| 25          | O.L. 6  | 25.07'  | 122.50'  | 11°43'27"  | N38°31'33"W   | 25.02'    | N32°39'49"W | N44° 23' 16"W |



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

PINNACLE ENGINEERING GROUP



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

www.ci.mequon.wi.us

Office of Community Development

**TO: Common Council**  
**FROM: Kim Tollefson, Director of Community Development**  
**DATE: January 14, 2025**  
**SUBJECT: ORDINANCE 2025-1674 An Ordinance Amending the Following in Connection with the Development of a 5.13 Acre Parcel Located at 14319 N. Port Washington Road: A) The City's Zoning Map within Chapter 58 of the Mequon Municipal Code, from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial; and B) The City's Land Use Plan Map from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial**

### **Background**

Within the last several years, the City has established the Ulao Creek Neighborhood and proactively rezoned all parcels located within this 750-acre area. In conjunction with the neighborhood's establishment, the property located at 14319 N. Port Washington Road, consisting of 33.56 acres, was rezoned. The City created split zoning for this parent parcel, recognizing that commercial is appropriate at the intersection of N. Port Washington Road and Pioneer Road. At the time, the City established the zoning distinction on the parcel at a minimum lot size of two (2) acres for the portion of property adjacent to the intersection as Ulao Creek Neighborhood Commercial (UCNC), and the remainder as Ulao Creek Senior Housing (UCSH).

### **Analysis**

At the September 23, 2024, Planning Commission meeting, action was taken to approve a Certified Survey Map for the 33.56-acre parent parcel. Lot 2 is the subject site of a new, commercial development in accordance with the Ulao Creek Neighborhood's Commercial Zoning District standards. Therefore, a modification to the Zoning District boundary between UCNC and UCSH should occur, so there is not a split zoning district boundary on the proposed Lot 2. City staff initiated the rezoning of Lot 2 so that the proposed lot is entirely zoned as UCNC. Initially, Lot 2 was proposed at approximately 3 acres however after consideration of site conditions and on-site sewage disposal facilities and the potential of commercial use expansion in the future, Lot 2 has been increased to 5.13 acres. Lot 1 remains as UCSH.

### **Fiscal Impact**

The proposed amendment to the City's Zoning Map and Land Use Plan Map is fiscally neutral.

### **Recommendation**

On September 23, 2024, the Planning Commission approved a recommendation in favor of approving the proposed ordinance by a vote of 8-0.

**Attachments:**

Ex A Zoning Map and Land Use Plan Map (PDF)

Property Details (PDF)

Development Rendering (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

ORDINANCE 2025-1674

An Ordinance Amending the Following in Connection with the Development of a 5.13 Acre Parcel Located at 14319 N. Port Washington Road: A) The City's Zoning Map within Chapter 58 of the Mequon Municipal Code, from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial; and B) The City's Land Use Plan Map from Ulao Creek Neighborhood Commercial and Ulao Creek Senior Housing to Ulao Creek Neighborhood Commercial

**RECITALS**

A. The applicant, ODRE 1, LLC, desires to develop on 5.13 acres located at 14319 N. Port Washington Road.

B. The property currently has split zoning of both Ulao Creek Neighborhood Commercial (UCNC) and Ulao Creek Senior Housing (UCSH).

C. In order to complete the proposed development, the applicant has sought to rezone the property to UCNC and to amend the City's Land Use Plan Map to Ulao Creek Neighborhood Commercial, in order to remove the current split zoning.

D. The Planning Commission, by majority vote, adopted a recommendation to approve the rezoning request on the 23rd day of September 2024.

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

F. Based upon the Planning Commission's recommendation and following a public hearing before the Common Council on February 11, 2025, the Common Council has determined that amendments to the City's Zoning Map and Land Use Plan Map within Chapter 58 of the Mequon Municipal Code, are appropriate.

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

**SECTION I**

1. The City of Mequon Land Use Plan Map, attached hereto as Exhibit A, is hereby amended to designate the 5.13 acres of property illustrated in the Certified Survey Map as "Ulao Creek Neighborhood Commercial".

2. The City of Mequon Zoning Map, also attached hereto as Exhibit A, is hereby amended so as to change the zoning classification of the 5.13 acres of property illustrated in the Certified Survey Map as Ulao Creek Neighborhood Commercial (UCNC).

## **SECTION II**

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

## **SECTION III**

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

## **SECTION IV**

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

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved:        January 14, 2025

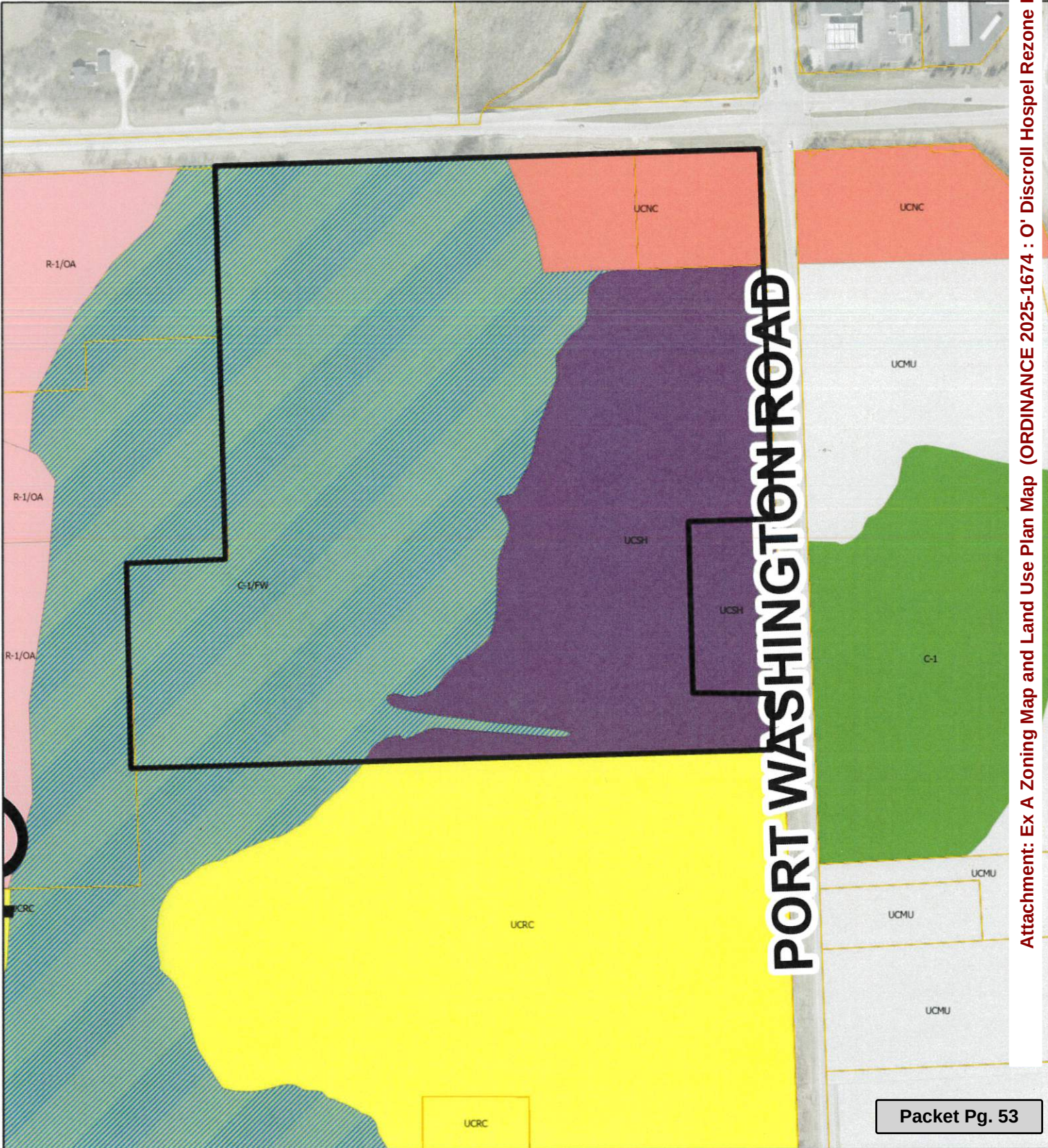
I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

\_\_\_\_\_  
Caroline Fochs, City Clerk

Published: \_\_\_\_\_

## EXHIBIT A: Zoning Map & Land Use Plan Map

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







UPDATED

DATE: 08/21/2024  
PROJECT NO: 2406-006

# HOSPEL DEVELOPMENT CONCEPT

14319N N PORT WASHINGTON RD,  
MEQUON, WISCONSIN

DAN BEYER ARCHITECTS

Copyright 2024, Dan Beyer Architects

6.k.1.c

Attachment: Development Rendering (ORDINANCE 2025-1674 : O' Discroll Hospel Rezone LU Plan)



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

www.ci.mequon.wi.us

Office of Public Works

**TO: Common Council**  
**FROM: Justin Bodoh, Building Superintendent**  
**DATE: January 14, 2025**  
**SUBJECT: RESOLUTION 4169 A Resolution Awarding a Contract for the Upgrade of the City of Mequon Community Pool Gutter System Badger Pools of Prairie du Sac, Wisconsin, in an Amount Not-to-Exceed \$142,365**

### **Background**

As noted in the Committee of the Whole agenda item regarding the Mequon Community Pool, operating the pool for the 2025 season requires replacement of the C807 tiles in the gutter system with a PVC overlay. This will prevent injuries to patrons caused by broken or missing tiles, although any current leaks in the gutter system will persist.

A complete replacement of the gutter system is projected to cost nearly \$500,000, therefore Staff is recommending the described repair instead, given the Council's desire to build a new aquatic facility in the future.

### **Analysis**

On December 19, 2024, building staff put out a notice to bidders for PVC overlay of the existing gutter system. While not an ideal time to bid on a project, bidding now was the only way to ensure that the pool could open for the 2025 season.

Only one bid was received from Badger Pools. The scope of work limits the qualified contractors to complete the work and of three qualified contractors, two indicated they did not have time to complete the work prior to the start of the season.

The main pool vessel is approximately 408 linear feet, while the kiddie pool measures approximately 30 linear feet. The gutter system of the main pool vessel shows a majority of the damage, whereas the kiddie pool could remain functional for another couple of years.

This project entails:

- Removal of the C807 tile.
- Leveling gutter system substrate.
- Installing a PVC handhold with gutter grating over the existing gutter system.

The contractor will be able to connect the new system to the original gutter system, thus avoiding disturbance to the original asbestos gutter system and plumbing located under the pool deck.

In contrast, a full gutter system replacement would necessitate the following:

- Removal of 75% of the existing pool deck.
- Removal of asbestos plumbing.
- Cutting into the pool for a complete gutter system replacement.

As previously identified, a full gutter system replacement would result in a project cost of over \$500,000.

**Fiscal Impact**

The building division pool capital account was funded with \$125,000 for the 2025 season. The main pool vessel gutter system should be replaced at the bid amount of \$129,425. As is standard practice for capital projects, Staff recommends award with a 10% contingency project cost for a total of \$142,365.

Replacement of the kiddie pool gutter system was also bid at \$23,100. The gutter system at the kiddie pool is in a better condition than that of the main pool. Staff is not recommending award of that portion of the project and would recommend simply closing the kiddie pool if the gutter system fails.

**Recommendation**

A recommendation is forthcoming from the Committee of the Whole on January 14, 2025.

Attachments:

DuraTech Bullnose Handhold(PDF)

DuraTech Gutters (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4169

A Resolution Awarding a Contract for the Upgrade of the City of Mequon Community Pool  
Gutter System Badger Pools of Prairie du Sac, Wisconsin, in an Amount Not-to-Exceed  
\$142,365

**RECITALS**

- A. The Buildings Division of the Department of Public Works has received bids for City of Mequon Community Pool Gutter System Upgrade.
- B. The bids were reviewed by staff for compliance with the required specifications.
- C. Adequate funds will be available supplemented by a borrowing in addition to the Swimming Pool Equipment / Bldg/Imprv. - Pool Improvement account (410798 730011 10037).
- D. The Committee of a Whole, at its meeting on January 14, 2025, approved recommendation.

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

- 1. Staff is authorized to award the bid for the gutter system upgrade of the main pool vessel in the amount of \$129,425, plus a 10% contingency.
- 2. The Agreement for Community Pool Gutter System Upgrade, as let for bid, is approved and awarded to Badger Pools of Prairie du Sac, Wisconsin, in an amount not to exceed \$142,365, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 3. Upon approval of the contracts by the City Attorney, the Mayor and City Clerk are authorized and directed to execute and deliver the same.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: January 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

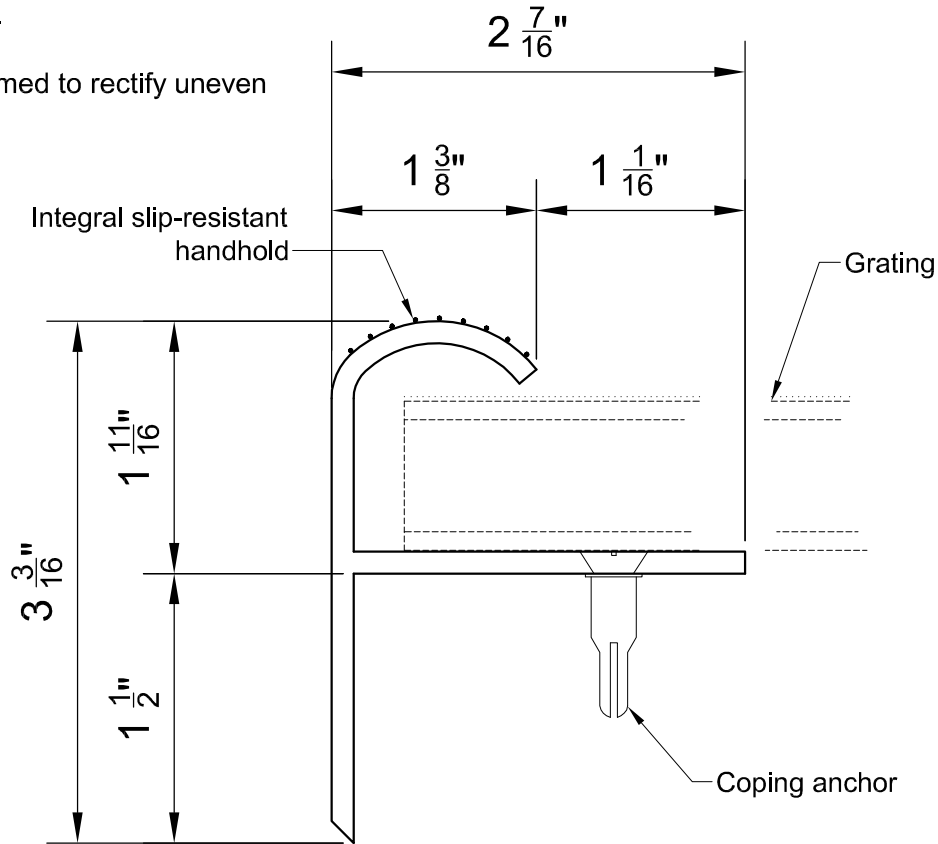
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Caroline Fochs, City Clerk

### Design & Product Information:

DuraTech PVC coping is formulated with maximum U.V. inhibitors added to 100% virgin exterior grade impact resistant PVC resin. Integral slip-resistance is embossed into the coping handhold as a safety feature. White only available.

Coping can be shimmed to rectify uneven applications.



X

Authorization to Fabricate:

Date:

## DuraTech<sup>TM</sup> Coping

### PVC Grating U.V.

poolequip.com

2825 East 55th Place  
Indianapolis, IN 46220  
Phone: 317-251-0207  
Fax: 317-251-0360

Project: For Sales Purposes Only

Date: 07/25/16

Drawn by: TJS

Appr'd by:

DWG #:

Scale: N/A

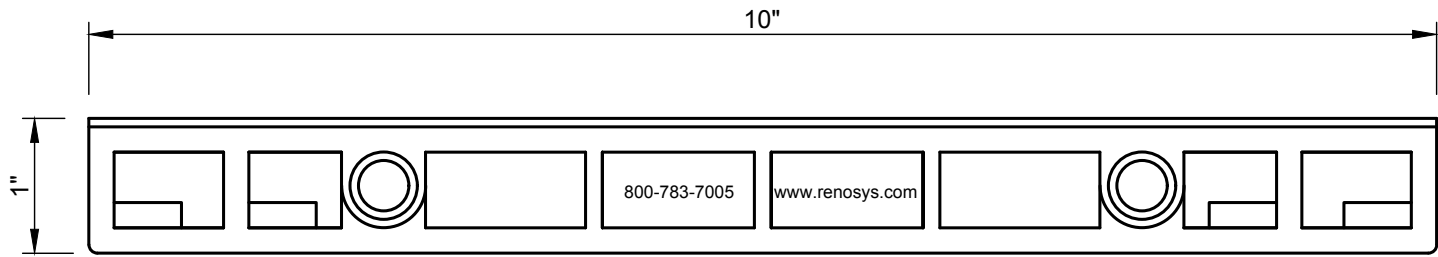
Issue Date:

Item #:

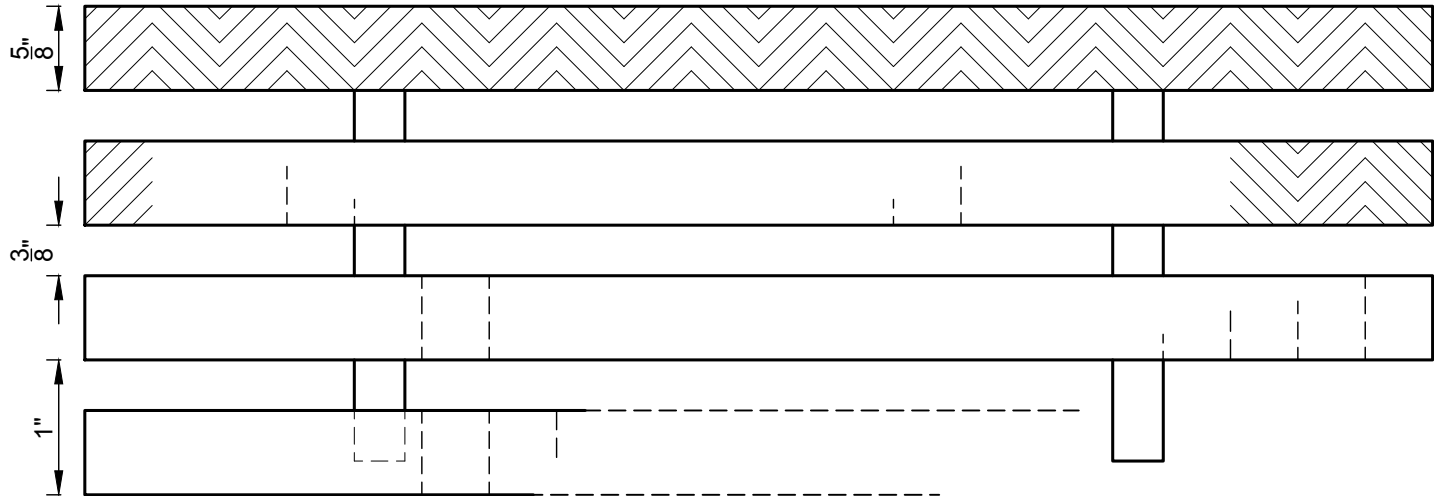
1 of 1

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Packet Pg. 60



Side View



Top View

## Technical Data:

- Width of Bar top 5/8" wide
- Gap between bars 3/8" wide (Max)
- Open area/sq. ft. 37.5%
- Grating Height 1"
- Deflection at 300 lbs per ASTM D790-10 3/16"
- Surface Texture Slip-resistant
- Warranty 10 Years

## Note:

Purchaser / Owner is to verify the grating is compatible for their application.  
PoolEquip will have no responsibility for the swimming pool flow requirements

X

Authorization to Fabricate:

Date:

## Design &amp; Product Information:

DuraTech Inter-Locking PVC grating is formulated with maximum U.V. inhibitors added to 100% virgin exterior grade impact resistant PVC resin. Integral slip-resistance is embossed into the grating top surface as a standard safety feature. Custom configurations, radius, bends and various designs are available. Standard white color, custom colors available upon request.

## Installation:

To be supported at all grating ends and corners. Anchor assemblies should be installed every 15" on center, staggering from one side of grating to the other. It is necessary to support all grating ends for proper safety requirements.

# DuraTech™ Inter-Lock

## PVC Grating U.V.

poolequip.com

Phone: 800-287-1588  
www.poolequip.com

Project: For Sales Purposes Only  
Part# GRT 10-WH  
10" DuraTech PVC Interlock, White

DWG #:

Issue Date:

Scale: N/A

Item #:

Date:

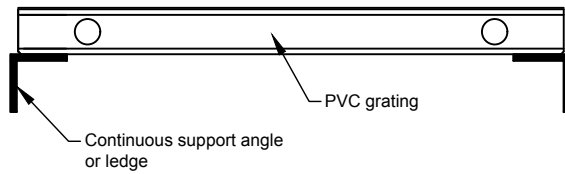
Drawn by: EFB

Appr'd by:

1 of 2

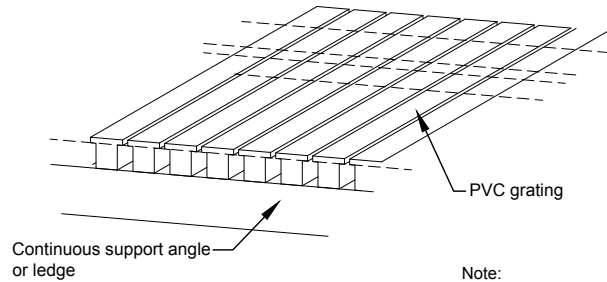
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# Installation Instructions



(Diagram A)

Note:  
Support grating  
continuously on  
all grating ends.



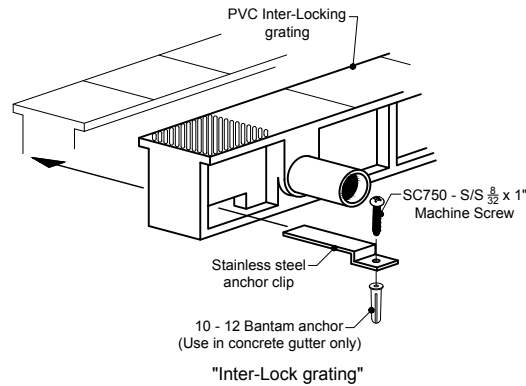
(Diagram B)

Note:  
Support grating  
continuously on  
all grating ends.

**Installation**  
Locate grating on support ledge, slide the stainless steel anchor clip into place as shown. Anchor assemblies should be installed max 15" on center, staggering from one side of grating to the other. It is necessary to support all grating ends for proper safety requirements.

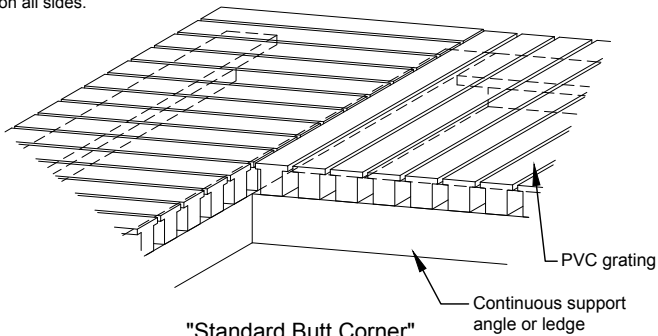
**Concrete Gutter** - Mark hole location and drill a 1/4" Dia. hole. Insert bantam sleeve into hole, replace anchor clip and fasten through the anchor clip and secure into the bantam anchor.

**S/S Gutter** - Mark hole location and drill a 9/64" Dia. hole into support angle and tap using #8/32. Replace anchor clip and fasten through the anchor clip and secure into the support angle. Do not over tighten.

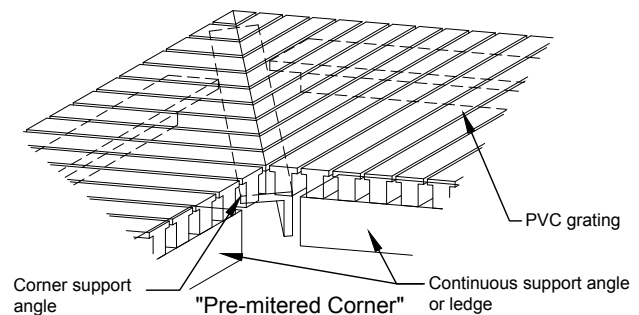


(Diagram E)

Note:  
Make certain that corner  
grates are fully supported  
on all sides.



(Diagram C)



(Diagram D)

Note:  
Make certain that corner  
grates are fully supported  
on all sides.

poolequip.com

Phone: 800-287-1588  
www.poolequip.com

Project: For Sales Purposes Only  
Part# GRT 10-WH  
10" DuraTech PVC Interlock, White

DWG #:

Issue Date:

Scale: N/A

Item #:

Date:

Drawn by: EFB

Appr'd by:

2 of 2

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11333 N. Cedarburg Road  
Mequon, WI 53092  
Phone: 262-236-2956  
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Finance

**TO: Common Council**  
**FROM: Brenda Arnett, Finance Director**  
**DATE: January 14, 2025**  
**SUBJECT: RESOLUTION 4170 A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2025 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$376,990**

### **Background**

Following a process to re-examine the City's insurance coverage in 2022, the City selected The League of Wisconsin Municipalities Mutual Insurance (the League) and R&R Insurance beginning with FY2023. The League is a member-owned municipal insurer uniquely equipped to provide comprehensive insurance as well as customized services specifically designed to serve Wisconsin municipalities. Additionally, proceeds generated by these entities are redistributed back to the owners in the form of dividends and specialized services. R&R Insurance is the exclusive agent for the League of Wisconsin Municipalities.

For various reasons, with the more notable ones listed below, the City selected the League to be the City's insurance provider in 2023.

- A work injury nurse line, which the City recently implemented.
- The League has a service called Ready Rebound which allows injured employees and family members to receive expedited high-quality treatment, allowing them to return to work sooner.
- The League offers extensive legal services on human resources and claims-related matters, with a 24-hour turnaround time.
- The City has the ability to move down the self-insurance path with the League in the future.
- The League insures more than 466 cities, villages, and special districts in Wisconsin, of which the City has received numerous recommendations complimenting the League on its low rates, expansive coverage, ease of claims administration, and customized service and training.

### **Analysis**

The City's lines of insurance are shown in the table below. As indicated, premium prices for both 2024 and 2025 are shown, and the carriers recommended for 2025 remain unchanged from 2024, except for storage tank coverage switching to Liberty Surplus.

| Coverage | Carrier | 2024 Premium | 2025 Premium |
|----------|---------|--------------|--------------|
|----------|---------|--------------|--------------|

|                             |                                             |                  |                  |
|-----------------------------|---------------------------------------------|------------------|------------------|
| General Liability           | League Insurance                            | \$39,537         | \$38,649         |
| Police Professional         | League Insurance                            | \$32,519         | \$34,399         |
| Public Officials            | League Insurance                            | \$62,429         | \$62,348         |
| Auto Liability              | League Insurance                            | \$19,202         | \$20,055         |
| Auto Physical Damage        | League Insurance                            | \$18,906         | \$20,445         |
| Railroad                    | League Insurance                            | \$250            | \$250            |
| Cyber                       | League Insurance                            | \$11,727         | \$12,187         |
| Property                    | Municipal Property Insurance Company (MPIC) | \$64,223         | \$68,301         |
| Workers' Compensation       | United Heartland                            | \$143,815        | \$113,894        |
| Crime                       | Hanover Insurance Group                     | \$1,937          | \$1,937          |
| Storage Tanks               | Liberty Surplus                             | \$527            | \$4,525          |
| <b>Total Annual Premium</b> |                                             | <b>\$395,072</b> | <b>\$376,990</b> |

As indicated, many lines of coverage are experiencing minor premium adjustments, which includes Police Professional and General, and Public Officials Liability, among others. Here are some of the more notable changes with the 2025 insurance renewal:

- Property insurance shows a premium increase of \$4,078 or 6.3%.
- Storage Tank coverage now covers all 9 storage tanks (6 at DPW, 2 at Rotary Park, and 1 at Lemke Park) and has increased to \$4,525. Previously only 2 storage tanks were covered.
- The City's Workers' Compensation premium is decreasing by \$29,921 or 20.8%. This is largely due to the City's Experience Mod Factor decreasing from .81 to .75.
- Auto liability and physical damage shows a combined premium increase of \$2,392 or 6%.

### **Fiscal Impact**

The combined premium quote of \$376,990 represents a savings of \$18,082 and a 4.6% decrease from the expired 2024 premium of \$395,072. As noted, most of the savings can be attributed to the decrease in Workers' Compensation insurance.

Additionally, the League requires the City to be a member of the League of Municipalities of Wisconsin, which is approximately \$13,000 for the 2025 membership period. As previously approved by the Council in November 2024, this amount is included in the City's budget for 2025.

### **Recommendation**

A recommendation from the Finance-Personnel Committee is forthcoming on January 14, 2025.

Attachments:

2025-2026 City of Mequon Proposal for F&P packet (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4170

A Resolution Approving the City of Mequon's Insurance Program for Fiscal Year 2025 with the League of Wisconsin Municipalities Mutual Insurance, in the Estimated Amount of \$376,990

**RECITALS**

A. City staff has reviewed the insurance proposal received from R&R Insurance and recommends authorization to contract all of the City's lines of business insurance with R&R Insurance for Fiscal Year 2025.

B. Based on its review, the Finance-Personnel Committee has recommended that all of the City's lines of business insurance be contracted through R&R Insurance, the exclusive insurance agent for The League Mutual Insurance, effective January 1, 2025.

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

1. The contracts for insurance for the 2025 calendar year as proposed by R&R Insurance and recommended by the Finance-Personnel Committee are approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Mayor and City Clerk are authorized and directed to execute and deliver the same.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: January 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

\_\_\_\_\_  
Caroline Fochs, City Clerk

# LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INSURANCE COMPANY

## INSURANCE PROPOSAL FOR

## MEQUON, CITY OF

1/1/2025 - 1/1/2026

*Proposal Number 12476*



League Insurance  
316 W. Washington Ave., Suite 600  
Madison, WI 53703  
(608) 833-9595

Matt Becker, CEO  
[matt@lwwmi.org](mailto:matt@lwwmi.org)



R&R Insurance  
N14 W23900 Stone Ridge Drive  
Waukesha, WI 53188  
(800) 566-7007

Rick Kalscheuer  
[rick.kalscheuer@rrins.com](mailto:rick.kalscheuer@rrins.com)

**Protection for League Members and the communities they call home.  
That is our business and we do it well.**

Created in 1984 and governed by a board of your peers, League Insurance insures more than 500 cities, villages, and special districts. We are 100% member owned and our financial security, broad coverages, and customized services are specifically designed to serve Wisconsin municipalities.

# City of Mequon

## 01/01/2025 to 01/01/2026

### Proposal

- Premium Comparison
- Proposal
- Crime options
- Property
- Cyber Liability
- Premier Services

|                                                                       |                           |                                     |                     |              |  |
|-----------------------------------------------------------------------|---------------------------|-------------------------------------|---------------------|--------------|--|
| Insured Name: City of Mequon                                          |                           | <b>Premium Comparison</b>           |                     |              |  |
| Rick Kalscheuer / Karlie Davis                                        |                           |                                     |                     |              |  |
| Effective: 01/01/2025-01/01/2026                                      |                           |                                     |                     |              |  |
|                                                                       |                           |                                     |                     |              |  |
| Company                                                               | Prior Year                | Current Year - By Companies Quoting |                     |              |  |
| Year                                                                  | <u>LWMMI</u>              | <u>LWMMI</u>                        |                     |              |  |
| Coverages                                                             | 2024                      | 2025                                | Difference          |              |  |
| General Liability                                                     | \$39,537.00               | \$38,649.00                         | -\$888.00           | -2.2%        |  |
| Police Prof Liability                                                 | \$32,519.00               | \$34,399.00                         | \$1,880.00          | 5.8%         |  |
| Public Officials Liability                                            | \$62,429.00               | \$62,348.00                         | -\$81.00            | -0.1%        |  |
| Auto Liability                                                        | \$19,202.00               | \$20,055.00                         | \$853.00            | 4.4%         |  |
| Auto Physical Damage                                                  | \$18,906.00               | \$20,445.00                         | \$1,539.00          | 8.1%         |  |
| Railroad                                                              | \$250.00                  | \$250.00                            | \$0.00              | 0.0%         |  |
| Cyber                                                                 | \$11,727.00               | \$12,187.00                         | \$460.00            | 3.9%         |  |
| <b>Package Total</b>                                                  | <b>\$184,570.00</b>       | <b>\$188,333.00</b>                 | <b>\$3,763.00</b>   | <b>2.0%</b>  |  |
| Property                                                              | \$64,223.00 <i>MPIC</i>   | \$68,301.00 <i>MPIC</i>             | \$4,078.00          | 6.3%         |  |
| Crime                                                                 | \$1,937.00 <i>Hanover</i> | \$1,937.00 <i>Hanover</i>           | \$0.00              | 0.0%         |  |
| Tank <i>(Eff 12/8/2024-12/8/2025)</i>                                 | \$527.00 <i>Ace/Chubb</i> | \$4,524.79 <i>Liberty Surplus</i>   | \$3,997.79          | 758.6%       |  |
| <b>Other Coverages Subtotal</b>                                       | <b>\$66,687.00</b>        | <b>\$74,762.79</b>                  | <b>\$8,075.79</b>   | <b>12.1%</b> |  |
| Workers Compensation                                                  | \$143,815.00              | \$113,894.00                        | -\$29,921.00        | -20.8%       |  |
| <b>Estimated Premium</b>                                              | <b>\$395,072.00</b>       | <b>\$376,989.79</b>                 | <b>-\$18,082.21</b> | <b>-4.6%</b> |  |
|                                                                       |                           |                                     |                     |              |  |
| <b>Exposure changes</b>                                               |                           |                                     |                     |              |  |
|                                                                       | <u>2024</u>               | <u>2025</u>                         | <u>Difference</u>   |              |  |
| <b>Package Changes</b>                                                |                           |                                     |                     |              |  |
| Total Payroll                                                         | \$9,491,670               | \$9,776,420                         | 284,750             | 3.0%         |  |
| # of Full Time Police Officers                                        | 42                        | 43                                  | 1                   | 2.4%         |  |
| Number of Vehicle                                                     | 87                        | 88                                  | 1                   | 1.1%         |  |
| Population                                                            | 25,073                    | 25,489                              | 416                 | 1.7%         |  |
| APD - Total Original Cost                                             | \$5,584,673               | \$5,979,063                         | 394,390             | 7.1%         |  |
| APD- Total Number of Vehicles                                         | 103                       | 88                                  | -15                 | -14.6%       |  |
| Number of Employees                                                   | 124                       | 122.5                               | -2                  | -1.2%        |  |
|                                                                       |                           |                                     |                     |              |  |
| <b>Tank</b>                                                           |                           |                                     |                     |              |  |
| Moved Tank coverage to Broker Brown & Riding/Carrier: Liberty Surplus |                           |                                     |                     |              |  |
| Added an additional 7 Tanks                                           |                           |                                     |                     |              |  |
|                                                                       |                           |                                     |                     |              |  |
| <b>Property (See Additional Page)</b>                                 |                           |                                     |                     |              |  |
|                                                                       |                           |                                     |                     |              |  |
| <b>Work Comp (See additional page)</b>                                |                           |                                     |                     |              |  |
|                                                                       |                           |                                     |                     |              |  |

Insured Name: City of Mequon  
Effective: 01/01/2025-01/01/2026

## Workers' Compensation Comparison

| Code               | Classification                | 2024      |      | 2024      |           | 2025 |           | 2025      |        | 2025      |           | 2025   |           | 2025       |        | 2025       |          | 2025      |            |
|--------------------|-------------------------------|-----------|------|-----------|-----------|------|-----------|-----------|--------|-----------|-----------|--------|-----------|------------|--------|------------|----------|-----------|------------|
|                    |                               | Exposure  | Rate | Premium   | Exposure  | Rate | Premium   | Exposure  | Rate   | Premium   | Exposure  | Rate   | Premium   | Difference | Rate   | Difference | % Rate   | Premium   | Difference |
| 7704               | Fire Dept Non-Volunteer       | 0         | 3.05 | 0         | 0         | 3.07 | 0         | 0         | 0.02   | 0         | 0         | 0.02   | 0         | 0          | 0.7%   | 0          | 0        | 0         | 0          |
| 7710               | Civil Defense Workers         | 0         | 3.27 | 0         | 0         | 2.87 | 0         | 0         | -0.40  | 0         | 0         | -0.40  | 0         | 0          | -12.2% | 0          | 0        | 0         | 0          |
| 7720               | Police Officers               | 4,164,366 | 2.42 | 100,778   | 4,289,297 | 2.32 | 99,512    | 124,931   | -0.10  | 99,512    | 124,931   | -0.10  | 99,512    | 124,931    | -4.1%  | (1,266)    | 947      | (1,266)   | 947        |
| 8810               | Clerical Office               | 2,339,598 | 0.17 | 3,977     | 3,077,337 | 0.16 | 4,924     | 737,739   | -0.01  | 4,924     | 737,739   | -0.01  | 4,924     | 737,739    | -5.9%  | 947        | 947      | 947       | 947        |
| 9412               | Municipal Operations-Cty/Town | 2,987,706 | 2.98 | 89,034    | 2,409,786 | 2.53 | 60,968    | (577,920) | -0.45  | 60,968    | (577,920) | -0.45  | 60,968    | (577,920)  | -15.1% | (28,066)   | (28,066) | (28,066)  | (28,066)   |
| Totals             |                               | 9,491,670 |      | 193,789   | 9,776,420 |      | 165,404   | 284,750   |        | 165,404   | 284,750   |        | 165,404   | 284,750    |        | (28,385)   |          |           |            |
| Experience Mod     |                               |           | 0.81 | (36,820)  |           | 0.75 | (41,351)  |           | -0.06  | (41,351)  |           | -0.06  | (41,351)  |            |        | (4,531)    |          | (4,531)   | (4,531)    |
| Premium Discount   |                               |           | 8.5% | (13,374)  |           | 8.4% | (10,379)  |           | -0.10% | (10,379)  |           | -0.10% | (10,379)  |            |        | 2,995      |          | 2,995     | 2,995      |
| Expense Constant   |                               |           |      | 220       |           |      | 220       |           |        | 220       |           |        | 220       |            |        | 0          |          | 0         | 0          |
| Terrorism Coverage |                               |           | 0.00 | 0         |           | 0.00 | 0         |           |        | 0         |           |        | 0         |            |        | 0          |          | 0         | 0          |
| Total Premium      |                               |           |      | \$143,815 |           |      | \$113,894 |           |        | \$113,894 |           |        | \$113,894 |            |        | -\$29,921  |          | -\$29,921 | -\$29,921  |

Insured Name: City of Mequon  
Effective: 01/01/2025-01/01/2026

## Property Comparison

|                                     | Prior Year<br>MPIC<br>2024 | Current Year<br>MPIC<br>2025 | Difference     |    |
|-------------------------------------|----------------------------|------------------------------|----------------|----|
| Building, BPP, PITO                 |                            |                              |                |    |
| Premium                             | \$53,716.00                | \$57,003.00                  | \$3,287.00     | 6% |
| Coverage Limit                      | 65,094,701                 | 67,817,649                   | \$2,722,948.00 | 4% |
| Rate                                | \$0.0825                   | \$0.0841                     | \$0.00         | 2% |
| Deductible                          | \$5,000.00                 | \$5,000.00                   | \$0.00         | 0% |
| Contractor's Equipment              |                            |                              |                |    |
| Premium                             | \$5,599.00                 | \$6,046.00                   | \$447.00       | 8% |
| Coverage Limit                      | 2,811,101                  | 3,035,339                    | \$224,238.00   | 8% |
| Rate                                | \$0.1992                   | \$0.1992                     | \$0.00         | 0% |
| Deductible                          | \$5,000.00                 | \$5,000.00                   | \$0.00         | 0% |
| Business Income                     |                            |                              |                |    |
| Premium                             | \$163.00                   | \$163.00                     | \$0.00         | 0% |
| Coverage Limit                      | 500,000                    | 500,000                      | \$0.00         | 0% |
| Rate                                | \$0.0326                   | \$0.0326                     | \$0.00         | 0% |
| Deductible                          | \$5,000.00                 | \$5,000.00                   | \$0.00         | 0% |
| Equipment Breakdown                 |                            |                              |                |    |
| Premium                             | \$4,745.00                 | \$5,089.00                   | \$344.00       | 7% |
| Coverage Limit                      | 65,094,701                 | 67,817,649                   | \$2,722,948.00 | 4% |
| Rate                                | \$0.0073                   | \$0.0075                     | \$0.00         | 3% |
| Deductible                          | \$5,000.00                 | \$5,000.00                   | \$0.00         | 0% |
| Property Total                      | \$64,223.00                | \$68,301.00                  | \$4,078.00     | 6% |
| Contractor's Equipment 5% inflation |                            |                              |                |    |



# Proposal

## LEAGUE INSURANCE – COVERAGE HIGHLIGHTS

### COVERAGE PROVIDED FOR:

- Elected/Appointed Officials
- Commissions
- Departments
- Employees
- Mutual Aid Assistance
- Volunteers

### COMPREHENSIVE COVERAGE INCLUDES:

- Auto Liability
- Auto Physical Damage
- Crime
- Cyber Liability
- Employee Benefits Liability
- Employment Practices Liability
- General Liability
- Law Enforcement
- Public Officials
- Self-Insured Retention Workers' Compensation
- Workers' Compensation

### ADDITIONAL COVERAGE ENHANCEMENTS

#### *Liability:*

- Airports
- Back Wages in Employment Claims
- Breach of Contract
- Care, Custody, & Control
- Communicable Disease
- Contractual Liability
- Cyber
- Damages to Rented Premises
- Dams
- Defense Costs in Addition to Limit
- Discrimination
- Drones
- EEOC actions
- Failure to Supply
- Land Use, Permits, & Zoning Claims
- Medical Payments
- No Fault Sewer Backup Optional Coverage
- Non-monetary Claims
- Occurrence Based
- Pollution
- Sexual Harassment/Abuse Coverage
- Special Events Included
- Tax Assessment Claims
- Volunteers
- Watercraft
- Wrongful Termination

#### *Auto:*

- Automatic New Auto Coverage
- Autos of Others in Your Care, Custody, or Control
- Commandeered Autos
- Hired Auto Physical Damage
- Hired/Non-owned
- Lease Gap
- Personal Auto Physical Damage Deductible Reimbursement
- Temporary Transportation Expense
- Towing Expense
- Uninsured/Underinsured

## PREMIER SERVICES – CUSTOMIZED FOR YOU

### HUMAN RESOURCES ASSISTANCE

League Insurance has partnered with *Stafford Rosenbaum LLP* to provide the following human resources services:

- HR Hotline – phone assistance with HR-related issues.
- Talent Management – support with recruitment, hiring, background screening, onboarding, performance management, coaching, feedback, disciplinary counseling, termination management, and organizational and staff development.
- Employment Law Compliance – WI and Federal Fair Employment, wage & hour, safety, FMLA, I-9 Employment Verification, and more.
- Documents – development/review of job descriptions, **handbooks, policies, procedures**, and forms customized for the municipality.
- Compliance and HR practices assessments and development of remedial plans.
- Workplace Training – related to compliance and HR-related topics for supervisors and/or employees.
- Workplace investigations.
- Sample handbooks, toolkits addressing various HR subjects and best practices, and online harassment and discrimination training webinars.

### EMPLOYEE SAFETY & RISK MANAGEMENT

With loss control resources provided by United Heartland, we can analyze loss trends and municipal operations to **customize a safety program for your community**. Included are comprehensive safety manuals, job site analysis, newsletters, webinars, and information on many topics including:

- |                                                 |                                           |
|-------------------------------------------------|-------------------------------------------|
| • Confined Space                                | • Power Platforms/Aerial Lifts            |
| • Excavating/Trenching                          | • Respiratory Protection                  |
| • Hearing Conservation                          | • Rigging/Slings/Hoists                   |
| • Ladder Safety/Fall Protection                 | • Tools – Hand Tools/Power Tools          |
| • Lawn Care/Mowers/Trimming/Landscaping         | • Tree Trimming/Chainsaw & Chipper Safety |
| • Lockout Tagout/Electrical Arc Flash           | • Water Hazards – Pools, Ponds, Lakes     |
| • Motor Vehicle & Construction Equipment Safety | • Welding, Cutting, or Brazing            |
| • Outside Contractor Qualification              | • Work Zone Safety/Traffic Control        |

### LEAGUE INSURANCE UNIVERSITY

League Insurance has partnered with *Lexipol* to provide self-paced online courses *written specifically* for local government and public safety professionals. Courses are available on demand from any computer or mobile device with internet access 24/7.

- League Insurance University offers all employees access to over **200 online training topics** including HR & Management, Safety, Public Works, Law Enforcement, and much more.
- For Water and Wastewater, League Insurance University courses can be used to fulfill annual training hours requirements. Wastewater professionals will simply need to submit their certificate of course completion directly to the DNR for training approval.
- For law enforcement, League Insurance Police University can be used to fulfill 8 of the 24 hours of annual training requirements with Department level approval.

## CYBER UNIVERSITY

League Insurance is partnered with leading cyber insurance provider, *Tokio Marine HCC*. With cyber liability coverage from League Insurance, you have **access to state-of-the-art cyber coverage and resources** including:

- Training courses on many topics including ransomware, phishing emails, network security, and more.
- Sample policies and procedures for best practices and breach response plans.
- Cyber security advisors for technical information and scenario planning.

## LAW ENFORCEMENT POLICIES/PROCEDURES ASSISTANCE

League Insurance members are **eligible to receive reimbursement** for updating law enforcement and fire department manuals through an accredited policy manual service provider, as well as reimbursement for law enforcement accreditation.

## REBOUND RETURN TO WORK PROGRAM

League Insurance has contracted with *Rebound*, a company which specializes in rehabilitation of injured municipal employees. The program gets your employees seen by top specialists quickly, and with better outcomes. This helps employees recover and saves departments money. Under the *Rebound* program, members are **100% reimbursed** by League Insurance for Rebound expenses incurred.

## NURSE TRIAGE & TELEHEALTH

League Insurance is partnered with *CorVel* to provide nurse triage and telehealth services. CorVel's proactive healthcare solution offers injured workers the following medical services:

- Nurse Triage – **24-7 access to registered nurse hotline** to evaluate injuries to determine immediate medical needs.
- Telehealth – Provides immediate referral to medical physicians when needed via computer, tablet, or phone.

## YOUR LEAGUE INSURANCE TEAM

### LEAGUE INSURANCE

316 W. Washington Avenue  
Suite 600  
Madison, WI 53703  
(608) 833-9595

Matt Becker  
Chief Executive Officer  
[matt@lwwmi.org](mailto:matt@lwwmi.org)

Elizabeth Yanke  
Member Services Director  
[eyanke@lwm.info.org](mailto:eyanke@lwm.info.org)

Craig Sherven  
Public Safety Specialist  
[csherven@lwmmi.org](mailto:csherven@lwmmi.org)

### R & R INSURANCE SERVICES

N14 W23900 Stone Ridge Drive  
Waukesha, WI 53188  
262-236-2912

Rick Kalscheuer  
[rick.kalscheuer@rrins.com](mailto:rick.kalscheuer@rrins.com)  
(262) 953-7215  
262-236-2912

### WORKERS COMPENSATION CLAIMS ADMINISTATOR

United Heartland  
PO Box 3026  
Milwaukee, WI 53201-3026  
(800) 258-2667

Denise Kawczynski  
Senior Claims Representative  
[denise.kawczynski@unitedheartland.com](mailto:denise.kawczynski@unitedheartland.com)  
(262) 787-7646

### LIABILITY CLAIMS ADMINISTRATOR

Statewide Services, Inc.  
PO Box 5555  
Madison, WI 53705  
(800) 858-1536

Dan Lowndes  
Managing Attorney  
[dlowndes@statewidesvcs.com](mailto:dlowndes@statewidesvcs.com)  
(608) 828-5687



# League Insurance Quote Summary

Policy Effective Date: 1/1/2025

Proposal Number: 12476

Insured Name: Mequon, City of

Contact Name: Caroline Fochs

Contact Phone: 262-236-2912

Contact Email:

Agency: R &amp; R Insurance Services

Agent Name: Kalscheuer, Rick

Agent Email: rick.kalscheuer@rrins.com

Agent Phone: (262) 953-7215

## PREMIUM:

|                                                  | Expiring Policy |               |                   | Renewal    |               |                   |
|--------------------------------------------------|-----------------|---------------|-------------------|------------|---------------|-------------------|
|                                                  | Deductible      | Limit         | Premium           | Deductible | Limit         | Premium           |
| General Liability                                | 0               | 10,000,000    | 39,537            | 0          | 10,000,000    | 38,649            |
| Police Professional Liability                    | 10,000          | 10,000,000    | 32,519            | 10,000     | 10,000,000    | 34,399            |
| Public Official & Employment Practices Liability | 10,000          | 10,000,000    | 62,429            | 10,000     | 10,000,000    | 62,348            |
| Auto Liability                                   | 0               | 10,000,000    | 19,202            | 0          | 10,000,000    | 20,055            |
| Auto Physical Damage                             | N/A             | N/A           | 18,906            |            |               | 20,445            |
| Airport                                          | N/A             | N/A           | 0                 | N/A        | N/A           | 0                 |
| Dam                                              | N/A             | N/A           | 0                 | N/A        | N/A           | 0                 |
| No Fault Sewer                                   |                 |               |                   |            |               |                   |
| Railroad                                         | N/A             | N/A           | 250               | N/A        | N/A           | 250               |
| UM & UIM Higher Limit                            | N/A             | 25,000/50,000 | 0                 | N/A        | 25,000/50,000 | 0                 |
| Crime & Bonds                                    |                 |               |                   | 5,000      | 1,000,000     | 1,896             |
| Cyber                                            | 5,000           | 1,000,000     | 11,727            | 5,000      | 1,000,000     | 12,187            |
| <b>Total Premium</b>                             |                 |               | <b>184,570.00</b> |            |               | <b>190,229.00</b> |

## EXPOSURES AND LIMITS:

| Base Exposures:                             | Expiring                            | Renewal                             |
|---------------------------------------------|-------------------------------------|-------------------------------------|
| Total Payroll                               | 9,491,670                           | 9,776,420                           |
| Number for FTE Police                       | 42.00                               | 43.00                               |
| Number of Vehicles (Auto Liability)         | 87                                  | 88                                  |
| Population                                  | 25,073                              | 25,489                              |
| APD – Total Value                           | 5,584,673                           | 5,979,063                           |
| APD – Total Number of Vehicles              | 103                                 | 88                                  |
| Number of Employees                         | 124.000000                          | 122.50                              |
| <b>Supplemental Exposures:</b>              |                                     |                                     |
| UM & UIM limit                              | \$25K Per Person / \$50k Occurrence | \$25K Per Person / \$50k Occurrence |
| Cyber Limit                                 | 1,000,000                           | 1,000,000                           |
| Operating Expenditures (Cyber)              | 30,726,071                          | 31,966,637                          |
| Number of Dams                              |                                     |                                     |
| Number of Railroads                         | 1                                   | 1                                   |
| Airport Coverage                            | No                                  | No                                  |
| Airport Refueling                           | N/A                                 | N/A                                 |
| Population Base for No Fault Sewer Coverage | 25,073                              | 25,489                              |

## ADDITIONAL INSURED:

| Name | Reason |
|------|--------|
|------|--------|

## League Insurance – Auto Schedule

Municipality: Mequon, City ofEffective Date: 1/1/2025Expiration Date: 1/1/2026Auto Liability Deductible: 0

| Year | Make          | Model               | Vehicle Type | VIN #             | Dept. (optional)      | Zip Code (Garaged at Night) | Parked Inside (i) or Outside (o) | Is Garage Location in a Flood Zone? | Original Cost New | Is APD Coverage Requested? | APD Deductible | Coverage Type (Replacement Cost or Actual Cash Value) |
|------|---------------|---------------------|--------------|-------------------|-----------------------|-----------------------------|----------------------------------|-------------------------------------|-------------------|----------------------------|----------------|-------------------------------------------------------|
| 1971 | General       | Wrecker             | Dump Truck   | NL03DEC12711801   | DPW - Unit #321       | 53092                       | Inside                           | No                                  | \$23,000          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 1995 | GMC           | Sierra Rodder Truck | Dump Truck   | 1GDJK34K1SE505266 | Sewer - Unit #603     | 53092                       | Inside                           | No                                  | \$47,975          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 1999 | Ford          | Aries TV Truck      | Dump Truck   | 1FDXE40S8XHB30186 | Sewer - Unit #625     | 53092                       | Inside                           | No                                  | \$145,000         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2002 | Ford          | Bucket Truck        | Dump Truck   | 1FDXF46F62ED11899 | DPW - Unit #213       | 53092                       | Inside                           | No                                  | \$39,275          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2003 | Ford          | F350 Pick Up        | Dump Truck   | 1FDSF34L13EB86406 | DPW - Unit #212       | 530092                      | Inside                           | No                                  | \$25,055          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2003 | International | 7400 Plow Truck     | Dump Truck   | 1HTWDADR84J082835 | DPW - Unit #320       | 53092                       | Inside                           | No                                  | \$94,969          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2003 | GMC           | 1500                | Pickup       | 1GTEK19T93Z229974 | Unit #401             | 53092                       | Inside                           | No                                  | \$26,000          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2004 | International | 7400 Plow Truck     | Dump Truck   | 1HTWDADR64J082834 | DPW - Unit #311       | 53092                       | Inside                           | No                                  | \$94,969          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2004 | GMC           | C5500               | Pickup       | 1GDE5C1164F505961 | DPW - Unit #205       | 53092                       | Inside                           | No                                  | \$37,285          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2005 | International | 7400                | Dump Truck   | 1HTWCAZR86J251749 | DPW - Unit #314       | 53092                       | Inside                           | No                                  | \$96,028          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2005 | Sterling      | LT8513              | Dump Truck   | 2FZHAWDA05AN85361 | DPW - Unit #300       | 53092                       | Inside                           | No                                  | \$90,264          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2007 | GMC           | C5500               | Dump Truck   | 1GDE5C1257F415374 | DPW - Unit #208       | 53092                       | Inside                           | No                                  | \$46,512          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2008 | Sterling      | Plow Truck          | Dump Truck   | 2FZHAWBS88AZ26165 | DPW - Unit #303       | 53092                       | Inside                           | No                                  | \$123,300         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2008 | Ford          | F150                | Pickup       | 1FTPX14V08KE99243 | City Hall - Unit #520 | 53092                       | Inside                           | No                                  | \$27,740          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2008 | Ford          | F350                | Pickup       | 1FDWF37R68EA27342 | Unit #402             | 53092                       | Inside                           | No                                  | \$35,000          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2009 | Sterling      | LT8513              | Dump Truck   | 2FZAABWSX9AZ72339 | DPW - Unit #317       | 53092                       | Inside                           | No                                  | \$110,000         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2009 | GMC           | Sierra 3500 Pickup  | Dump Truck   | 1GDJK74669E142113 | DPW - Unit #403       | 53092                       | Inside                           | No                                  | \$36,100          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2009 | Ford          | F250                | Pickup       | 1FTNF21589EA37811 | Unit #209             | 53092                       | Inside                           | No                                  | \$9,000           | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2010 | International | 7400                | Dump Truck   | 1HTWDAZR5AJ241590 | DPW - Unit #316       | 53092                       | Inside                           | No                                  | \$141,212         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2011 | International | 7400                | Dump Truck   | 1HTWDAZR4BJ323280 | DPW - Unit #309       | 53092                       | Inside                           | No                                  | \$142,700         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2012 | International | 7400 Plow Truck     | Dump Truck   | 1HTWCAZR0CJ641238 | DPW - Unit #313       | 53092                       | Inside                           | No                                  | \$142,697         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2012 | Honda         | CRV                 | Police       | JHLRM4H74CC012551 | Police - Unit #23     | 53092                       | Inside                           | No                                  | \$12,500          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2013 | Ford          | Explorer            | Police       | 1FM5K8AR3DGB84631 | Police - Unit #16     | 53092                       | Inside                           | No                                  | \$25,817          | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2013 | Freightliner  | 108SD               | Dump Truck   | 1FVAG5BS0DHF85229 | DPW - Unit #312       | 53092                       | Inside                           | No                                  | \$143,648         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2014 | Western Star  | Hauler              | Dump Truck   | 5KKSAXDV3EPFU3704 | DPW - Unit #319       | 53092                       | Inside                           | No                                  | \$126,310         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2014 | Int'l         | Plow Truck          | Dump Truck   | 1HTWCAZR2EH776974 | DPW - Unit #310       | 53092                       | Inside                           | No                                  | \$160,138         | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2014 | Chevrolet     | Impala              | Passenger    | 2G1WD5E31E1115385 | City Hall - Unit #500 | 53092                       | Inside                           | No                                  | \$6,000           | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2014 | Chevrolet     | Impala              | Passenger    | 2G1WD5E37E1114483 | City Hall - Unit #506 | 53092                       | Inside                           | No                                  | \$6,000           | Yes                        | \$2,500        | Actual Cash Value                                     |
| 2015 | Chevrolet     | Silverado           | Pickup       | 1GC2KUEG7FZ110502 | DPW - Unit #405       | 53092                       | Inside                           | No                                  | \$36,663          | Yes                        | \$2,500        | Actual Cash Value                                     |

Attachment: 2025-2026 City of Mequon Proposal for F&amp;P packet (RESOLUTION 4170 : Resolution Approving a Proposal from the League for the

|      |               |                         |            |                   |                    |        |        |    |           |     |         |                   |
|------|---------------|-------------------------|------------|-------------------|--------------------|--------|--------|----|-----------|-----|---------|-------------------|
| 2015 | GMC           | Sierra Pick Up          | Pickup     | 1GT22YEG9FZ137935 | DPW - Unit #400    | 53092  | Inside | No | \$33,168  | Yes | \$2,500 | Actual Cash Value |
| 2015 | Ford          | F250 Pick Up            | Pickup     | 1FT7X2B63FEC87076 | DPW - Unit #201    | 53092  | Inside | No | \$33,788  | Yes | \$2,500 | Actual Cash Value |
| 2015 | Ford          | F250 Pick Up            | Pickup     | 1FTBF2A6XFEC95724 | DPW - Unit #406    | 53092  | Inside | No | \$33,800  | Yes | \$2,500 | Actual Cash Value |
| 2015 | Ford          | Auxiliary Van           | Police     | 1FDWE3FLOFDA05081 | Police - Unit #17  | 53092  | Inside | No | \$73,400  | Yes | \$2,500 | Actual Cash Value |
| 2015 | International | Plow Truck              | Dump Truck | 3HAWNATZ2FL689626 | DPW - Unit #302    | 175663 | Inside | No | \$175,663 | Yes | \$2,500 | Replacement Cost  |
| 2016 | International | 7400 Plow Truck         | Dump Truck | 3HAWCSTRXGL219158 | DPW - Unit #304    | 53092  | Inside | No | \$148,725 | Yes | \$2,500 | Replacement Cost  |
| 2016 | Ford          | Explorer                | Police     | 1FM5K8AR3GGA28738 | Police - Unit #9   | 53092  | Inside | No | \$27,378  | Yes | \$2,500 | Actual Cash Value |
| 2016 | Dodge         | Caravan                 | Police     | 2C4RDGBGXGR136893 | Police - Unit #10  | 53092  | Inside | No | \$21,859  | Yes | \$2,500 | Actual Cash Value |
| 2016 | Ford          | Explorer                | Police     | 1FM5K814EGGA28738 | Police - Unit #12  | 53092  | Inside | No | \$32,378  | Yes | \$2,500 | Actual Cash Value |
| 2017 | Jeep          | Cherokee                | Police     | 1C4PJMCS8HW513831 | Police - Unit #18  | 53092  | Inside | No | \$15,000  | Yes | \$2,500 | Actual Cash Value |
| 2017 | Ford          | F 750 Medium Duty Truck | Pickup     | 1FDYW7DX3HDB04418 | DPW - Unit #206    | 53092  | Inside | No | \$85,747  | Yes | \$2,500 | Actual Cash Value |
| 2017 | Freightliner  | 114SD                   | Dump Truck | 1FVMG3DV5HHJC8039 | DPW - Unit #306    | 53092  | Inside | No | \$147,706 | Yes | \$2,500 | Replacement Cost  |
| 2018 | Chevrolet     | 3500HD                  | Dump Truck | 1GB5CICY7JZ201828 | DPW - Unit #803    | 53092  | Inside | No | \$41,115  | Yes | \$2,500 | Actual Cash Value |
| 2018 | International | Plow Truck              | Dump Truck | 3HAWCTARXL055183  | DPW - Unit #305    | 53092  | Inside | No | \$162,067 | Yes | \$2,500 | Replacement Cost  |
| 2018 | Ram           | 3500                    | Pickup     | 3C7WRTAJ8JG213139 | DPW - Unit #204    | 53092  | Inside | No | \$37,770  | Yes | \$2,500 | Actual Cash Value |
| 2018 | Ford          | Explorer                | Police     | 1FM5K8AR9JGA27133 | Police - Unit #24  | 53092  | Inside | No | \$33,327  | Yes | \$2,500 | Actual Cash Value |
| 2018 | Chevrolet     | Tahoe                   | Police     | 1GNSKDEC8JR220388 | Police - Unit #11  | 53092  | Inside | No | \$35,904  | Yes | \$2,500 | Actual Cash Value |
| 2018 | Ford          | Explorer                | Police     | 1FM5K8AR4JGC76147 | Police - Unit #20  | 53092  | Inside | No | \$33,327  | Yes | \$2,500 | Actual Cash Value |
| 2019 | Freightliner  | 114SD                   | Dump Truck | 1FVAG3FE5KHKP6834 | DPW - Unit #307    | 53092  | Inside | No | \$172,500 | Yes | \$2,500 | Replacement Cost  |
| 2019 | Ford          | F250                    | Pickup     | 1FTBF2B69KEG08948 | Sewer - Unit #601  | 53092  | Inside | No | \$162,067 | Yes | \$2,500 | Replacement Cost  |
| 2019 | Freightliner  | 114SD                   | Dump Truck | 1FVHG3FE9KHKS0863 | DPW - Unit #605    | 53092  | Inside | No | \$371,090 | Yes | \$2,500 | Replacement Cost  |
| 2020 | Freightliner  | 114SD                   | Pickup     | 1FVAG3FE4LHLX9602 | DPW - Unit #315    | 53092  | Inside | No | \$176,822 | Yes | \$2,500 | Replacement Cost  |
| 2020 | Ford          | Explorer                | Police     | 1FM5K8AB4LGA97760 | Police - Unit #13  | 53092  | Inside | No | \$34,112  | Yes | \$2,500 | Replacement Cost  |
| 2020 | Ford          | Explorer                | Police     | 1FM5K8ABXLGD18780 | Police - Unit #25  | 53092  | Inside | No | \$34,800  | Yes | \$2,500 | Replacement Cost  |
| 2020 | Ford          | Explorer                | Police     | 1FM5K8AB3LGB23538 | Police - Unit #1   | 53092  | Inside | No | \$37,352  | Yes | \$2,500 | Replacement Cost  |
| 2020 | Ford          | Explorer                | Police     | 1FM5K8AB5LGB23539 | Police - Unit #3   | 53092  | Inside | No | \$37,352  | Yes | \$2,500 | Replacement Cost  |
| 2020 | Ford          | Explorer                | Police     | 1FM5K8AB1LGB23540 | Police - Unit #7   | 53092  | Inside | No | \$37,352  | Yes | \$2,500 | Replacement Cost  |
| 2020 | Chevrolet     | Colorado                | Pickup     | 1GCHTCEN3L1100169 | Sewer - Unit #600  | 53092  | Inside | No | \$33,859  | Yes | \$2,500 | Replacement Cost  |
| 2021 | Chevrolet     | 3500                    | Pickup     | 1GB3YSE73MF176538 | DPW - Unit #409    | 53092  | Inside | No | \$71,110  | Yes | \$2,500 | Replacement Cost  |
| 2021 | Chevrolet     | 2500 Silverado          | Pickup     | 1GB2YLE75MF153750 | DPW - Unit #802    | 53092  | Inside | No | \$38,255  | Yes | \$2,500 | Replacement Cost  |
| 2021 | Chevrolet     | Silverado 2500HD        | Pickup     | 1GB5YLE75MF156337 | DPW - Unit #604    | 53092  | Inside | No | \$38,943  | Yes | \$2,500 | Replacement Cost  |
| 2021 | Chevrolet     | Silverado 2500HD        | Pickup     | 1GB5YLE7XMF156351 | DPW - Unit #602    | 53092  | Inside | No | \$38,943  | Yes | \$2,500 | Replacement Cost  |
| 2021 | Ford          | Explorer                | Police     | 1FM5K8AB1MGB18694 | Police - Unit #15  | 53092  | Inside | No | \$37,352  | Yes | \$2,500 | Replacement Cost  |
| 2021 | Chevrolet     | Malibu                  | Police     | 1G1ZC5ST8MF010788 | Police - Unit #602 | 53092  | Inside | No | \$18,343  | Yes | \$2,500 | Replacement Cost  |
| 2022 | Chevrolet     | Silverado 2500HD        | Pickup     | 1GC5YNE72NF349084 | DPW - Unit #404    | 53092  | Inside | No | \$44,751  | Yes | \$2,500 | Replacement Cost  |

|      |               |                         |            |                    |                   |       |        |    |           |     |         |                  |
|------|---------------|-------------------------|------------|--------------------|-------------------|-------|--------|----|-----------|-----|---------|------------------|
| 2022 | Ford          | Explorer                | Police     | 1FM5K8AB7NGA00182  | Police - Unit #14 | 53092 | Inside | No | \$34,327  | Yes | \$2,500 | Replacement Cost |
| 2023 | International | HV607                   | Dump Truck | 3HAEJTAR8PL138332  | DPW - Unit #318   | 53092 | Inside | No | \$203,000 | Yes | \$2,500 | Replacement Cost |
| 2023 | Ford          | Explorer                | Police     | 1FM5K8AB7PGA33024  | Police - Unit #21 | 53092 | Inside | No | \$38,091  | Yes | \$2,500 | Replacement Cost |
| 2023 | Ford          | Expl                    | Police     | 1FM5K8AB5PGA62375  | Police - Unit #19 | 53092 | Inside | No | \$37,658  | Yes | \$2,500 | Replacement Cost |
| 2023 | Ford          | F150                    | Pickup     | 1FTFW1E58PKD81405  | DPW - Unit #200   | 53092 | Inside | No | \$39,523  | Yes | \$2,500 | Replacement Cost |
| 2023 | Ford          | F150                    | Pickup     | 1FTXIEB2PKD59396   | DPW - Unit #508   | 53092 | Inside | No | \$34,392  | Yes | \$2,500 | Replacement Cost |
| 2023 | Ford          | F150                    | Pickup     | 1FTX1EB6PKD59434   | DPW - Unit #510   | 53092 | Inside | No | \$34,826  | Yes | \$2,500 | Replacement Cost |
| 2023 | Ford          | F150                    | Pickup     | 1FTEW1EB4PKD59175  | DPW - Unit #101   | 53092 | Inside | No | \$41,893  | Yes | \$2,500 | Replacement Cost |
| 2023 | Ford          | F250                    | Pickup     | 1FTBF2BA6PEC94509  | DPW - Unit #210   | 53092 | Inside | No | \$47,209  | Yes | \$2,500 | Replacement Cost |
| 2024 | Chevrolet     | Equinox                 | Pickup     | 3GNAXSEGR8RL157204 | DPW - Unit #501   | 53092 | Inside | No | \$25,713  | Yes | \$2,500 | Replacement Cost |
| 2024 | International | HV507                   | Dump Truck | 3HAEJTAR7RL855596  | DPW - Unit #301   | 53092 | Inside | No | \$215,529 | Yes | \$2,500 | Replacement Cost |
| 2024 | Chevrolet     | Equinox                 | Passenger  | 3GNAXSEG4RL157202  | DPW - Unit #503   | 53092 | Inside | No | \$25,713  | Yes | \$2,500 | Replacement Cost |
| 2024 | Chevrolet     | Equinox                 | Passenger  | 3GNAXSEG3RL171284  | DPW - Unit #504   | 53092 | Inside | No | \$27,476  | Yes | \$2,500 | Replacement Cost |
| 2024 | Ford          | Explorer                | Police     | 1FM5K8AB1RGA77278  | Police - Unit #1  | 53092 | Inside | No | \$41,894  | Yes | \$2,500 | Replacement Cost |
| 2024 | Ford          | Explorer                | Police     | 1FM5K8AB1RGA60125  | Police - Unit #2  | 53092 | Inside | No | \$41,894  | Yes | \$2,500 | Replacement Cost |
| 2024 | Ford          | Explorer                | Police     | 1FM5K8AB0RGA60231  | Police - Unit #3  | 53092 | Inside | No | \$41,894  | Yes | \$2,500 | Replacement Cost |
| 2024 | Ford          | Explorer                | Police     | 1FM5K8AB6RGA64154  | Police - Unit #6  | 53092 | Inside | No | \$41,894  | Yes | \$2,500 | Replacement Cost |
| 2024 | Dodge         | Durango                 | Passenger  | 1C4RDJFG7RC139365  | Police - Unit #7  | 53092 | Inside | No | \$40,348  | Yes | \$2,500 | Replacement Cost |
| 2024 | Freightliner  | 114 Plow Truck          | Dump Truck | 3ALAG3FE8SDWB7189  | DPW - Unit #324   | 53092 | Inside | No | \$117,546 | Yes | \$2,500 | Replacement Cost |
| 2024 | Dodge         | Durango                 | Police     | 1C4RDJFG5RC139364  | Police - Unit #8  | 53092 | Inside | No | \$40,348  | Yes | \$2,500 | Replacement Cost |
| 2024 | Dodge         | Durango                 | Police     | 1C4RDJFG0RC139367  | Police - Unit #5  | 53092 | Inside | No | \$40,348  | Yes | \$2,500 | Replacement Cost |
| 2024 | Dodge         | Durango                 | Police     | 1C4RDJFG9RC139366  | Police - Unit #4  | 53092 | Inside | No | \$40,348  | Yes | \$2,500 | Replacement Cost |
| 2024 | Ford          | F350 One Ton Dump Truck | Dump Truck | 1FDRF3HN7RDA22053  | DPW - Unit #801   | 53092 | Inside | No | \$78,162  | Yes | \$2,500 | Replacement Cost |
| 2025 | Dodge         | Durango                 | Pickup     | 1C4RDJFG7SC510966  |                   | 53092 | Inside | No | \$40,755  | Yes | \$2,500 | Replacement Cost |

Number of Vehicles with Auto Liability: 88

Original Cost Total: \$5,979,063

Number of Vehicles with APD: 88

(1) APD Value is determined by Original Cost New (OCN - retail cost the original purchaser paid for the vehicle) or by Appraisal Value for Fire/Rescue vehicles.

(2) APD Coverage Type is determined by underwriting and is based on the vehicle age and value



## Workers Compensation

### Employers Liability & Increased Limits

| Coverage                  | Each Accident | Disease Policy | Disease Employee |
|---------------------------|---------------|----------------|------------------|
| WC & Employer's liability | \$100,000     | \$500,000      | \$100,000        |

### Workers Compensation Insurance Quotation

| Classification                                       | Code # | Premium Basis<br>Total Estimated<br>Annual<br>Remuneration | Rate Per<br>\$100 Of<br>Remuneration | Estimated<br>Annual<br>Premium |
|------------------------------------------------------|--------|------------------------------------------------------------|--------------------------------------|--------------------------------|
| <b>Period 01/01/2025 - 01/01/2026</b>                |        |                                                            |                                      |                                |
| <b>Wisconsin</b>                                     |        |                                                            |                                      |                                |
| FIREFIGHTERS & D - NON-VOLUNTEER                     | 7704   | IF ANY                                                     | 3.07                                 | 0                              |
| CIVIL DEFENSE WORKERS                                | 7710   | IF ANY                                                     | 2.87                                 | 0                              |
| POLICE OFFICERS & DRIVERS                            | 7720   | 4,289,297                                                  | 2.32                                 | 99,512                         |
| CLERICAL OFFICE EMPLOYEES NOC                        | 8810   | 3,077,337                                                  | 0.16                                 | 4,924                          |
| MUNICIPAL OPERATIONS - MISCELLANEOUS CITY            | 9412   | 2,409,786                                                  | 2.53                                 | 60,968                         |
| Total Manual Premium                                 |        |                                                            |                                      | 165,404                        |
| Experience Modification                              | 9898   | 165,404                                                    | 0.750                                | (41,351)                       |
| Total Modified Premium                               |        |                                                            |                                      | 124,053                        |
| Total Standard Premium                               |        |                                                            |                                      | 124,053                        |
| Premium Discount                                     | 0063   | 124,053                                                    | 8.4%                                 | (10,379)                       |
| Expense Constant                                     | 0900   |                                                            |                                      | 220                            |
| Terrorism                                            |        | 9,776,420                                                  |                                      | 0                              |
| Catastrophe (other than Certified Acts of Terrorism) |        | 9,776,420                                                  |                                      | 0                              |
| Total Estimated Annual Premium                       |        |                                                            |                                      | 113,894                        |

The exposures shown above are subject to audit and may result in an additional or return premium depending on your actual exposures for the policy term. The audit could also result in additional classifications not shown in this proposal.

# Crime Options

Insured Name: City of Mequon  
Effective: 01/01/2025-01/01/2026

**Crime Coverage**  
**Hanover Insurance**

| <b>OPTION 1- Per Expiring</b>                                    | <b>Limit</b> | <b>Deductible</b> |
|------------------------------------------------------------------|--------------|-------------------|
| Employee Theft - Per Loss                                        | \$1,000,000  | \$5,000           |
| Forgery or Alteration                                            | \$1,000,000  | \$5,000           |
| Inside the premises - Theft of Money & Securities                | \$10,000     | \$500             |
| Inside the premises - Robbery or Safe Burglary of other property | \$10,000     | \$500             |
| Outside the premises                                             | \$10,000     | \$500             |
| Computer & Funds Transfer Fraud                                  | \$1,000,000  | \$5,000           |
| False Pretenses                                                  | \$75,000     | \$10,000          |
| Destruction of Electronic Data                                   | \$50,000     | \$1,000           |
| Money Orders & Counterfeit Money                                 | \$1,000,000  | \$5,000           |

**Total Annual premium \$1,937**

| <b>OPTION 2 - with League Mutual</b>                    | <b>Limit</b> | <b>Deductible</b> |
|---------------------------------------------------------|--------------|-------------------|
| Employee Dishonesty                                     | \$1,000,000  | \$5,000           |
| Loss inside the premises coverage – Money & Securities  | \$1,000,000  | \$5,000           |
| Loss outside the premises coverage – Money & Securities | \$1,000,000  | \$5,000           |
| Money Orders & Counterfeit Paper Currency               | \$1,000,000  | \$5,000           |
| Depositors Forgery or Alteration                        | \$1,000,000  | \$5,000           |
| Computer Fraud                                          | \$1,000,000  | \$5,000           |
| Funds Transfer Fraud                                    | \$1,000,000  | \$5,000           |

*League Crime Coverage does include false pretense coverage. The circumstances of the claim would depend where the coverage would fall (either under cyber or crime)*

**Total Annual premium: \$1,896**



# Property



**Municipal Property Insurance Company**  
 9701 Brader Way, Suite 301  
 Middleton, WI 53562  
 Telephone: (608) 821-6303  
[www.mpicwi.com](http://www.mpicwi.com)

## MPIC-001 – Primary Coverage Form

### Coverage Enhancements for 1/1/24

- Increase Ordinance and Law sublimit to \$10MM limit. **Currently \$5MM**
- Offer Fiber Optics Endorsement that expands coverage territory to the legal boundaries of the insured entity. – **Currently limited to within 1,000' of an insured building. Expansion of coverage territory would incur a minimal premium charge and provide a stated sub-limit.**

| Entity                               | \$250,000 | \$500,000 |
|--------------------------------------|-----------|-----------|
| County                               | \$500     | \$750     |
| City                                 | \$500     | \$750     |
| Village                              | \$250     | \$500     |
| Towns                                | \$250     | \$500     |
| Special Districts                    | \$250     | \$500     |
| Water, Sewer, and Electric Utilities | \$500     | \$750     |
| Housing Authorities                  | \$250     | \$500     |
| Educational Facilities K-12          | \$500     | \$750     |
| Educational Facilities Other         | \$500     | \$750     |
| Universities                         | \$750     | \$1,000   |
| Technical Colleges                   | \$750     | \$1,000   |
| Tribal Governments                   | \$250     | \$500     |

- Increase the sub-limit for Service dogs and Horses to \$50,000 per occurrence. – **Currently \$25,000 per occurrence**
- Increase Architect Fees sub-limit to \$250,000 – **Currently \$100,000**
- Increase Foundations and Footings coverage to \$250,000 – **Currently \$100,000**
- Include full coverage for Fire Department Response coverage. – **Currently limited to \$25,000 per responding department**



## Commercial Property

### Subjects of Insurance

| Subjects of Insurance                                 | Limit        | Deductible |
|-------------------------------------------------------|--------------|------------|
| Building                                              | \$61,015,312 | \$5,000    |
| Business Personal Property                            | \$2,559,185  | \$5,000    |
| Property in the Open                                  | \$4,243,152  | \$5,000    |
| Contractors Equipment Over \$25,000 Replacement cost  | \$3,035,339  | \$5,000    |
| Contractors Equipment Under \$25,000 Replacement Cost | \$425,306    | \$5,000    |
| Equipment Breakdown                                   | \$67,817,649 | \$5,000    |
| Business Income                                       | \$500,000    | \$5,000    |

### Optional Endorsements to quote:

- Fiber Optics – Expands coverage territory to the legal boundaries of the insured entity.

| Entity | Limit:<br>\$250,000 | Limit<br>\$500,000 |
|--------|---------------------|--------------------|
| City   | \$500               | \$750              |

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$74,357,649

| Site       | Bldg | Description                                                        | Year<br>Built | Floors | Square<br>Footage | Building RC         | Personal<br>Property RC |
|------------|------|--------------------------------------------------------------------|---------------|--------|-------------------|---------------------|-------------------------|
| <b>001</b> |      | <b>CITY HALL</b>                                                   |               |        |                   |                     |                         |
|            | 001  | CITY HALL<br>11333 NORTH CEDARBURG<br>ROAD,<br>MEQUON,WI 53092     | 1938          | 2      | 30,038            | \$8,367,042         | \$546,107               |
|            |      | Property in the Open                                               |               |        |                   |                     | \$515,706               |
|            |      | <b>CITY HALL (001) Total</b>                                       |               |        |                   | <b>\$8,367,042</b>  | <b>\$1,061,813</b>      |
| <b>002</b> |      | <b>POOL</b>                                                        |               |        |                   |                     |                         |
|            | 001  | POOL<br>11339 NORTH CEDARBURG<br>ROAD,<br>MEQUON,WI 53092          | 2000          | 1      | 2,897             | \$724,574           | \$40,400                |
|            | 002  | POOL<br>11339 NORTH CEDARBURG<br>ROAD,<br>MEQUON,WI 53092          | 2000          | 1      | 10,091            | \$1,192,507         | \$0                     |
|            |      | <b>POOL (002) Total</b>                                            |               |        |                   | <b>\$1,917,081</b>  | <b>\$40,400</b>         |
| <b>003</b> |      | <b>DPW FACILITY</b>                                                |               |        |                   |                     |                         |
|            | 001  | DPW BUILDING<br>10800 NORTH INDUSTRIAL<br>ROAD,<br>MEQUON,WI 53092 | 2000          | 1      | 76,097            | \$15,228,780        | \$614,888               |
|            | 002  | COLD STORAGE<br>10800 NORTH INDUSTRIAL<br>ROAD,<br>MEQUON,WI 53092 | 2000          | 1      | 6,300             | \$528,129           | \$35,350                |
|            | 003  | SALT SHED<br>10800 NORTH INDUSTRIAL<br>ROAD,<br>MEQUON,WI 53092    | 2018          | 1      | 5,026             | \$544,693           | \$0                     |
|            |      | Property in the Open                                               |               |        |                   |                     | \$10,100                |
|            |      | <b>DPW FACILITY (003) Total</b>                                    |               |        |                   | <b>\$16,301,602</b> | <b>\$660,338</b>        |

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$74,357,649

| Site       | Bldg                          | Description                                                                       | Year<br>Built | Floors | Square<br>Footage | Building RC         | Personal<br>Property RC |
|------------|-------------------------------|-----------------------------------------------------------------------------------|---------------|--------|-------------------|---------------------|-------------------------|
| <b>004</b> | <b>PUBLIC SAFETY BUILDING</b> |                                                                                   |               |        |                   |                     |                         |
|            | 002                           | PUBLIC SAFETY BUILDING<br>11300 NORTH BUNTROCK<br>AVENUE,<br>MEQUON,WI 53092      | 1985          | 1      | 44,280            | \$11,922,747        | \$953,642               |
|            |                               | Property in the Open                                                              |               |        |                   |                     | \$69,576                |
|            |                               | <b>PUBLIC SAFETY BUILDING<br/>(004) Total</b>                                     |               |        |                   | <b>\$11,922,747</b> | <b>\$1,023,218</b>      |
| <b>005</b> | <b>EASTSIDE FIRE STATION</b>  |                                                                                   |               |        |                   |                     |                         |
|            | 001                           | EASTSIDE FIRE SATATION<br>11800 NORTH PORT<br>WASHINGTON ROAD,<br>MEQUON,WI 53092 | 1974          | 2      | 8,470             | \$1,423,595         | \$0                     |
|            |                               | Property in the Open                                                              |               |        |                   |                     | \$5,050                 |
|            |                               | <b>EASTSIDE FIRE STATION<br/>(005) Total</b>                                      |               |        |                   | <b>\$1,423,595</b>  | <b>\$5,050</b>          |
| <b>006</b> | <b>ROTARY PARK</b>            |                                                                                   |               |        |                   |                     |                         |
|            | 001                           | ROTARY PAVILLION<br>4100 WEST HIGHLAND ROAD,<br>MEQUON,WI 53092                   | 1993          | 1      | 1,672             | \$782,447           | \$50,500                |
|            | 002                           | REUTER PAVILLION<br>4100 WEST HIGHLAND ROAD,<br>MEQUON,WI 53092                   | 1993          | 1      | 5,200             | \$919,504           | \$35,350                |
|            |                               | Property in the Open                                                              |               |        |                   |                     | \$340,673               |
|            |                               | <b>ROTARY PARK (006) Total</b>                                                    |               |        |                   | <b>\$1,701,951</b>  | <b>\$426,523</b>        |
| <b>007</b> | <b>SETTLERS PARK</b>          |                                                                                   |               |        |                   |                     |                         |
|            | 001                           | RESTROOM<br>11312 NORTH CEDARBURG<br>ROAD,<br>MEQUON,WI 53092                     | 1839          | 1      | 475               | \$59,994            | \$1,107                 |
|            |                               | Property in the Open                                                              |               |        |                   |                     | \$579                   |
|            |                               | <b>SETTLERS PARK (007) Total</b>                                                  |               |        |                   | <b>\$59,994</b>     | <b>\$1,686</b>          |

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$74,357,649

| Site       | Bldg                   | Description                                                                 | Year<br>Built | Floors | Square<br>Footage | Building RC        | Personal<br>Property RC |
|------------|------------------------|-----------------------------------------------------------------------------|---------------|--------|-------------------|--------------------|-------------------------|
| <b>008</b> | <b>RIVER BARN PARK</b> |                                                                             |               |        |                   |                    |                         |
|            | 001                    | BARN/PAVILLION<br>9808 NORTH CEDARBURG<br>ROAD,<br>MEQUON,WI 53092          | 2000          | 1      | 2,880             | \$781,336          | \$32,118                |
|            |                        | Property in the Open                                                        |               |        |                   |                    | \$45,748                |
|            |                        | <b>RIVER BARN PARK (008)<br/>Total</b>                                      |               |        |                   | <b>\$781,336</b>   | <b>\$77,866</b>         |
| <b>009</b> | <b>STAUSS FARM</b>     |                                                                             |               |        |                   |                    |                         |
|            | 001                    | HOUSE<br>9011 W DONGES BAY ROAD,<br>MEQUON,WI 53092                         | 2000          | 2      | 4,119             | \$426,826          | \$15,150                |
|            | 002                    | SILVER BARN'S AND<br>WORKSHOP<br>9011 W DONGES BAY ROAD,<br>MEQUON,WI 53092 | 1982          | 1      | 6,575             | \$381,881          | \$20,200                |
|            | 003                    | RED POLE BARN<br>9011 W DONGES BAY ROAD,<br>MEQUON,WI 53092                 | 1996          | 1      | 3,672             | \$213,211          | \$3,535                 |
|            | 004                    | RED WOODEN BAR NORTH<br>9011 W DONGES BAY ROAD,<br>MEQUON,WI 53092          | 1940          | 1      | 1,965             | \$77,366           | \$2,525                 |
|            | 005                    | RED WOODEN BARN SOUTH<br>9011 W DONGES BAY ROAD,<br>MEQUON,WI 53092         | 1940          | 1      | 4,000             | \$157,560          | \$2,525                 |
|            | 006                    | GREENHOUSE SOUTH<br>9011 W DONGES BAY ROAD,<br>MEQUON,WI 53092              | 2020          | 1      | 1,920             | \$9,292            | \$379                   |
|            | 007                    | GREENHOUSE NORTH<br>9011 W DONGES BAY ROAD,<br>MEQUON,WI 53092              | 2020          | 1      | 1,920             | \$9,292            | \$379                   |
|            |                        | <b>STAUSS FARM (009) Total</b>                                              |               |        |                   | <b>\$1,275,428</b> | <b>\$44,693</b>         |

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$74,357,649

| Site       | Bldg | Description                                                           | Year<br>Built | Floors | Square<br>Footage | Building RC        | Personal<br>Property RC |
|------------|------|-----------------------------------------------------------------------|---------------|--------|-------------------|--------------------|-------------------------|
| <b>010</b> |      | <b>MEQUON NATURE PRESERVE</b>                                         |               |        |                   |                    |                         |
|            | 001  | PIEPER POWER ED CENTER<br>8200 W COUNTY LINE ROAD,<br>MEQUON,WI 53092 | 2003          | 1      | 12,536            | \$2,720,738        | \$189,981               |
|            | 002  | GARAGE EDUCATION<br>8200 W COUNTY LINE ROAD,<br>MEQUON,WI 53092       | 1992          | 1      | 620               | \$36,057           | \$1,111                 |
|            | 003  | GARAGE RESORATION<br>8200 W COUNTY LINE ROAD,<br>MEQUON,WI 53092      | 2012          | 1      | 600               | \$34,845           | \$1,111                 |
|            | 004  | OBSERVATION TOWER<br>8200 W COUNTY LINE ROAD,<br>MEQUON,WI 53092      | 2007          | 1      | 300               | \$141,400          | \$6,767                 |
|            | 005  | OBSERVATION PLATFORM<br>8200 W COUNTY LINE ROAD,<br>MEQUON,WI 53092   | 2014          | 1      | 350               | \$65,650           | \$3,030                 |
|            |      | Property in the Open                                                  |               |        |                   |                    | \$173,720               |
|            |      | <b>MEQUON NATURE PRESERVE (010) Total</b>                             |               |        |                   | <b>\$2,998,690</b> | <b>\$375,720</b>        |
| <b>011</b> |      | <b>STORAGE FACILITY</b>                                               |               |        |                   |                    |                         |
|            | 001  | METAL SHED<br>9700 N SWAN RD,<br>MEQUON,WI 53092                      | 2000          | 1      | 7,500             | \$435,613          | \$3,030                 |
|            |      | <b>STORAGE FACILITY (011) Total</b>                                   |               |        |                   | <b>\$435,613</b>   | <b>\$3,030</b>          |
| <b>012</b> |      | <b>GATEWAY</b>                                                        |               |        |                   |                    |                         |
|            |      | Property in the Open                                                  |               |        |                   |                    | \$202,000               |
|            |      | <b>GATEWAY (012) Total</b>                                            |               |        |                   | <b>\$0</b>         | <b>\$202,000</b>        |

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$74,357,649

| Site       | Bldg                     | Description                                                | Year<br>Built | Floors | Square<br>Footage | Building RC | Personal<br>Property RC |
|------------|--------------------------|------------------------------------------------------------|---------------|--------|-------------------|-------------|-------------------------|
| <b>013</b> | <b>SANITARY STATIONS</b> |                                                            |               |        |                   |             |                         |
|            | 001                      | LIFT STATION A<br>5600 W MEQUON RD,<br>MEQUON,WI 53092     | 1966          | 1      | 0                 | \$642,158   | \$0                     |
|            | 001                      | LIFT STATION B<br>5000 W PARKVIEW DR,<br>MEQUON,WI 53092   | 1966          | 1      | 0                 | \$484,800   | \$0                     |
|            | 001                      | LIFT STATION C<br>11101 N RIVER RD,<br>MEQUON,WI 53092     | 1966          | 1      | 0                 | \$445,915   | \$0                     |
|            | 001                      | LIFT STATION D<br>11750 N RIVER RD,<br>MEQUON,WI 53092     | 1969          | 1      | 0                 | \$643,774   | \$0                     |
|            | 001                      | LIFT STATION E<br>2020 W RANCH RD,<br>MEQUON,WI 53092      | 1968          | 1      | 964               | \$1,546,613 | \$0                     |
|            | 001                      | LIFT STATION F<br>12439 N CIRCLE DR,<br>MEQUON,WI 53092    | 1968          | 1      | 0                 | \$630,442   | \$0                     |
|            | 001                      | LIFT STATION G<br>12735 N FIELDWOOD RD,<br>MEQUON,WI 53092 | 1968          | 1      | 0                 | \$560,651   | \$0                     |
|            | 001                      | LIFT STATION H<br>2932 W RIVERLAND DR,<br>MEQUON,WI 53092  | 1969          | 1      | 0                 | \$490,052   | \$0                     |
|            | 001                      | LIFT STATION I<br>10800 N PEBBLE LN,<br>MEQUON,WI 53092    | 1999          | 1      | 0                 | \$663,772   | \$0                     |
|            | 001                      | LIFT STATION J<br>505 E CEDAR LN,<br>MEQUON,WI 53092       | 1970          | 1      | 0                 | \$641,754   | \$0                     |
|            | 001                      | LIFT STATION K<br>9911 N LAKE SHORE DR,<br>MEQUON,WI 53092 | 1970          | 1      | 0                 | \$519,948   | \$0                     |
|            | 001                      | LIFT STATION L<br>608 E JUNIPER CT,<br>MEQUON,WI 53092     | 1970          | 1      | 0                 | \$549,036   | \$0                     |
|            | 001                      | LIFT STATION M<br>10115 W LE GRANDE BLVD,                  | 2005          | 1      | 0                 | \$563,176   | \$0                     |

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$74,357,649

| Site | Bldg | Description                                                          | Year<br>Built | Floors | Square<br>Footage | Building RC         | Personal<br>Property RC |
|------|------|----------------------------------------------------------------------|---------------|--------|-------------------|---------------------|-------------------------|
|      |      | MEQUON, WI 53092                                                     |               |        |                   |                     |                         |
| 001  |      | LIFT STATION N<br>9754 N RIVER RD,<br>MEQUON, WI 53092               | 2005          | 1      | 0                 | \$616,403           | \$0                     |
| 001  |      | LIFT STATION O<br>9754 N RIVER RD,<br>MEQUON, WI 53092               | 1970          | 1      | 0                 | \$556,510           | \$0                     |
| 001  |      | LIFT STATION P<br>10656 N PORT WASHINGTON<br>RD,<br>MEQUON, WI 53092 | 1970          | 1      | 0                 | \$484,800           | \$0                     |
| 001  |      | LIFT STATION Q<br>5600 W COUNTY LINE RD,<br>MEQUON, WI 53092         | 1971          | 1      | 0                 | \$504,192           | \$0                     |
| 001  |      | LIFT STATION R<br>10240 N CONCORD DR,<br>MEQUON, WI 53092            | 1980          | 1      | 0                 | \$534,391           | \$0                     |
| 001  |      | LIFT STATION S<br>10701 RIVER VALLEY DR,<br>MEQUON, WI 53092         | 1980          | 1      | 0                 | \$558,227           | \$0                     |
| 001  |      | LIFT STATION T<br>112260 N FIELDWOOD RD,<br>MEQUON, WI 53092         | 1982          | 1      | 0                 | \$550,753           | \$0                     |
| 001  |      | LIFT STATION U<br>11459 N GLENWOOD DR,<br>MEQUON, WI 53092           | 1986          | 1      | 0                 | \$624,988           | \$0                     |
| 001  |      | LIFT STATION V<br>4020 W DONGES BAY RD,<br>MEQUON, WI 53092          | 1990          | 1      | 0                 | \$733,967           | \$0                     |
| 001  |      | LIFT STATION W<br>9730 W FREISTADT RD,<br>MEQUON, WI 53092           | 1990          | 1      | 0                 | \$188,971           | \$0                     |
| 001  |      | LIFT STATION X<br>4300 W COUNTY LINE RD,<br>MEQUON, WI 53092         | 2003          | 1      | 0                 | \$94,940            | \$0                     |
|      |      | <b>SANITARY STATIONS (013)</b>                                       |               |        |                   | <b>\$13,830,233</b> | <b>\$0</b>              |
|      |      | <b>Total</b>                                                         |               |        |                   |                     |                         |

# STATEMENT OF VALUES

## MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$74,357,649

| Site       | Bldg | Description                              | Year<br>Built | Floors | Square<br>Footage | Building RC | Personal<br>Property RC |
|------------|------|------------------------------------------|---------------|--------|-------------------|-------------|-------------------------|
| <b>014</b> |      | <b>PITO</b>                              |               |        |                   |             |                         |
|            |      | Property in the Open                     |               |        |                   |             | \$9,420,000             |
|            |      | <b>PITO (014) Total</b>                  |               |        |                   | <b>\$0</b>  | <b>\$9,420,000</b>      |
|            |      | <b>Building Subtotal</b>                 |               |        |                   |             | <b>\$61,015,312</b>     |
|            |      | <b>Contents Subtotal</b>                 |               |        |                   |             | <b>\$2,559,185</b>      |
|            |      | <b>Property in the Open Subtotal</b>     |               |        |                   |             | <b>\$10,783,152</b>     |
|            |      | <b>Building, Contents and PITO Total</b> |               |        |                   |             | <b>\$74,357,649</b>     |

# PROPERTY IN THE OPEN

## MUNICIPAL PROPERTY INSURANCE COMPANY

| Site       | Description                                                | Quantity | Replacement Cost |
|------------|------------------------------------------------------------|----------|------------------|
| <b>001</b> | <b>CITY HALL</b>                                           |          |                  |
|            | PITO                                                       |          | \$515,706        |
|            | <b>CITY HALL (001) Total</b>                               |          | <b>\$515,706</b> |
| <b>003</b> | <b>DPW FACILITY</b>                                        |          |                  |
|            | PITO                                                       |          | \$10,100         |
|            | <b>DPW FACILITY (003) Total</b>                            |          | <b>\$10,100</b>  |
| <b>004</b> | <b>PUBLIC SAFETY BUILDING</b>                              |          |                  |
|            | PITO                                                       |          | \$69,576         |
|            | <b>PUBLIC SAFETY BUILDING (004) Total</b>                  |          | <b>\$69,576</b>  |
| <b>005</b> | <b>EASTSIDE FIRE STATION</b>                               |          |                  |
|            | PITO                                                       |          | \$5,050          |
|            | <b>EASTSIDE FIRE STATION (005) Total</b>                   |          | <b>\$5,050</b>   |
| <b>006</b> | <b>ROTARY PARK</b>                                         |          |                  |
|            | PITO                                                       |          | \$340,673        |
|            | <b>ROTARY PARK (006) Total</b>                             |          | <b>\$340,673</b> |
| <b>007</b> | <b>SETTLERS PARK</b>                                       |          |                  |
|            | PITO                                                       |          | \$579            |
|            | <b>SETTLERS PARK (007) Total</b>                           |          | <b>\$579</b>     |
| <b>008</b> | <b>RIVER BARN PARK</b>                                     |          |                  |
|            | PITO                                                       |          | \$45,748         |
|            | <b>RIVER BARN PARK (008) Total</b>                         |          | <b>\$45,748</b>  |
| <b>010</b> | <b>MEQUON NATURE PRESERVE</b>                              |          |                  |
|            | PITO                                                       |          | \$173,720        |
|            | <b>MEQUON NATURE PRESERVE (010) Total</b>                  |          | <b>\$173,720</b> |
| <b>012</b> | <b>GATEWAY</b>                                             |          |                  |
|            | PITO                                                       |          | \$202,000        |
|            | <b>GATEWAY (012) Total</b>                                 |          | <b>\$202,000</b> |
| <b>014</b> | <b>PITO</b>                                                |          |                  |
|            | Fire Hydrants - Citywide (1308)                            |          | \$6,540,000      |
|            | Street Light Poles and Associated Fixtures (134)           |          | \$1,340,000      |
|            | Traffic Control Signal/Box - Cedarburg Road at Highland Rd |          | \$200,000        |
|            | Traffic Control Signal/Box - Mequon Rd at Buntrock Rd      |          | \$340,000        |

# PROPERTY IN THE OPEN

## MUNICIPAL PROPERTY INSURANCE COMPANY

| Site | Description                                                       | Quantity | Replacement Cost   |
|------|-------------------------------------------------------------------|----------|--------------------|
|      | Traffic Control Signal/Box - Mequon Rd at Weston Dr               |          | \$310,000          |
|      | Traffic Control Signal/Box - Port Washington Rd at County Line Rd |          | \$290,000          |
|      | Traffic Control Signal/Box - Wauwatosa Rd at Freistadt Rd         |          | \$200,000          |
|      | Traffic Control Signal/Box - Wauwatosa Rd at Highland Rd          |          | \$200,000          |
|      | <b>PITO (014) Total</b>                                           |          | <b>\$9,420,000</b> |

|                                   |                     |
|-----------------------------------|---------------------|
| <b>PROPERTY IN THE OPEN TOTAL</b> | <b>\$10,783,152</b> |
|-----------------------------------|---------------------|

# CONTRACTORS EQUIPMENT

## MUNICIPAL PROPERTY INSURANCE COMPANY

| Description (Year/Make/Model/Serial #)                                   | Department | Replacement Cost |
|--------------------------------------------------------------------------|------------|------------------|
| 1964 WAUSAU SHOULDER MACHINE                                             |            | \$20,000         |
| 1969 WISCONSIN 1900 TRAILER S/N:3470                                     |            | \$14,700         |
| 1975 EMPIRE GAS GENERATOR S/N:336130                                     |            | \$31,815         |
| 1975 EMPIRE GAS GENERATOR S/N:336131                                     |            | \$31,815         |
| 1975 FINN BUHS258 HYDROSEEDER S/N:626                                    |            | \$42,000         |
| 1978 FORTE 3500 S/N:19727                                                |            | \$10,342         |
| 1985 BOSTON WHALER 17' BOAT INCLUDES TRAILER                             |            | \$11,420         |
| 1986 FORD TRACTOR MOWER                                                  |            | \$73,500         |
| 1988 SULLIVAN D175Q AIR COMPRESSOR/TOOLS S/N:210899                      |            | \$16,800         |
| 1991 FELLING 10,000 LB TRAILER S/N:19FS1626M1072200                      |            | \$9,200          |
| 1991 FELLING 10,000 LB TRAILER S/N:1F9FS1626M1072293                     |            | \$9,600          |
| 1991 FELLING 4,000 LB TRAILER S/N:1F9FS1222M1072295                      |            | \$4,410          |
| 1992 ELGIN PELICAN STREET SWEEPER S/N:P0945D                             |            | \$160,000        |
| 1992 FELLING HD2335 S/N:3TL7202                                          |            | \$2,520          |
| 1992 FORD 3,930 S/N:BD08665                                              |            | \$31,500         |
| 1994 CRAFTCO H250 ASPHALT HEATER S/N:1418251                             |            | \$5,450          |
| 1994 DRESSON 8116 TRAILER S/N:4GBFS1625R1000332                          |            | \$8,190          |
| 1994 WACKER RD880 VIBRATOR/ SMALL ROLLER S/N:673602059                   |            | \$13,650         |
| 1995 DYNAPAC CP142 S/N:10000500TFB004661                                 |            | \$36,500         |
| 1997 ALKOTA PRESSURE WASHER S/N:9961250                                  |            | \$9,975          |
| 1997 LANDA E5305E PRESSURE WASHER S/N:190483                             |            | \$9,975          |
| 1998 MB SPMB245 COMPANY STRIPER S/N:503527979                            |            | \$141,750        |
| 1998 PACE AMERICAN C5816 TRAILER UNIT #351<br>S/N:40LAB1622YP062779      |            | \$8,190          |
| 1999 KOHLER 140018 GENERATOR S/N:601458                                  |            | \$31,815         |
| 2000 CATERPILLAR 938G LOADER S/N:4YS01501                                |            | \$194,250        |
| 2000 JET AWAY EM S/N:JAJ600R                                             |            | \$18,510         |
| 2001 TORO 5020 INFIELD PRO S/N:2110000324                                |            | \$16,800         |
| 2002 CATERPILLAR GC25K FORKLIFT S/N:AT82D00974                           |            | \$25,200         |
| 2002 FELLING FT10EW TRAILER UNIT #451 S/N:5FTEH222121017188              |            | \$7,980          |
| 2002 GEITH D48 JAW BUCKET- EXCAVATOR S/N:DG77147                         |            | \$14,175         |
| 2003 BEFCO 17420SFL S/N:239996                                           |            | \$15,225         |
| 2004 HOLDER C978 S/N:52410306                                            |            | \$57,225         |
| 2005 BEFCO 17417 B WING MOWER S/N:343947                                 |            | \$15,750         |
| 2005 KUBOTA M6800 TRACTOR S/N:70027                                      |            | \$36,750         |
| 2006 CATERPILLAR 340CR MINI EXCAVATOR S/N:FPK01774                       |            | \$68,250         |
| 2007 MOBARK T15 S/N:4S8SZ16157W024624                                    |            | \$28,708         |
| 2007 THOMPSON 4045 PUMP 6" S/N:1T9PT12167P634166                         |            | \$26,250         |
| 2007 TORO FD791D MOWER S/N:270000189                                     |            | \$12,600         |
| 2009 ADVANCE 2060 S/N:1451757                                            |            | \$8,400          |
| 2010 BOBCAT S650 S/N:A3NV12696                                           |            | \$32,397         |
| 2010 FELLING FT1617 S/N:5FTEE2627E1002508                                |            | \$17,500         |
| 2010 FELLING FT3 3,000 LB TRAILER DPW UNIT #480<br>S/N:5FTUN1213A1034403 |            | \$3,675          |
| 2011 JOHN DEERE 722 S/N:1DW772GXTA0630146                                |            | \$115,900        |
| 2012 JOHN DEERE 6330 S/N:1L06330HTCH744000                               |            | \$82,626         |
| 2013 TRITON TS80T S/N:4TCSU1063DH612226                                  |            | \$40,005         |
| 2014 FELLING FT1 TRAILER DPW UNIT #350<br>S/N:5FTEE2627E1002508          |            | \$18,375         |
| 2015 CASE M320F WHEEL LOADER S/N:CATM320FPF2W00215                       |            | \$285,000        |
| 2015 CASE SV280 S/N:NFM410700                                            |            | \$43,312         |
| 2015 JOHN DEERE 625J S/N:1M0625GSKFM102779                               |            | \$13,057         |
| 2015 THOMPSON 4045T S/N:1T9PT121XFP634606                                |            | \$31,935         |
| 2015 TORO 7369 S/N:315001071                                             |            | \$12,389         |
| 2015 TORO 798 S/N:315000174                                              |            | \$12,389         |

MPIC 004CE(1123)

PAGE 1 OF 2

# CONTRACTORS EQUIPMENT

## MUNICIPAL PROPERTY INSURANCE COMPANY

| Description (Year/Make/Model/Serial #)                                           | Department | Replacement Cost   |
|----------------------------------------------------------------------------------|------------|--------------------|
| 2016 JOHN DEERE 524K 3YD LOADER S/N:1DW524KZEGF677352                            |            | \$143,890          |
| 2016 KUBOTA M6060 TRACTOR, REAR BLADE & BROOM S/N:11047                          |            | \$47,119           |
| 2017 MOBARK M18R S/N:4S8SZ1915HW052243                                           |            | \$76,172           |
| 2017 TORO 74961 S/N:4000695122                                                   |            | \$9,743            |
| 2018 BBA 8" TRASH PUMP S/N:21016288                                              |            | \$78,393           |
| 2018 BBA 8" TRASH PUMP S/N:21016933                                              |            | \$78,393           |
| 2020 JOHN DEERE 6120E S/N:1P06120EPL0012161                                      |            | \$107,371          |
| 2020 SCAG 72V-26DFI S/N:MO800123                                                 |            | \$15,388           |
| 2021 BOBCAT TOOLCAT S/N:AHG819516                                                |            | \$74,384           |
| 2021 JOHN DEERE 624 624 LOADER - BROOKS TRACTOR<br>S/N:1DW624PALNLZ13873         |            | \$183,750          |
| 2022 ATLAS COPCO 100KW GENERATOR S/N:UVC600145                                   |            | \$82,768           |
| 2022 CATERPILLAR M320F WHEELED EXCAVATOR<br>S/N:CAT0M320LKE420020                |            | \$378,000          |
| 2022 JOHN DEERE 1575 TERRAIN CUT MOWER<br>S/N:1TC1575VHNSO80084                  |            | \$42,358           |
| 2022 REDI HAUL RX1627 TRAILER DPW UNIT #343<br>S/N:47SS162T7N1030214             |            | \$9,240            |
| 2022 RIVERSIDE TP4VE 4" PORTABLE TRASH PUMP S/N:44551SS12                        | WASTEWATER | \$3,506            |
| 2022 SAM SPEED TRAILER S/N:7L31F6216NG000242                                     |            | \$10,900           |
| 2023 CATERPILLAR 259D3 TRACK LOADER S/N:CW928041                                 |            | \$94,238           |
| 2023 LOAD TRAIL CS8320072 B&B LANDSCAPE TRAILER DPW #467<br>S/N:4ZECH202P1292586 |            | \$8,642            |
| 2023 SCAG TURTIGER ZERO TURN MOWER DPW #468<br>S/N:V9700085                      |            | \$15,011           |
| 2024 ROADCLIPPER HDT207 TRAILER S/N:46UFU242OR1282712                            |            | \$11,629           |
| <b>CONTRACTOR'S EQUIPMENT ≥ \$25,000</b>                                         |            | <b>\$3,035,339</b> |
| <b>CONTRACTOR'S EQUIPMENT &lt; \$25,000</b>                                      |            | <b>\$425,306</b>   |
| <b>CONTRACTOR'S EQUIPMENT TOTAL</b>                                              |            | <b>\$3,460,645</b> |

**DECLARATIONS**  
**MUNICIPAL PROPERTY INSURANCE COMPANY**  
**Variable Coverage Schedules**

| Business Income         |                  |
|-------------------------|------------------|
| Blanket Business Income | \$500,000        |
| <b>Total</b>            | <b>\$500,000</b> |

Attachment: 2025-2026 City of Mequon Proposal for F&P packet (RESOLUTION 4170 : Resolution Approving a Proposal from the League for the



# Cyber Liability



### Cyber Quote for the City of Mequon

|                                |                     |
|--------------------------------|---------------------|
| <b>Cyber Limit:</b>            | <b>\$1,000,000</b>  |
| <b>Deductible:</b>             | <b>\$5,000</b>      |
| <b>Effective Date:</b>         | <b>1/1/2025</b>     |
| <b>Operating Expenditures:</b> | <b>\$31,966,637</b> |

|                 |                 |
|-----------------|-----------------|
| <b>Premium:</b> | <b>\$12,187</b> |
|-----------------|-----------------|

#### Third Party Liability Insuring Agreements:

|                                        |             |
|----------------------------------------|-------------|
| Multimedia Liability                   | \$1,000,000 |
| Security and Privacy Liability         | \$1,000,000 |
| Privacy Regulatory Defense & Penalties | \$1,000,000 |
| PCI DSS Liability                      | \$1,000,000 |
| TCPA Defense                           | \$100,000   |

#### First Party Insuring Agreements:

|                              |             |
|------------------------------|-------------|
| Breach Events Costs          | \$1,000,000 |
| BrandGuard®                  | \$1,000,000 |
| System Failure               | \$1,000,000 |
| Cyber Extortion              | \$1,000,000 |
| Cyber Crime                  | \$250,000   |
| Reward Expenses              | \$100,000   |
| Court Attendance Costs       | \$100,000   |
| Aggregate Limit of Liability | \$1,000,000 |

#### Terms are subject to:

1. Details to question #9-5a regarding unscheduled network outage (how long it lasted, was there any business interruption, amounts paid if loss occurred including legal expense).
2. Total number of records being provided (question #4a).

Thank you for your continued support of the League of Wisconsin Municipalities Mutual Insurance!

Strohm Ballweg, LLP



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

[www.ci.mequon.wi.us](http://www.ci.mequon.wi.us)

Office of Administration

**TO: Common Council**  
**FROM: Justin Schoenemann, Assistant City Administrator**  
**DATE: January 6, 2025**  
**SUBJECT: RESOLUTION 4171 A Resolution Approving a Collective Bargaining Agreement Between the City of Mequon and the Mequon Police Association for the Period January 1, 2025 - December 31, 2027**

### **Background**

On September 25, 2024, negotiations commenced with the Mequon Police Association (MPA) on a new collective bargaining agreement covering 37 police officers, detectives, and sergeants employed by the City. Contract negotiations were completed on December 4, and the MPA ratified the tentative three-year agreement, terms of which are discussed below, in mid-December. While the current agreement between the City and the MPA expired on December 31, 2024, the terms of the expired contract will govern until a new agreement is authorized. A copy of the proposed agreement, showing updates and/or amendments in track-changes format, is attached.

### **Analysis**

The proposed three-year agreement, which includes negotiated wage adjustments over the length of the contract, also contains three "housekeeping" modifications, as follows:

- On page 15, Article XVII - Sick Leave: Section 17.8 is amended to repair and clarify how donated sick time to and from Association members and employees outside of the Association can occur, in concert with other City Personnel Codes that govern non-represented employees.
- On page 17, Article XIX Holidays: Section 19.01 is amended to modify the holiday year-end usage and payout procedure to allow the Department's payroll staff additional time to process payouts and update the time off banks.
- On Pages 30 - 38, Article XXXVI - Substance Abuse: The drug testing procedures within the entire article is amended to modernize and remove archaic language to ensure that proper procedures are in place to govern drug testing when necessary, which occurs infrequently. The City's labor attorney has reviewed and endorsed the proposed updates to the Substance Abuse section.
- All references to the 'Police and Fire Commission' were updated to 'Police Commission' since the Southern Ozaukee Fire and EMS Department now oversees Fire Commission duties.

### **Fiscal Impact**

As noted, the proposed agreement contains negotiated wage adjustments for each year.

Retroactive to January 1, 2025, all members of the Association will receive a 3% cost of living adjustment this calendar year. It is expected that the cost of the proposed wage adjustments will amount to approximately \$102,000 in 2025. Commencing on January 1, 2026, all members of the Association will receive a 2% cost of living adjustment, and an additional 1.5% cost of living adjustment on July 1, resulting in a final 3.5% cost of living adjustment for 2026. Lastly, in 2027, the agreement provides a 3.5% cost of living adjustment. Both the 2026 and the 2027 adjustments are anticipated to cost approximately \$123,000 each year.

**Recommendation**

A recommendation is forthcoming from the Finance-Personnel Committee on January 14, 2025

Attachments:

Mequon Police CBA 2025 - 2027 FINAL (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4171

A Resolution Approving a Collective Bargaining Agreement Between the City of Mequon and the Mequon Police Association for the Period January 1, 2025 - December 31, 2027

A. The City has conducted collective bargaining with the Mequon Police Association.

B. A three-year agreement on the terms of a new labor contract has been reached to be effective retroactively to January 1, 2025 through December 31, 2027, which has been recommended by the Finance-Personnel Committee and ratified by the Mequon Police Association.

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

1. The agreement between the City of Mequon and the Mequon Police Association for January 1, 2025 through December 31, 2027 is approved.

2. The Mayor and City Clerk are authorized and directed to execute and deliver the same

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Approved by: Andrew Nerbun, Mayor

Date Approved: January 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

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Caroline Fochs, City Clerk

***AGREEMENT***  
**BETWEEN**  
***CITY OF MEQUON***  
**AND**  
***MEQUON POLICE ASSOCIATION, INC.***

Effective Date: January 1, 2025

Expiration Date: December 31, 2024

Attachment: Mequon Police CBA 2025 - 2027 FINAL (RESOLUTION 4171 : MPA CBA 25-27)

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## AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF MEQUON, hereinafter referred to as the “Employer,” and the MEQUON POLICE ASSOCIATION, INC., hereinafter referred to as the “Association,” on behalf of and covering only the full-time employees of the Employer’s Police Department employed in the classifications of Sergeant, Detective, and Patrol Officer, hereinafter referred to as “Employees.”

### ARTICLE I - PURPOSE

**Section 1.01:** It is the purpose of this Agreement and the desire of both parties to this Agreement to reach an amicable understanding with respect to the employer-employee relationship which exists between them, to enter into a complete agreement covering rates of pay, hours of work and conditions of employment, to allow the Employer to operate and manage its affairs as efficiently as possible, and to implement the provisions of Section 111.70, Wisconsin Statutes.

### ARTICLE II - RECOGNITION

**Section 2.01:** The Employer agrees to recognize the Association as the exclusive bargaining agent for the regular full-time employees of the Mequon Police Department employed in the classifications of Sergeant, Detective and Patrol Officer, excluding supervisory employees and all other employees in the City of Mequon, for the purposes of conferences and negotiations with the Employer or its lawful authorized representatives on questions of wages, hours and conditions of employment.

### ARTICLE III - NEGOTIATIONS

**Section 3.01:** Either party may select for itself a negotiator or negotiators for the purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes. The parties shall advise each other of the names of their negotiators.

### ARTICLE IV - MANAGEMENT RIGHTS

**Section 4.01:** The Association recognizes the prerogatives of the Employer, the Police Chief and the Board of Police and Fire Commissioners to operate and manage their affairs in all respects in accordance with their responsibility and in the manner provided by law, and the powers

1 or authority which the Employer, the Police Chief and the Board of Police and Fire Commissioners  
2 have not specifically abridged, delegated or modified by other provisions of this Agreement are  
3 retained exclusively by the Employer, the Police Chief and the Board of Police and Fire  
4 Commissioners. Such powers and authority, in general, include, but are not limited to the  
5 following:

- 6 1. To determine its general business practices and policies and to utilize personnel,  
7 methods and means in the most appropriate and efficient manner as is possible.
- 8 2. To manage and direct the employees of the Employer, to make assignments of jobs,  
9 to determine the size and composition of the work force, to determine the work to  
10 be performed by the work force and each employee, and to determine the  
11 competence and the qualifications of the employees.
- 12 3. To determine the method and means by which the operations of the Employer are  
13 to be conducted.
- 14 4. To utilize temporary, provisional, part-time or seasonal employees when deemed  
15 necessary.
- 16 5. To hire and promote employees, to transfer employees within the department, and  
17 to make promotions to supervisory positions in the manner most advantageous to  
18 the Employer.
- 19 6. To lay off employees.
- 20 7. To discipline, suspend, demote and discharge employees for just cause.
- 21 8. To establish or alter the number of shifts, hours of work, work schedules, methods  
22 and processes.
- 23 9. To schedule overtime work when required in the manner most advantageous to the  
24 Employer.
- 25 10. To create new positions or departments, to introduce new or improved operations  
26 or work practices, to terminate or modify existing positions, departments,  
27 operations or work practices, and to consolidate existing positions, departments or  
28 operations.
- 29 11. To make and alter rules and regulations for the conduct of its business and of its  
30 employees.
- 31 12. To subcontract or contract out work when deemed necessary.

1 The Employer shall be under no duty to bargain at any time concerning the exercise or the  
2 decision to exercise the above powers or authority.

3 **Section 4.02:** The parties agree that each employee shall perform all the duties of their  
4 classifications and it is understood by the parties that every incidental duty connected with  
5 operations enumerated in any job description is not always specifically described. Nevertheless,  
6 it is intended that all such duties shall be performed by the employee.

## 7 8 **ARTICLE V - WORK RULES**

9 **Section 5.01:** The Employer has the right to promulgate reasonable rules and regulations  
10 provided that any rules and regulations which are mandatory subjects of bargaining shall be  
11 provided to the Association at least thirty (30) days prior to implementation, except in an  
12 emergency. The Association shall review the proposed change and indicate in writing whether or  
13 not it intends to negotiate the issue within fifteen (15) days of receipt of the proposed change. If  
14 the Association requests to bargain the proposed change the Employer shall not implement the  
15 change until the negotiation process has been completed including arbitration if necessary. If an  
16 impasse is reached, the parties will submit the issue to final and binding arbitration pursuant to  
17 111.77.

## 18 19 **ARTICLE VI - ASSOCIATION ACTIVITY**

20 **Section 6.01:** The Association shall furnish the names of the officers of the Association to  
21 the Employer.

22 **Section 6.02:** All Association members shall be allowed to attend Association meetings  
23 regardless of whether they are on duty, provided that three (3) uniformed Association members  
24 remain on patrol duty during the meetings. All on-duty Association members attending an  
25 Association meeting shall remain on call for emergency services.

26 The City reserves the right to assign which three (3) uniformed Association members shall  
27 be on patrol duty during an Association meeting. The City agrees that it will not assign to road  
28 duty any of the five (5) officers of the Association (president, vice-president, secretary, treasurer,  
29 and alternate) during an Association meeting, provided at least three (3) other uniformed  
30 Association members are on duty.

1 The Association may have two (2) annual meetings plus no more than two (2) special  
2 meetings during each calendar year. Permission to have additional meetings under the terms of  
3 this section shall be at the discretion of the Police Chief.

4 Meeting dates and times shall be mutually agreed upon by the Association and the Police  
5 Chief not less than thirty (30) days in advance of the meeting date and the Chief shall not  
6 unreasonably withhold his agreement. The Chief may waive the thirty (30) day notice  
7 requirement.

8 **Section 6.03:** The City agrees to provide bulletin board space for the Union's use. The  
9 bulletin boards are to be used by the Union for notices only of the following: Union meetings,  
10 Union elections, Union appointments, Union recreational and social events, unemployment  
11 compensation information and other official Union business.

12 Upon written demand from the City, the Union shall promptly remove from such bulletin  
13 boards, any material which is libelous, scurrilous, or in any way detrimental to the labor-  
14 management relationship. The bulletin board is not to be used for endorsement of political  
15 candidates or other public election issues. The City will retain ownership of the bulletin boards.  
16 In the event the Union fails to remove materials in violation of this section, the City reserves the  
17 right to remove said material and/or the bulletin board upon which such material is posted.

18 **Section 6.04:** Up to two (2) members of the Association Bargaining Committee shall be  
19 allowed to attend collective bargaining meetings while on duty without any loss of pay or benefits  
20 subject to being called for an emergency.

## 21 **ARTICLE VII - FITNESS INCENTIVE**

22 **Section 7.01:** The City shall reimburse the Mequon Police Association Inc. up to five  
23 hundred dollars (\$500.00) per year for fitness room and equipment maintenance between the 15th  
24 and 31st of December based upon certified receipts presented to the City prior to December 1. Any  
25 money from the annual allotment that is not expended during the calendar year shall carry over  
26 into the next calendar year, provided that at no time will the total accrued amount exceed the  
27 maximum five (5) years allotment or two thousand five hundred dollars (\$2,500).  
28  
29

## ARTICLE VIII - WAGES

**Section 8.01:** The salaries of employees covered by this Agreement shall be as provided in Appendix “A” attached hereto and made a part of this Agreement.

**Section 8.02:** Patrol Officers shall move in classification from the minimum (first step) in the pay range to the top step (3rd step for Detective and Sergeant) in annual increments on the anniversary date of appointment, promotion or reclassification. The Chief shall have the discretion to establish the starting rate of pay for a newly hired experienced certified officer above Step 1 of the salary scheduled based on the total full-time experience of the newly hired officer. Placement must be at an established step as shown in Appendix A.

**Section 8.03:** Salaries shall be paid biweekly via direct deposit of paycheck to any FDIC insurance bank chosen by the employee.

**Section 8.04:** The Employer reserves the right to make corrections of errors to the salary ordinances if any are found.

**Section 8.05:** The Employer reserves the right to make changes in the salary ordinance to reflect classification changes, but said changes shall not reduce the salary of current incumbents of the classification. These changes shall not be subject to arbitration under any established grievance procedure.

**Section 8.06:** Field training officers or if none are available, the officer that is assigned by the shift supervisor shall receive one (1) hour of compensatory time off or one (1) hour of pay, at the employee’s option for any eight (8) hour shift during which time a certified field training officer is acting in that capacity for at least four (4) hours. After successful completion of one full step of training (1 step is = to 3-4 weeks), the Field Training Officer receives eight (8) hours of straight compensatory time. Only certified field training officers shall be used for the purpose of training new officers except that if none is available on the shift involved, the City reserves the right to assign an individual to field training officer responsibilities. The City shall diligently strive to have sufficient certified field training officers on each shift. Participation as a field training officer is voluntary.

Posting of field training officer educational opportunities shall be done in advance of the dates of the offered courses. When a field training officer position is open, the position shall be posted in the same manner as are promotions or special assignments. Any officer who has completed three (3) years with the Mequon Police Department shall be eligible to apply for a field

1 training officer position or an individual hired from another department that is certified as a field  
2 training officer by the State of Wisconsin and has completed the initial probationary period with  
3 Mequon Police Department.

4 **Section 8.07:** Employees shall receive a temporary upgrade in pay retroactive to the first  
5 day when an employee is acting in a position of higher rank commencing on the fourth (4th)  
6 consecutive work day for a position within the bargaining unit or on the sixth (6th) consecutive  
7 work day for a position outside of the bargaining unit. The rate of pay shall be at the lowest step  
8 of the pay range. There shall be no overtime/out-of-shift pay obligation for this individual.  
9 Temporary assignments for an employee who is acting in the position of higher rank shall not  
10 exceed sixty (60) consecutive work days unless this period is extended by mutual agreement  
11 between the Association and the City. This individual is only eligible for a temporary assignment  
12 of a higher rank after he/she has successfully completed the one (1) year probation.

13 The Department may, at its discretion, create and fill a detective training position in  
14 addition to the regular detective positions. The candidate for the detective training position will  
15 be selected by the Police Chief. The length of the appointment to the detective training position  
16 may vary, and will be determined within the sole discretion of the Police Chief, but no single  
17 assignment will exceed twenty-four (24) consecutive months; however, within the sole discretion  
18 of the Police Chief, the appointment may be extended for up to an additional twelve (12) months  
19 beyond the twenty-four (24) consecutive months maximum. Upon being returned to his/her patrol  
20 officer position, the person will be paid at the rate of pay in effect for this position at the time of  
21 return. During the time that the person is in the detective training assignment, the employee's rate  
22 of pay will be the rate of pay at Step 1 of the salary schedule for the position of detective . Upon  
23 completion of the assignment in the detective training position, the employee will return to the  
24 police officer position he/she held immediately prior to beginning the detective training  
25 assignment including shift assignment and will be paid at the rate of pay currently in effect for that  
26 police officer position.

27 In the event the assignment is ended before twenty-four (24) months have lapsed by either  
28 the incumbent or the Department, two (2) weeks' notice will be given by the party initiating the  
29 change.

30 **Section 8.08:** Whenever an employee is required to supervise a shift as determined by a  
31 Supervisor for each two hour period, the employee shall be entitled to fifteen (15) minutes of

compensatory time off at straight time or fifteen (15) minutes in cash at straight time at the employee's option.

## **ARTICLE IX - HOURS OF WORK**

**Section 9.01:** The Police Chief shall establish working schedules for employees which will provide for a work week of approximately forty (40) hours. The normal work schedule for employees shall consist of eight and one-half consecutive hours (8.50) on the following basis: Four (4) consecutive days on duty followed by Two (2) consecutive days off duty; then repeating the schedule. Employees who are regularly scheduled to work five (5) consecutive days on duty followed by two (2) consecutive off days shall work a shift consisting of eight and one quarter (8.25) consecutive hours and shall receive twelve (12) adjustment days annually. For accounting purposes, any paid time taken off by an employee or any benefits that are accrued to an employee shall be calculated at the rate of one day equals eight (8) hours.

Such regular work week shall include a thirty (30) minute paid lunch period each day during which employees shall be on call and report time up to fifteen (15) minutes prior to the start of each daily shift.

## **ARTICLE X - PERSONNEL FILES**

**Section 10.01:** The Police Department shall keep a central personnel file for each employee.

- a) The contents of personnel files shall be made available to the employee for inspection and review during regular business hours between 8:00 a.m. and 4:30 p.m. or at a time mutually acceptable to the employee and the employer. Upon request, an employee shall be provided one (1) copy of any documents placed in the employee's file, except for the exceptions under Wis. Stat. 103.13.
- b) Employees will be notified in writing when a formal written reprimand is placed in their personnel file. The employee shall have an opportunity to respond in writing to any information with which he/she disagrees. Such response shall become a permanent part of the employee's personnel record except as provided in paragraph (c) of this Article.

## ARTICLE XI - OVERTIME/COMPENSATORY TIME

**Section 11.01:** Employees required to perform duties outside of their regular schedule of hours as provided in Section 9.01 above shall receive overtime pay at the rate of time and one-half (1-1/2) of said employee's regular hourly rate for all such hours worked.

**Section 11.02:** Any employee called into work at a time other than his/her regular schedule of hours shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) of his/her regular rate. In the event the employee is called into work at a time other than his/her regular schedule of hours for a court appearance, such employee shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) of his/her regular rate. This provision shall not apply to hours worked consecutively prior to or subsequent to his/her normal schedule of hours.

**Section 11.03:** All overtime work shall be authorized by the Police Chief or his representative and all employees shall be required to work overtime when requested by the Police Chief or his representative.

**Section 11.04:** All employees shall be eligible for pay or compensatory time off of one and one-half (1-1/2) hours for each hour of authorized overtime worked, at the employee's option. Compensatory time off provisions herein shall be subject to a maximum accumulation of compensatory time off of eighty (80) hours.

The specific time to be taken off is subject to a management right to refuse a request for time off, and a requirement that a request for compensatory time off must be submitted not less than twenty-four (24) hours prior to the time off desired. As a management right, the Police Chief or his representative may waive the twenty four (24) hour advance request requirement.

**Section 11.05:** Employees covered by this Article shall be compensated for their approved overtime as described above. It is specifically understood by the parties that this overtime pay provision shall not apply to the following:

- a) Temporary shift reassignments involved in the annual departmental mandatory in-service recertification mandated by the State.
- b) Switching of off days necessary to provide for the annual departmental mandatory annual in-service training mandated by the State, provided that such switching shall not result in an officer being required to work on more than two (2) of the off days and provided that off days shall be switched in blocks of two (2) or more days, not in single days.

- c) Special training that is provided at the request of the officer involved.
- d) Training that occurs outside of the Milwaukee area where the City is paying expenses for the officers attendance at such training.
- e) Temporary shift assignments involved when an employee is scheduled for a court appearance that is expected to exceed four (4) hours per day or more than one (1) day.

**Section 11.06:** Whenever a court case is cancelled later than the close of business of the preceding business day (currently 5:30 p.m.) the employee shall be entitled to a two (2) hour minimum at the employee's regular straight time or compensatory time off at the employee's option. This provision does not apply when the employee is at work at the scheduled court time. It shall be the employee's or the employee's representative's responsibility to follow the established procedure and contact the department before the scheduled court appearance to determine whether the court case has been cancelled. Failure to contact the department in the designated time frame shall result in a denial of any request for the additional compensation provided for in this section.

## **ARTICLE XII - MILITARY LEAVE**

**Section 12.01:** Military leave shall be unpaid and shall be granted in accordance with applicable state and federal laws. The Employee shall give the Employer a copy of his/her orders which state where, when and how long the duty assignment is within twenty four (24) hours after the orders are received. Denial of such leave is grievable.

## **ARTICLE XIII - LONGEVITY**

**Section 13.01:** The Employer shall compensate employees for longevity on the basis of thirty dollars (\$30.00) per year for each year of service, commencing with the completion of two (2) years of service, with a maximum of thirty (30) years being so compensated. Such payment shall be made on the first pay period in December to each employee.

## **ARTICLE XIV - LIFE INSURANCE**

**Section 14.01:** Eligible employees shall be covered by the group life insurance plan for Public Employers established under Section 40.20, Wisconsin Statutes. The City shall pay the full

premium for such insurance for regular employees. Eligibility requirements and benefits shall be as provided by Statutes and the rules and regulations established by the Group Insurance Board of the State of Wisconsin. The City of Mequon shall pay monthly Life Insurance premiums as stated above.

## **ARTICLE XV - HEALTH INSURANCE**

### **Section 15.01:**

- a) The City has the right to change carriers or to self-insure or to alter the benefit structure if substantially equivalent coverage is maintained. Upon retirement, the employee will be permitted to participate in any of the City's health insurance programs offered to active employees, subject to the employee paying the full cost of insurance and provided the employee is eligible to participate in the plan.
- b) The City may enter into health contracts with carriers selected by the City.
  - a) Coverage provided by the contracts is contained in the Group Health Booklet published by the carriers, which will be distributed to covered employees.
  - b) Coverage under the City's Health Program shall only be available until the employee and/or spouse become eligible for Medicare, but only if permitted by the health care plan.
- c) It shall be the employee's responsibility to notify the City of any change in status for health insurance coverage. This shall include, but not be limited to, changing from family to single coverage. Failure to notify the City shall result in the employee assuming responsibility for the additional cost until corrected. No employee shall make any claim against the City for additional compensation in lieu of or in addition to the City's contribution.

**Section 15.02:** Subject to the City's rights in Section 15.01(a), the employee will pay twelve percent (12%) of the premium for the plan selected by the employee.

The City shall establish a Flexible Spending Account (FSA) program that will allow employees to contribute to this account for eligible expenses on a pre-tax basis.

## ARTICLE XVI - DENTAL INSURANCE

**Section 16.01:** The Employer agrees to maintain the group Dental Insurance coverage in effect on March 1, 1993, or substantially equivalent coverage if available, during the term of this Agreement. The City has the right to change carriers or to self-insure or alter the benefit structure, provided the employees are informed, and, if available, substantially equivalent coverage will be maintained. The cost of dental insurance replacement will not be used as an excuse for saying an alternative carrier is not available. The Employer shall contribute seventy five percent (75%) of the single and family monthly premium with the employee paying twenty-five percent (25%) by payroll deduction.

## ARTICLE XVII - SICK LEAVE

### **Section 17.01:**

- a) Every full-time employee shall be granted sick leave with full pay accruing at the rate of one (1) working day per each month of service and shall be granted one (1) additional day of sick leave accumulation for each half year that an employee does not take or use sick leave for any reason. The one-half (1/2) year spans would be January 1 through June 30 and July 1 through December 31. In the determination of the total sick leave accrual, an employee shall be considered to have worked on any days for which he received compensation such as sick leave, funeral leave, injury leave, holiday pay or vacation pay. The unused balance of sick leave allowance shall be accumulated to the employee's credit provided that the balance of the credit to the employee as of December 1 of each year shall not exceed one hundred eighty (180) working days.
- b) An employee who has accumulated more than the allowable days of unused sick leave as of the last day of the last payroll period of November will be paid twenty dollars (\$20.00) for each unused sick day above said one hundred and eighty (180) day limit. This payment is to be issued along with the longevity payment.
- c) Upon retirement under the Wisconsin Retirement System, an employee will be allowed to choose one of the following options (1); if an eligible retiring employee elects to continue coverage under the City's group health plan, a monthly City contribution toward the retiree's premium in the amount of the group health

1 insurance coverage for the City of Mequon Plan, subject to the maximum Employer  
2 payment conditions established in Article XV, for a period of time not to exceed  
3 one month for each ten days of accumulated, unused sick leave; or (2) in lieu of the  
4 premium payments described in item (1), a taxable cash payment equal to 50% of  
5 the premium paid by the City for similarly situated active employees who  
6 participate in the City's group health plan, which will be paid out in substantially  
7 equal installments over the period described above during which the retiree is  
8 eligible for a City contribution towards health insurance. To receive the cash  
9 payment described in item (2) above, the eligible retiree must make an election  
10 consistent with the City's Section 125 plan. The City will deduct the cost of the  
11 employee's contribution from their final paycheck. After an eligible retiree has  
12 exhausted the retiree health insurance benefits described above, the retired  
13 employee and/or his/her spouse may elect to maintain coverage under the City's  
14 group health plan and the retiree will be solely responsible for the full cost of  
15 continued coverage.

16 In the event of the death of a current employee, if the surviving spouse/family is  
17 currently enrolled in the City's Group Health Insurance plan, the surviving  
18 spouse/family may elect to continue to be covered under the City of Mequon plan  
19 and the City will make a monthly contribution towards the cost of the spouse/family  
20 premium in the amount of the group health insurance coverage for the City of  
21 Mequon Plan, subject to the maximum Employer payment conditions established  
22 in Article XV, for a period of time not to exceed one month for each ten (10) days  
23 of accumulated, unused sick leave at the time of the employee's death up to a  
24 maximum of 180 days. The City will deduct the cost of the spouse/family's  
25 premium contribution from the final paycheck paid on behalf of the deceased  
26 employee. The surviving spouse/family cannot elect a cash payment in lieu of  
27 continued coverage under the City's health insurance plan. If the surviving  
28 spouse/family is not enrolled in the City's Group Health Insurance Plan at the time  
29 of the employee's death, the surviving spouse/family will receive upon his/her  
30 request a taxable cash payment in an amount equal to 50% of the premium paid by  
31 the City for the deceased employee who was participating in the City's group health

1 plan multiplied by one-tenth (1/10) of the number of unused accumulated sick days  
2 at the time of the employee's death up to a maximum of 180 days. The surviving  
3 spouse/family will not be allowed to enroll in the City's health insurance plan in  
4 lieu of the cash payment.  
5

6 **Section 17.02:** It is the policy of the City to provide certain salary continuation benefits  
7 for regular full-time employees for reasonable amounts of unavoidable absences for injury or  
8 illness. Pay continuation benefits as outlined in this policy are contingent upon actual illness or  
9 injury. Sick leave is to be used under the following circumstances: when an employee is sick and  
10 therefore unable to perform his/her job duties; when an employee needs to attend a medical  
11 appointment for himself/herself that cannot be scheduled outside of their normal work hours; when  
12 an employee declines a modified duty alternative assignment under workers' compensation  
13 because they feel they are unable to perform the modified duty assignment; and one day per  
14 occurrence is permitted when an employee needs to care for a sick family member (spouse, child,  
15 or parents of employee) or to take them to a medical appointment that cannot be scheduled outside  
16 of normal work hours. This section is not applicable to a leave of absence governed by the federal  
17 and state Family and Medical Leave Act.

18 **Section 17.03:** Sick leave with pay may be permitted without requiring the employee to  
19 submit a doctor's certificate provided that the Police Chief has other satisfactory evidence of bona  
20 fide illness. When leave extends beyond three (3) consecutive days, a statement from the attending  
21 physician or other qualifying professional physician or nurse, certifying to the nature and  
22 seriousness of the sickness shall be furnished to the Police Chief.

23 **Section 17.04:** Eligibility for sick leave allowance shall be given at the completion of six  
24 (6) months actual service following date of hire, but accumulated credits shall be retroactive to the  
25 date of hire.

26 **Section 17.05:** A full-time employee sustaining an injury or illness within the scope of  
27 his/her employment with the City as provided by Chapter 102 of the Wisconsin Statutes after the  
28 effective date of this provision and who is eligible to receive Workers' Compensation payments  
29 for temporary partial disability or temporary total disability shall be eligible for payment by the  
30 City of the difference between the Workers' Compensation payment received by the employee and  
31 the employee's regular straight-time net take-home pay as supplemental temporary income. Such

1 payment will be made either through the salary continuation plan set forth in Section 17.07 or by  
 2 the City directly. The supplemental temporary income paid by the City will continue until such  
 3 time as the employee reaches MMI (maximum medical improvement), or the employee is able to  
 4 perform his/her regular duties or such other temporary tasks available within the framework of the  
 5 Police Department functions, or one (1) calendar year has passed since the date of the injury,  
 6 whichever comes first. Any employee receiving a check for workers' compensation benefits shall  
 7 immediately provide the City Finance Director with a true and correct copy of the workers'  
 8 compensation check(s) and any LTD checks. The employee's next regularly scheduled payroll  
 9 check will be an amount that is the difference between the Workers' Compensation check and the  
 10 employee's regular straight time net take-home pay not counting voluntary deductions. During  
 11 the period the employee is receiving supplemental temporary income under this provision, there  
 12 shall be no deductions from the employee's earned sick leave, provided however, that an employee  
 13 who is still on workers' compensation after the above-referenced one (1) year time frame may use  
 14 sick leave at his/her option to make up the difference between the workers' compensation and LTD  
 15 payment received by the employee and the employee's regular straight time net take-home pay.  
 16 When the City shall have made any such payment and the employee makes claim for damages  
 17 against any third party and/or such third party's insurer, the City shall be entitled to receive from  
 18 any damage recovery by such employee, reimbursement for any supplemental temporary income  
 19 paid under this provision.

20 **Section 17.06:** Employees shall be covered by Long Term Disability Insurance under the  
 21 plan adopted by the employer. Coverage provided by the contract is contained in a certificate  
 22 published by the carrier, which will be distributed to covered employees. Briefly, the coverage  
 23 will include: A monthly benefit of sixty percent (60%) of monthly salary, not to exceed five  
 24 thousand dollars (\$5,000), coordinated with payments from Workers' Compensation or Social  
 25 Security, employees will be eligible for this coverage on the first of the month following thirty  
 26 (30) days of service, there is waiting period of ninety (90) consecutive calendar days or, for non-  
 27 occupational illness/injury leave provided for in Article XVII of this Agreement, whichever is  
 28 later; and benefits are payable for up to two (2) years due to sickness and up to age sixty-five (65)  
 29 for accidental disabilities. A three-month (3) survivor benefit, which is an amount equal to three  
 30 (3) non-integrated monthly benefit payments, is paid in a lump sum to the covered employee's  
 31 spouse, children or parents, respectively. The Employer shall pay one hundred percent (100%) of

1 the premium for such insurance. The elimination period for employees on workers' compensation  
 2 is ninety (90) consecutive days from the date of the injury. The elimination period for employees  
 3 who incur a non-work related injury is the latter of ninety (90) days or until all but ten (10) sick  
 4 days remain in the employee's accrued sick leave account.

5 **Section 17.07:** Family and medical leave shall be governed by applicable state and federal  
 6 laws, as interpreted by state and federal courts and agencies.

7 **Section 17.08:** Sick leave may be donated, one (1) employee to another, in all City  
 8 departments subject to a maximum of forty-eight (48) hours per calendar year of donation by any  
 9 officer. Donations shall be not less than one (1) hour and shall not be recoverable by the donating  
 10 officer. Donations made to employees outside of the bargaining unit shall be subject to the City's  
 11 Personnel Code, as amended from time to time, and transferred to the City-designated "medical  
 12 leave bank" of the recipient. Donations from employees outside of the bargaining unit to members  
 13 of the bargaining unit are subject to standards of the City's Personnel Code and will be placed in  
 14 the recipient employee's "sick leave bank."

15 **Section 17.09:** An employee whose application for Workers' Compensation benefits has  
 16 been denied and who is appealing the denial of Workers' Compensation benefits to the State of  
 17 Wisconsin may request to receive his/her regular straight-time net take home pay as supplemental  
 18 temporary income from the City under the following conditions.

- 19 1. Prior to being eligible to receive the supplemental temporary income the employee  
 20 must apply for Long-term Disability Insurance benefits according to the City's  
 21 plan. In addition, the employee must use all his/her accrued sick leave consistent  
 22 with the requirements of Section 17.07.
- 23 2. Prior to being eligible for the supplemental temporary income the employee must  
 24 execute a promissory note agreeing to repay the City the total amount of any  
 25 supplemental temporary income received by the employee should the employee be  
 26 unsuccessful in his/her appeal of the denial of workers' compensation benefits. The  
 27 promissory note will be secured by the employee's benefits provided in Article  
 28 XXIII of the collective bargaining agreement and if necessary by other property  
 29 designated by the employee or with donated time by other members of the  
 30 bargaining unit. The employee will also agree to and authorize repayment of the  
 31 supplemental temporary income by means of automatic payroll deduction not to

exceed twenty percent (20%) of the employee's biweekly base pay from any wages paid by the City to the employee should the employee return to work for the City at any time after the denial of benefits is final.

3. The supplemental temporary income payment to the employee will continue for up to ninety (90) days from the date of injury or until one of the following events, whichever occurs first:
  - a) the employee is eligible for Long Term Disability;
  - b) the appeal of the denial of benefits is decided by the State of Wisconsin, Workers' Compensation Appeal division;
  - c) the employee has reached maximum medical improvement (MMI);
  - d) the employee is able to return to perform his/her regular duties;
  - e) the employee is able to perform other temporary tasks available within the framework of the Police Departments' functions.
  - f) the employee receives a disability retirement.

## **ARTICLE XVIII - VACATIONS**

**Section 18.01:** Employees shall be granted vacation with pay as follows:

- a) Twelve (12) workdays after one (1) year of service. The twelve workdays are not earned until the employee completes one full year of service. During the first and second calendar year of employment, a probationary employee may use vacation from this bank. Such time may not be used while the employee attends an Academy or other schooling. The days fronted to the employee, which if used, shall be deducted from the employee's final paychecks in the event the employee uses days that are unearned. (Example: Employee begins employment August 1, 2021. The employee receives 12 days of vacation on August 1, 2021 to use between August 1, 2021 and December 31, 2022. The vacation workdays are not fully earned (it is prorated per full month worked from the start date through the one year anniversary) until August 1, 2022.);
- b) Seventeen (17) workdays after seven (7) years of service;
- c) Twenty-two (22) workdays after thirteen (13) years of service;
- d) Twenty-seven (27) workdays after twenty (20) years of service;

e) Thirty (30) workdays after twenty-five (25) years of service.

**Section 18.02:** Vacation schedules, including the number of persons allowed to be off at one time, shall be adopted by the Police Chief. Employees shall submit their choice of vacation periods to the Police Chief and in case of conflicts; seniority shall govern, provided the needs of the Police Department are met.

**Section 18.03:** Vacations not taken by the end of the year shall be deemed lost. In the event the employee cannot take his/her full vacation by the end of the year because of circumstances caused by the Employer, such unused vacation shall be taken in January of the following year.

**Section 18.04:** Notice of resignation must be given to the City at least fourteen (14) calendar days prior to the date of the resignation. Failure to provide a fourteen (14) calendar day notice of resignation may result in termination of any payoff other than salary.

## **ARTICLE XIX - HOLIDAYS**

**Section 19.01:** Full time employees shall have the option of taking holiday pay in cash or time off. Each employee shall have eighty (80) hours of holiday pay at the beginning of each year.

|                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Friday before Easter      |
| Memorial Day           | Independence Day          |
| Labor Day              | Thanksgiving Day          |
| Day after Thanksgiving | December 24th             |
| Christmas Day          | December 31 <sup>st</sup> |

Those employees who wish to take part or all of the hours in time off shall have prior approval by the Police Chief or his designee prior to taking the time off. Those hours, which have not been taken off or have not been approved to be taken off as of the last day of the ~~last-first~~ payroll period of November shall be paid on the first pay period in December. Any hours which have been approved to be taken off after November 15<sup>th</sup> and subsequently, for any reason, are not taken off shall be paid on the next pay period in the new year at the previous year's rates.

**Section 19.02:** During the calendar year, each employee who has completed one year (12 months) of continuous service will be entitled to two (2) personal days off with pay, subject to prior reasonable notification to, and approval by, the Police Chief or his designee of the days selected by the employee. If the personal days are not used by December 31, they will be lost.

**Section 19.03:** For the purpose of termination for any reason, an employee who has utilized holiday pay which exceeds the earning formula (holiday pay accrues at .833 days per full month) shall be required to reimburse the City for all holiday time used that was not earned. Holiday payments for new employees shall be prorated based on the earning formula set forth above and made available to a new employee after one (1) full month of employment.

## **ARTICLE XX - UNIFORM ALLOWANCE**

**Section 20.01:** All employees covered by this contract and employed by the Mequon Police Department a minimum of twelve (12) months prior to the first pay period in December, shall receive an annual uniform allowance of six hundred twenty-five dollars (\$625.00), less all applicable state and federal withholding taxes. Such payment is to be made on the first pay period in December. A new employee shall be eligible for a prorated uniform allowance based on the number of full months from the employee's date of hire to the following December 1<sup>st</sup>.

**Section 20.02:** Officers, upon hire, shall be issued the following uniform items which shall remain the property of the Mequon Police Department: Pants, two (2) pair; long sleeve shirts (2); short sleeve shirts (2); uniform belt (1); shoes, (1) pair (oxford style); ties (2); uniform jacket (1); rain coat (1); summer hat (1); winter hat (1); name plate (1).

**Section 20.03:** The purchase, use, wearing and maintenance of uniforms shall be subject to the rules and regulations established by the Police Chief.

**Section 20.04:** The City shall pay the total cost of any new items that are required as a result of changes in the uniform, if such uniform changes are mandated by the City. The Employer shall repair or replace uniform components damaged in the line of duty according to the following schedule:

| <u>Shirts/Slacks</u> |      | <u>Jackets</u>     |      |
|----------------------|------|--------------------|------|
| 1 year or less       | 100% | 2 years or less    | 100% |
| 2 years or less      | 75%  | 4 years or less    | 80%  |
| 3 years or less      | 50%  | 6 years or less    | 60%  |
| 4 years or less      | 25%  | 8 years or less    | 40%  |
| More than 4 years    | -0-  | 10 years or less   | 20%  |
|                      |      | More than 10 years | -0-  |

**Section 20.05:** The City shall repair or replace eye wear damaged in the line of duty up to a limit of one hundred seventy-five dollars (\$175.00) per incident, provided the original eyewear are of shatterproof materials and the employee submits receipt for a repair or replacement cost.

The City shall repair or replace wristwatches damaged in the line of duty up to a limit of fifty dollars (\$50.00) per incident, provided the employee submits a receipt for the repair or replacement cost.

## **ARTICLE XXI - FUNERAL LEAVE**

**Section 21.01:** Regular, full-time employees shall receive emergency leave with pay in case of death in the immediate family which is defined as husband, wife, child, brother, sister, parent, grandparent, grandchild, stepfather, stepmother, brother-in-law or sister-in-law of an employee or their spouse. Such persons need not reside with the employee to come within such classification. This emergency leave shall be for three (3) days not to exceed one (1) day after burial and/or the funeral service.

Regular, full-time employees shall receive one (1) day of paid funeral leave in the event of the death of an aunt or uncle of either the employee or employee's spouse. Funeral leave is not to be charged to sick leave.

**Section 21.02:** One (1) day of sick leave per year shall be allowed in the event that the employee must attend a funeral other than those in the immediate family as defined in Section 21.01 where his/her attendance at such funeral is required to act as pallbearer.

## **ARTICLE XXII - PENSIONS**

**Section 22.01:** The retirement of employees will be governed by the applicable State Statutes, City Ordinances and general rules of the Mequon Police Department. All employees will pay the full cost of the employee's contribution rate by payroll deduction, as established by the Department of Employee Trust Funds from time to time.

For purposes of this section, employee's contribution rate is defined as one-half of the total actuarially required contribution rate for general municipal employees.

### ARTICLE XXIII - RETIREMENT PLAN

**Section 23.01:** Upon retirement, each employee shall receive two (2) full working days pay for each year of continuous service on the department. The rate of pay is to be determined by the employee's current hourly base rate or the highest hourly base rate during the three (3) years preceding the date of retirement, whichever is greater.

**Section 23.02:** If an employee retires due to injuries or illness which prevents the employee from physically or mentally performing his/her duties as a police officer, the employee shall receive three (3) full working days for each year of continuous service on the department. The rate of pay is to be determined by the employee's current hourly base rate or the highest hourly base rate during the three (3) years preceding the date of retirement, whichever is greater.

**Section 23.03:** Upon employee's death, the benefits shall be paid to his/her beneficiary at the rate of three (3) full day's pay for each year of continuous service on the department. The rate of pay is to be determined by the employee's current hourly base rate or the highest hourly base rate during the three (3) years preceding the date of death, whichever is greater.

**Section 23.04:** This plan is in addition to the employee's present pension plan provided for in Article XXII of this Agreement.

### ARTICLE XXIV - EDUCATIONAL INCENTIVE PROGRAM

**Section 24.01:** Regular full-time officers who have completed the one (1) year probationary period are eligible to participate in this program.

**Section 24.02:** The Police Chief shall have authority to establish rules and regulations governing, and to approve courses and seminars for eligibility for reimbursement under this program, provided, however, that any courses approved must be job-related or must be part of the required curriculum leading to a job-related degree, and offered by an accredited college, university, business or vocational school, that any seminars approved must be job-related and offered by an accredited school or reputable organization, and that an employee has made application for and received approval for such course or seminar on forms provided by the department prior to commencing such course or seminar.

**Section 24.03:** Time spent in preparation for classes, and attendance of classes, shall be off time not compensated for by the City.

**Section 24.04:** Employees who attend classes approved by the Police Chief shall be reimbursed for books and tuition based on the University of Wisconsin, Milwaukee rates, provided that the employee receives a grade of C or better. If an employee receives a grade of A or B, the employee shall be reimbursed one hundred percent (100%). If the employee receives a grade of C, the employee shall be reimbursed at the rate of fifty percent (50%). There shall be no cap on the amount the employer will pay under this provision. This section applies to all courses approved by the Police Chief for an Associate's, Bachelor's or Master's Degree.

## **ARTICLE XXV - SENIORITY**

**Section 25.01:** Seniority pertaining to layoff and recall shall be determined by the employee's length of service as a full-time Police Officer in the department. Starting date of employment under this Article, for the purpose of determining seniority, shall mean date of original hire in the Mequon Police Department and shall determine an employee's seniority date. Employees having the same starting date shall have their seniority status determined by the grade achieved in training school. Seniority pertaining to shift assignments, selection of vacation schedules, and all other purposes, except lay off and recall, shall be based on the employee's total length of service in their current position (time in grade).

Time lost because of occupational illness or injury, and time spent in the Armed Forces on approved military leaves of absence shall be included.

Employees returning from a promotion within the department shall retain all departmental seniority, including time in the promotion position.

**Section 25.02:** An employee shall be appointed to his/her position for a probationary period of one (1) year. If the appointment is original, the probationary employee may be discharged at any time during his/her probationary period at the discretion of the Police Chief without further appeal. If the appointment is promotional, the probationary employee may be demoted at any time during his/her probationary period at the discretion of the Police Chief without further appeal. The original probationary period provided for in this section may be extended for good reason at the sole discretion of the Police Chief and without further appeal, for up to an additional three (3) months, upon written notification by the Chief to the employee listing the

reasons for the extension. This extension shall not apply to any probationary periods involving any promotions.

**Section 25.03:** In the event of a layoff of employees covered by this Agreement, the order of layoff shall be inversely related to length of service, i.e., the last person hired shall be the first person laid off. An employee shall not accumulate seniority while on layoff.

**Section 25.04:** In the event of a recall to work, the order of return shall be directly related to length of service, i.e., the last person laid off shall be the first person returned to work.

**Section 25.05:** An employee shall forfeit his/her seniority rights only for the following reasons:

- a) Resignation.
- b) Dismissal with no reinstatement.
- c) Retirement.
- d) Unreasonable unexcused absence.
- e) Unreasonable failure to return to work on time following an approved leave of absence.
- f) On layoff for a period of two consecutive years.
- g) Unreasonable failure to return to work on time following recall from layoff.

**Section 25.06:** In the event it becomes necessary or requested, an up-to-date seniority list showing names and length of service shall be provided for inspection by members of the department.

**Section 25.07:** Subject to the terms of this Article, shift assignments shall be made on the basis of seniority (time in grade) preference. There shall be a total of four (4) regular shifts as follows: Late shift, day shift, early shift and swing shift.

Shift assignments shall be subject to the following:

- a) Shift assignments in effect on the date of execution of this Agreement shall remain in effect, except as otherwise provided herein.
- b) There shall be no rotation of shifts.
- c) Whenever a vacancy occurs in a permanent position to one of the regular four shifts identified in Section 25.07 above, the vacant shift shall be posted for ten working days (Monday through Friday, excluding Saturday, Sundays and holidays) and shall

be filled on a seniority basis by the most senior person who applies for the position. If no employee applies for the vacancy, the least senior officer shall be ordered to fill it. This does not apply to promotions.

d) There shall be no bumping of officers from shifts, subject to the following exception: A school liaison officer or special operations officer, upon reassignment to patrol duty, shall have the right to select his/her shift on the basis of seniority (time in grade), provided he/she has previously made application for his/her preference on a specific shift when an opening existed, and this opening was filled by an officer of lesser time in grade.

e) A shift reassignment may be made at the voluntary request of an officer, where, in the opinion of the Police Chief, such reassignment is in the best interests of the Police Department and/or the officer submitting the request. Vacancies resulting from such reassignment shall be filled on the basis of seniority preference.

Nothing in this section shall be construed to limit the management right of the Employer to make temporary shift assignments of probationary employees, or to establish temporary or special duty shifts, other than the regular shifts, and to make assignments to such shifts, or to alter the starting time of said regular shifts, or to alter the number of officers assigned to each shift, all consistent with the needs of the Police Department.

## **ARTICLE XXVI - GRIEVANCE PROCEDURE**

**Section 26.01:** The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of the specific provisions of this Agreement provided, however, that suspensions, demotions and discharges shall be processed exclusively under the provisions of Section 62.13, Wisconsin Statutes. The grievance process must be initiated within ten (10) working days of the incident or within ten (10) working days of the time that the aggrieved became aware or should have been aware of the incident. Working days, for the purpose of this Article, shall be Mondays through Fridays, excluding holidays. Any grievances not reported or filed within the time limits set forth above shall be invalid.

Any dispute relative to the interpretation or application of this Agreement between the Employer and Employee or the Employer and the Association shall be handled as follows:

1        Step 1. The Employee, who may be accompanied by a representative of the Association if  
2        he desires, shall discuss the grievance orally with the Police Chief. The Police Chief shall  
3        respond orally within ten (10) working days thereafter.

4        Step 2. If the grievance is not satisfactorily settled at Step 1, the grievance shall, within ten  
5        (10) working days after the oral response of the Police Chief, be submitted in writing to  
6        the Police Chief. The Police Chief shall respond in writing within ten (10) working days  
7        thereafter.

8        Step 3. If the grievance is not satisfactorily settled at Step 2, the grievance shall, within ten  
9        (10) working days after the written response of the Police Chief, be submitted in writing to  
10       the City Administrator. Within ten (10) working days of receipt of the grievance, the  
11       Administrator shall confer with the concerned parties. A written determination of the  
12       grievance shall be submitted to the grievant by the City Administrator within ten (10)  
13       working days after conferring with the parties.

14       Step 4. If the grievance is not satisfactorily settled at Step 3, the grievance may be  
15       submitted in writing to the Wisconsin Employment Relations Commission for the purpose  
16       of arbitration. Any decision issued by said Commission, within its jurisdiction, shall be  
17       final and binding on both parties.

18       **Section 26.02:** The arbitrator shall neither add to, detract from nor modify the language of  
19       this Agreement in arriving at a determination of any issue presented. It is the intent of this Section  
20       that both the Association and the City desire the arbitrator to expressly confine himself to the  
21       precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any  
22       other issue not so submitted to him or to submit observations or declarations of opinion which are  
23       not directly essential in reaching the determination.

24       **Section 26.03:** All expenses which may be involved in the arbitration proceeding shall be  
25       borne by the parties equally, except that for the expenses related to the calling of witnesses or the  
26       obtaining of depositions or any other similar expenses associated with such proceedings shall be  
27       borne by the party at whose request such witnesses or depositions are required.

28       **Section 26.04:** When a grievance is required to be in writing, it shall state the specific  
29       provision or provisions of the Agreement alleged to have been violated.

**Section 26.05:** All appeals of duly filed grievances not submitted by the grievant or his/her representative within the time limit specified, shall be termed abandoned grievances and as such, shall be considered as being resolved in favor of the Employer. This provision shall not apply to Step 1 of the grievance process. This section shall not apply to Step 1 of the grievance procedure. The parties may, by mutual agreement, extend the time limits to which this section applies.

6                   **Section 26.06:** The Association agrees to furnish the City Administrator with an up-to-  
7   date list of the members and chairman of its Grievance Committee.

8           **Section 26.07:** Employees who are required to attend any of the meetings and/or hearings  
9           which may be required pursuant to this Article, shall be excused without loss of pay to attend such  
10          meetings and/or hearings, if such are scheduled during their regular working hours, provided  
11          however, that only one (1) Association representative shall be so excused for any one meeting or  
12          hearing.

13           **Section 26.08:** Except as otherwise provided for herein, any and all attorney's fees which  
14       may result from proceedings had under this Article, shall be borne exclusively by the party  
15       incurring such expense. Either party may obtain the services of any attorney at any stage of the  
16       proceedings under this Article.

17 **Section 26.09:** No grievance shall be submitted or processed under this Agreement which  
18 relates to a period prior to the execution date of this Agreement. Any grievance pending prior to  
19 the execution date of this Agreement shall be governed by the terms and provisions of the  
20 preceding Agreement.

21 **Section 26.10:** A written reprimand from the Police Chief may be grieved, but only  
22 through step three of the grievance process.

24 **ARTICLE XXVII - NO WAIVER OF RIGHTS**

**Section 27.01:** Neither party to this Agreement waives any rights possessed by it under State or Federal Laws, Regulations or Statutes, including Section 111.70, Wisconsin Statutes. It is intended by the provisions of this Agreement, that there be no abrogation or limitation of duties, obligations, or responsibilities of the Employer, the Board of Police and Fire Commissioners or the Police Chief which are now provided for either by State Statutes or charter ordinances of the City of Mequon. In the event of conflict between the provisions of this Agreement and such State Statutes or charter ordinances, the latter shall, in all cases, be applicable and shall prevail. General ordinances of the City of Mequon hereto related shall be in full force and effect except as expressly provided otherwise in this Agreement.

**ARTICLE XXVIII - NO STRIKE**

**Section 28.01:** The Association pledges itself to make every effort to maintain unimpaired the police service and protection of the community. It shall not cause, counsel or permit its members, or any of them individually, or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department, or to refuse to perform any customarily assigned duties, including overtime, for the Employer, nor shall any employee participate in such prohibited activity. The occurrence of any such prohibited activity by the Association or employees shall be deemed illegal and violation of this Agreement shall render the Association and the employees subject to the penalties provided herein.

**Section 28.02:** Should one or more members of the bargaining unit during the term of this Agreement or any extension thereof, breach the obligations of Section 28.01, the Employer shall immediately notify the officers of the Association that a prohibited action is in progress. The Association shall immediately, and in any event within twelve (12) hours, by the senior responsible officer of the Association, disavow said strike, shall order its member or members in writing to return to work or cease the prohibited activity and provide the Employer with a copy of its order or alternatively accept the responsibility for the strike.

**Section 28.03:** Whether or not the Association is liable for any activity prohibited in Section 28.01, any employee who engages in such activity may be subject to the following penalties:

- a) Discharge, or other disciplinary action.
- b) Loss of compensation, vacation benefits, holiday pay, insurance and other benefits.
- c) Extra tours of duty without pay.

**Section 28.04:** In addition to any action or penalties provided in this Article, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

**Section 28.05:** There shall be no lockout by the Employer during the term of this Agreement.

**ARTICLE XXIX - RESIDENCY REQUIREMENT**

**Section 29.01:** Residency within the City of Mequon or within the County of Ozaukee shall not be required as a condition of employment.

## **ARTICLE XXX - AIR CONDITIONED SQUADS**

**Section 30.01:** All police vehicles shall be equipped with factory installed air conditioning.

## **ARTICLE XXXI - MILEAGE**

**Section 31.01:** All employees required to use their personal car on City business (including attending a LESB Academy), will be reimbursed at the maximum allowable rate set by the IRS. No mileage reimbursement will be paid to an employee if a departmental vehicle is available and the employee elects to use his/her personal vehicle. When an employee is required to report to a work site other than the Public Safety Building, mileage reimbursement will be based on the distance from the employee's residence to the work site or the distance from the Public Safety Building to the work site, whichever is less.

## **ARTICLE XXXII - DUES DEDUCTION**

**Section 32.01:**

- a) As the exclusive bargaining representative of employees in a collective bargaining unit comprised of the regular permanent full-time employees of the Mequon Police Department, but excluding clerical and professional employees, supervisory, managerial and confidential employees and all other employees of the City of Mequon, the Association will represent all such employees, members and non-members, fairly and equally. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and by-laws. No employee shall be denied Association membership because of any protected category covered under state or federal law.
- b) Changes in the amounts required to be deducted shall be certified by the Association to the Employer thirty (30) days before the effective date of the change. In the event of any dues increase, the Association agrees to submit to the Employer a sworn statement that the increase is due to the increased cost of the bargaining process and administration of the contract.
- c) The Employer shall not be required to submit any amounts to the Association under this Agreement for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions. The Employer will provide the

Association with the list of employees from whom such deductions are made with each monthly remittance to the Association.

- d) The Employer shall not be liable to the Association, employee or any party by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer under this Agreement.
- e) In the event of any dispute over the interpretation, application or enforcement of the terms of this Agreement, a grievance may be filed and processed under the Grievance Procedure.
- f) In the event the Association violates any of the provisions of the No-Strike Article in the collective bargaining Agreement between the parties, this Agreement shall be immediately terminated.
- g) In the event a labor organization other than the Association is recognized by the City, or is certified by the Wisconsin Employment Relations Commission, as the exclusive bargaining representative for all or any portion of the employees included in the collective bargaining unit referred to in Paragraph (a) above, this Agreement shall be immediately terminated.

**Section 32.02:** The Employer agrees to deduct monthly dues from the pay of employees who individually sign voluntary dues checkoff authorization forms supplied by the Association. The Employer agrees to deduct the appropriate amount from each paycheck each month of each employee requesting such dues deduction following receipt of the written authorizations from the Association and shall remit the total of such deductions to the Treasurer of the Association within ten (10) days of the date such deductions were made with a list of the names that the dues have been deducted from. Any changes in the amount of dues to be deducted shall be certified to the Employer by the Association at least thirty (30) days prior to the effective date of such change.

### **ARTICLE XXXIII - JURY DUTY**

**Section 33.01:** The employer agrees to provide the member who is summoned for jury duty, jury duty leave with pay at the base pay of the employee for those jury days that the employee is scheduled to work. Base pay of the employee is the employee's pay rate excluding any overtime

or supplemental pay. Jury duty includes that period of time which the summoned employee is required to spend in the jury selection process. However, when the employee is not impaneled for extra duty, and only on call, the employee shall report back to work unless authorized by the Chief or his designee to be absent from his or her work assignment. When an employee is impaneled and dismissed with one (1) hour or more remaining on the employee's shift, the employee will be required to return to work. First or third shift employees called for jury duty will be temporarily transferred to the 8:00 a.m. to 4:00 p.m. shift for the period of jury duty.

#### **ARTICLE XXXIV - COMPLETE CONTRACT**

**Section 34.01:** This Agreement constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

**Section 34.02:** The parties acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all requests and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto.

#### **ARTICLE XXXV - POLICE RIDE-ALONG PROGRAM**

**Section 35.01:** Participation in the Police Ride-Along Program is purely on a voluntary basis with each individual employee. Such participation shall be for a twelve (12) consecutive month period beginning January 1. No employee shall be required to participate in the Ride-Along Program, nor shall any employee be subject to discipline for refusing or failing to participate in the program.

**Section 35.02:** The Employer shall continue to provide liability coverage and protection for officers who participate in the Ride-Along Program as is afforded to all police officers in carrying out their duties and responsibilities.

#### **ARTICLE XXXVI - SUBSTANCE ABUSE**

**Section 36.01:** The purpose of this policy is to outline the Police Department substance abuse testing program and provide all employees with notice of its provisions.

**Section 36.02:** An Employee Assistance Program is available to employees and family members to help them deal with problems on a voluntary basis. Employees should avail themselves of this assistance as early as possible in order to avoid more serious situations.

It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug-free work environment ~~and through~~ the use of a reasonable employee drug testing program ~~aids in the achievement of that objective~~. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume those duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of illegal drug ~~abuse~~ will seriously impair an employee's physical and mental health, and thus job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by illegal drug use.

Therefore, in order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and drug-free law enforcement profession, this Department shall implement a drug testing program to detect prohibited illegal drug use by Department employees.

**Section 36.03:**

- A. ~~Sworn Employee~~ - Those bargaining unit employees who have been formally vested with full law enforcement powers and authority.
- B. Supervisor - Those employees assigned to a position having ~~day-to-day~~ responsibility for supervising ~~subordinates, or are responsible for commanding a work element~~ bargaining unit employees.
- C. Drug Test - The compulsory production and submission of urine, hair, or blood by an employee, in accordance with Departmental procedures, for chemical analysis to detect prohibited illegal drug usage of controlled substances: ~~Heroin, cocaine, phencyclidine, lysergic acid diethylamide, psilocin, psilocybin, amphetamine, methamphetamine, or any form of tetrahydrocannabinol.~~
- D. Reasonable Suspicion - Exists when evidence or information which appears reliable is known to the ~~police~~ supervisor and is of such weight and persuasiveness as to make the supervisor, based upon his/her personal judgment and experience reasonably suspects that ~~a member of the department~~ an employee is illegally using or illegally in possession of drugs. A reasonable suspicion that a member is illegally using or illegally in possession of drugs must be supported by specific articulable facts from which rational inferences may be drawn. Reasonable suspicion cannot be based on mere "hunch" or solely upon poor work performance.

If suspicion of illegal drug use is based upon observation of the suspected member's physical appearance, at least two (2) supervisors ~~must~~shall make observations.

E. Probationary Employee - For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the Department as a law enforcement officer.

F. Approved Testing Laboratory - A laboratory which meets Federal requirements and has been accredited ~~by the National Institute of Drug Abuse (NIDA)~~ to administer such testing.

G. Adequately Trained - A laboratorian sufficiently trained in collection procedures by the Approved Testing Laboratory to meet the Federal guidelines for certification.

H. Medical Review Officer (MRO) - A licensed physician knowledgeable in substance abuse and addiction, forensic toxicology and pharmacology.

#### **Section 36.04:**

A. Prohibited Activity - The following rules shall apply to all ~~applicants, probationary and regular~~ employees, while on and off duty.

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or other dangerous substance, unless as prescribed by a licensed medical practitioner.
  - a. An employee who is required to use a prescription medication and who has been advised by their physician ~~not to~~of work ~~during~~related restrictions involving such use must notify their immediate supervisor, including ~~the~~ providing the restrictions and prescribed period of use.
  - b. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the employee's ~~personnel~~ file established for this purpose as required by law.
3. Any employee who unintentionally ingests, inhales, absorbs, or ~~is made to ingest,~~otherwise comes under the effects of a illegally controlled substance, shall immediately report the incident to his/her/their supervisor ~~so that appropriate medical steps may be taken to ensure the employee's health and safety.~~

4. Any employee having reasonable suspicion that another employee is illegally using or ~~is illegally~~ in possession of any controlled substance, shall immediately report the facts and circumstances to a supervisor ~~of his/her choice~~ who shall document said information and immediately submit the report to a ~~lieutenant~~ Captain.
5. Discipline of ~~sworn~~ employees for violation of this policy shall be in accordance with the due process rights provided in the Department's discipline procedures.

B. Probationary Employee Drug Testing

1. All probationary employees may be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Chief or his designee.

C. Employee Drug Testing - Additional tests may be required as set forth in this policy:

1. A Supervisor may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using illegally or ~~is/was illegally~~ in possession of a controlled substance. A summary of the facts supporting the order shall be made available to the employee ~~prior to the actual test~~.
- ~~2. A drug test will be administered as part of all promotional procedures. Promotion shall be contingent upon passing the drug test.~~
- ~~23.~~ Any ~~sworn officer~~ employee of this Department may be required to submit to a drug test if directly involved in a serious police incident as defined by the following cases:
  - a. ~~Discharge of a firearm at a human being or a vehicle in which human beings are contained, in this scenario.~~ A directly involved ~~officer~~ employee involved in the use of deadly force. A directly involved employee is ~~any officer~~ an employee who actually discharges ~~his/her or uses their~~ weapon.
  - b. Police vehicle auto accident in which injury is sustained by any involved officer or citizen requiring immediate medical attention by hospital personnel may be required by the employee's supervisor to participate in a drug screening test immediately following the event,

or as soon as the tactical situation allows. A directly involved ~~officer~~  
employee in this scenario is the driver of the police vehicle.

- c. Whenever an ~~member~~employee is directly involved in an incident that results in death or great bodily harm as defined by Wisconsin State Statute. A directly involved ~~officer-employee~~ in this scenario is an ~~officer-employee~~ whose actions or inactions proximately causes a death or great bodily harm.

43. ~~On duty/off duty a~~ Arrest or indictment for the illegal use or illegal possession of controlled substances.

45. Any ~~officer~~employee, who in the carrying out of police duties, ingests, inhales, absorbs or otherwise comes under the effects of, either directly or indirectly, any ~~drug or narcotic~~ illegally controlled substance, is required to document, as soon as possible thereafter, such ~~contact~~contact. Documentation shall occur in writing explaining all circumstances, and the employee's supervisor shall be notified as soon as possible. ~~Drug tests~~A drug test will be administered and no disciplinary action will be taken if the tests are positive under the following conditions:

- a. The ~~officer-employee~~ reasonably believed ~~he/shethey was-were~~ in physical danger if ~~he/shethey~~ did not ingest the drug or narcotic substance.
- b. The employee accidentally, or by the actions of another, ingests, inhales, absorbs, or otherwise comes under the effects of the substance
- b. Nothing in this policy should be construed as granting permission for ~~police officers and/or narcotics agents~~employees to ingest any illegal drug, ~~marijuana~~, narcotic substance, or controlled substance under any circumstance except cited in 54a, 4b, or with a valid prescription.

#### D. Controlled Substance Testing Procedures

1. The testing procedures and safeguards provided in this policy to ensure the integrity of Department drug testing shall be adhered to by any qualified personnel administering drug tests.
2. The ~~Chief~~supervisor, at ~~his or her~~their option, may require an escort to the testing site.

3. ~~Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before the employee enters the testing area. This shall consist of picture ID or Driver's License.~~
43. A pretest interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a ~~false~~ positive test result.
45. The ~~bathroom~~ facility of the testing area shall be private and secure.
65. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances ~~on the drug test report form~~. The employee shall be permitted no more than ~~eight~~ four hours to give a sample, during which time ~~he/shethey~~ shall remain in the testing area. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test. Documented medical inability to submit a sample shall not be considered a refusal.
76. Refusal of an employee to submit to a required substance abuse test will be considered as a refusal of a direct order and will be cause for discipline up to and including discharge.
87. Employees shall have their ~~urine~~ sample split and made available to the employee for retesting in case of a positive test result. The ~~urine~~ samples must be provided at the same time, identified, marked, and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing at the approved testing laboratory. If the sample tests positive, the other sample shall remain at the facility in frozen storage for one year. The second sample shall be made available to the employee or the employee's attorney, should the original sample result in a legal dispute or the chain of custody be broken. If the employee desires to have ~~his/her~~ their specimen retested because of a positive test result, ~~they/he/she~~ may do so at ~~his/her own expense~~ the City of Mequon's Expense at an approved testing laboratory of ~~his/her~~ the City's choice. Results of any retesting ~~should~~ shall be submitted to the Police Chief in writing within five (5) working days, excluding Saturdays,

Sundays, and Holidays, after the specimen is turned over to the employee's selected laboratory.

98. Specimen samples shall be sealed in the presence of the participants, labeled, and checked against the identity of the employee to ensure the results match the tested specimen.- All collections are handled forensically, which means they are labeled, double-sealed, double-checked for accuracy and completeness, stored in a secure, locked refrigerator until testing, and accompanied by a forensic chain-of-custody.

109. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel of the same gender.

E. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
  - a) Initial screening test.
  - b) Confirmation test.
2. The ~~urine-obtained~~ sample is first tested using the initial drug screening procedure. The laboratory will not release a positive screening result to the Mequon Police Department until it has been confirmed by an alternate ~~more specific method: gas chromatography mass spectrometer. (GC/MS).~~
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying ~~marijuana, cocaine and every major drug~~ restricted controlled substances within the scope of abuse, including heroin, amphetamines and barbiturates ~~the test~~. Personnel utilized for testing will be adequately trained in collection procedures.
5. Concentrations of a drug at or above the ~~following~~ as established by the testing provider shall be considered a positive test result. A positive test result for Marijuana shall only be delta-9-tetrahydrocannabinol levels above 50 ng/ml. when using an EMIT immunoassay drug screening test:  
Amphetamines ——— 1000 ng/ml

|                 |           |
|-----------------|-----------|
| Barbiturates    | 300 ng/ml |
| Cocaine         | 200 ng/ml |
| Opiates         | 300 ng/ml |
| THC             | 50 ng/ml  |
| PCP             | 35 ng/ml  |
| Benzodiazepines | 300 ng/ml |
| Methadone       | 300 ng/ml |
| Methaqualone    | 300 ng/ml |
| Propoxyphene    | 300 ng/ml |

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GS/MS test on a urine specimen that tested positive using a technologically different initial screening method:

Marijuana metabolite. . . 15\*

Cocaine metabolite. . . 150\*\*

Opiates:

Morphine . . . . . 300

Codeine. . . . . 300

Phencyclidine . . . . . 25

Amphetamines:

Amphetamine. . . . . 500

Methamphetamine. . . 500

\* ~~Delta 9 tetrahydrocannabinol 9-carboxylic acid~~

\*\* ~~Benzoylcegonine~~

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in ~~urinalysis~~ sample analysis.

7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the memorandum will be placed in a separate file established for this purpose ~~as required by law~~.  
The employee will have the right to inspect this separate file once a year.

F. Chain of Evidence - Storage

1. Each step in the collecting and processing of the ~~urine specimens sample~~ shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, ~~urine~~ specimens shall be maintained in secured, refrigerated storage for one year.

G. Drug Test Results

1. The MRO shall review laboratory reports and chain-of-custody forms for accuracy and integrity; contact the employee who tests positive and discuss the test results ~~prior to notification of the Department~~.
2. All records pertaining to department-required drug tests shall remain confidential. Copies of test results reported by number will be provided only to the Police Chief or his designee. Drug test results shall not be provided to other employers or agencies without the written permission of the person whose records are sought. Drug test results and records shall be retained in a separate confidential file for an indefinite period.

H. Compensation. Whenever possible, all department ordered testing, under the provision of this policy, shall take place during the officer's scheduled work hours. Officers shall be paid according to their usual rate for all time devoted to testing. If testing cannot be done during the officer's regular work hours, the officer shall be paid ~~at the appropriate~~ a minimum of two (2) hours at the pay rate of time and one-half (1-1/2) of their regular rate for all time accrued for test purposes.

**Section 36.05:**

~~A. If an employee tests positive, and the tests identify cocaine, heroin, amphetamines, barbiturates, or any major drugs as defined in this policy (III C), or any other controlled drug listed in Schedules I or II or State Code; Wisconsin State Statute, Chapter 161 (Uniform Controlled Substances Act), the employer may pursue termination of the employee. The exceptions shall be:~~

- ~~1. Forced use as defined in Section IV.D.5a~~
- ~~2. Medications prescribed by a physician.~~
- ~~3. Innocuous and/or "legal" (uncontrolled) substances giving "false positives".~~

~~BA.~~ A member, who has been ordered to take and has taken, a drug test based on either reasonable suspicion, or the requirements in Section 36.04 C of paragraph IV.D, hereof, shall not be subject to disciplinary action based on the test results until the

test results are received by the department. During that period the member may be required to surrender ~~his/her weapon, badge, I.D. card, cap shield, and keys~~their police equipment as designated by the Chief of Police, and may be suspended with pay. This action shall be accomplished whenever possible without advising other personnel of the reasons.

CB. All discipline involving a member who has a confirmed positive test for illegal drug use shall be administered in accordance with 62.13, Wis. Stats.; such discipline may include dismissal from the department. The ~~department's~~City's position on discipline is that any member proven to have illegally used or illegally possessed controlled substances shall be dismissed for such use, subject only to the discretion of the Police Chief and review by the Board of Police and Fire Commissioners.

### **ARTICLE XXXVII - MEMBER INTERVIEW PROCEDURAL RIGHTS**

**Section 37.01:** If a member is under investigation for a non-criminal matter and is being interviewed for any reason which could lead to disciplinary action other than an oral warning for minor infractions, the interview shall comply with the following requirements:

- a) The member under investigation shall be informed of the nature of the investigation, as it is known to the investigator, prior to any interview.
- b) At the request of the member under investigation, he or she may be represented by a representative of his or her choice whom he or she may consult at all reasonable times during the interview. The representative shall not be a person subject to the same investigation. This investigation shall be non-adversarial. This section shall not apply to any interrogation of a member in the normal course of duty, counseling, instruction or informal verbal admonishment by a superior or other routine or unplanned contact with a supervisor.
- c) The member under investigation shall receive a copy of any Matter Of Report he or she personally wrote relative to the incident under investigation and at no cost to said member.
- d) The investigator shall make a reasonable good faith effort to conduct these interviews during the member's regular working hours unless the seriousness of the investigation requires otherwise. Such interview should take place at the Public Safety Building, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere and promptly.

- e) Interviews shall be done under circumstances devoid of intimidation, abuse or coercion. An employee refusing to respond to questions or submit to interrogation shall be informed that failure to answer questions directly related to the investigation or interrogation may result in disciplinary action. The member also shall be informed that the employee's responses to questions cannot be used in any criminal investigation or prosecution of that employee.
- f) All interviews and investigations shall be limited to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation of the event which occurred during the employee's course of duty, unless the employee's off-duty conduct is reasonably believed to affect the employee's ability to perform on duty.
- g) Interviews and investigations shall be concluded with no unreasonable delays, provided the departmental workload permits and all the underlying facts are known to the investigator.
- h) The member shall be advised of the results of the investigation and of any future action to be taken on the incident.
- i) No member shall be subject to retaliation, either in connection with an investigation and discipline (if any) or in connection with the member's employment, because the member exercises the rights provided in this article and under state and federal laws.

#### **ARTICLE XXXVIII - AMENDMENTS AND SAVING CLAUSE**

**Section 38.01:** This Agreement may not be amended except by the mutual consent of the parties in writing.

**Section 38.02:** If any provisions of this Agreement shall be held invalid, the validity of the remaining portions of this Agreement shall not be affected and the parties shall immediately meet to re-negotiate such invalid provisions.

#### **ARTICLE XXXIX - CANINE HANDLER**

**Section 39.01:** The Department has created a canine-handler position in the Mequon Police Department. The Department intends to comply with the requirements of the Fair Labor Standards Act in compensating the canine handler for canine-related work including but not limited to training, daily care, and other related activities. The Police Chief or his designee may

adjust the handler's regular work schedule to accommodate the time needed to train the canine, provide veterinary care for the canine, and transport the canine to and from work. Any canine-related work time spent in excess of the handler's regular hours of work shall be compensated with either compensatory time or pay at time and one half the handler's regular rate of pay. Both parties understand and agree that the long-term viability of the canine program is enhanced by the judicious expenditure of overtime.

**Section 39.02:** The Police Chief may create a shift other than the four current regular shifts for the canine handler position only and that the creation of a special shift for the canine handler shall not violate the terms of the collective bargaining agreement including but not limited to Section 25.07 in effect between the parties. In the event the canine handler position is eliminated, any special shift created for that position will also be eliminated.

**Section 39.03:** The canine handler will be compensated in the following manner for the daily/routine care, feeding, and grooming of the canine:

- a) The canine handler will be allowed to dedicate the last one-half hour of his his/her shift solely to the daily/routine care, feeding, and grooming of the canine. These tasks can be performed either at the Public Safety Building or at the canine handler's personal residence. If the handler is diverted to other non-canine-specific assignments during this final one-half hour of the regular shift (or any portion thereof), the canine handler shall earn compensatory time or paid overtime for the actual amount of time spent caring for the canine in excess of the handler's 8.5 hour shift, not to exceed one-half hour.
- b) The canine handler will receive one hour compensatory time or pay at the appropriate overtime rate on his/her regularly scheduled off-days for the daily/routine care, feeding, and grooming of the canine. The handler will not receive any additional compensation for time spent in the daily/routine care, feeding and grooming of the canine on days when the handler is off work including sick days, holidays, compensatory time off, or vacation days.
- c) Veterinarian visits are not considered daily/routine care. The canine handler shall make every attempt to schedule non-emergency veterinary visits during his/her scheduled working hours.
- d) The canine handler will also be assigned a "take-home squad" to facilitate to off-duty requests for the canine unit. The handler will be compensated in accordance

with the terms of the collective bargaining agreement in effect between the parties  
for any time spent responding to off-duty requests for the canine unit.

Except as stated above, the handler will receive no additional compensation for time spent with  
the canine assigned to him/her.

#### **ARTICLE XXXX - DURATION**

**Section 40.01:** This Agreement shall be effective January 1, 202~~25~~<sup>47</sup>, and shall remain in  
effect through December 31, 202~~47~~<sup>51</sup>. In the event a new agreement is not reached by this date, all  
benefits and conditions of this agreement shall carry on until a successor agreement is negotiated,  
provided that it does not exceed three (3) calendar years in duration. In the event the new  
agreement is desired to take effect after the termination of this agreement, the Association shall  
give written notice of its desire to commence negotiations on or about **July 1** in the year in which  
the contract terminates. Thereafter the parties shall mutually agree to a date to exchange proposals  
and commence bargaining.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202~~51~~<sup>54</sup>.

**CITY OF MEQUON**

**MEQUON POLICE ASSOCIATION, INC.**

\_\_\_\_\_  
~~John Wirth~~ Andrew Nerbun, Mayor

\_\_\_\_\_  
Charles O'Connell, President

\_\_\_\_\_  
Caroline Fochs  
City Clerk

\_\_\_\_\_  
Austin Boinski, Secretary

\_\_\_\_\_  
William R. Rettko, Labor Attorney for  
Mequon Police Association, Inc.

**APPENDIX “A” - SALARY RATES****2.5% Effective 1/1/2022**

|                | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Patrol Officer | \$64,369.61 | \$71,869.90 | \$75,877.82 | \$82,413.48 | \$86,293.98 |
| Detective      | \$88,633.24 | \$92,516.23 | \$96,398.66 |             |             |
| Sergeant       | \$89,072.02 | \$92,974.23 | \$96,875.88 |             |             |

**-2.5% Effective 1/1/2023**

|                | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Patrol Officer | \$65,978.85 | \$73,666.65 | \$77,774.77 | \$84,473.82 | \$88,451.33 |
| Detective      | \$90,849.08 | \$94,829.14 | \$98,808.63 |             |             |
| Sergeant       | \$91,298.82 | \$95,298.59 | \$99,297.78 |             |             |

**-2.75% Effective 1/1/2024**

|                | Step 1      | Step 2      | Step 3       | Step 4      | Step 5      |
|----------------|-------------|-------------|--------------|-------------|-------------|
| Patrol Officer | \$67,793.27 | \$75,692.49 | \$79,913.58  | \$86,796.85 | \$90,883.75 |
| Detective      | \$93,347.43 | \$97,436.95 | \$101,525.87 |             |             |
| Sergeant       | \$93,809.54 | \$97,919.31 | \$102,028.47 |             |             |

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**3% Effective 1/1/2025**

|                       | Step 1             | Step 2              | Step 3              | Step 4             | Step 5             |
|-----------------------|--------------------|---------------------|---------------------|--------------------|--------------------|
| <u>Patrol Officer</u> | <u>\$69,827.07</u> | <u>\$77,963.27</u>  | <u>\$82,310.99</u>  | <u>\$89,400.76</u> | <u>\$93,610.27</u> |
| <u>Detective</u>      | <u>\$96,147.86</u> | <u>\$100,360.06</u> | <u>\$104,571.65</u> |                    |                    |
| <u>Sergeant</u>       | <u>\$96,623.83</u> | <u>\$100,856.89</u> | <u>\$105,089.33</u> |                    |                    |

**2% Effective 1/1/2026**

|                       | <u>Step 1</u>      | <u>Step 2</u>       | <u>Step 3</u>       | <u>Step 4</u>      | <u>Step 5</u>      |
|-----------------------|--------------------|---------------------|---------------------|--------------------|--------------------|
| <u>Patrol Officer</u> | <u>\$71,223.62</u> | <u>\$79,522.54</u>  | <u>\$83,957.21</u>  | <u>\$91,188.78</u> | <u>\$95,482.48</u> |
| <u>Detective</u>      | <u>\$98,070.82</u> | <u>\$102,367.27</u> | <u>\$106,663.09</u> |                    |                    |
| <u>Sergeant</u>       | <u>\$98,556.31</u> | <u>\$102,874.03</u> | <u>\$107,191.12</u> |                    |                    |

**1.5% Effective 7/1/2026**

|                       | <u>Step 1</u>       | <u>Step 2</u>       | <u>Step 3</u>       | <u>Step 4</u>      | <u>Step 5</u>      |
|-----------------------|---------------------|---------------------|---------------------|--------------------|--------------------|
| <u>Patrol Officer</u> | <u>\$72,291.98</u>  | <u>\$80,715.38</u>  | <u>\$85,216.57</u>  | <u>\$92,556.62</u> | <u>\$96,914.72</u> |
| <u>Detective</u>      | <u>\$99,541.89</u>  | <u>\$103,902.78</u> | <u>\$108,263.04</u> |                    |                    |
| <u>Sergeant</u>       | <u>\$100,034.66</u> | <u>\$104,417.14</u> | <u>\$108,798.99</u> |                    |                    |

**3.5% Effective 1/1/2027**

|                       | <u>Step 1</u>       | <u>Step 2</u>       | <u>Step 3</u>       | <u>Step 4</u>      | <u>Step 5</u>       |
|-----------------------|---------------------|---------------------|---------------------|--------------------|---------------------|
| <u>Patrol Officer</u> | <u>\$74,822.20</u>  | <u>\$83,540.42</u>  | <u>\$88,199.15</u>  | <u>\$95,796.11</u> | <u>\$100,306.74</u> |
| <u>Detective</u>      | <u>\$103,025.86</u> | <u>\$107,539.38</u> | <u>\$112,052.25</u> |                    |                     |
| <u>Sergeant</u>       | <u>\$103,535.88</u> | <u>\$108,071.74</u> | <u>\$112,606.96</u> |                    |                     |



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

[www.ci.mequon.wi.us](http://www.ci.mequon.wi.us)

Office of City Clerk

**TO: Common Council**  
**FROM: Caroline Fochs, City Clerk**  
**DATE: January 14, 2025**  
**SUBJECT: RESOLUTION 4172 A Resolution Consolidating all City of Mequon Polling Sites into One Location at Mequon City Hall for the February 18, 2025 Primary Election**

### **Background**

On February 18, 2025, a primary election will be held in the City of Mequon for the position of State Superintendent of Public Instruction and a vacant seat on the Cedarburg School District Board (this affects 82 registered voters that reside in Mequon but attend the Cedarburg School District). Because turnout is anticipated to be very low, and due to the high use of absentee ballots, staff sees an opportunity to reduce costs and labor by consolidating polling sites for this election. If approved, this consolidation will be for the February 18, 2025, election only, and election day voting will return to regular polling locations for the April 1, 2025, Spring Election.

### **Analysis**

Nearly four years ago, on February 16, 2021, an election was held in Mequon with only the Superintendent of Public Instruction on the ballot. The Common Council approved the consolidation to one polling site, City Hall, and the election ran very smoothly. During this 2021 election, the City saw a 9% voter turnout which equated to 1,646 total voters. Assuming a similar turnout in 2025 with a typical 50% absentee vote, election day walk-in traffic is projected to be approximately 850 residents.

Consolidation saves not only tax dollars but also staff time and energy. Mequon currently has eight polling sites throughout the City with City Hall being one of them. These sites are set-up by Public Works crews on the Monday prior to the election and taken down on the Wednesday after the election, and the process is very labor-intensive. By consolidating sites into just one location, crews are freed up to work on other City projects. Also, on election day, staff from the City Clerk's Office can remain at City Hall instead of visiting each site several times throughout the day. This frees up staff time for other duties and decreases overtime, while allowing staff to more closely monitor election day activities.

Making the public aware of the change is of course very important. In order to inform Mequon residents, efforts will be made to give notice in a variety of ways including using the City's website, community sign, the *Weekly Bulletin*, Facebook, newspaper and to send a postcard to all registered voters in the City. Signs will be posted at each of the seven other polling locations on election day as well, directing voters to City Hall.

### **Fiscal Impact**

The savings for the City include reduced need for election workers, less overtime, among other savings and an increase in staff availability. The estimated savings is estimated to be \$8,800; however this figure is offset by the cost of sending postcards to affected residents, which is estimated at approximately \$3,000.

**Recommendation**

A recommendation is forthcoming from the Public Welfare Committee on January 14, 2025.

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4172

A Resolution Consolidating all City of Mequon Polling Sites into One Location at Mequon City Hall for the February 18, 2025 Primary Election

- A. There will be a Statewide Primary Election held on February 18, 2025.
- B. The City of Mequon will have on its ballot elections for Superintendent of Public Instruction and a seat on the Cedarburg School District Board.
- C. City staff anticipates the voter turnout will be such that an opportunity exists to consolidate polling sites, resulting in a savings of labor costs and tax dollars.

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

- 1. All City of Mequon polling locations for the February 18, 2025, Primary Election are consolidated into a single location at Mequon City Hall 11333 N. Cedarburg Road, Mequon, Wisconsin, 53092
- 2. Subsequent to the February 18, 2025, Primary Election, all polling locations will return to their regular locations unless changed by future action of the Common Council.
- 3. City staff are authorized and directed to effectuate this change in accordance with Wis. Stat. § 5.25 and guidance from the Wisconsin Election Commission.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: January 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

\_\_\_\_\_  
Caroline Fochs, City Clerk



11333 N. Cedarburg Road  
 Mequon, WI 53092  
 Phone: 262-242-3500  
 Fax: 262-242-7650

[www.ci.mequon.wi.us](http://www.ci.mequon.wi.us)

**Office of Police**

**TO: Common Council**  
**FROM: Patrick Pryor, Chief of Police**  
**DATE: January 14, 2025**  
**SUBJECT: RESOLUTION 4173 A Resolution Approving the Receipt of Donation from the Mequon-Thiensville Community Foundation in the Amount of \$13,333, in Connection with Establishing a Law Enforcement Drone Program**

**Background:**

The Mequon-Thiensville Community Foundation, a nonprofit organization located in the City of Mequon known for granting funds to the City's institutions, facilities, and services, has received a designated donation from the Mequon Woman's Club. This donation is intended for the Police Department to establish a Drone Program. The funds provided will enable the Department to acquire a drone and all necessary equipment to initiate and support the program.

**Analysis:**

The proposed donation will cover all expenses associated with launching a drone program, including the drone itself, batteries, launch pad, setup, training, and support. The total estimated cost amounts to \$13,333. To date, the Police Department has not operated its own drone program and has instead relied on assistance from neighboring departments in Cedarburg, Saukville, and the Ozaukee Sheriff's Department whenever drone use was needed.

This donation will enable the Department to establish its own drone capabilities, resulting in more efficient deployments. Upon acceptance of this donation, the Department will proceed with launching the drone program.

**Fiscal Impact:**

All funds used for this equipment purchase will come from the donation.

**Recommendation:**

A recommendation is forthcoming from the Public Safety Committee on January 14, 2025.

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4173

A Resolution Approving the Receipt of Donation from the Mequon-Thiensville Community Foundation in the Amount of \$13,333, in Connection with Establishing a Law Enforcement Drone Program

A. The City of Mequon Police Department provides 24-hour police services 365 days per year.

B. The Mequon-Thiensville Community Foundation, a non-profit organization located in Mequon that provides grants to the City's various institutions, facilities and services has received a designated donation in the amount of \$13,333 from the Mequon Woman's Club for the Police Department to establish a drone program.

C. The total value of this donation will exceed \$5,000, and therefore requires approval by the Common Council.

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

1. The Police Department is authorized and directed to accept the donation for the purchase of a drone and associated equipment from the Mequon-Thiensville Community Foundation.

2. Staff is further authorized to purchase the equipment in accordance with applicable procedures as outlined in the City of Mequon's Purchasing Policy.

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Approved by: Andrew Nerbun, Mayor

Date Approved: January 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

---

Caroline Fochs, City Clerk



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

[www.ci.mequon.wi.us](http://www.ci.mequon.wi.us)

Office of Public Works

**TO: Common Council**  
**FROM: Kristen Lundeen, Director of Public Works/City Engineer**  
**DATE: January 14, 2025**  
**SUBJECT: RESOLUTION 4159 A Resolution Authorizing Termination of a Memorandum of Agreement for Joint Ownership and Operation of a Sanitary Sewer Television Truck with the Villages of Brown Deer and Shorewood**

### **Background**

In 1972 and by amendment in 1998, the Villages of Brown Deer and Shorewood and the City of Mequon entered into a Memorandum of Agreement to jointly purchase, operate and maintain a closed-circuit sanitary sewer television truck.

The truck is a 1999 Ford E350 with 21,801 miles/7286.9 hours and the camera/tv equipment was purchased new in 2015, with a generator replacement for the camera in 2017 (currently at 224.5 hours). Both the truck and the camera/tv equipment need replacement, as repair costs increase annually and results in time being lost for each community.

Since entering into these agreements (attached) the Mequon Sewer Utility has expanded significantly, requiring the use of television truck for more time than allotted by the current agreement. Further, advancements in technology warrant consideration of a new truck and camera to take advantage of modern systems. The linear footage of sewers owned and maintained by the Mequon Sewer Utility has increased by approximately 235% since the agreement was initiated.

Per the agreement, the Mequon Sewer Utility has the truck for four months each calendar year. In its current condition, the truck is unusable approximately 25% of the time allocated to the Sewer Utility.

### **Analysis**

The Wisconsin Department of Natural Resources (DNR) regulates the discharge of pollutants to waters of the state through the Wisconsin Pollutant Discharge Elimination System (WPDES) program. The City of Mequon Sanitary Sewer Utility has a WPDES permit that regulates the City's obligation to inspect the entire system at a minimum of every 5 years.

While manholes can be inspected from the street, inspecting buried infrastructure requires a camera. With 165 miles of sanitary sewer, the Sewer Utility should be inspecting approximately 33 miles, or 173,785 linear feet annually. Having sole ownership of the equipment is critical to both meeting the requirements for routine inspection and to be able to have the equipment readily available for more emergent issues.

In 2023, the Mequon Sewer Utility televised 62,734 linear feet of sewer, or 35% of the annual goal. Equipment failure, staffing and seasonal availability all impact staff's ability to meet the televising goal. If the Sewer Utility retains possession of the truck year-round, televising can be worked into the routine schedule. While Shorewood and Brown Deer are generally accommodating when there is an emergent need, sole possession also resolves any conflict relating to the need versus the community's allocation of the truck.

Please note that this does not include televising the public portion of the sanitary laterals, which are not currently televised as the current truck does not have a lateral launch camera. If authorized, the new truck would include those capabilities.

While not a part of this resolution, if authorized to terminate the joint agreement, Sewer Utility staff will begin the process of purchasing a new television truck and camera system, as approved for the FY2025 budget. Utility staff intends to purchase a camera system that will also allow for televising the public portion of sewer laterals, which is not a requirement for Brown Deer or Shorewood as residents own the laterals. The software would be integrated into the Mequon Sewer Utility asset management software and be available to staff within the GIS system.

Vendors indicate that the televising truck could be delivered approximately 90 days after a purchase order is authorized.

### **Fiscal Impact**

Currently, annual repairs average \$9,500 per year for the existing televising truck. As such, replacement is warranted whether the truck is a shared asset or sole ownership. The Mequon Sewer Utility FY2025 budget included \$300,000 for the purchase of a televising truck. Neither Shorewood nor Brown Deer have committed this fiscal year to a new purchase, and either/each could consider contracting as an alternative to ownership.

As of 2024, the Sewer Utility did not meet the DNR's mandated televising requirements due to the limited availability of the televising truck. The Sewer Utility could supplement or transition to hiring a contractor to televise on its behalf. One primary televising contractor contacted by staff indicated that jetting (generally required prior to proper televising to ensure there are no obstructions) and televising a line averages \$1.75 per linear foot. Under such a scenario, the Sewer Utility would spend \$304,125 annually on televising to meet regulatory requirements, as compared to the anticipated \$300,000 one-time cost to purchase a new televising truck. If the shared ownership of the televising truck was maintained, the Sewer Utility would spend \$195,000 annually to supplement with contracted televising. Additionally, traffic control and other factors could impact the linear footage cost for televising.

By initiating termination of the agreement, the Mequon Sewer Utility forfeits its portion of the purchase price or value of the equipment, estimated at \$20,000-25,000. Over the past several years, the equipment has required increased maintenance and repair and is nearing the end of its useful life. As noted, the Mequon Sewer Utility will pursue the purchase of an exclusively owned unit that includes the ability to televise laterals. It is anticipated that such a purchase contract will be presented at a future meeting later this year.

Per the existing agreement, Utility staff will transfer the title and insurance to the other municipalities.

**Recommendation**

Recommended by the Sewer Utility District Commission on December 10, 2024.

While the Common Council voted 4-3 in favor of passing the resolution, one alderman was absent. Pursuant to the City Code, absent votes are deemed to be a “no” vote, therefore the official vote on record was 4-4, which would have required the Mayor to break the tie. However, this was not noticed until after the vote was declared to have passed, and without offering the ability for the Mayor to vote to break the tie if he so choose. Therefore the resolution is back before the Common Council, with supplemental analysis, for final action. If any member who voted no desires to change their vote based upon the supplemental information, the correct method would be to have a motion to reconsider. If there is no motion for reconsideration (or if such motion fails), then the only question to be considered will be whether the Mayor desires to break the tie and to vote in the affirmative (all other votes having previously been cast).

Attachments:

TV Agreement (PDF)

Revised TV Agreement (PDF)

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION 4159

A Resolution Authorizing Termination of a Memorandum of Agreement for Joint Ownership and Operation of a Sanitary Sewer Television Truck with the Villages of Brown Deer and Shorewood

**RECITALS**

A. In 1972 and as amended in 1998, the Mequon Sewer Utility agreed to jointly own and maintain a truck with a closed-circuit television system to inspect sanitary sewers with the Villages of Brown Deer and Shorewood.

B. Since 1972, the length of sanitary sewer managed by the Mequon Sewer Utility has grown by over 235%, requiring extended use of the televising truck for larger annual inspection efforts to meet regulatory requirements.

C. The shared televising truck is reaching the end of its useful life, requiring more annual maintenance and does not provide the inspection conveniences provided by modern equipment.

D. Staff has recommended the termination of the joint agreement to pursue the purchase of a truck to be owned exclusively by the Mequon Sewer Utility.

E. Per the agreement, the Mequon Sewer Utility understands and agrees that it is not entitled to any recovery of its portion of the purchase price or value of the existing television truck.

F. The Sewer Utility District Commission authorized termination of the agreement at its meeting on December 10, 2024.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that staff is authorized and directed to serve the Villages of Brown Deer and Shorewood with a ninety (90) day written notice with sufficient documentation to transfer title of the sanitary sewer televising truck to those municipalities on an equal basis.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: January 14, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 14, 2025.

---

Caroline Fochs, City Clerk

AGREEMENT

MEMORANDUM OF AGREEMENT entered into this 12<sup>TH</sup> day of DECEMBER, 1972, by and between the Village of Brown Deer, hereinafter referred to as Brown Deer, the Village of Shorewood, hereinafter referred to as Shorewood, and the City of Mequon, hereinafter referred to as Mequon, witnesseth:

WHEREAS, it is deemed advisable by each of the above named municipalities to initiate a regular program of television inspection of its sanitary sewer system; and

WHEREAS, each of the above municipalities recognizes that such a program can be most economically initiated and operated on a joint basis.

NOW, THEREFORE, in consideration of the mutual benefit to be derived from such joint purchase and operation and the mutual promises contained herein, the above named communities agree as follows:

1. Purchase

a. Each community shall share equally in the total cost of a closed circuit sanitary sewer television inspection and grouting-sealing system hereinafter referred to as "Equipment". It is understood and agreed that "total cost" shall include the base price of the Equipment plus such additional costs as are necessary to put the Equipment in an operative condition.

b. No Equipment shall be purchased or put into operative condition without the written consent of the three communities.

C. It is understood and agreed that within ten (10) days of agreement as to type and cost of Equipment, each community shall issue its purchase order covering its share of the purchase price.

2. Operation

a. The Equipment is to be housed in Mequon and operated by Mequon Personnel. (Operator) Upon written request by Shorewood or Brown Deer, Operator shall bring the Equipment to, and operate the Equipment in accordance with instructions received from, the requesting community.

b. The requesting community shall supply all other necessary labor and equipment necessary, with the exception of the Operator.

c. Mequon shall be reimbursed by the requesting community for time spent by Operator in the requesting community on the basis of Operator's base wage rate plus fringe benefit costs.

d. Written notice shall be given to Mequon at least thirty (30) days prior to any regularly scheduled work in either Shorewood or Brown Deer.

e. In the event of an emergency and a conflict arises because more than one community requests the use of the Equipment at the same time, the Equipment shall be available on a rotating priority basis. Brown Deer shall have priority for the first calendar year following the date of this agreement and every third year thereafter. Mequon shall have priority for the second calendar year following the date of this agreement and every third year thereafter. Shorewood

shall have priority the third calendar year following the date of this agreement and every third year thereafter.

3. Maintenance and Repair

a. Fifty (50%) per cent of all costs for maintenance and repair shall be paid for on an equal basis by each of the communities.

b. The remaining fifty (50%) per cent of such cost shall be prorated based upon the footage of sewer inspection performed in each community during the calendar year.

4. Miscellaneous

a. Title to the Equipment shall be taken jointly by the three communities.

b. Costs for insurance shall be borne on an equal basis by all three communities.

c. Use of the Equipment shall be restricted to the municipal boundaries of the three communities except upon the written consent of all three communities.

d. All revenues received as a result of use of the Equipment on a contract basis by other than a participating community shall be credited towards maintenance and repair of the Equipment.

e. All revenues from Equipment, other than that which is jointly owned, or for labor, shall go to the community supplying such labor and Equipment.

f. In any event, municipal use shall have priority over any contract use.

5. Termination

a. Termination of its responsibilities and obligations under this agreement may be accomplished by any community upon at least ninety (90) days written notice to its co-owners and upon receipt by such co-owners of sufficient documentation to transfer title of Equipment to the remaining municipalities on an equal basis.

b. It is expressly understood and agreed that a terminating community shall not be entitled to any recovery of its portion of the purchase price or value of the Equipment.

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

ATTEST:

James F. Mello

VILLAGE OF BROWN DEER, WISCONSIN

By Earl McInerney  
VILLAGE PRESIDENT

ATTEST:

Walter M. Andersen  
City Clerk

CITY OF MEQUON, WISCONSIN

By Thomas R. Leis  
Mayer

ATTEST:

Robert M. Stoffel

VILLAGE OF SHOREWOOD, WISCONSIN

By Robert M. Stoffel  
Village Manager

Attachment: TV Agreement (RESOLUTION 4159 : Termination of TV Truck Agreement)

AGREEMENT  
Revised April, 1998

9.a.b

MEMORANDUM OF AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between the Village of Brown Deer, hereinafter referred to as Brown Deer, the Village of Shorewood, hereinafter referred to as Shorewood, and the City of Mequon, hereinafter referred to as Mequon, witnesseth:

WHEREAS, it is deemed advisable by each of the above named municipalities to initiate a regular program of television inspection of its sanitary sewer system; and

WHEREAS, each of the above municipalities recognizes that such a program can be most economically initiated and operated on a joint basis.

WHEREAS, the parties to this agreement have previously cooperated in a similar agreement in December 12, 1972.

NOW, THEREFORE, in consideration of the mutual benefit to be derived from such joint purchase and operation and the mutual promises contained herein, the above named communities agree as follows:

1. Purchase

- a. Each community shall share equally in the total cost of a closed circuit sanitary sewer television inspection and grouting-sealing system hereinafter referred to as "TV unit". It is understood and agreed that "total cost" shall include the base price of the "TV unit" plus such additional costs as are necessary to put the TV unit in an operative condition.
- b. No equipment for the TV unit shall be purchased or put into operative condition without the written consent of the three communities.
- c. It is understood and agreed that within ten (10) days of agreement as to type and cost of equipment for the TV unit, each community shall issue its purchase order covering its share of the purchase price.

2. Operation

- a. The TV unit is to be housed and maintained in Mequon. Upon request by Shorewood or Brown Deer, Mequon shall make the TV unit available to the scheduled community.
- b. The requesting community shall supply all necessary labor and accessory equipment for operation, including a trained Operator.
- c. Any community who requires the services of another community's Operator shall reimburse the Operator's community for services on the basis of Operator's base wage rate plus fringe benefit costs.
- d. Notice shall be given to Mequon to reserve the TV unit for any regularly scheduled work in either Shorewood or Brown Deer.
- e. In the event of an emergency or a conflict arises because more than one community requests the use of the TV unit at the same time, the TV unit shall be available on a rotating priority basis. Mequon shall have priority for the first calendar year following the date of this agreement and every third year thereafter. Brown Deer shall have priority for the second calendar year following the date of this agreement and every third year thereafter. Shorewood shall have priority the third calendar year following the date of this agreement and every third year thereafter.

Attachment: Revised TV Agreement (RESOLUTION 4159 : Termination of TV Truck Agreement)

### 3. Maintenance and Repair

- a. Fifty per cent (50%) of all costs for maintenance and repair shall be paid for on an equal basis by each of the communities.
- b. The remaining fifty per cent (50%) of such cost shall be prorated based upon the footage of sewer inspection performed in each community during the calendar year. The daily footage log shall be maintained with the TV unit and shall be updated by the user community. This log shall be used to prorate this portion of annual maintenance costs.
- c. The communities will meet as needed for the purposes of reaching a consensus on needed maintenance and repair costs to be incurred and assessed, and action taken based on the consensus of two (2) or more communities.

### 4. Miscellaneous

- a. Title to the TV unit shall be taken jointly by the three communities.
- b. Costs for property insurance for the TV unit as described shall be borne on an equal basis by all three communities.
- c. Each community continues to assume responsibility for the operation of the equipment and the acts of their own employees. It is agreed that no employee of one community becomes an employee of another by virtue of this agreement on the performances of services associated with this agreement.
- d. Use of the TV unit shall be restricted to the municipal boundaries of the three communities except upon the written consent of all three communities.
- e. All revenues received as a result of use of the TV unit on a contract basis by other than a participating community shall be credited towards maintenance and repair of the TV unit under 3.a. above.
- f. All revenues from accessory equipment, other than that which is jointly owned, or for labor, shall go to the community supplying such labor and accessory equipment.
- g. In any event, municipal use shall have priority over any contract use.

### 5. Termination

- a. Termination of its responsibilities and obligations under this agreement may be accomplished by any community upon at least ninety (90) days written notice to its co-owners and upon receipt by such co-owners of sufficient documentation to transfer title of TV unit to the remaining municipalities on equal basis.
- b. It is expressly understood and agreed that a terminating community shall not be entitled to any recovery of its portion of the purchase price or value of the TV unit.

### 6. Prior Agreement

- a. Obligations under the previous agreement for sharing similar equipment, dated December 12, 1972, to the extent they are in conflict with or modified by this agreement are hereby to such extent void and canceled.

## 7. Disputes

- a. 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 with 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 may arbitrate the matter in accordance with procedures established by, and in accordance with Wisconsin State Statutes, as it now exists, and it may hereinafter be amended. No party may refuse the request to resolve disputes by this arbitration procedure.

## 8. Liability

- a. Nothing contained within this agreement is intended to be an assumption of liability for the acts or omissions of any one community by any other participating community. Similarly nothing contained herein is intended as a waiver of any participating community to rely upon immunities or limitations to liability to third parties as may be contained within Wisconsin Statutes s.893.80. or other applicable law.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST

\_\_\_\_\_

VILLAGE OF BROWN DEER, WISCONSIN

By \_\_\_\_\_

\_\_\_\_\_

ATTEST

\_\_\_\_\_

CITY OF MEQUON, WISCONSIN

By \_\_\_\_\_

\_\_\_\_\_

ATTEST

\_\_\_\_\_

VILLAGE OF SHOREWOOD, WISCONSIN

By \_\_\_\_\_

\_\_\_\_\_



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

[www.ci.mequon.wi.us](http://www.ci.mequon.wi.us)

**Office of City Attorney**

**TO: Common Council**  
**FROM: Brian Sajdak, City Attorney**  
**DATE: January 9, 2025**  
**SUBJECT: Closed Session Regarding Personnel Evaluation of City Administrator**

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**Background**

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the Council has jurisdiction or exercises responsibility. Performance reviews are a critical component of any employment relationship, and a review if called for under the City Administrator's employment agreement, this section authorizes the Council to enter into closed session for conducting such review.

**Recommendation**

Should the Council decide that it wishes to enter closed session, a motion to enter closed session pursuant to Wis. Stat. §19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of the City Administrator.