



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

www.cityofmequonwi.gov

Office of the City Clerk
Taped and Televised

COMMON COUNCIL
Regular Meeting
Tuesday, February 11, 2025, 7:30 PM
or Immediately Following the Sewer Utility District Commission
Christine Nuernberg Hall

Agenda

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 2) **Roll Call**
- 4) **Public Hearing:**
 - a) **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 at Common Council January 14, 2025.**
 - 1) Public Hearing
 - 2) Consideration of Ordinance
- 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 December 9, 2024
- b) Board of Appeals meeting minutes of December 5, 2024
- c) Common Council meeting minutes of January 14, 2025
- d) Economic Development Board meeting minutes of November 19, 2024
- e) Festivals Committee meeting minutes of November 18, 2024
- f) Finance-Personnel Committee meeting minutes of December 10, 2024
- g) Joint Mequon-Thiensville Bike and Pedestrian Way Commission meeting minutes of December 12 and December 19, 2024
- h) Mequon Municipal Water Utility Commission meeting minutes of October 30, 2024
- i) Planning Commission meeting minutes of December 2, 2024
- j) Public Safety Committee meeting minutes of November 12, 2024
- k) Public Welfare Committee meeting minutes of December 10, 2024
- l) Public Works Committee meeting minutes of December 10, 2024
- m) Zoning Enforcement and Site Compliance Report through January 29, 2025
- n) **RESOLUTION 4174** - A Resolution Authorizing Two Amendments to the Development Agreement for Highland Meadows, a 37-Lot Single-Family Subdivision, Located at 1310 West Highland Road; **Recommended by Planning Commission January 27, 2025.**
- o) **RESOLUTION 4175** - A Resolution Approving the Final Plat for Highland Meadows, a 37-Lot Single-Family Subdivision, Located at 1310 West Highland Road; **Recommended by Planning Commission January 27, 2025.**

8) **Ordinances:** None.

9) **Resolutions:**

- a) **RESOLUTION 4176** - A Resolution Awarding a Contract for the Replacement and Installation of Audio and Video Equipment within the Council Chambers at City Hall to AV Design Group of Thiensville, Wisconsin, in the Amount of \$163,257; **Recommendation Forthcoming by Finance-Personnel Committee February 11, 2025.**
- b) **RESOLUTION 4177** - A Resolution Approving a Five-Year Service Agreement for Administration of a 457(b) Retirement Plan with MissionSquare Retirement, Washington, DC; **Recommendation Forthcoming by Finance-Personnel Committee February 11, 2025.**
- c) **RESOLUTION 4178** - A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World Migratory Bird Day in Conjunction with Arbor Day; **Recommendation Forthcoming by Public Welfare Committee February 11, 2025.**
- d) **RESOLUTION 4179** - A Resolution Designating Mequon, Wisconsin as a Bee City USA; **Recommendation Forthcoming by Public Welfare Committee February 11, 2025.**
- e) **RESOLUTION 4180** - A Resolution Awarding a Contract for Cleaning Services at City Hall, the Department of Public Works Facility and the Public Safety Building to Environment Control of Wisconsin, Inc., Waukesha, Wisconsin, in the Amount of \$226,296 for the Period April 1, 2025 - December 31, 2027; **Recommendation Forthcoming by Public Works Committee February 11, 2025.**

- f) **RESOLUTION 4181** - A Resolution Approving the Purchase of a Replacement Pick-Up Truck and Related Components from Ewald Automotive Group, Oconomowoc, Wisconsin for a Total Estimated Cost of \$45,252; **Recommendation Forthcoming by Sewer Utility District Commission February 11, 2025.**

10) Specified Unfinished Business From Prior Meetings: None.

11) Specified New Business: None.

12) 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.

13) Adjourn

Dated: February 11, 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



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: February 11, 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 adopting 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: February 11, 2025

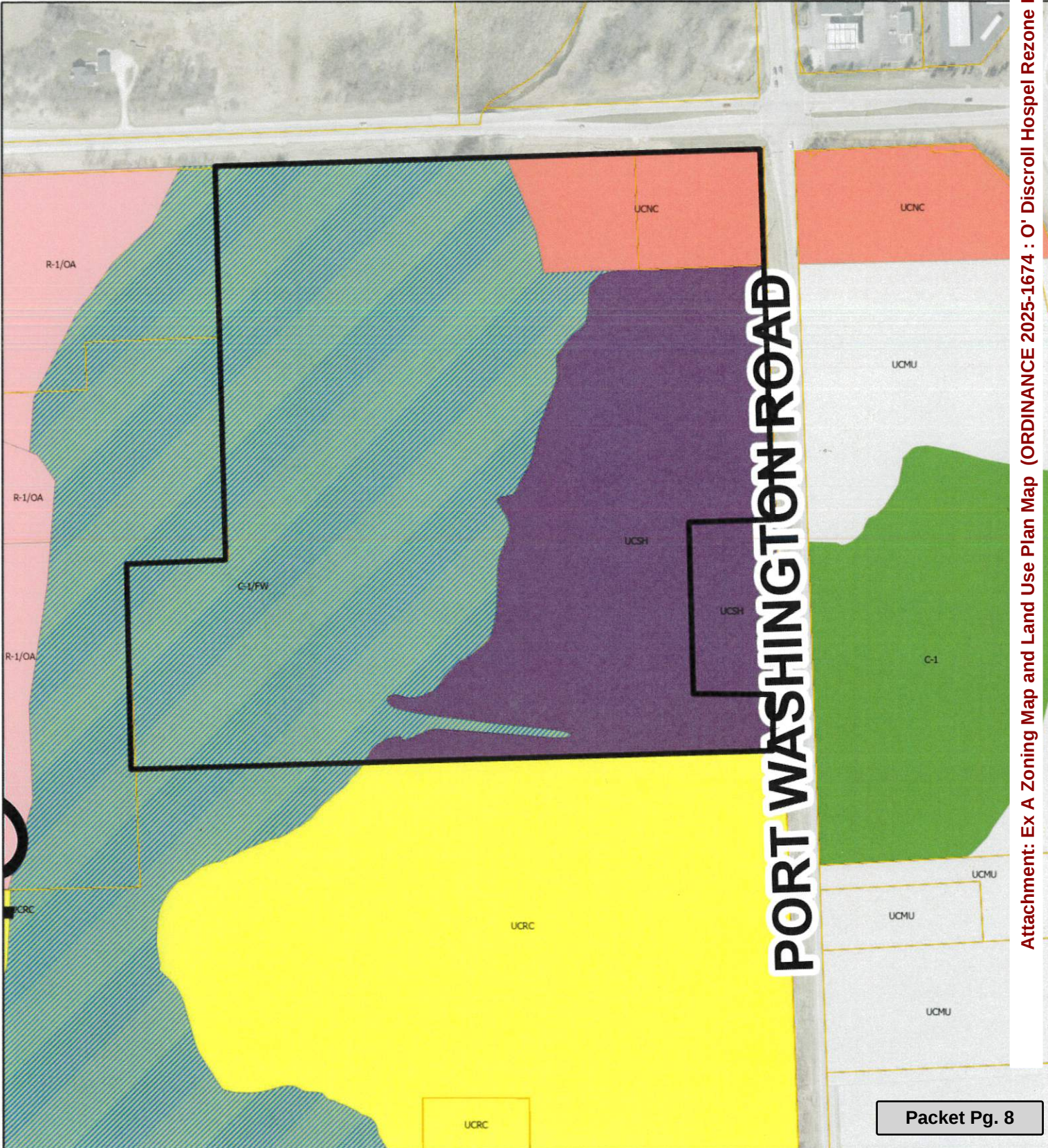
I certify that the foregoing Ordinance was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

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

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



11333 N. Cedarburg Road
 Mequon, Wisconsin 53092
 Phone: (262) 236-2924
 Fax: (262) 242-9818

www.ci.mequon.wi.us

INSPECTION DIVISION

ARCHITECTURAL BOARD MINUTES
Monday, December 9, 2024
6:00 PM
Lower-Level Conference Room

Minutes

1. Call to Order, Roll Call:

Present: Vice-Chairman Paul Apfelbach

Members at Large: John Mikkelson, Michael Wade, Tom Irvin

Architectural Board Liaison: Greg Golden

2. Meeting Minutes

Minutes from the November 11, 2024, meeting were approved by District Representative Tom Irvin and seconded by Architect-At-Large John Mikkelson.

Minutes passed unanimously.

Attachment: Arch Board 12.9.24 (10006 : Arch Board)

3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 3 6:00 pm	New Single-Family Residence	Veridian Homes LLC 10595 Tree Sparrow Drive Subd: The Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
Moved to Approve: <u>Irvin</u> Seconded by: <u>Mikkelson</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted with the condition that shingles should be added to the left elevation gable to match gables on right elevation				
2)	Dist. 3 6:05 pm	New Single-Family Residence	Veridian Homes LLC 10587 Tree Sparrow Drive Subd: The Enclave	Contractor: Veridian Homes LLC Architect: Veridian Homes LLC
Moved to Approve: <u>Irvin</u> Seconded by: <u>Wade</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				
3)	Dist. 4 6:10 pm	Addition: Second Floor	Gail Sommerfeld 5115 W. Willow Road Subd: Little Farms	Contractor: DE Contracting Architect: New Horizon Ventures
Moved to Approve: _____ Seconded by: _____ Approved: _____ Vote: _____ Conditions: CANCELLED				

Attachment: Arch Board 12.9.24 (10006 : Arch Board)

4)	Dist. 4 6:20 pm	Addition: Attached Garage and Second Floor	Jason & Kate Stuewe 10808 N. Cedarburg Road Subd: N/A	Contractor: Owner Architect: Owner
----	--------------------	---	---	---

Moved to Approve: Irvin
 Seconded by: Mikkelson
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

5)	Dist. 5 6:30 pm	Addition & Remodel	2707 W. Cassel Lane LLC 2707 W. Cassel Lane Subd: N/A	Contractor: Catalyst Construction Architect: Marcel Uttech
----	--------------------	-------------------------------	---	---

Moved to Approve: Irvin
 Seconded by: Mikkelson
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted.

6)	Dist. 1 6:40 pm	Shed	Michele Hintz 8360 W. Freistadt Road Subd: N/A	Contractor: Great Lakes Homes Architect: Great Lakes Homes
----	--------------------	-------------	--	---

Moved to Approve: Mikkelson
 Seconded by: Apfelbach
 Approved: Yes
 Vote: Unanimous

Conditions: Plans approved as submitted with the following conditions:

1. All materials including corner boards, siding and trim details to match the existing house.
2. Roof pitch to be 6/12 to match existing house.
3. Windows should be added to both side elevations and back elevation; no windows required on front elevation (side with overhead door).

7)	Dist. 1 6:50 pm	New Single-Family Residence	Robert & Angelika Para 7739 W. Cheverny Drive Subd: Cheverny	Contractor: Owner Architect: Anderson Homes
Moved to Approve: <u>Irvin</u> Seconded by: <u>Mikkelson</u> Approved: <u>Yes</u> Vote: <u>Unanimous</u> Conditions: Plans approved as submitted.				

3. **Announcements:**

Andy Wagner, City Inspector to discuss with Board Members projects that have been approved at Staff Level.

4. **Motion to Adjourn:**

Architect-At-Large John Mikkelson made a motion to adjourn the meeting.
Vice-Chairman Paul Apfelbach seconded the motion.

A vote was taken; vote passed unanimously.
Meeting adjourned at 6:58 p.m.



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

www.ci.mequon.wi.us

Office of the City Clerk

BOARD OF APPEALS
Thursday, December 5, 2024
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order

Present:

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

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

2) Approve meeting minutes of November 7, 2024

Motion to approve meeting minutes.

RESULT: **Approved by Vote Count [Unanimous]**
MOVED BY: Board Member Flanagan
SECONDED BY: Board Member Larson

AYES:	Massey, Flanagan, Larson, Stern, Wawrzyn
--------------	--

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

- a. Applicant:** Jeremy Gonzalez
Owners: Jeremy Gonzalez
Appeal: Opportunity will be given to all interested in being heard concerning the petition by Jeremy Gonzalez to request a variance for a shed and dog run at the property located at 11329 N Meadowbrook Drive.

Attachment: Gonzalez Minutes Final (10005 : BOA meeting minutes)

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

Jeremy Gonzalez	11329 N Meadowbrook Drive
Kim Tollefson	11333 N Cedarburg Road
Gary Norton	11323 N Meadowbrook Drive

Director of Community Development Tollefson explained that the applicant had requested three variances related to two structures. Two variances relate to an accessory structure, which is a shed at the rear of the property. The subject lot is narrow and current placement of the shed does not meet two offset requirements (rear is at 18 feet rather than 25 feet and side is at 15.5 feet rather than 19 feet).

During the review process, it was determined that neither the shed nor the dog run had been installed with permits. While staff can work with the homeowner to resolve the permit issue, the setbacks are still out of compliance. The shed could be relocated within the yard to meet required offsets.

The third variance is for a dog run located in the side yard that is currently 600 square feet when code limits a dog run to no more than 150 square feet. The dog run is used for a K-9 unit dog for the Milwaukee Police Department. While the height and location of the current dog run are acceptable, the overall size is not allowed by the current ordinance. The Milwaukee Police Department provides guidelines for a K-9 unit / service animal, but a required size for a dog run is not defined.

Chair Massey pointed out that the term “dog run” and “kennel” have differing definitions. City Attorney Sajdak said the municipal code does not define a “dog run” but says a “kennel” is something that can house four dogs or more. The applicant’s structure should not be referred to as a “kennel” as that does not apply since this is just regarding one dog.

Board Member Flanagan said Section 58-532 does not specify anything regarding a service dog or K-9, and he asked how it can be amended by the Common Council to address this type of situation. Director Tollefson said that a policy analysis could be initiated to review this circumstance or other K-9 or service dog requirements.

Mr. Gonzalez explained that when they purchased the property, it had an existing shed that was dilapidated. They purchased and installed a replacement shed without realizing the need for a permit. Their new shed was placed further from the lot line than the old one (which improved the offset). The new location was selected as it was the flattest area of the yard and is now placed on a gravel pad. They wanted to keep an open space for their children to play without affecting the wooded area of the yard. The neighbors signed off that this current location was acceptable.

Nox is an eight-year-old German Shepherd that works as K-9 for the Milwaukee Police Department. Due to his training, Nox constantly runs and paces within the dog run. Mr. Gonzalez built the dog run to provide much-needed extra space for Nox to safely move and expend energy outside. They do not have space in their basement for Nox to use for exercise. The neighbor closest to the dog run also does not have any issue with the size or location of the current dog run.

The Board asked if the Milwaukee Police Department sets any other requirements or provided any of the supplies since the K-9 is technically their property. Gonzalez purchased and installed the dog run at his own expense. The size and location were selected because of the open area that was available with access closest to the house. The shed had been up for two years and the fence for 7 years before Mr. Gonzalez received any notice that he was out of compliance with the ordinance.

Chair Massey said it would be useful to know the additional requirements needed for a working or K-9 dog or service animal. Mr. Gonzalez explained Nox must have a lot of exercise to release his energy, and the house does not lend itself to having an interior area for exercise.

Board Member Wawrzyn questioned why the size area is specified for a dog run but residents can fence in an entire yard for their pet (and that is not considered a dog run). Director Tollefson agreed there can be different interpretations within the codes, so it may be necessary to revisit the guidelines within this code.

Gary Norton is a neighbor at 11323 North Meadowbrook Drive and wanted to say that there have been many improvements to the property since the Gonzalez family arrived. He believes Mr. Gonzalez has already had enough of a hardship with paying for a survey and investing in a new shed that was a great enhancement within the neighborhood. The dog is well-behaved and does not bark. Mr. Norton asked the Board to grant an exception for the existing shed and dog run for this K-9 while the Gonzalez family owns this residence.

Motion to close the hearing.

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

AYES:	Massey, Flanagan, Larson, Stern, Wawrzyn
--------------	--

The Board discussed that they cannot change a city ordinance. They can determine if the property itself is causing a hardship and approve a variance. While the dog run location is acceptable, its size is larger than the maximum allowed. If this was considered a kennel, there would be no limitations on the size of the dog run.

The Board agrees that there needs to be more clarification from the Common Council regarding how the ordinance could be expanded for a working animal. The needs of a service dog should make this a “canine exercise facility” rather than a dog run as the requirements of this K-9 are different from a house pet or family dog. However, this Board is limited by the narrow role it must work within. It must consider the municipal ordinances as they are written and make a decision based on that.

Motion to deny all three requests for variance.

RESULT:	Approved by Vote Count [Unanimous]
MOVED BY:	Chair Massey

SECONDED BY: Board Member Wawrzyn

AYES: Massey, Flanagan, Larson, Stern, Wawrzyn

After the vote, the Board reviewed the procedures for bringing ordinance changes to the Common Council. Director Tollefson said her department would hold off on any enforcement regarding the dog run or shed while these changes are being pursued.

4) Ordinance

- a. ORDINANCE 2024-1672** An Ordinance to Amend Section 58-41(g) of the Mequon Municipal Code Related to the Issuing of Decisions by the Board of Appeals.

City Attorney Sadjak stated it is necessary to have a timely turnaround when making a decision, but it has been too aggressive at times and has made it hard to meet. The request is to extend the deadline by five days but would not go past 60 days without the Board's approval. This is just an initial discussion and it can be revisited at the January 2025 meeting.

Chair Massey said she read the proposed change would allow 15 days plus 5 days (20 days total) for the work to be completed following a meeting. If there is an extension approved of 60 days, that can mean a delay of 80 days which is too long. Chair Massey wanted to clarify who should have the authority to delay getting a decision finalized and determine what amount of time is reasonable. She believes the Common Council or Mayor should be tasked with making an allowance if the 20-day deadline cannot be met.

The Board believes the wording of the proposed ordinance should be reviewed to make it clearer who has the role of writing up the decision and the timeline allotted. The top of page 36 should be amended to say "the attorney representing the board shall render a decision". City Attorney said that the point of the ordinance is to make sure that it is clear what the decision process is and how a "reasonable time" is defined. Board members had to respond within five days or they will be passed over (and presumed as having approved the decision).

5) Adjourn

Motion to adjourn at 7:50 PM.

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

AYES: Massey, Flanagan, Larson, Stern, Wawrzyn

Respectfully Submitted,
Beth Kong
Deputy Clerk



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

www.ci.mequon.wi.us

Office of the City Clerk
 Taped and Televised

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

Minutes

1) Call to Order

Mayor Nerbun called the meeting to order at 8:11 PM.

2) Pledge of Allegiance

3) Roll Call

Present:

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

Also Present: City Administrator Jones, Police Chief Pryor, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Finance Director Arnett, City Engineer Lundeen, Management Fellow Randall, press and interested public.

4) Personal Appearances and Public Comment: None.

5) Public Officials' Reports:

a) Mayor

Mayor Nerbun recognized Chief Pryor for his 25 years of service to the City with the most recent five years as Chief. He congratulated him on his upcoming retirement and invited everyone to the party held on Friday January 24 at the Legion Hall starting at 3:30 PM.

Attachment: 1.14.25 CC Minutes (10012 : CC meeting)

b) City Administrator

City Administrator Jones discussed the Parameters Resolution for the promissary notes and the sale scheduled for January 17. The City's rating from Standard & Poor's was re-affirmed as Double AA stable for those notes.

The Mequon-Thiensville Trail Foundation will hold a Public Involvement Meeting from 5 PM to 7 PM on Thursday, January 23 at City Hall. The goal is to discuss a proposed pedestrian and bike trail along the north side of Highland Road to connect Rotary Park to the Ozaukee Interurban Bike Trail.

Mayor Nerbun also reminded residents that the last day for pickup of Christmas trees by Public Works is on January 31.

6) Consent Agenda:

- a) Architectural Board meeting minutes of November 11, 2024.
- b) Board of Appeals meeting minutes of August 1, 2024 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.

Motion to approve Consent Agenda items A-J.

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

AYES:	Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt
--------------	--

k) Ordinance First Readings

- 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.

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.

Attachment: 1.14.25 CC Minutes (10012 : CC meeting)

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 to Badger Pools of Prairie du Sac, Wisconsin, in an Amount Not-to-Exceed \$142,365.

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

AYES: Strzelczyk, Mayr, Hansher, Bach, Parrish, Bratt, Gebhardt
NAY: Tolocko

- 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.

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

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

- 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.

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

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

- 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.

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

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

- 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.

The donation provided in this resolution will establish the City's first Drone program. In the past, they had to share services with other departments. The Council recognized the generosity of the Mequon Women's Club whose donation to the MT Community Foundation made this possible.

RESULT: **Approved by Roll Call Vote [Unanimous]**
MOVED BY: Alderman Bach
SECONDED BY: Alderman Mayr

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

9) Specified Unfinished Business From Prior Meetings:

- 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.

Motion to reconsider Resolution 4159.

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

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

Motion to approve Resolution 4159.

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

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

10) Specified New Business: None.

11) Potential Closed Session:

- 1) 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.

Motion to enter Closed Session.

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

AYES: Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Bratt, Gebhard,
Nerbun

12) Adjourn

A motion to adjourn following Closed Session was unanimously approved at 9:15 PM.

Respectfully Submitted,
Beth Kong, Deputy Clerk

Attachment: 1.14.25 CC Minutes (10012 : CC meeting)



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

www.ci.mequon.wi.us

ECONOMIC DEVELOPMENT BOARD

Tuesday, November 19, 2024

8:00 AM

North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Timothy Carr
 Alderman William Gebhardt
 Board Member Colin Boyd
 Board Member Dennis Engel
 Board Member Daniel Gannon
 Board Member Michael Kramer
 Board Member Tracy Johnson
 Board Member Jeff McLean
 Board Member Inge Plautz -- **Absent**

2) Approval of Meeting Minutes from September 24, 2024

Action

Board Member McLean made a motion to approve the September 24, 2024, meeting minutes.
 Board Member Gannon seconded the motion.

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

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member McLean

SECONDED BY: Board Member Gannon

AYES: Carr, Gebhardt, Boyd, Engel, Gannon, Kramer, Johnson, McLean

ABSENT: Plautz

3) Port Washington Road Market Analysis - Final Report

Director Kim Tollefson stated that staff are interested in hearing feedback from the Board regarding the Port Washington Road market analysis. She added that the Common Council (CC) has also reviewed the analysis and has provided some feedback. After today, EDB and

Attachment: EDB_11.19.24_FINAL (10023 : EDB minutes)

CC modifications will be given to the consultant and a final document from the consultant can be expected. She explained that staff will put together a 2025 Work Program with priorities, action steps and a timeline associated with the hierarchy of the recommendations which will then be presented to the Board in January.

The memo provided in the packet outlined the comments from the Common Council, some of which may have budgetary implications (hotel analysis).

There was discussion amongst the Board regarding the analysis report, including the topics noted by the Council:

- Positive feedback regarding the concept of redevelopment of the out lots (parking lots) of existing sites, such as Metro Market, Marcus Theatre. Although they were uncertain about fast food restaurants at those locations.
- Hotel option is a desired action step by the Council. A hotel feasibility study would need to be conducted.
- Branded architecture due to concerns about adapted reuse (specifically the number of financial institutions).
- Redevelopment opportunities for the Chalet Motel - including the concept of including the Chalet Motel to create a more substantial redevelopment site. There was mixed response by the CC to consider residential sites to the rear.
- Business Incubator concept was appealing to the Council.
 - There was a recommendation for a Review Authority for redevelopment but there was mixed response on whether the Council wants to give up authority involving that level of partnering and financial partnerships with businesses and developers. Mayor Nerbun added that this should be discussed at a later date.
- Consider greater density and building massing as well as no parking minimums.
- Push positive PR aspects of the corridor.

Ald. Gebhardt added that the Council also discussed the idea of a recreational area. He believes there are really important findings and recommendations in the analysis, and the challenge is going to be the execution of these recommendations. He also commented it is important to be aware of the timing of the TIFs and their impact on developers.

He introduced the idea of zoning that corridor as one zoning district instead of individual zoning districts with varying requirements based on specific properties. He also believes that the city should play a more active role in helping property owners regarding redevelopment and improvements to their sites.

Staff gave feedback regarding the one zoning district idea citing that the CC has communicated that they do not want the properties to be non-conforming. Staff believe there could be some consolidation but not necessarily one zoning district across the entire corridor. It was suggested that there are some existing conditions throughout the corridor that could be leveraged to attract certain uses that are in demand. It was noted that fewer zoning districts

could help with clustering of similar uses that would help with the cohesiveness of the corridor.

Additional feedback from the Board included:

- Marketing element is an important output for property/business owner feedback.
- Priority areas, specifically in the southern portion of the corridor should be a concentrated focus.
- Architecture and design standards are important.
- Open spaces should be incorporated throughout the corridor.

4) 2025 Work Program

Director Tollefson stated that there are two major policy items that will be included on the 2025 Work Program; the Port Washington Road Market Analysis and the Southwest Industrial Sewer Analysis.

5) Staff Updates

Staff gave an update about recent and ongoing projects and developments in the city.

6) Announcements

The next meeting is Tuesday, January 28, 2025, at 8:00 a.m.

The 2025 Meeting Calendar was included in the packet.

7) Adjourn

Action

Board Member Gannon made a motion to adjourn the meeting.

Board Member Boyd seconded the motion.

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

(Members Kramer and Johnson had left the meeting)

The meeting adjourned at 9:13 a.m.

Respectfully Submitted,

Kim Tollefson

Director of Community Development



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

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Monday, November 18, 2024
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Miranda White
 Vice Chair Deanna Conaty
 Committee Member Jenne Hohn
 Committee Member Tracy Johnson
 Committee Member Lisa Liljegren
 Committee Member Moshe Luchins
 Committee Member Vanessa Nerbun
 Committee Member Brett Benson -- **Absent**
 Committee Member Brittany Maynard -- **Absent**
 Committee Member Laeh McHenry -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. October Minutes

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

MOVED BY: Committee Member White

SECONDED BY: Board Member Johnson

AYES:	White, Conaty, Hohn, Johnson, Liljegren, Luchins, Nerbun
ABSENT:	Benson, Maynard, McHenry

3) Winter Wonderland

a. Tree, Ornament, & Sponsor Update

This year's Christmas tree was graciously donated by MATC Mequon. Kohler Credit Union and Hawkins Ash CPAs are the main sponsors and Lumia Mequon is the Carriage Sponsor. The Committee viewed ornament samples supplied by The Painted Creek. Chair White

Attachment: Festival Mins 111824 (10020 : Festivals)

moved to order the wooden and circle ornaments and Committee Member Liljegren seconded. The motion was passed via Voice Acclamation.

b. Festival Map

The Committee reviewed the map and discussed who would supply the hot chocolate. Committee Member Luchins offered to bring the necessary items for the hot chocolate bar. It was also discussed how dark it was last year by the carriage sign and how a construction light should be purchased.

c. Flyer Distribution

Flyers were distributed for members to hang at various spots around town.

d. Event Assignments

Assignments were given out: Lisa would be by the music, Vanessa & Tracy in Santa's House, Moshe by the hot chocolate, Laeh by the ornaments, Deanna & Brett by the Library parking lot/carriage rides, and Brittany in the Cards for the Troops tent.

e. Arrive at 2:30pm on Sunday and at 12:30pm on Friday to decorate Santa's House

4) Redbud Festival

a. Artist Application

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

MOVED BY: Committee Member White

SECONDED BY: Nerbun

AYES: White, Conaty, Hohn, Johnson, Liljegren, Luchins, Nerbun

ABSENT: Benson, Maynard, McHenry

5) Next Meeting Date and Time

A. January 13 at 6:30pm

6) Adjourn

Chair White moved to adjourn at 7:12 PM and Committee Member Liljegren seconded.

Respectfully Submitted,

Carrie Enea

Executive Assistant



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

www.ci.mequon.wi.us

Office of the City Administrator

FINANCE-PERSONNEL COMMITTEE

Tuesday, December 10, 2024

6:00 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, Brian Sajdak, City Attorney, Kimberly Tollefson, Community Development Director, Tara Jester, Accounting Specialist, Julia Perszyk, HR Coordinator, Brian Roemer, Ehlers Senior Municipal Advisor and Ariana Schmidt, Ehlers Senior Financial Specialist.

2) Approve Meeting Minutes

a. Finance-Personnel Meeting Minutes of November 12, 2024

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

AYES: Gebhardt, Parrish

ABSENT: Strzelczyk

3) License Applications

a. December 2024 Licenses

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

MOVED BY: Alderman Gebhardt

SECONDED BY: Alderman Parrish

Attachment: FP 121024 (10008 : F&P minutes 12.10.24)

AYES: Gebhardt, Parrish
ABSENT: Strzelczyk

4) Vouchers Paid

a. November 2024 Vouchers Paid List

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

AYES: Gebhardt, Parrish
ABSENT: Strzelczyk

5) 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

Administrator Jones briefed the Committee on the borrowing amount and planned uses. The intended uses are: \$5.25M for Roads, \$1M for the Brush Site and \$600k for Council Chamber Improvements. This leaves \$105k for issuance costs associated with the borrowing.

Brian Roemer from Ehlers was in attendance at the meeting for follow up questions from the Committee members.

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

AYES: Gebhardt, Parrish
ABSENT: 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

Administrator Jones explained to Committee members the process staff took to come to this decision for an Enterprise Land Management System. Tyler Technologies rated highest among the project team, which consisted of staff members from several different departments. One notable point is the City already uses Tyler for its Enterprise Resource Planning system, as such it will integrate seamlessly with that.

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

AYES: Gebhardt, Parrish
ABSENT: Strzelczyk

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

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

AYES: Gebhardt, Parrish
ABSENT: Strzelczyk

6) Discussion Items

- a. 2024 YTD Budget Report as of September 30, 2024
- b. 2024 YTD Cash & Investment Report as of September 30, 2024

Assistant Finance Director Keyser briefed the Committee members on the Year-to-Date interest booked from January through September in the bank accounts as well as investment portfolios.

- c. Finance - Personnel Work Plan

7) Adjourn

A motion to adjourn was made at 6:30 P.M. by Alderman Parrish, seconded by Alderman Gebhardt. All voted in favor "aye."

Respectfully Submitted,

Marie Keyser
Assistant Finance Director

Attachment: FP 121024 (10008 : F&P minutes 12.10.24)



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



www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, December 12, 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 Mequon resident William Arpe, Thiensville resident Alan Siggleskow, Brian Lennie with Stantec, and Lori Lorenz and Holly Leider MD with M-T Trails Foundation. Craig Huebner from Graef was present and Dominic Marlow from Graef attended virtually. Additionally, City Engineer/Director of Public Works Lundeen, Assistant City Engineer McCraw, and Engineering Administrative Assistant Redeker were present.

2. Approval of Meeting Minutes

a. November 14, 2024 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Commissioner Wade

SECONDED BY: Commissioner Heinritz

AYES:	Maciolek, Doornek, Heinritz, Holyoke, Liegeois, Wade
--------------	--

Attachment: Bikeway 12-12-2024_Minutes (10025 : Bikeway minutes)

3. Resident Communications

Mequon resident William Arpe, Brian Lennie from Stantec, as well as Lori and Holly from M-T Trails Foundation were present to speak on the first agenda item: M-T Trails Foundation Highland Road Path Update.

Thiensville resident Alan Siggolkow was present to speak on the third agenda item: Bike and Pedestrian Concerns at Buntrock Ave and Division St.

4. Discussion/Action Items

a. MT Trails Foundation Highland Road Path Update

The MT Trails Foundation representatives, Lori and Holly, provided an update on their efforts to develop a bike and pedestrian trail along Highland Road in Mequon and Thiensville. The north side of the road was determined to be the safest and most feasible route based on multiple studies, wetland considerations, and land use constraints. Despite some neighborhood opposition, the foundation has secured necessary funding, including a TAP grant, and right-of-way approval from the city. They emphasized that moving forward with the north side trail ensures timely access to grant funding and aligns with long-term safety and community benefits. The foundation reiterated its commitment to the project and the importance of prioritizing safe, off-road pathways for residents.

Mequon resident William Arpe and Brian Lennie from Stantec voiced their support for a trail on the south side of Highland Rd.

This item was informational and there was no vote.

b. Overview of Draft Updates to the Mequon-Thiensville Bike & Pedestrian Way Plan

Craig Huebner with Graef discussed the draft Master Plan with the commissioners, recounted his presentation of the draft plan to the City of Mequon Committee of the Whole two days prior, and stated he will also be presenting it to the Thiensville Village Board on Monday, December 16, 2024.

Discussion ensued regarding the draft plan. A decision to hold an additional commission meeting on Thursday, December 19, 2024 was made to further discuss the commissioner's thoughts on the draft plan.

c. Bike and Pedestrian Concerns Buntrock Ave and Division St

Thiensville resident Alan Sigglekow and the commissioners discussed what possible temporary safety measures for the area of Division St and Buntrock Ave could or could not be made while waiting for an official project to happen in that area.

5. Other Business

a. 2025 Meeting Dates

The Joint Mequon-Thiensville Bike and Pedestrian Way Commission usually meets on the second Thursday of each month. The commissioners chose to move the January meeting back one week to Thursday, January 16, 2025, in order to accommodate the deadline of January 15, 2025 for the Committee of the Whole members to submit their comments to Assistant City Engineer McCraw. The commissioners approved the rest of the 2025 dates as they were.

6. Adjourn

a. Motion to Adjourn at 10:53 AM

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

MOVED BY: Holyoke

SECONDED BY: Commissioner Doornek

AYES:	Maciolek, Doornek, Heinritz, Holyoke, Liegeois, Wade
--------------	--

Respectfully Submitted,

Kaye Redeker

Attachment: Bikeway 12-12-2024_Minutes (10025 : Bikeway minutes)



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



www.ci.mequon.wi.us

Public Works Department

Joint Mequon-Thiensville Bike and Pedestrian Way Commission

Thursday, December 19, 2024

9:00 AM

North Conference Room

Minutes

I. Call to Order

Present:

Vice Chair Jim Doornek

Commissioner Ron Heinritz

Commissioner Rob Holyoke

Commissioner John Liegeois

Absent:

Chair Kenneth Maciolek

Commissioner Kristin Wade

Thiensville Director of Community Services / Public Works LaFond was present. Craig Huebner from Graef was also in attendance and Dominic Harlow from Graef attended virtually. Also present were Assistant City Engineer McCraw and Engineering Administrative Assistant Redeker.

II. Cover Memos

1. Mequon-Thiensville Bike & Pedestrian Way Draft Master Plan Review

Commissioners discussed the draft plan and submitted their comments on the plan to Graef.

Attachment: 12-19-2024_Minutes_Special Meeting Bikeway (10025 : Bikeway minutes)

III. Adjourn

1. Motion to adjourn at 10:28 AM

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

MOVED BY: Commissioner Holyoke

SECONDED BY: Commissioner Heinritz

AYES: Doornek, Heinritz, Holyoke, Liegeois

Respectfully Submitted,

Kaye Redeker

Attachment: 12-19-2024_Minutes_Special Meeting Bikeway (10025 : Bikeway minutes)



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-1580

www.ci.mequon.wi.us

Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION

Regular Meeting

Wednesday, October 30, 2024

5:30 PM

Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Meeting called to order at 5:43 P.M.

Present:

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

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. October 8, 2024, Minutes

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

MOVED BY: Commissioner Strzelczyk

SECONDED BY: Commissioner Gebhardt

Attachment: Water Ut 10-30-24 (10021 : Water Utility Minutes)

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Bach, Parrish, Bratt, Gebhardt
NOT PRESENT: Hansher

3) Discussion Items

a. 9742: Water Utility Reassignment of Undesignated Cash Reserves

Staff clarified that currently water storage in the City consists of two active reservoirs that are maintained daily to keep the water fresh for use in a disruption of supply. The reservoirs will no longer be needed once a second connection of the Water Works supply is made. Part of the cash reserves reassignment would go towards reviving the currently unused water tower. A functioning tower would provide water in the event of a disruption of supply.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Commissioner Parrish
SECONDED BY: Commissioner Bach

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Bach, Parrish, Bratt, Gebhardt
NOT PRESENT: Hansher

b. 9733: Proposed FY 2025 Water Utility Budget

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

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Bach, Parrish, Bratt, Gebhardt
NOT PRESENT: Hansher

c. Authorization for the Mequon Water Utility to Exceed \$25,000 for the Purchases and/or Services from Core and Main, Etna Supply, Grunau, DF Tomasini, Mid-City, MJ Construction, Rozga, Badger Meter and United Systems & Software, Inc. to Complete Projects as Needed During Fiscal Year 2025

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

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Bach, Parrish, Bratt, Gebhardt
NOT PRESENT: Hansher

d. 9793: Water Connection Policy Amend Amortization of Depreciation Costs

Staff will provide a list of water trusts in their district to the Commissioners.

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

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Bach, Parrish, Bratt, Gebhardt
NOT PRESENT: Hansher

e. Status Update - Mequon Water Utility Master Plan

An annual update will be provided to the Commission likely in the second quarter of 2025.

f. Status Update - Mequon Water Utility Leak Audit

The study was done using the utility map that included all areas that are being served.

The first billing cycle since the 6 non-surface leak repairs were completed shows 13-14% of non-revenue water. Staffed advised that there is still work to be done and the goal is to get the non-revenue water down to single digits.

The question was asked if City Water kept track of who the contractors and materials used. City Water stated they use a computer-based map of the water utility (GIS) that provides infrastructure details such as the age of the water main, the diameter, the material, where the laterals are located and made of, etc.

4) Adjourn

a. Motion to Adjourn at 6:10 PM

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

MOVED BY: Commissioner Bach

SECONDED BY: Commissioner Strzelczyk

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Bach, Parrish, Bratt, Gebhardt
NOT PRESENT: Hansher

Respectfully Submitted,

Ren Schlereth
 Administrative Assistant



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

www.ci.mequon.wi.us

Department of Community Development
 Taped and Televised

PLANNING COMMISSION
Regular Meeting
Monday, December 2, 2024
6:00 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Present:

Chair Andrew Nerbun
 Alderman Robert Strzelczyk
 Commissioner Bruce Barnes
 Commissioner Martin Choren
 Commissioner Rebecca Schaefer
 Commissioner John Stoker
 Commissioner Nancy Urbani
 Commissioner Stephanie Hawley - **Absent**

a) Approval of Minutes from 10.21.24

Action

Ald. Strzelczyk made a motion to approve the October 21, 2024, meeting minutes.
 Commissioner Urbani seconded the motion.
A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Nancy Urbani, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

Attachment: PC Minutes_12.02.24 FINAL (10024 : Planning Comm minutes)

2) Consent

- a) I-Mequon 1 LLC for ICAP Development. The Applicant is seeking minor request for sign waiver approval to allow for a monument sign to be built prior to development of the site located at 10931 N. Port Washington Road and for off premises signage to benefit 10921 N. Port Washington Road.
- b) Mark Hilgendorf for Trinity Lutheran Church. The applicant is seeking certified survey map approval to allow for a 2-lot land division for the property located at 11450 N. Wauwatosa Road.
- c) Pointe Real Estate. The applicant is seeking final plat approval to allow for Phase 1 of the Swan Ridge Farms subdivision consisting of a total of 41-lots for the lands immediately south of and west of 10129 N. Swan Road.

Action

Commissioner Stoker made a motion to approve the three items on the Consent Agenda.

Ald. Strzelczyk seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

3) Public Hearing

- a) Victory Homes of Wisconsin for Brian & Carolyn Timmis. The applicant is seeking conditional use grant approval to allow for a guest house for the property located at 3131 W. Donges Bay Road.

Commissioner Stoker recused himself.

Action

Commissioner Choren made a motion to open a public hearing.

Ald. Strzelczyk seconded the motion.

A voice vote was taken; vote passed (7-0)

Public Comment

No public comment

Action

Commissioner Choren made a motion to close the public hearing.

Commission Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

Assistant Director Jac Zader stated that this request is for a guest house on an R-2 zoned property which requires a conditional use grant. The only unresolved issue is the warming drawer which staff consider a stove/oven and request that it be removed from the submittal. Other than this one issue, staff recommend approval.

The applicant explained that the warming drawer is not for cooking but for keeping food items warm at the pool house. They specifically designed the plan without a stove for cooking.

Asst. Dir. Zader cautioned the Commission that some warming drawers can be used like a slow cooker and that this issue is really an interpretation of the code, but cautioned that approving this could be a slippery slope for future submittals.

The Commission discussed this issue and there was consensus that the warming drawer should be allowed with the condition that it shall not exceed a specified temperature.

Action

Ald. Strzelczyk made a motion to approve the CUG with the condition that the warming drawer does not exceed 200 degrees.

Commissioner Choren seconded the motion.

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

RESULT:	APPROVED WITH CONDITIONS [6 TO 0]
MOVER:	Robert Strzelczyk, Alderman
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Urbani
ABSENT:	Hawley
RECUSED:	Stoker

- b) Neil Fleischhacker for Eastwood Nest LLC. The applicant is seeking conditional use grant approval to allow for warehousing for the property located at 6300-6320 Eastwood Court.

Action

Commissioner Schaefer made a motion to open a public hearing.

Commissioner Stoker seconded the motion.

A voice vote was taken; vote passed (7-0)

Public Comment

No public comment

Action

Commissioner Schaefer made a motion to close the public hearing.

Commission Stoker seconded the motion.

A voice vote was taken; vote passed (7-0)

Asst. Dir. Zader stated that this is a fire restoration business in an existing multi-tenant building. There are no outstanding conditions or issues with the proposal with the clarification that there shall be no outside storage. Staff recommend approval.

Action

Commissioner Stoker made a motion to approve the conditional use grant.

Commission Choren seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT:	APPROVED [7 TO 0]
MOVER:	John Stoker, Commissioner
SECONDER:	Martin Choren, Commissioner
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

- c) Ozaukee Washington Land Trust. The applicant is seeking conditional use grant approval for a nature preserve and minor request approval to allow for a parking lot for the property located at 4513 W. Bonniwell Road (Spirit Lake).

Action

Commissioner Choren made a motion to close the public hearing.

Commission Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

Public Comment

Bob & Jean Buege - 4800 W. Bonniwell Road - live directly across the street; opposed to the hunting but not the parking lot. They have had bb's hitting their home on multiple occasions. They believe there should be signage and a limit on the number of people allowed to hunt at a time as this is a safety issue.

Ald. Strzelczyk, as the alderman for this district, stated that he will advocate for signage to be added to acknowledge the buffer zone.

Asst. Dir. Zader stated the local regulation allows for small game and deer to be hunted on this land.

Kevin White - 4900 W. Bonniwell Road - not opposed but he is concerned about the parking lot. He is not in favor of a gravel parking lot and wants more information on how it is going to be regulated (hours of operation, garbage). The parking lot is proposed to be directly in front of several homes along Bonniwell.

Scott Siefert - 4823 W. Bonniwell Road - his property is located in Spirit Lake. He is supportive of the parking lot as there are cars constantly parking along the side of the road in this location which tears up the ditches. He is somewhat conflicted about this proposal as he supports the walkers and the access to Spirit Lake but is not necessarily supportive of hunting in this location.

He has had several incidents in which his house is peppered with bullets, but he does not always call to report this to the police.

Kevin Kwiatkowski - 13425 N. Laurel Lane -he lives adjacent to Spirit Lake. He is concerned with the safety of the cars parked along Bonniwell Road as it blocks traffic traveling there. He is concerned about the control and maintenance of the parking lot.

David Sedlacek, who works for OWLT, stated that they wish some things about hunting could be changed but it is managed locally. He explained that the parking lot will be checked weekly for garbage and the end of the access lane will be gated to prevent vehicular traffic from entering the preserve.

Action

Commissioner Choren made a motion to close the public hearing.

Commission Schaefer seconded the motion.

A voice vote was taken; vote passed (7-0)

The Commission discussed issues including the ditch needing repair work on Bonniwell Road where cars have been parking along the road, the hours of the parking lot vs. the hours of the nature preserve, signage that should be installed, garbage can requirement for the parking lot and possible changes to the existing hunting permissions and a date to review.

Asst. Dir. Zader stated that the police department reiterated that a permit is needed to hunt, no rifles are allowed and they did not communicate that there have been issues or concerns from the residents in the area.

Ald. Strzelczyk expressed his concerns about the public feedback from the neighboring residents and he wants to ensure that this area is safe for everyone to enjoy. He believes a full review of the safety concerns needs to be done. He does support the proposed parking lot.

The Mayor summarized feedback from the Commission discussion and identified the following issues to be addressed:

- Review by Public Safety Committee, within 3 months, of safety concerns including police reports (results may trigger modifications to the CUG conditions).
- “No Parking” signs along Bonniwell Road shall be installed.
- Signage for users entering the park to be located in the parking lot (hunter obligations, “permitted only”, and passive uses).
- “No Discharge” signs shall be installed on the north side of the property.
- Review conditions of the parking lot, including garbage, 12 months after approval.

Action

Commissioner Barnes made a motion to approve the CUG including the conditions outlined above and the staff conditions in the report.

Ald. Strzekecyk seconded the motion.

A roll call vote was taken; vote passed (7-0)

RESULT:	APPROVED WITH CONDITIONS [7 TO 0]
MOVER:	Bruce Barnes, Commissioner
SECONDER:	Robert Strzelczyk, Alderman
AYES:	Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT:	Hawley

4) Regular Business

- a) Christian Life Church. The applicant is seeking building and site plan amendment approval to allow for a renovation and an approximately 17,512 sq. ft. addition to the existing church building including a new canopy and drop-off drive for the property located at 2909 W. Mequon Road.

Public Feedback

Lewis Chamoy - 11000 Sabra Court - stated that his home is located behind the church and he is concerned about the construction traffic and wants confirmation that he will have continuous access to his residence and that the driveway will remain clear.

Asst. Dir. Zader stated that this is part 1 of a 2-part request. This is for a building and site plan amendment for a 17,512 sq. ft. addition to the church to include a new worship space, new entrance and a canopy. The addition will be located in the back of the building. There will be loss of a few parking spaces.

Staff are concerned about the use of precast without any windows on the southwest elevation. Staff recommend additional windows on the north elevation of the building. Wall packs need to be full cut off. Staff recommend approval per the conditions in the staff report.

Staff confirmed the wetlands on the site will be avoided per the proposed construction plans.

The applicant explained that the current sanctuary faces the east and the new addition is attempting to control light issues there and that is the reason for the lack of windows on the north elevation.

Action

Commissioner Stoker made a motion to approve the item per staff conditions, the driveway (Sabra Court) shall remain unimpeded during construction with full access for the residence to the south.

Commission Choren made a friendly amendment to eliminate the condition to require windows on the southwest elevation due to the unique use of the building and lighting affecting the altar.

Ald. Strzelczyk seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT: **APPROVED WITH CONDITIONS [6 TO 0]**
MOVER: John Stoker, Commissioner
SECONDER: Robert Strzelczyk, Alderman
AYES: Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT: Hawley

- b) Christian Life Church. The applicant is seeking rezoning recommendation from R-3 to IPS zoning with PUD (Planned Unit Development) overlay approval to allow for an addition to the existing church to include future parking and garage for the property located at 2803 W. Mequon Road.

Asst. Dir. Zader stated the CSM was recently approved to combine the 2 parcels into 1. Staff supports the rezoning but as a protection for the neighbor to the east, it can only be used as a church facility with a PUD over the site and no other IPS uses are allowed. The applicant did submit a plan of how they plan to use the site including an extension of the parking lot and a plan to replace the storage building where the new addition is going.

Public Feedback

Beverly Welke - 2737 W. Mequon - wants to know if the parking lot could be to the edge of her property line and what type of lighting and location of lighting will be in the parking lot.

Asst. Dir. Zader stated that the plan is showing a future parking lot, which they can change. There are protections such as full cut off lights with no trespass requirements and the applicant will need Planning Commission approval, so the Commission can add landscaping and buffering requirements can be added at that time.

Action

Ald. Strzelczyk made a motion to approve the item per staff conditions, with the condition that landscaping and lighting concerns of the neighbor are considered at future approvals.

Commission Stoker seconded the motion.

A voice vote was taken; vote passed (7-0)

RESULT: **APPROVED WITH CONDITIONS [7 TO 0]**
MOVER: Robert Strzelczyk, Alderman
SECONDER: John Stoker, Commissioner
AYES: Nerbun, Strzelczyk, Barnes, Choren, Schaefer, Stoker, Urbani
ABSENT: Hawley

5) Announcements

- a) 2025 Meeting Calendar

Please review the 10 meeting dates for 2025.

The next meeting is Monday, January 27, 2025 at 6:00p.m.

6) Adjourn

Action

Commissioner Schaefer made a motion to adjourn

Commission Urbani seconded the motion.

A voice vote was taken; vote passed (7-0)

The meeting concluded at 7:28 p.m.

Respectfully Submitted,

Jac Zader



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

www.ci.mequon.wi.us

Police and Fire Departments

PUBLIC SAFETY COMMITTEE

Tuesday, November 12, 2024

5:00 PM

Lower Conference Room

Minutes

1) Call to Order and Roll Call

Present:

Chair Gregg Bach

Alderman Dale Mayr

Alderman Kelly Tolocko

Also Present: Police Chief Pryor, City Attorney Brian Sajdak, Administrative Coordinator Bowen, City Intern Justin Randall

2) Approve Meeting Minutes

- a. Public Safety Committee - Regular Meeting - Oct 8, 2024 5:30 PM

RESULT: Accepted [Unanimous]

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 4158** A Resolution Renewing a Memorandum of Understanding Between the City of Mequon, the Village of Thiensville and the Mequon-Thiensville School District for the School Resource Officer Program During Calendar Years 2024-2028

Chief Pryor discussed the school resource officer program and the memorandum of understanding between the City of Mequon, the Village of Thiensville, and the Mequon-Thiensville School District.

RESULT: Approved by Voice Acclamation [Unanimous]

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

4) Adjourn

- a. Motion to Adjourn

Attachment: Pub Safe 11-12-24 Minutes (10022 : Public Safety Minutes)

A motion to adjourn was made at 5:08 PM.

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

MOVED BY: Alderman Mayr

SECONDED BY: Alderman Tolocko

AYES: Bach, Mayr, Tolocko

Respectfully Submitted,

Melina Bowen

Administrative Coordinator

Attachment: Pub Safe 11-12-24 Minutes (10022 : Public Safety Minutes)



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

www.ci.mequon.wi.us

Office of the City Administrator

PUBLIC WELFARE COMMITTEE
Tuesday, December 10, 2024
5:00 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, and GFOA Management Fellow Randall.

2) Approval of Meeting Minutes

a. November Minutes

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

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Bach

AYES: Mayr, Bach, Parrish

3) Discussion Items

a. Community Survey Discussion

The Committee reviewed every question on the draft survey and made tweaks where needed. They added a question about development on the Port Washington Commercial Corridor. The Committee discussed the Parks and Bikeway Plans that were going to be presented later that evening at the Committee of the Whole Meeting and how those might be incorporated into questions.

4) Work Calendar

The Committee asked for ETC Consultant Robert Heacock to attend the January Meeting. The Committee also asked if ETC could provide some sample Bike and Park questions. Lastly, the Committee requested updated maps to be included in the next draft if possible.

Attachment: PW Mins 121024 (9985 : Pub Welf December Minutes)

5) Adjourn

Alderman Bach moved to adjourn at 6:07 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

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, December 10, 2024

6:00 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Meeting was called to order at 6:01 PM.

Present:

Chair Jeffrey Hansher
 Alderman Kelly Tolocko
 Alderman Peter Bratt

Also present: Highway Superintendent Haczynski, Fleet Superintendent Zeller, Buildings Superintendent Bodoh, Public Works Deputy Director Weyker, City Engineer/Director of Public Works Lundeen, City Attorney Sajdak (departed 6:05 PM), Director of Community Development Tollefson (departed 6:05 PM) and Administration Assistant Schlereth.

2) Approval of Minutes

a. Public Works Committee meeting minutes of November 12, 2024

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

MOVED BY: Alderman Bratt

SECONDED BY: Alderman Hansher

AYES: Hansher, Bratt

NOT PRESENT: Tolocko

3) Resolutions

Action requested: review and recommend approval

a. **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

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

MOVED BY: Alderman Bratt

Attachment: 12-10-24 (9993 : Pub Works December 10, 2024 Minutes)

SECONDED BY: Alderman Hansher

AYES: Hansher, Bratt
NOT PRESENT: Tolocko

- b. **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

Contractors serving residents would be charged based on their number of uses. Currently, there is no plan for nonresident use.

Construction of the project is to begin after July 4, 2025, and be completed by late 2025. The brush site will remain operational with its current hours of operation and a brush site attendant during the 2025 season with phased construction, completing half of the site at a time. The new automated gate, complete with new hours of operation, is anticipated to go into effect with the 2026 Brush Site Season.

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

AYES: Hansher, Bratt
NOT PRESENT: Tolocko

- c. **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 Voice Acclamation [Unanimous]
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Hansher

AYES: Hansher, Bratt
NOT PRESENT: Tolocko

- d. **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 Voice Acclamation [Unanimous]
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Hansher

Attachment: 12-10-24 (9993 : Pub Works December 10, 2024 Minutes)

AYES: Hansher, Bratt
NOT PRESENT: Tolocko

- e. **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

Staff clarified that City Hall has a boiler and 4 HVAC rooftop units that were part of the addition in 1996.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

4) Discussion Items

Discussion and Possible Action

- a. Public Works Work Plan (12.10.24)

5) Adjourn

- a. Motion to Adjourn at 6:25 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: 12-10-24 (9993 : Pub Works December 10, 2024 Minutes)

	A	B	C	D	E	F	G	I	J	K
1					CODE ENFORCEMENT SUMMARY JANUARY 29, 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	140941900100	6110-6112 W COUNTY LINE ROAD	JEFFERY KRETZ	PARKING	12/1/2021	12/15/2021		#5 CITATION 1,2	NO
7	1	1409300600500	12323 W MEQUON ROAD	JONATHON 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 SHEPSHELEVICH	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 SHOLES 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	10960 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	150300800400	10841 N ORIOLE LANE	NICHOLAS OR LAURA MEYER	OUTSIDE STORAGE	3/14/2022	3/31/2022		1	NO
67	6	150300800400	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	4/5/2022	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	141220004000	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	150560205000	1425 W ZEDLER LANE	BRADFORD FIGG	GARBAGE	5/10/2022	5/19/2022		#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 GENSIRICK	TEMPORARY STRUCTURE	6/21/2022	6/28/2022		1	NO
110	6	150710405000	11433 N COUNTRY LANE	WILLIAM GENSIRICK	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 BONNIEWELL 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	6836 W MEQUON ROAD	RESERVE FRONT LOT	LANDSCAPING	7/22/2022	8/15/2022		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	1606 W MEQUON ROAD	EAST TOWNE SQUARE MALL	FLAGS	8/19/2022	8/25/2022		1	NO
133	6	RENTAL	1606 W MEQUON ROAD	FAYE'S MEQUON	FLAGS	8/19/2022	8/25/2022		1	NO
134	6	RENTAL	1506 W MEQUON ROAD	THE LEMON TREE	FLAGS	8/19/2022	8/25/2022		1	NO
135	6	RENTAL	1516 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	1660 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	9/6/2022	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	12856 N SHORELAND PARKWAY	NANGY-TOLGOKO	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	9/28/2022	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 GENSIRCK	OUTSIDE STORAGE	10/6/2022	10/27/2022		1	NO
171	6	150710405000	11433 N COUNTRY LANE	WILLIAM OR CAROL GENSIRCK	OUTSIDE MAINTENANCE	10/6/2022	11/10/2022		1	NO
172	6	150310101100	10955 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	1511 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	140341100400	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	140850219000	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	150191500300	1836 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	11730 N RIDGEWAY AVENUE	DAVID WOZNAK	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	1/28/2023	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			1	NO
228	6	150300100700	1425 W MEQUON ROAD	BMO HARRIS BANK	COMMUNITY SPIRIT LETTER	2/9/2023	OPEN		1	NO
229	6	151290017000	1517 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	140271800600	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	140892302000	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	12802 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			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	BRIXMOR 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	12323 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	140250800800	11152 N RIVER ROAD	STROLI 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	12531 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	140820648000	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	11209 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	1330 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	151060024000	429 W THORNAPPLE LANE	FRANK TRUST	OUTSIDE STORAGE	8/9/2023	8/19/2023		1	NO
295	7	140250601000	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 PORT WASHINGTON 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	150300200500	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			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	150191600300	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	5910 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	140200700300	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	10352 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 LINSOTT	POD	12/26/2023	1/10/2024		#5 CITATION 1	YES
335	6	150190500600	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 HYCHE	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	TOULUPO 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	140231600300	11307 N RIVER ROAD	JOHN OR KATHLEEN LEFEBER NELSON	OUTSIDE STORAGE	4/18/2024	4/25/2024		EXTENSION	YES
353	2	140231600300	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	BRIXMOR 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	LAKESIDE 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

Attachment: 20250129_code and zoning1 (10027 : Codes and Zoning)

	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 MARSELLILLES 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	140600020000	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	6303 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 MAINTANCE 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	BRIMMOR 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 WOHL	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	1402713001400	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	3369 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	9/11/2024	9/18/2024		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		9955 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			11929 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	KWK 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: February 11, 2025
SUBJECT: RESOLUTION 4174 A Resolution Authorizing Two Amendments to the Development Agreement for Highland Meadows, a 37-Lot Single-Family Subdivision, Located at 1310 West Highland Road

Background

The developer, Highland Road, LLC, is requesting two development agreement (DA) amendments to the existing DA. The first is related to the sanitary sewer flow restrictor system's components, and the second is related to sidewalk installation. The existing DA is attached for reference.

Staff has also added language to one of the amendments related to a concept plan change that was approved by Planning Commission. In exchange for allowing the lot coverage requirement to be increased to 23% on lots less than 18,000 square feet, the applicant has agreed to prohibit accessory structures in the development. While not required to be in the development agreement, staff included the language in order to make future lot buyers aware of the restriction, since the document is recorded with the Register of Deeds.

Analysis

Sanitary Sewer Flow Restrictor System:

The existing DA requires sanitary sewer facilities to be constructed prior to final plat approval. The developer has experienced material delays for delivery and installation of the electronic components needed to fully operate the restrictor system. The developer and City have developed a draft amendment that would allow the developer to obtain final plat prior to installation. The amendment requires the developer to deposit a guarantee and operate the system until completion, along with other requirements as shown in the attached DA amendment.

Public Sidewalk:

The existing DA requires the sidewalk to be fully constructed prior to final plat approval. Currently, the developer has not installed sidewalk in the development and is unable to do so due to current weather conditions. The amendment requires the developer to deposit a guarantee and install the sidewalk prior to June 30, 2025, along with other requirements as shown in the attached DA amendment. The developer is only able to obtain building permits on 21 of the 37 lots until the sidewalk is completed. Building permit issuance will be prohibited on lots (specified lots are listed in the DA) with drive access through a sidewalk area until the sidewalk is constructed and approved by the City.

Staff recommends approval of the language included in the DA amendments. If the DA

amendments are not approved as written, the Engineering Division does not recommend approval of the development's final plat, as conditions of the original development agreement will not have been met. If changes are requested to the draft amendments, staff recommends tabling both the final plat approval and the two proposed DA amendment items, to allow for additional staff and legal review.

Fiscal Impact

There is no direct fiscal impact to the City by approving this amendment. There is some financial risk in allowing the developer to receive final plat approval prior to the developer's fulfillment of the DA requirements, which is why staff recommends the corresponding financial guarantees. Should the developer not fulfill the requirements of the amended DA within the specified timeline, the City can use the funds from the letter of credit to complete the infrastructure.

Recommendation

On January 27, 2025, the Planning Commission recommended approval by a vote of 7-0.

Attachments:

2023-11-08_Recorded DA (PDF)

2025-01-31 AMENDMENT TO DA - SANITARY (PDF)

2025-01-31 AMENDMENT TO DA - SIDEWALK (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4174

A Resolution Authorizing Two Amendments to the Development Agreement for Highland Meadows, a 37-Lot Single-Family Subdivision, Located at 1310 West Highland Road

A. The Planning Commission recommended approval of Amendments to the Development Agreement for the Highland Meadows subdivision located at 1310 West Highland Road on January 27, 2025.

B. 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 two attached Amendments to the Development Agreement for the Highland Meadows subdivision are hereby approved, and that the appropriate City officials are hereby authorized to sign this agreement.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

Caroline Fochs, City Clerk



DocId:8604585

Tx:4429716

1153250
**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON**
10/16/2023 11:42 AM**REC FEE: 30.00****TRANS FEE:****PAGES: 23****EXEMPT #:**

Document Number

**DEVELOPMENT
AGREEMENT**

Document Name

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of August 31, 2023 by Highland Road, LLC (the "Developer") and the City of Mequon, a municipal corporation (the "City").

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the "Property").

B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the "Code") provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements.

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer's proposed development on the Property (the "Development"), the Private Improvements, as defined below, and other terms and conditions of the Development.

D. The schedule for the City's Public Works Department, and the City's budget, do not provide for installation of the Public Improvements, and absent this Agreement, there would be a considerable delay in the installation of the Public Improvements.

E. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Improvements. As defined in this Agreement, the following terms and phrases have the following meanings:

"Improvements" means the Private Improvements and the Public Improvements.

"Private Improvements" means all improvements in the Development required by this Agreement other than the Public Improvements.

Recording Data

Name and Return Address

City Engineer
11333 N Cedarburg Road
Mequon, WI 53092

\$30

Parcel Identification Number

15-007-16-002.00

Attachment: 2023-11-08 Recorded DA (RESOLUTION 4174 : Highland Meadows DA Amendment)

"Public Improvements" means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statutes as Public Improvements.

2. Proposed Development Plan. The Development as proposed is depicted on the Developer's proposed development plan.

The proposed development plan was granted Preliminary Plat approval by the Planning Commission on January 23, 2023. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission.

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the "Plans") prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below. The Developer shall not commence the Improvements until the Plans are reviewed and approved.

4. Corrections to Plans. The City Engineer may, at any time prior to Final Plat approval, require changes to approved Plans for any of the Improvements to the extent such changes are necessary to correct oversights, omissions or errors, to compensate for changing site conditions or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work necessitated by any such change entirely at its expense without any claim for reimbursement.

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City's Standard Specifications for Land Development and all applicable provisions of the Code and state and federal laws (each a "Regulation") in place at the time of preliminary approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

6. Changes in Regulations. Should any Regulation change within two years of the preliminary approval, the Developer may choose which version of the Regulation to follow if material work on the applicable Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

7. Grading, Drainage and Erosion Control Plans. The Developer shall submit grading, drainage and erosion control plans that:

(a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.

- (b) Show 2' contours for both existing and proposed grades for building pads and any culverts and storm sewers.
- (c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.
- (d) Show minimum setback and offset dimensions and building grades approved by the City.
- (e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.
- (f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.
- (g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes shown on the approved specimen tree plan and approved finished yard grades.

8. Stormwater Drainage Plans. The Developer shall submit stormwater drainage plans that:

- (a) Provide for a complete storm drainage system, including one or more detention basins and retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection and minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address all ditch slopes exceeding five percent (5%). Any such slope that is greater than 5 percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.
- (f) Show all roadside ditches and drainage easements with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.
- (g) Provide on-site stormwater detention that complies, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.
- (h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

(i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

(j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.

(k) Include, if the storm sewer design includes underground piping, a set of utility plans showing all plan and profile views of sanitary water and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

(a) The Developer shall submit a street tree plan which shall conform to the City's street tree ordinance. The street tree plan shall be subject to review and approval of the Tree Board and Planning Commission.

(b) The Developer shall submit landscape plans for all entryways, open spaces, public street cul-de-sacs and detention basin and retention pond buffers. Such plans shall be designed by a licensed landscape architect and shall be subject to review and approval of the Planning Commission. The City may have a licensed landscape architect review the submitted landscaping and open space plans.

(c) Pedestrian and bike paths may be required by the City. If so, pedestrian and bike path plans shall address the public use of the paths and maintenance. Details of such paths shall be subject to review and approval of the City Engineer. The location and use of such paths shall be subject to review and approval of the Planning Commission. Any public access path shall be subject to a ten foot (10') wide pedestrian and bike path easement. An eight-foot (8') wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

(d) The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission.

(e) An asphalt multi-use path of 8 feet in width is required on the west side of North Port Washington Road and along Highland Road. The path shall include the approved Ulaio Creek light fixture, including any future modifications to reduce glare, at approximately 120-foot intervals. The path shall be illuminated from dusk to 9:00 PM in the months from September to June and to 10:00 PM in the months of June through September.

10. Street Plans.

(a) The Developer shall submit plans for all public and private roads, driveways and roadside sidewalks (if any). Such plans shall be subject to review and approval by the City Engineer and Fire Chief.

(b) Unless otherwise approved by the City, all public and private streets shall satisfy the following requirements:

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be

constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be applied following the construction of the binder course.

(ii) To the extent the Development will be constructed in phases, the plans shall show all cross connections being constructed in each phase. A temporary turnaround shall be shown on the plans for any street connecting into a future phase and for any street leading to any adjoining property.

(c) The plans shall show street name signs and regulatory/public safety signs (speed limit signs, stop signs and so forth) as required by the City Engineer. Street names shall be approved by the Planning Commission.

11. Sanitary Sewer System Plans.

The Development will have a public sanitary sewer system. The plans for the system shall:

(a) In addition to the City's Standard Specifications for Land Development, conform to the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.

(b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan.

(c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.

(d) Show all sanitary sewer lateral locations.

(e) Be designed so the public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

(f) Developer acknowledges, based upon the City's hydraulic analysis, the capacity of the existing public sanitary sewer infrastructure is restricted during wet weather events. The City has ongoing work to reduce wet weather impacts to the public sanitary sewer collection system. If the Developer requests connection to discharge sanitary sewer flow into the public sanitary sewer system prior to the completion of the City's work, the flow shall be restricted when the City's lift station critical minimum wet well fill times is met, above which the flow restrictor will activate. This City-owned lift station is also known as Riverdale Park Lift Station "F". Accordingly:

(i) A flow restrictor shall be installed to control the gravity sanitary sewer serving this Development.

1. Capacity. Developer to design an adequately sized sanitary sewer system storage facility that will contain flow from its 37-lot subdivision, until the Riverland lift station F high alarm is attenuated.
2. Location. Location of storage may be allowed in median area at entrance to subdivision/connecting road at Highland Road. However, if due to regulatory utility offsets where storage facilities may not fit in dedicated right-of-way, an alternate location is to be established, such as an outlot. For location of storage facility outside of right-of-way, a dedicated easement must be established by Developer to allow storage facilities.

3. Plan Development. Developer, City staff and City's consultant to develop and/or review construction plans for preferred location. If elected by Developer, City may issue Request For Proposals for consultant to design storage facility for Developer to include the plans in the Developer's bid set, per Code of Ordinances Section 58-640(b).
4. Construction. The Developer may construct storage facilities or wait until the City's completion of infrastructure improvements for wet weather management in accordance with one of the following processes:
 - A. Build/contribute. The Developer will design and construct the storage facilities to City requirements and transfer title with the Public Improvements with the Final Plat.
 - B. The Developer may request compensation for the storage facilities in accordance with Section 58-640(b) and Section 5 below.
5. Bid / Payment. Sewer utility to reimburse Developer for costs incurred as bid and constructed in the field. The bid and construction shall conform to the current City of Mequon Code of Ordinances Section 58-640(b) or as amended by ordinance, which currently reads, "All sanitary sewer construction projects in which the city is paying any portion of the costs shall be publicly advertised by the city, bids received and the contract awarded by the city. No such contract shall be awarded until the subdivider has deposited with the city an amount of money not to exceed 125 percent of the estimated cost to the subdivider. Preparation of plans and specifications for such sanitary sewer construction may be done by the subdivider's engineer or by the engineering division of the department of public works. In either case, such engineering costs shall be paid for by the developer, except for that portion attributable to the city's share of the construction costs. Upon completion of the construction, final determination of the developer's cost shall be made by the city engineer and any monies remaining in the developer's deposit after charging such costs against the deposit shall be refunded to the subdivider. If such costs exceed the deposit, the subdivider shall, upon demand of the city engineer, immediately pay the difference to the city."
6. Dedication of Flow Restrictor. Prior to Final Plat, the Developer shall execute a Transfer of Title document to deed the flow restrictor to the Sewer Utility to own, operate and maintain.
7. Abandonment of Flow Restrictor. Upon completion of the City work to address wet weather impacts, the City reserves the right to abandon the flow restrictor.

(ii) As a condition of the issuance of a building permit, backflow prevention shall be placed on each building sewer lateral.

(iii) The Developer may wait until the City has completed the following infrastructure system improvements for wet weather management, after which no flow restriction is required. Those improvements include projects identified in the 5-year capital improvement budget, anticipated to potentially be in operation in 2025 following:

1. Design and Construct Lift Station E Replacement in Laguna Drive
2. Design and Construct Sewer Capacity Improvements in Basin ME4001, LS F Area
3. Design and Construct Sewer Capacity Improvements in Basin ME4001, LS G Area

12. Water System Plans.

(a) Supply System. The plans shall satisfy the following requirements:

(i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.

(ii) All water mains to be installed in a City road right-of-way or easement shall be subject to review and approval of the City Engineer.

(iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.

(iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties.

(v) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.

(vi) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2500 gpm, which may require twelve-inch (12") pipe for the dead end main.

(vii) Dead end mains must be terminated with a public hydrant and phasing plans.

(b) Fire Protection.

(i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.

(ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

13. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

CONSTRUCTION REQUIREMENTS

14. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

15. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans.

The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City for such deviations.

16. Direction by City Engineer. The Improvements shall be constructed in strict accordance with the requirements and direction of the City and the City Engineer or the City Engineer's authorized representative and shall be under and subject to constant inspection by the City Engineer or the City Engineer's representative.

17. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents. The Developer shall repair or replace, at the Developer's cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City and Final Plat approval.

18. Lien Waivers. As a condition of final certification by the City Engineer, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City paid receipts and lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

19. No Lot Assessments for Improvements. The costs and value of the Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any future lot assessment for the Improvements.

20. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with future building grades, top-soiling, seeding and mulching as required, to all exposed ground surfaces to prevent erosion; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.

21. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR. The wetlands and setbacks shall be identified on the plat. Wetland boundary markers shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

22. Additional Erosion and Runoff Control Requirements.

(a) With respect to erosion and sedimentation control, the Developer shall install and construct the Improvements in compliance with the requirements of the Ozaukee County Land Conservation Guidelines (SCS) and the DNR's "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements. Temporary stormwater quality measures during construction activities shall include, at a minimum, the installation of silt fence and temporary sediment basins.

(b) The Developer shall install the drainage system, including roads (unpaved, but with gravel surface), first. The swale and ditches shall be sodded or planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if ground is exposed for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City will decide whether sod is appropriate and whether the sediment trap method is to be used.

(c) The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be approved which requires the Developer to construct in conformance with the City's erosion control ordinance.

(d) The Developer shall protect all exposed soils with mulches, temporary annual grasses or erosion matting.

(e) The Developer shall not pile or permit excavated soil to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

(f) The Developer will periodically inspect the above-described systems and control measures, including after each rain event, and shall promptly maintain, repair and replace them to their originally approved condition.

23. Topsoil. Excess topsoil shall only be removed from the Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.

24. Additional Stormwater Drainage Requirements. Stormwater facilities shall be installed before impervious surfaces.

25. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for establishing the level of damage that occurs as a result of the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the cost, as determined by the City, for the estimated repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below.

(c) At the time of any extension of any street in the Development for which a temporary turnaround was constructed, the Developer shall remove the temporary turnaround and restore the area.

(d) The roadside sidewalk shall be installed at the time of street construction. Until Final Plat approval, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.

(e) The Developer shall provide and install street name signs and regulatory/public safety signs required by the Plans in the form required by the City.

26. Additional Utility Requirements.

(a) The Final Plat shall include easements for sanitary, drainage, gas, electric, sewer, water, phone, cable television, internet and other utilities for provision of services to and from the Development.

(b) All sanitary, water and drainage easements must be prepared separately for each lot or parcel and recorded at the Developer's expense. These documents shall be subject to review and approval of the City and shall be required at the time of Final Plat approval.

(c) The Developer shall provide proof of payment in full for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer.

(e) The Developer and the City shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

27. Lot Pipe Certification. The Developer shall, prior to Final Plat approval, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

MODEL HOMES

28. Model Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for 3 principal structures to be used as sales models prior to approval and recording of the Final Plat.

(b) If the Developer is unable, despite reasonable efforts, as determined by the City in its sole discretion, to satisfy the paving requirements of Section 3.6 of the Standard Specifications for Land Development, the City will, upon application of the Developer and satisfaction of all other requirements for a building permit, issue a building permit for one model home prior to the installation of the binder course of asphalt in the adjacent dedicated public road or private access easement. The City shall not issue the building permit for such model home until stone base is installed and such stone base has successfully passed a proof roll. The stone base shall allow, as determined by the City in its sole discretion, access for inspections and emergency personnel. The City may cancel inspections if adequate access is not provided to inspections staff.

(c) The Developer shall not transfer title to any lot containing a model home until the Final Plat is approved and recorded as described below.

ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS; ONGOING AGREEMENTS

29. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement. The Developer shall provide the City a description of

the organization of the proposed Association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements, including commonly owned outlots. Such documents shall be subject to review and approval of the City for consistency with the requirements of this Agreement. The Association shall be operating (with financial subsidization by the Developer, if necessary) before the sale of any part of the Development. All owners of any property in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable as against such members. The Association shall have the power and authority to assess property owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the Association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association's responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

30. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following, if any, that are required and approved as part of the Development: (a) roadside sidewalks (including snow and ice removal); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; and (e) all landscaping and related elements (except those on private lots), including street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property. The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

31. Temporary Turnarounds. If any street constructed as part of the Development has a temporary turnaround for any future extension of the street beyond the Development, the Association shall remove such turnaround and restore the area in a manner acceptable to the City at the time the street is extended beyond the Development.

32. Stormwater Best Management Practices Maintenance Agreement. The Developer and the City shall enter into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

(b) The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be adhered to by Developer and Developer's assigns and successors in interest:

(i) Provide normal and customary cleaning and maintenance to the detention basins and ponds (whether one or more) located in the Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.

(ii) Dredging of the storm water facilities shall require permits and approvals under Wisconsin Statutes Section 30.20 to remove materials from the bed of a pond ultimately connected to Lake Michigan from the DNR.

(iii) All weed, algae and other biological control utilizing chemical treatments shall be made consistent with the regulatory requirements that apply to the use of EPA/State Registered Chemicals in detention basins and ponds or lakes and regulations of the DNR. With few exceptions, a permit must be filed with, and approved by, the DNR prior to chemical treatment. In certain circumstances, a representative of the DNR will monitor or supervise the chemical treatment. Developer should contact the DNR for additional information.

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring ownership to the Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

(v) Initial certification of the detention basins and pond (whether one or more) shall be submitted with an as-built record drawing.

(vi) All detention basins and ponds shall be inspected in compliance with the inspection report form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas shall include, but not be limited to:

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions
- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the "Stormwater Guarantee") to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities upon submission of a certification in accordance with Section 58-678(h) of the Code.

(viii) Not less than 90 days prior to the final expiration of the Developer's Stormwater Guarantee obligations, or at such time as the Developer shall convey the outlots or common areas in or on which are located the stormwater drainage and storage facilities, including detention basins and ponds, to the Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basins and ponds recertified as described above.

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below.

(x) The City Engineer has the authority to stop work, amend or alter remediation measures to the detention basins and ponds. Failure to comply will result in the issuance of a municipal citation with a forfeiture as prescribed by law, an action for injunction or mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.

(xi) The Association shall be responsible for recertifying the detention basins and ponds as and when required under the Code, to correct all deficiencies in such facilities and to comply with all other provisions of the Code related to such facilities.

(xii) The agreement and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, personal representatives, successors and assigns, including without limitation the Association. The agreement shall specifically include this language and shall not be incorporated by reference. The agreement shall be recorded with the Ozaukee County Register of Deeds.

33. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the "Covenants"). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed

on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

- (b) Notify future lot owners of the obligations set forth below.

OBLIGATIONS OF BUILDER/LOT OWNER

34. Compliance with Grading Plan. Any person who constructs a building in the Development shall be responsible for siting the principal building and rough and fine grading the building pad to comply with the master grading plan.

35. Sump Pump Discharge and Roof Drainage Plan. Any person who constructs a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with Storm Water Management Plan approved by the City Engineer.

36. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the purchaser of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

37. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City. As a condition of the issuance of a building permit, backflow prevention shall be placed on each building sewer lateral.

WARRANTIES AND INDEMNIFICATIONS

38. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City's acceptance of the dedication, and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the warranty period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty. The Developer guarantees each repair or replacement performed pursuant to this paragraph for one year from completion. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

39. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that

contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

40. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys', consultants' and experts' fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

41. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of construction activities associated with the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

42. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff's time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, and (d) reviewing and approving record drawings for City files. The Developer will also pay any other costs that may be incurred by the City in connection with the installation of the Improvements. Costs will include the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

43. Special Assessments. No special assessments are contemplated in connection with the Development.

44. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance to the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

45. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate

the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City on or before June 30 of the year following Final Plat approval, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

46. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping and hardscape amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts and paid receipts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

47. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based its review of the Developer's contracts and paid receipts or as otherwise required by Wisconsin Statutes Section 236.13. The letter of credit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City.

48. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work. If the work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and

apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

49. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot or unit in the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the Development. Wear and tear shall be determined as described above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, failures, base repairs, defects and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

50. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined above, prior to the commencement of any construction activities. The form and content of the Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

51. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$7,400 (37 lots or units @ \$200 per lot or unit) prior to Final Plat approval.

52. Developer's Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer's election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

53. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

54. Final Plat Approval

(a) The Common Council shall grant Final Plat approval upon certification by the City Engineer that (i) all of the Improvements have been satisfactorily inspected by the City Engineer and the Department of Community Development which have found that the Improvements have been satisfactorily constructed, installed and completed in accordance with this Agreement; (ii) the Developer has satisfied its financial obligations, including providing required letters of credit and other guarantees; and (iii) the Developer

has satisfied all other requirements of this Agreement and the Development and Final Plat meet the requirements of this Agreement, the Code and applicable state laws.

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain of the Improvements not being completed provided escrows have been established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

55. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required above shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

56. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

57. Events of Default. The occurrence of any of the following shall constitute an "Event of Default":

(a) Payments. The Developer fails to pay any amounts payable under this Agreement to the City when due.

(b) Non-Monetary. The Developer fails to observe or perform as and when required or breaches any of the covenants or agreements contained in this Agreement and, except as described below, such failure continues for 15 days after notice from the City of the failure (except as described for letters of credit). The City shall not be required to provide notice, or may shorten or eliminate the 15-day cure period, if the City determines in its discretion that the failure constitutes an imminent danger to health or safety or would constitute such an imminent danger in less than 15 days. The City may, in its sole discretion, provide in the notice for a cure period of longer than 15 days if the City determines that such longer cure period is warranted.

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

(d) Creditors' Actions. Any involuntary proceeding is filed against the Developer that seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 30 days of the date filed.

58. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

- (a) Immediately suspend performance under this Agreement.
- (b) Issue a stop work order.
- (c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.
- (d) Withdraw or withhold occupancy permits for any structures in the Development.
- (e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.
- (f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer's work, all at the Developer's cost.
- (g) Draw any letter of creditor and exercise the City's remedies under any other financial guarantee.
- (h) Exercise all other rights and remedies available to it at law or in equity,

59. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

60. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

61. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

62. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

63. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

64. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

65. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

66. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

67. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

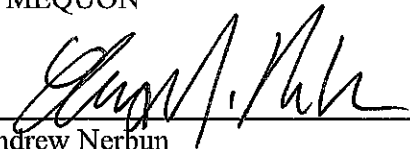
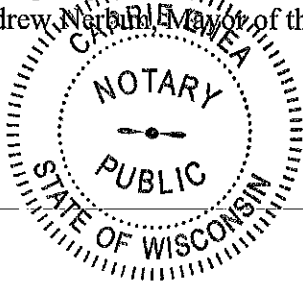
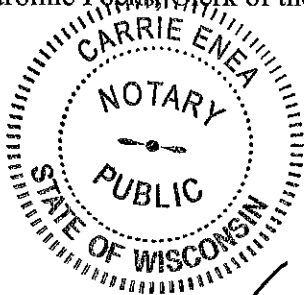
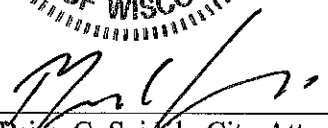
68. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2023-11-08 Recorded DA (RESOLUTION 4174 : Highland Meadows DA Amendment)

[CITY SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

CITY OF MEQUON

By: Andrew Nerbun
MayorBy: Caroline Fochs
ClerkSTATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)The foregoing instrument was acknowledged before me on October 2,
2023, by Andrew Nerbun, Mayor of the City of Mequon.Carrie Enea
Name: Carrie Enea
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 8/10/25STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)The foregoing instrument was acknowledged before me on October 2,
2023, by Caroline Fochs, Clerk of the City of Mequon.Carrie Enea
Name: Carrie Enea
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 8/10/25Approved by: 

Brian C. Sajdak, City Attorney

Attachment: 2023-11-08 Recorded DA (RESOLUTION 4174 : Highland Meadows DA Amendment)

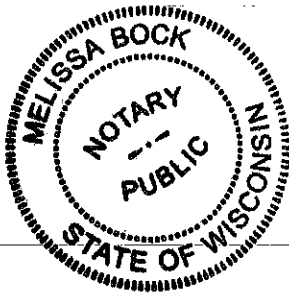
[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

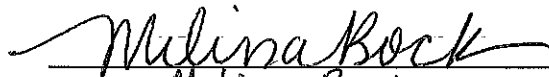


By: Highland Road, LLC
 Name: ~~Steve DeCleene~~ Bryan Lindgren
 Title: ~~President~~ Neumann Developments Inc., Sole
Member Executive Vice President

STATE OF WISCONSIN)
) SS
 COUNTY)

The foregoing instrument was acknowledged before me on 31st of August,
 2023, by Bryan Lindgren, as Executive Vice President of Neumann Developments Inc.




 Name: Melissa Bock
 Notary Public, Ozaukee County, Wisconsin
 My Commission (expires) (is) Waukesha 2/25/27

Attachment: 2023-11-08 Recorded DA (RESOLUTION 4174 : Highland Meadows DA Amendment)

EXHIBIT A
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MEQUON AND
____Highland Road, LLC____

Highland Meadows

LEGAL DESCRIPTION:

Lot 2 of Certified Survey Map No. 4126, recorded in the office of the Register of Deeds for Ozaukee County on December 17, 2020, as Document No. 1108327, being located in a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

Said Parcel contains 1,425,302 Square Feet (or 32.7204 Acres) of land, more or less.

**AMENDMENT TO DEVELOPMENT AGREEMENT TO ADDRESS
UNAVAILABILITY OF SANITARY FLOW RESTRICTOR COMPONENTS**

This Amendment to Development Agreement to Address the Unavailability of Sanitary Flow Restrictor Components (the “Flow Restrictor Amendment”) is entered into by and between Highland Road, LLC (the “Developer”), and the City of Mequon, a Wisconsin municipal corporation (the “City”), as of _____, 2025.

RECITALS

A. The parties to this Flow Restrictor Amendment entered into a Development Agreement on August 31, 2023 (the “Development Agreement”).

B. The parties are desirous of amending the Development Agreement, in order to amend and restate certain terms and obligations.

IN CONSIDERATION OF the foregoing recitals, the following agreements, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. All defined terms in the Development Agreement shall have the same meaning in this Flow Restrictor Amendment unless otherwise specified herein.

2. Section 11(f)(i)6. of the Development Agreement is stricken and replaced with the following:

11(f)(i)6. Dedication of Flow Restrictor.

A. If the electronic control components of the flow restrictor are not fully operational at the time of Final Plat approval, the City will agree to provide Final Plat approval provided that the Developer retains title to the sanitary flow control system (flow restrictor equipment and holding tank) and also makes a deposit in the form of a letter of credit or cash deposit to guarantee the good faith execution and installation of the remaining components for the approved restrictor valve control plans by June 15, 2025. The amount of the deposit shall be equal to 1.5 times

the value of the electronic control components and installation costs as certified by the project engineer.

- B. Until the electronic control components are fully operational, the Developer shall manually redirect the sanitary flow from the restrictor valve to the sanitary holding tank to prevent gravity flow to the City's sanitary sewer infrastructure leading to the Sewer Utility-owned lift station known as Riverdale Park Lift Station "F".
- C. Until the electronic control components are fully operational, the Developer shall, at Developer's sole expense without reimbursement by the City/Sewer Utility, pump the temporarily stored effluent in the sanitary holding tank prior to the tank reaching 2/3 capacity and a final pumping prior to transferring title of the system to the City.
- D. Once the electronic control components are fully operational, the restrictor valve shall be opened to allow flow into the public sanitary sewer system.
- E. If the electronic control components are not installed, inspected, operational and accepted by June 15, 2025, the Sewer Utility shall have the right, but not the obligation, to utilize the deposit to purchase and install the components directly.
- F. Once the electronic control components are fully operational, the Developer shall transfer title to the City and the Sewer Utility utilizing such documentation as deemed necessary and appropriate by the City Attorney.

3. Except as amended in the Flow Restrictor Amendment, all other terms and provisions of the Development Agreement shall remain in full force and effect.

CITY OF MEQUON

Andrew Nerbun, Mayor

Caroline Fochs, City Clerk

HIGHLAND MEADOWS, LLC

By: _____
John Stoker of Victory Homes of Wisconsin, Inc.
Its sole Member

**AMENDMENT TO DEVELOPMENT AGREEMENT
TO ADDRESS SIDEWALK COMPLETION AND ACCESSORY STRUCTURE
LIMITATION**

This Amendment to Development Agreement to Address Sidewalk Completion (the “Sidewalk Amendment”) is entered into by and between Highland Road, LLC (the “Developer”), and the City of Mequon, a Wisconsin municipal corporation (the “City”), as of _____, 2025.

RECITALS

A. The parties to this Sidewalk Amendment entered into a Development Agreement on August 31, 2023 (the “Development Agreement”).

B. The parties are desirous of amending the Development Agreement, in order to amend and restate certain terms and obligations.

C. The Planning Commission approved a concept plan amendment which allows the lot coverage requirement to be no greater than 23% for lots under 18,000 square feet where a single story home is constructed.

IN CONSIDERATION OF the foregoing recitals, the following agreements, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. All defined terms in the Development Agreement shall have the same meaning in this Sidewalk Amendment unless otherwise specified herein.

2. Section 25(d) of the Development Agreement is stricken and replaced with the following:

25(d) Roadside sidewalk.

(i). If the roadside sidewalk is not installed, inspected, operational and accepted prior to Final Plat approval, the City will agree to provide Final Plat approval provided that the Developer makes deposit in the form of a letter

of credit or cash deposit to guarantee the good faith execution and installation of the roadside sidewalk and landscaping restoration within the right-of-way by June 30, 2025. The amount of the deposit shall be equal to 1.5 times the value of the sidewalk materials and installation costs as certified by the project engineer.

- (ii). Until the roadside sidewalk is dedicated to the City, the Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary.
- (iii). The City will not issue building permits for any properties with drive access through a sidewalk before all sidewalk is installed, inspected, operational, and accepted by the City. This includes lots 1 through 12 and 28 through 31 in the subdivision.
- (iv). The Developer shall be responsible for seeding and restoring all disturbed area within the right-of-way within 14 days of sidewalk completion.
- (v). If the roadside sidewalk is not installed, inspected, operational and accepted by June 30, 2025, the City shall have the right, but not the obligation, to utilize the deposit to bid and install the roadside sidewalk directly. If the deposit funds are inadequate to defray the City's costs, the balance shall be special charged evenly against all lots within the Development.
- (vi). Once the roadside sidewalk is fully operational, or on June 30, 2025, whichever is soonest, the Developer shall transfer title to the City utilizing such documentation as deemed necessary and appropriate by the City Attorney.

3. Accessory Structures are prohibited in the development.

4. Except as amended in the Flow Restrictor Amendment, all other terms and provisions of the Development Agreement shall remain in full force and effect.

CITY OF MEQUON

Andrew Nerbun, Mayor

Caroline Fochs, City Clerk

HIGHLAND MEADOWS, LLC

By: _____
John Stoker of Victory Homes of Wisconsin, Inc.
Its sole Member



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: February 11, 2025
SUBJECT: RESOLUTION 4175 A Resolution Approving the Final Plat for Highland Meadows, a 37-Lot Single-Family Subdivision, Located at 1310 West Highland Road

Background

The applicant, Highland Road, LLC, is requesting several actions for the Highland Meadows subdivision located at 1310 W. Highland Road, a subdivision consisting of 37 single-family lots ranging from 15,005 to 27,690 square feet. The final plat is consistent with the approved preliminary plat granted on January 23, 2023, and later amended in May 2024. This development generally includes approximately 2,300 feet of roadway extension, and sidewalk, sewer, water, and storm sewer extensions.

Analysis

The developer requests final plat approval for this subdivision, which includes 37 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, except those outlined in the proposed amendment.

The final plat is able to be approved with development agreement amendment approval, which also appears on the February 11 agenda. If the development agreement amendment drafts are not approved as written, the Engineering Division does not recommend approval of the final plat, as conditions of the original development agreement have not been met. If changes are requested to the draft amendments, staff recommends tabling both the final plat approval and the development agreement amendments, to allow for additional staff and legal review.

Fiscal Note

The developer estimates that home/lot packages will range from \$700,000 - \$1,000,000 with the City's portion of annual tax revenue estimated to be between \$82,600 - \$118,000 at full buildout.

Department of Public Works Note Regarding 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: 2,300 feet; \$545,000 (pavement, curb, and shoulder cost)
- Sidewalks: 2,125 feet; \$62,000
- Off-road path: 1,800 feet; \$63,000
- Stormwater pipes and structures (includes public and private): 2,750 feet of storm sewer and sump collector; \$447,000
- Signs: 12 signs; \$4,250
- Sanitary sewer main and laterals: 2,170 feet; \$517,000
- Water distribution main and laterals: 3,120 feet; \$545,000

Recommendation

On January 27, 2025, the Planning Commission approved a recommendation in favor of approving the proposed resolution by a vote of 7-0.

Attachments:

HIGHLAND MEADOWS FINAL PLAT (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4175

A Resolution Approving the Final Plat for Highland Meadows, a 37-Lot Single-Family
Subdivision, Located at 1310 West Highland Road

RECITALS

A. The Common Council granted approval for Highland Meadows, a 37-lot development, and the preliminary plat for the subdivision on January 23, 2023.

B. The developer has sought approval of the final plat for the development, which consists of 37 single-family homes.

C. The Planning Commission granted Final Plat approval for the property on January 27, 2025.

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 Highland Meadows 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 January 27, 2025, which are incorporated herein by reference, the Final Plat shall be recorded with the Ozaukee County Register of Deeds.

Approved by: Andrew Nerbun, Mayor

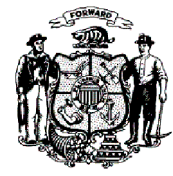
Date Approved: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

Caroline Fochs, City Clerk

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

OWNER:

HIGHLAND ROAD, LLC
N118 W18531 BUNSEN DRIVE
GERMANTOWN, WI 53022

DESIGN CRITERIA:

ZONING: UCRG
MINIMUM FRONT YARD SETBACK = 30 FT.
MINIMUM SIDE YARD SETBACK = 10 FT.
MINIMUM REAR YARD SETBACK = 20 FT.
LOT COVERAGE = 20% BUILDING/STRUCTURE

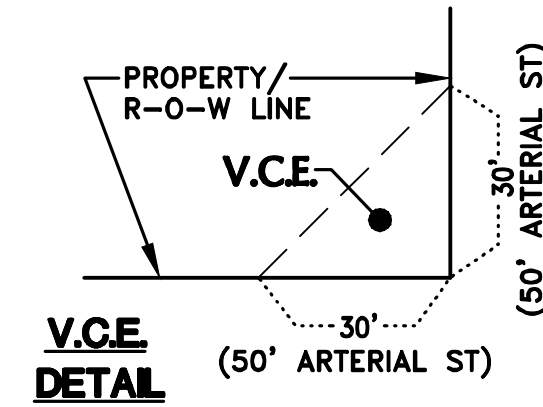
HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

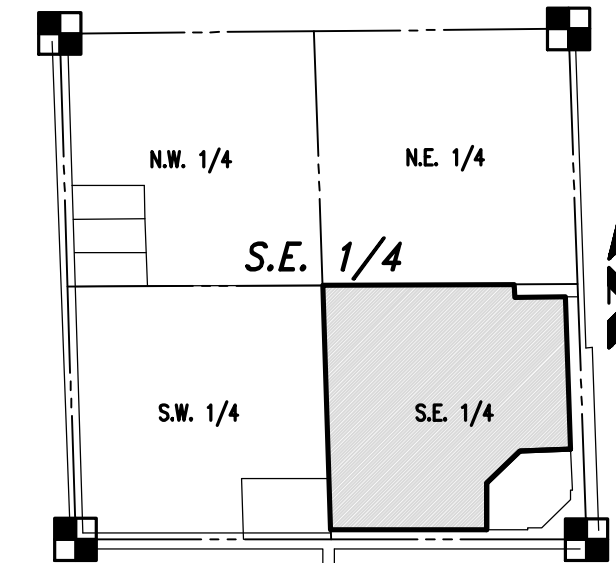
OVERALL DETAIL SHEET

VISION CORNER EASEMENT: (V.C.E.)

Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 36 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



LOCALITY MAP:
S.E. 1/4, SEC. 7,
T. 9 N., R. 22 E.
SCALE: 1"=1000'

SCALE: 1"=100'
0 50 100 200

GENERAL NOTES:

- Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.
- Indicates Found 0.75" Reinforcing Bar unless otherwise noted.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to the Grid North of the Wisconsin State Plane Coordinate System (NAD 1983/2011 datum) - South Zone, in which the East line of the S.E. 1/4 of Section 7, Town 10 North, Range 22 East, is taken to bear North 02°00'19" West.
- The Easements for Storm Sewer, Drainage, Stormwater, Watermain, Sanitary Sewer and Public Access and Maintenance are herein granted to the City of Mequon.
- The Owners of the residential Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1, 2, 3, 4, 5 and 6 of this Subdivision. Ozaukee County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 1 and 2 of this Subdivision. The Owners of all Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
- The Sanitary Sewer System, Water Distribution System, and Storm Sewer System located within the Right-of-Way areas are hereby dedicated for public use as an action of recording this Final Plat.
- All Lots that are less than 18,000 Square Feet shall have a 23% Maximum Lot Coverage Ratio.

BASEMENT RESTRICTION - GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

WETLAND AREA RESTRICTIONS:

Those areas identified as Wetland on this Plat shall be subject to the following restrictions:

- Grading, filling and removal of topsoil or other earthen materials are prohibited except in connection with the construction of a proposed Trail System, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division shall also be permitted.
- Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings is prohibited.

VISION CORNER EASEMENT: (V.C.E.)

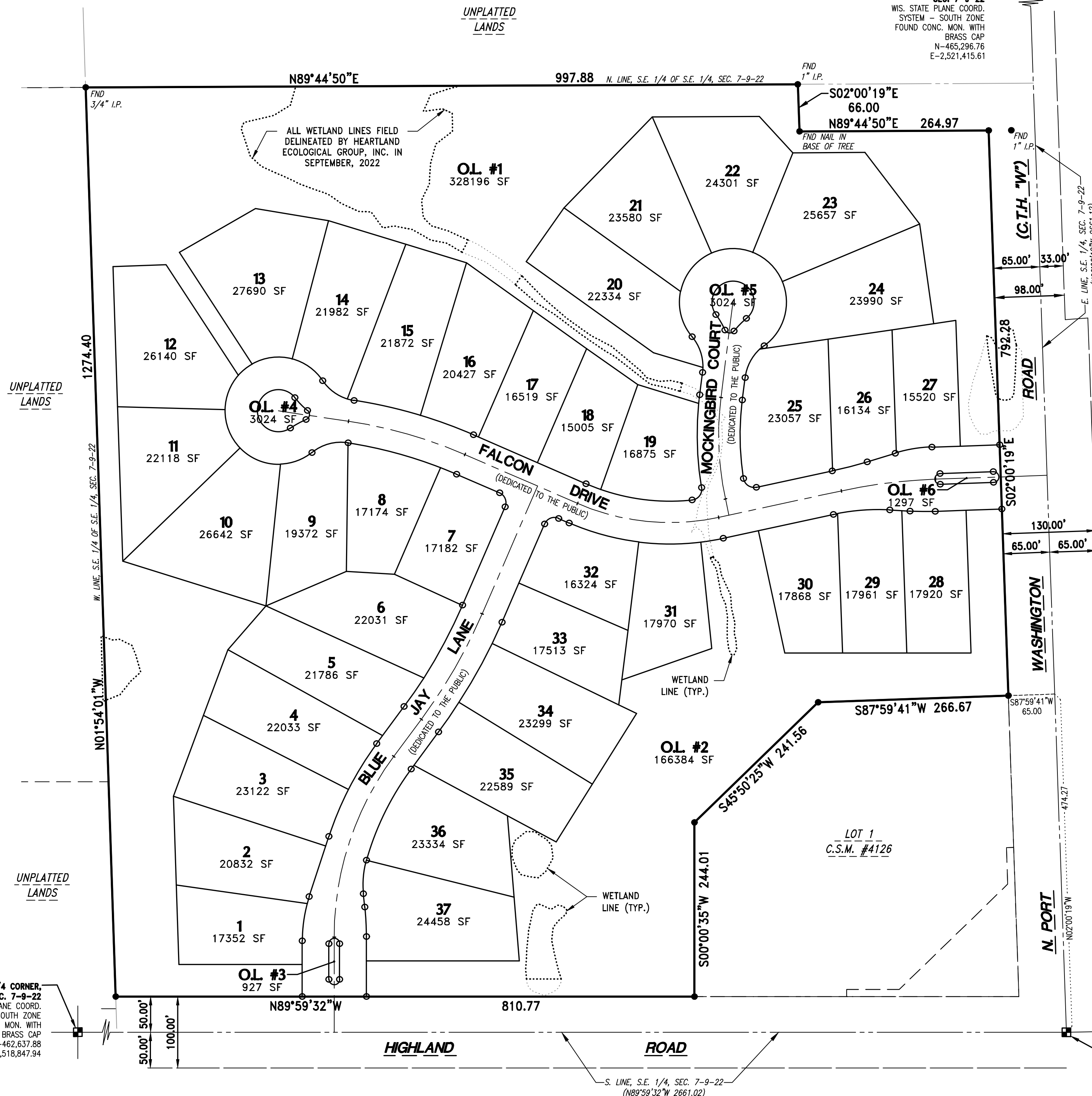
Corner lots as shown on this plat are subject to a Vision Corner Easement in that no structure or improvements of any kind is permitted within the Vision Corner. No vegetation (except trees) shall exceed a maximum height of 36 inches, as measured from the road edge to the top of the vegetation, in the location designated as the vision corner. Trees in the vision corner shall be trimmed to a height of 60 inches, as measured from the road edge to the bottom branches, to allow for a clear view of oncoming traffic.

WETLAND DELINEATION NOTE:

Wetland boundaries shown herein are based on a field delineation and Wetland Delineation Report prepared by Heartland Ecological Group, Inc. conducted in September of 2022.
Per proposed WDNR wetland permitting as illustrated.

WETLAND PROTECTIVE AREAS:

Per City of Mequon Sec. 58-675(i):
-Highly Susceptible Wetland Setback: 50'
-Less Susceptible Wetland Setback: 10% of average width, but no less than 10' or more than 30'.



H:\C900\953\0901E-01-HIGHLAND ROAD SUBSURVEY\PLATS\166FL01.DWG

S. 1/4 CORNER,
SEC. 7-9-22
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FOUND CONC. MON. WITH
BRASS CAP
N=462,637.88
E=2,518,847.94

S.E. CORNER,
SEC. 7-9-22
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FOUND CONC. MON. WITH BRASS CAP
N=462,637.51
E=2,521,508.72

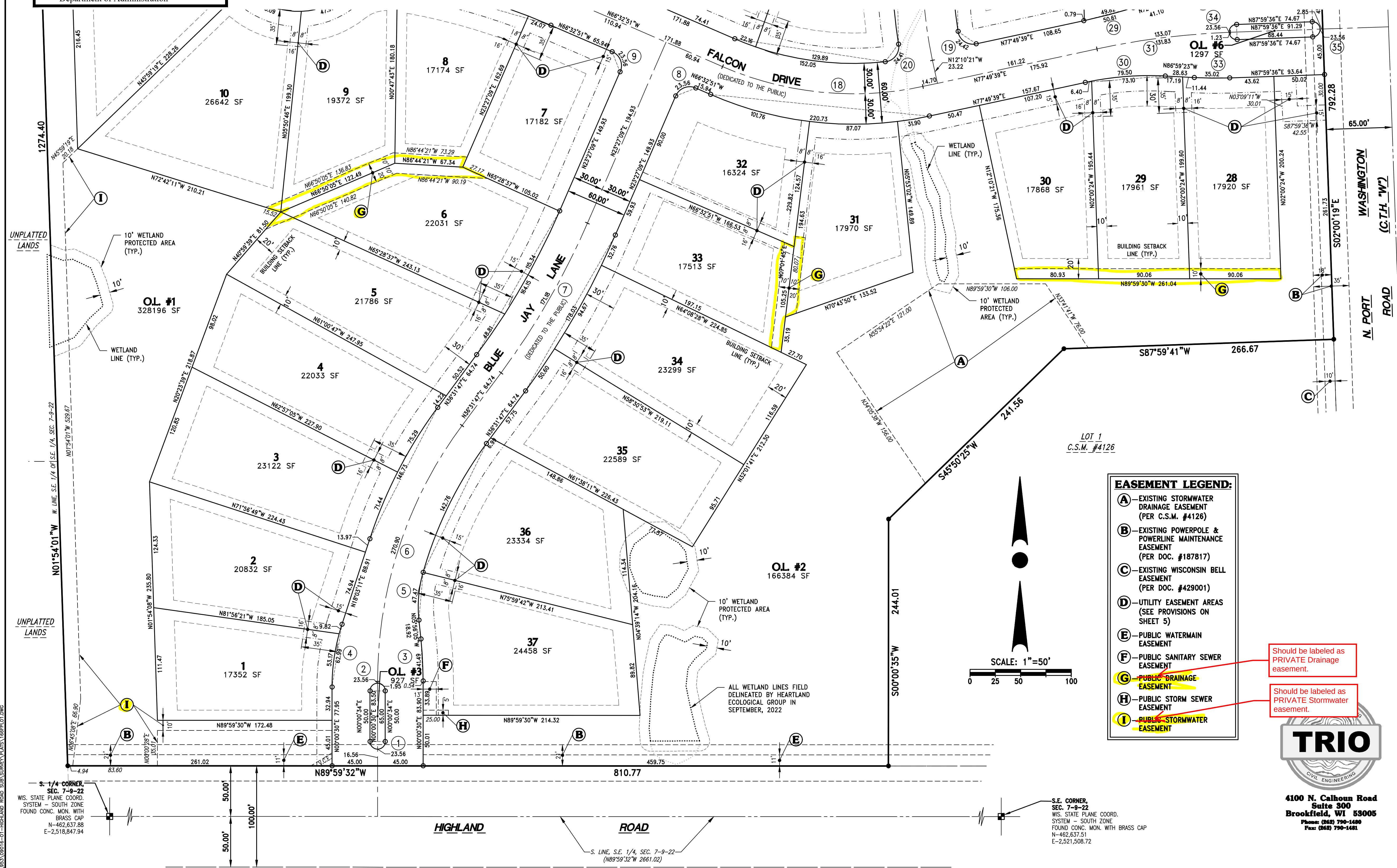
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.



- EASEMENT LEGEND:**
- (A) - EXISTING STORMWATER DRAINAGE EASEMENT (PER C.S.M. #4126)
 - (B) - EXISTING POWERPOLE & POWERLINE MAINTENANCE EASEMENT (PER DOC. #187817)
 - (C) - EXISTING WISCONSIN BELL EASEMENT (PER DOC. #429001)
 - (D) - UTILITY EASEMENT AREAS (SEE PROVISIONS ON SHEET 5)
 - (E) - PUBLIC WATERMAIN EASEMENT
 - (F) - PUBLIC SANITARY SEWER EASEMENT
 - (G) - PUBLIC DRAINAGE EASEMENT
 - (H) - PUBLIC STORM SEWER EASEMENT
 - (I) - PUBLIC STORMWATER EASEMENT

Should be labeled as PRIVATE Drainage easement.

Should be labeled as PRIVATE Stormwater easement.

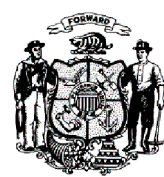


4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1490
Fax: (262) 790-1481

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



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

UNPLATTED
LANDS

997.88

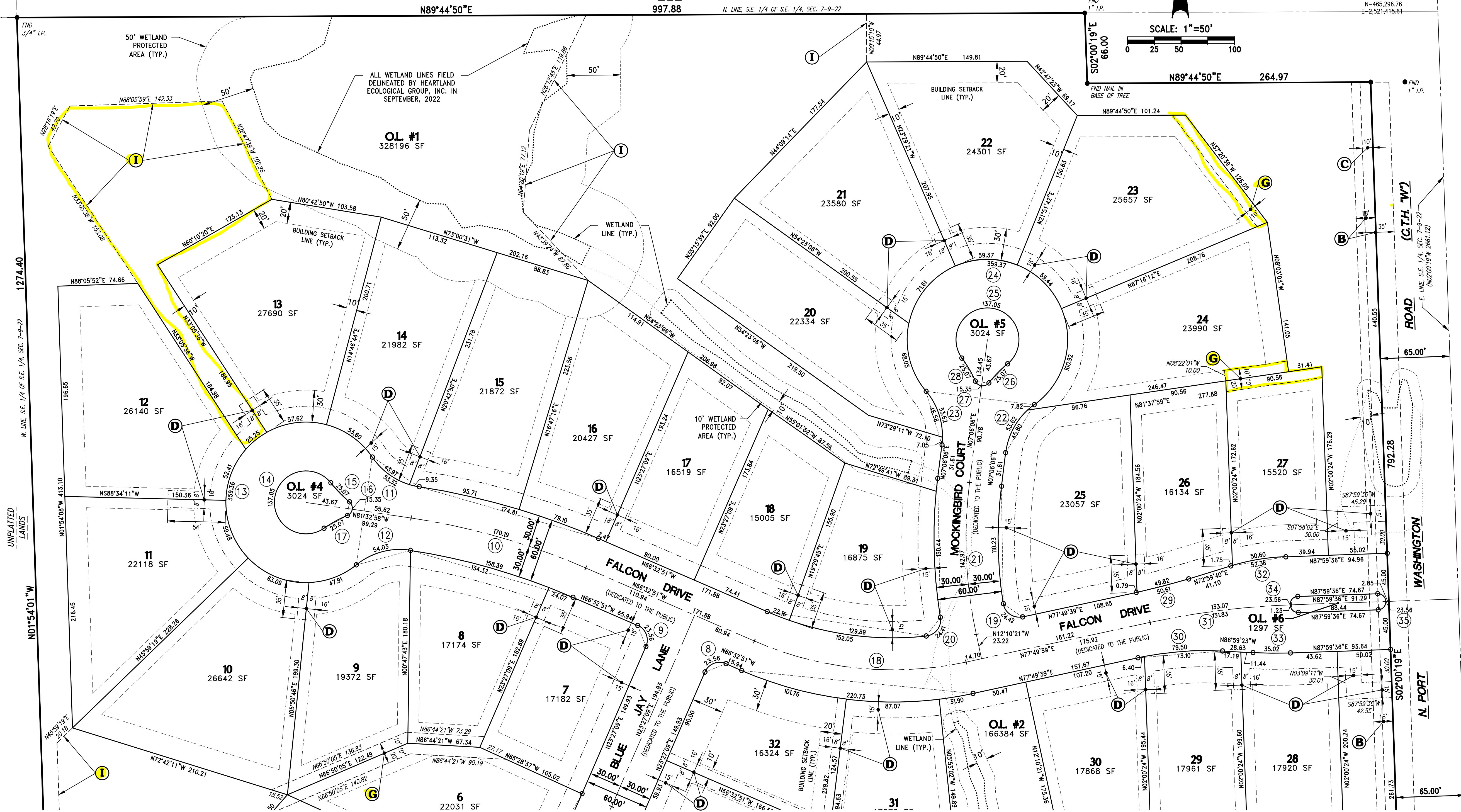
N. LINE, S.E. 1/4 OF S.E. 1/4, SEC. 7-9-22

SCALE: 1"=50'

0 25 50 100

E. 1/4 CORNER,
SEC. 7-9-22
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FOUND CONC. MON. WITH
BRASS CAP
N=465,296.76
E=2,521,415.61

S.E. CORNER,
SEC. 7-9-22
WIS. STATE PLANE COORD.
SYSTEM - SOUTH ZONE
FOUND CONC. MON. WITH
BRASS CAP
N=462,637.51
E=2,521,508.72



HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	O.L. 3	7.50	180°00'00"	23.56	15.00	N89°59'30"W	S00°00'30"W	N00°00'30"E
2	O.L. 3	7.50	180°00'00"	23.56	15.00	S89°59'33"E	N00°00'27"E	S00°00'27"W
3	37	400.00	5°56'35"	41.49	41.47	N02°57'47.5"W	N00°00'30"E	N05°56'05"W
4	WEST	200.00	18°02'41"	62.99	62.73	N09°01'50.5"E	N00°00'30"E	N18°03'11"E
	2	200.00	2°48'43"	9.82	9.81	N16°38'49.5"E	N15°14'28"E	N18°03'11"E
	1	200.00	15°13'58"	53.17	53.02	N07°37'29"E	N00°00'30"E	N15°14'28"E
5	37	125.00	21°45'25"	47.47	47.18	N04°56'37.5"E	N05°56'05"W	N15°49'20"E
6	C/L	425.00	36°31'17"	270.90	266.34	N18°16'08.5"E	N00°00'30"E	N36°31'47"E
	36	395.00	20°42'27"	142.76	141.98	N26°10'33.5"E	N15°49'20"E	N36°31'47"E
	WEST	455.00	18°28'36"	146.73	146.09	N27°17'29"E	N18°03'11"E	N36°31'47"E
	4	455.00	9°28'52"	75.29	75.21	N31°47'21"E	N27°02'55"E	N36°31'47"E
	3	455.00	8°59'44"	71.44	71.36	N22°33'03"E	N18°03'11"E	N27°02'55"E
7	C/L	750.00	13°04'38"	171.18	170.81	N29°59'28"E	N36°31'47"E	N23°27°09"E
	EAST	780.00	13°04'38"	178.03	177.64	N29°59'28"E	N36°31'47"E	N23°27°09"E
	33	780.00	2°24'23"	32.76	32.76	N24°39'20.5"E	N25°51'32"E	N23°27°09"E
	34	780.00	6°57'13"	94.67	94.61	N29°20'08.5"E	N32°48'45"E	N25°51'32"E
	35	780.00	3°43'02"	50.60	50.60	N34°40'16"E	N36°31'47"E	N32°48'45"E
	WEST	720.00	13°03'46"	164.15	163.80	N29°59'54"E	N36°31'47"E	N23°28°01"E
	6	720.00	9°10'44"	115.34	115.22	N28°03'23"E	N32°38'45"E	N23°28°01"E
	5	720.00	3°53'02"	48.81	48.80	N34°35'16"E	N36°31'47"E	N32°38'45"E
8	32	15.00	90°00'00"	23.56	21.21	N68°27°09"E	N23°27°09"E	S66°32'51"E
9	7	15.00	90°00'00"	23.56	21.21	N21°32'51"W	N23°27°09"E	N66°32'51"W
10	C/L	650.00	15°00'07"	170.19	169.71	N74°02'54.5"W	N66°32'51"W	N81°32'58"W
	NORTH	680.00	14°43'44"	174.81	174.32	N73°54'43"W	N66°32'51"W	N81°16'35"W
	16	680.00	6°39'53"	79.10	79.06	N69°52'47.5"W	N66°32'51"W	N73°12'44"W
	15	680.00	8°03'51"	95.71	95.63	N77°14'39.5"W	N73°12'44"W	N81°16'35"W
	SOUTH	620.00	14°38'14"	158.39	157.96	N73°51'58"W	N66°32'51"W	N81°11'05"W
	7	620.00	2°13'26"	24.07	24.06	N67°39'34"W	N66°32'51"W	N68°46'17"W
	8	620.00	12°24'48"	134.32	134.06	N74°58'41"W	N68°46'17"W	N81°11'05"W

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
11	NORTH	65.00	46°59'58"	53.32	51.84	N57°46'36"W	N81°16'35"W	N34°16'37"W
	15	65.00	8°14'15"	9.35	9.34	N77°09'27.5"W	N81°16'35"W	N73°02'20"W
	14	65.00	38°45'43"	43.97	43.14	N53°39'28.5"W	N73°02'20"W	N34°16'37"W
12	9	65.00	47°37'35"	54.03	52.49	N75°00'07.5"E	N51°11'20"E	S81°11'05"E
13	TOTAL	75.00	274°32'03"	359.36	101.79	S08°27'21.5"W	N34°16'37"W	N51°11'20"E
	14	75.00	40°56'39"	53.60	52.46	N54°44'56.5"W	N34°16'37"W	N75°13'16"W
	13	75.00	44°01'16"	57.62	56.22	S82°46'06"W	N75°13'16"W	S60°45'28"W
	O.L. 1	75.00	19°17'16"	25.25	25.13	S51°06'50"W	S60°45'28"W	S41°28'12"W
	12	75.00	40°02'23"	52.41	51.35	S21°27°00.5"W	S41°28'12"W	S01°25'49"W
	11	75.00	45°26'30"	59.48	57.94	S21°17'26"E	S01°25'49"W	S44°00'41"E
	10	75.00	48°12'01"	63.09	61.25	S68°06'41.5"E	S44°00'41"E	N87°47'18"E
	9	75.00	36°35'58"	47.91	47.10	N69°29'19"E	N87°47'18"E	N51°11'20"E
14	O.L. 4	29.50	266°10'49"	137.05	43.09	N08°27'34.5"E	S55°22'10"W	S38°27°01"E
15	O.L. 4	122.50	11°43'30"	25.07	25.02	N44°18'46"W	N50°10'31"W	N38°27°01"W
16	O.L. 4	7.50	117°16'10"	15.35	12.81	N08°27'34"E	N67°05'39"E	N50°10'31"W
17	O.L. 4	122.50	11°43'29"	25.07	25.02	N61°13'54.5"E	N55°22'10"E	N67°05'39"E
18	C/L	325.00	35°37'30"	202.08	198.84	N84°21'36"W	S77°49'39"W	N66°32'51"W
	NORTH	295.00	29°31'52"	152.05	150.37	N81°18'47"W	S83°55'17"W	N66°32'51"W
	19	295.00	25°13'36"	129.89	128.84	N83°27'55"W	S83°55'17"W	N70°51'07"W
	18	295.00	4°18'16"	22.16	22.16	N68°41'59"W	N70°51'07"W	N66°32'51"W
	SOUTH	355.00	35°37'30"	220.73	217.19	N84°21'36"W	S77°49'39"W	N66°32'51"W
	O.L. 2	355.00	5°08'54"	31.90	31.89	S80°24'06"W	S77°49'39"W	S82°58'33"W
	31	355.00	14°03'12"	87.07	86.86	N89°59'51"W	S82°58'33"W	N82°58'15"W
	32	355.00	16°25'24"	101.76	101.41	N74°45'33"W	N82°58'15"W	N66°32'51"W
19	25	15.00	93°17'08"	24.42	21.81	N55°31'47"W	S77°49'39"W	N08°53'13"W
20	19	15.00	93°14'41"	24.41	21.81	N37°17'56.5"E	N83°55'17"E	N09°19'24"W
21	C/L	425.00	19°16'27"	142.97	142.29	N02°32'07.5"W	N12°10'21"W	N07°06°06"E
	25	395.00	15°59'19"	110.23	109.87	N00°53'33.5"W	N08°53'13"W	N07°06°06"E
	WEST	455.00	16°25'30"	130.44	129.99	N01°06'39"W	N09°19'24"W	N07°06°06"E
	O.L. 1	455.00	1°31'38"	12.13	12.13	N06°20'17"E	N05°34'28"E	N07°06°06"E
	19	455.00	14°53'52"	118.31	117.98	N01°52'28"W	N09°19'24"W	N05°34'28"E

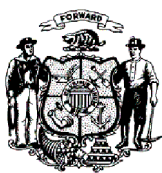
CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
22	EAST	65.00	47°16'04"	53.62	52.12	N30°44'08"E	N07°06'06"E	N54°22'10"E
	24	65.00	6°53'35"	7.82	7.82	N50°55'22.5"E	N47°28'35"E	N54°22'10"E
	25	65.00	40°22'29"	45.80	44.86	N27°17'20.5"E	N07°06'06"E	N47°28'35"E
23	WEST	65.00	47°16'05"	53.62	52.12	N16°31'56.5"W	N07°06'06"E	N40°09'59"W
	20	65.00	41°03'19"	46.58	45.59	N19°38'19.5"W	N00°53'20"E	N40°09'59"W
	O.L. 1	65.00	6°12'46"	7.05	7.04	N03°59'43"E	N07°06'06"E	N00°53'20"E
24	TOTAL	75.00	274°32'09"	359.37	101.79	N82°53'54.5"W	N54°22'10"E	S40°09'59"E
	24	75.00	77°05'58"	100.92	93.48	N15°49'11"E	N54°22'10"E	N22°43'48"W
	23	75.00	45°24'30"	59.44	57.90	N45°26'03"W	N22°43'48"W	N68°08'18"W
	22	75.00	45°21'03"	59.37	57.83	S89°11'10.5"W	N68°08'18"W	S66°30'39"W
	21	75.00	54°42'24"	71.61	68.92	S39°09'27"W	S66°30'39"W	S11°48'15"W
	20	75.00	51°58'14"	68.03	65.72	S14°10'52"E	S11°48'15"W	S40°09'59"E
25	O.L. 5	29.50	266°10'59"	137.05	43.09	N82°53'54.5"W	N50°11'35"E	S35°59'24"E
26	O.L. 5	122.50	11°43'26"	25.07	25.02	N44°19'52"E	N38°28°09"E	N50°11'35"E
27	O.L. 5	7.50	117°15'54"	15.35	12.81	N82°53'54"W	S38°28°09"W	N24°15'57"W
28	O.L. 5	122.50	11°43'27"	25.07	25.02	S30°07'40.5"E	S35°59'24"E	S24°15'57"E
29	NORTH	600.00	4°49'59"	50.61	50.60	N75°24'39.5"E	N77°49'39"E	N72°59'40"E
	26	600.00	4°45'28"	49.82	49.81	N75°22'24"E	N77°45'08"E	N72°59'40"E
	25	600.00	0°04'31"	0.79	0.79	N77°47'23.5"E	N77°49'39"E	N77°45'08"E
30	SOUTH	300.00	15°10'58"	79.50	79.26	N85°25'08"E	N77°49'39"E	S86°59'23"E
	29	300.00	13°57'40"	73.10	72.92	N86°01'47"E	N79°02'57"E	S86°59'23"E
	30	300.00	1°13'18"	6.40	6.40	N78°26'18"E	N77°49'39"E	N79°02'57"E
31	C/L	750.00	10°09'57"	133.07	132.89	N82°54'37.5"E	N77°49'39"E	N87°59'36"E
	C/L-EAST	750.00	0°05'40"	1.23	1.23	N87°56'46"E	N87°53'56"E	N87°59'36"E
	C/L-WEST	750.00	10°04'17"	131.83	131.66	N82°51'47.5"E	N77°49'39"E	N87°53'56"E
32	NORTH	200.00	14°59'56"	52.36	52.21	N80°29'38"E	N72°59'40"E	N87°59'36"E
	27	200.00	14°29'47"	50.60	50.47	N80°44'42.5"E	N73°29'49"E	N87°59'36"E
	26	200.00	0°30'09"	1.75	1.75	N73°14'44.5"E	N72°59'40"E	N73°29'49"E
33	28	400.00	5°01'01"	35.02	35.01	S89°29'53.5"E	S86°59'23"E	N87°59'36"E
34	O.L. 6	7.50	180°00'00"	23.56	15.00	N02°00'24"W	S87°59'36"W	N87°59'36"E
35	O.L. 6	7.50	180°00'00"	23.56	15.00	N02°00'24"W	N87°59'36"E	S87°59'36"W

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



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1490
Fax: (262) 790-1481

H:\C900\953\09016-01-HIGHLAND ROAD SUB SURVEY\PLATS\166FL01.DWG

HIGHLAND MEADOWS

BEING A REDIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 4126, BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWN 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have Surveyed, divided and mapped a redivision of Lot 2 of Certified Survey Map No. 4126, Recorded in the Office of the Register of Deeds for Ozaukee County on December 17, 2020 as Document No. 1108327, being located in a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.

Said Parcel contains 1,425,247 Square Feet (or 32.7192 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of HIGHLAND ROAD, LLC, owner of said lands.

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

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

Dated this ____ Day of _____, 20 ____.

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

HIGHLAND ROAD, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. City of Mequon

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration

Witness the hand and seal of said Owner this ____ day of _____, 20 ____.

HIGHLAND ROAD, LLC

John Stoker, _____

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

Personally came before me this ____ day of _____, 20____, the above named John Stoker, _____ of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: _____
Public, Ozaukee County, WI
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

SUMMIT CREDIT UNION, a Corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Plat, and does hereby consent to the above certificate of SUMMIT CREDIT UNION, LLC, owner, this ____ day of _____, 20 ____.

SUMMIT CREDIT UNION

Name _____
Title _____

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

Personally came before me this ____ day of _____, 20____, the above named _____ of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, Ozaukee County, WI
My Commission Expires: _____

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Sandra Tretow, being duly elected, qualified and acting Treasurer of the County of Ozaukee, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this ____ Day of _____, 20 ____ on any of the land included in the Plat of "HIGHLAND MEADOWS".

Dated this ____ Day of _____, 20 ____.

Sandra Tretow, County Treasurer

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Brenda Arnett, being duly appointed, qualified and acting City of Mequon Director of Finance, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this ____ Day of _____, 20 ____ on any of the land included in the Plat of "HIGHLAND MEADOWS".

Dated this ____ Day of _____, 20 ____.

Brenda Arnett, Director of Finance

CITY OF MEQUON CERTIFICATE:

Resolved, that the plat known as "HIGHLAND MEADOWS", being a Subdivision of a part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Town 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, HIGHLAND ROAD, LLC, owner, having been approved by the City of Mequon Planning Commission is hereby approved conditionally by the Common Council.

APPROVED AND SIGNED:

Dated this ____ Day of _____, 20 ____.

Andrew Nerbun, Mayor

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Mequon, and that all conditions of approval have been met as of this ____ Day of _____, 20 ____.

Dated this ____ Day of _____, 20 ____.

Caroline Fochs, City Clerk

UTILITY EASEMENT PROVISIONS:

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

HIGHLAND ROAD, LLC, Grantor, to

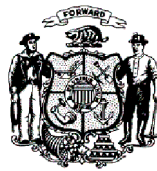
WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Spectrum Mid-America, LLC and Wisconsin Bell, Inc, doing business as AT&T Wisconsin, a Wisconsin corporation, Grantees, AND

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. Buildings 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.

There are no objections to this plat with respect to Sees. 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



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Justin Schoenemann, Assistant City Administrator
DATE: February 3, 2025
SUBJECT: RESOLUTION 4176 A Resolution Awarding a Contract for the Replacement and Installation of Audio and Video Equipment within the Council Chambers at City Hall to AV Design Group of Thiensville, Wisconsin, in the Amount of \$163,257

Background

At its December 2024 meeting, the Common Council authorized the expenditure of funds for HVAC equipment and other upgrades within the Council Chambers at City Hall, awarding the project to Selzer-Ornst Construction. As part of this renovation, extensive work will be completed to modernize core components of the historic portion of City Hall that will require walls to be opened. This construction project presents an opportune time to address the aging audio and video (AV) equipment within the Council Chambers.

Over nearly three decades, the AV system in the Chamber has been pieced together incrementally to meet the evolving needs of its primary users. Much of the equipment, including wiring, has exceeded its functional lifespan. City records indicate that the majority of the audio system was installed in the early 2000's, while the projector dates back to approximately 2012. These components, along with other technological elements, are now unreliable and no longer provide the level of functionality required to serve the Common Council, Planning Commission, Municipal Court, and other users of the room effectively.

Analysis

The IT Division developed a scope for replacing and updating the AV technology to better serve users of the Common Council Chambers. One of the primary upgrades includes transitioning from a projector to a video display wall, which will allow for clearer and more detailed presentations of materials, such as zoning maps and site plans. Unlike the existing projector, a video display will maintain color accuracy and resolution in a large space with abundant natural light like the Council Chambers. Additionally, presentation computers will be able to connect wirelessly to the display.

To enhance functionality for Council members and other individuals utilizing the dais, the project also includes the addition of shared monitors, with one display for every two seats. This will enable users to view materials without having to turn away from the audience and will also allow the users to see virtual participants during hybrid meetings. The existing microphone system, which currently requires speakers to hold down a button while talking, will be replaced with an updated solution that offers better functionality. Each seat at the dais will have a wired microphone. The microphones at the two lower staff tables and podium will be upgraded to

wireless models, reducing tripping hazards and improving aesthetics. The new system will also include one handheld microphone and an updated microphone system for use during workshop-style meetings at the tables below the dais.

In addition to audio improvements, the three existing 720P video cameras will be replaced with high-definition cameras to provide clearer video recordings of meetings. The control system that integrates all AV equipment will also be updated with a modern solution, featuring two touch panels - one in the back recording room and another at the head of the dais - to allow the meeting presider greater control over AV settings. The scope of work further includes the installation of all-new wiring to support the upgraded equipment, as well as the removal and disposal of outdated AV components. Additionally, the project will include organizing and cleaning up the cabling in the AV recording room to create a more efficient and functional space.

To obtain competitive quotes, the IT Division engaged four technology vendors, providing them with a tour of the space, measurements, the detailed project scope, and opportunities for follow-up discussions. A formal Request for Proposals (RFP) was not required, as this project is solely for the acquisition and installation of IT equipment. Construction-related elements, such as electrical work, raceways, and drywall, were accounted for in the broader HVAC and room renovation contract. One vendor, The Office Technology Group, which is currently the City's primary contracted IT services provider, declined to submit a quote as AV systems of this scale were outside their area of expertise at the time.

Three vendors submitted quotes for the acquisition and installation of the AV equipment in early 2024. However, the AV project was temporarily paused due to delays in the HVAC and room renovation project, caused by bids coming in 57% higher than engineering estimates. Following the Council's December contract award for the HVAC and room renovation, all three AV vendors were given the opportunity to update their quotes. The revised quotes are as follows:

Vendor	Total Cost
AV Design Group	\$163,254
AVI Systems	\$175,830
Heartland Business Systems	\$255,092

All three proposals include the equipment and installation services necessary to proceed with the AV system upgrade, ensuring that the Council Chambers is outfitted with modern, reliable, and user-friendly technology to best support its primary users. The lowest bidder, AV Design Group of Thiensville, is well-positioned to assist the City with this project. Established in 1957, AV Design Group serves clients throughout the greater Milwaukee area, including other governmental agencies. The primary point of contact for this project will be Frederick Brown-Williamson, Vice President of Operations, who brings extensive experience in the field and will provide oversight throughout the upgrade process.

Fiscal Impact

While not a part of the original general obligation issuance of promissory notes approved by the Council in December 2024 and executed by staff in January 2025, the project will nevertheless be paid by proceeds resulting from the sale. This includes a portion of a reoffering premium in

the amount of \$75,575 received by the City on the day of the sale that can be used in connection with approved projects included in the notes' issuance, as well as estimated interest earnings (\$75,000 - \$100,000) on the notes that are to be generated over the next three years. All told, this contract award should have no direct impact upon the amount of money borrowed by the City last month, or any of the City's existing capital accounts, which fund capital improvements/equipment purchases on an operating, or pay-as-you-go, basis.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on February 11, 2025.

Attachments:

Professional Services Agreement (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4176

A Resolution Awarding a Contract for the Replacement and Installation of Audio and Video Equipment within the Council Chambers at City Hall to AV Design Group of Thiensville, Wisconsin, in the Amount of \$163,257

A. The Information Technology Division has received quotes regarding the acquisition and installation of Audio/Video Equipment for the Common Council Chambers at Mequon City Hall.

B. The quotes were reviewed by staff to ensure compliance with the requirements specified for the project.

C. Adequate funding will be available through a portion of a re-offering premium as well as interest income generated by the City's recent borrowing completed in January of 2025.

D. The Finance-Personnel Committee approved staff's recommendation at its February 11, 2025, meeting.

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

1. The Professional Services Agreement for the acquisition and installation of AV Equipment in the Common Council Chambers is awarded to AV Design Group of Thiensville, Wisconsin, in an amount not-to-exceed \$163,254, 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: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

Caroline Fochs, City Clerk

CITY OF MEQUON PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the _____ day of _____, 2025 (**"Agreement"**), and is by and between the **CITY OF MEQUON**, a Wisconsin municipal corporation (**"City"**) and the Contractor identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory powers, the parties agree as follows:

SECTION 1. CONTRACTOR.

A. Engagement of Contractor. The City desires to engage the Contractor identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Contractor Name ("Contractor"): AV Design Group

Address: 154 Green Bay Rd, Thiensville, WI 53097

Telephone: 262-512-9390

E-Mail: fwbrownw@av-designgroup.com

Agreement Amount: \$163,257

B. Project Description. The Contractor has been engaged to complete a comprehensive assessment of the City's information technology function and to provide recommendations to address findings resulting from this review. The project is further described in the Proposal from the Contractor dated January 2, 2025, which is attached as **Exhibit A** to this Agreement (**"Proposal"**).

C. Representations of Contractor. The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the in the Proposal (**"Services"**) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Contractor. The City retains the Contractor to perform, and the Contractor agrees to perform the Services.

B. Services. The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Contractor shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Contractor shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the City, but in no event later than October 31, 2025 ("***Time of Performance***"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Contractor. Delays caused by the City shall extend the Time of Performance in equal proportion to the delay caused by the City; provided, however, that the Contractor shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Contractor or of the City.

D. Reporting. The Contractor shall regularly report to the Assistant City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount paid by the City for the Services under this Agreement (including, without limitation, the amount of all reimbursable expenses) shall not exceed \$163,257 ("***Agreement Amount***").

B. Invoices and Payment. The Contractor shall submit invoices in an approved format to the City for costs incurred by the Contractor in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The City shall pay to the Contractor the amount billed within 15 days after receiving such an invoice.

C. Records. The Contractor shall maintain records showing actual time devoted and costs incurred, and shall permit the City to inspect and audit all data and records of the Contractor for work done pursuant to this Agreement. The records shall be made available to the City at reasonable times during the term of this Agreement, and for one year after the termination of this Agreement.

D. Additional Services. The Contractor acknowledges and agrees that the City shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the City, except upon the prior written consent of the City.

E. Taxes, Benefits, and Royalties. Each payment by the City to the Contractor includes all applicable federal, state, and City taxes of every kind and

nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Contractor.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in the Proposal shall be primarily responsible for carrying out the Services on behalf of the Contractor. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Contractor shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Contractor shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Contractor shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation.

C. Approval and Use of Subcontractors. The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved in advance by the City in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Contractor. For purposes of this Agreement, the term "Contractor" shall be deemed also to refer to all subcontractors of the Contractor, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City and consistent with commonly accepted professional practices, the Contractor shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term “*Confidential Information*” shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City’s computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the City prior to the time of disclosure of such information to the Contractor pursuant to this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the City; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it shall, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Contractor represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time

of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Contractor shall, and does hereby agree to, indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section 6.A of this Agreement.

C. Insurance. The Contractor shall provide, at its sole cost and expense, liability insurance in the aggregate amount of \$1,000,000, which insurance shall include, without limitation, protection for all activities associated with the Services. The insurance shall be for a minimum of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. The Contractor shall cause the City to be named as an additional insured on the insurance policy described in this Section 6.C. Not later than 10 days after the Commencement Date, the Contractor shall provide the City with either: (a) a copy of the entire insurance policy; or (b) a Certificate of Insurance along with a letter from the broker issuing the insurance policy to the effect that the Certificate accurately reflects the contents of the insurance policy. The insurance coverage and limits set forth in this Section 6.C shall be deemed to be minimum coverage and limits, and shall not be construed in any way as a limitation on the Contractor's duty to carry adequate insurance or on the Contractor's liability for losses or damages under this Agreement.

D. No Personal Liability. No elected or appointed official or employee of the City shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION 7. CONTRACTOR AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Contractor; or (2) to create any relationship between the City and any subcontractor of the Contractor.

B. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge: (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Contractor nor any person employed or associated with the Contractor has any interest that would

conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Contractor. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, and the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the City or the Contractor with respect to this Agreement or the Services.

2. **Liability for Noncompliance.** The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

F. Default. If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the execution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within 10 business days after the Contractor's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Contractor.** The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement;

2. **Termination of Agreement by City.** The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination; and/or

3. **Withholding of Payment by City.** The City may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Contractor or as a result of actions taken by the City in response to any Event of Default by the Contractor.

G. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

H. Common Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by, the Contractor to vendors shall be subject to the approval of the Common Council. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the City. The City shall not be liable to any vendor or third party for any agreements made by the Contractor without the knowledge and approval of the Common Council.

I. Mutual Cooperation. The City agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that the City may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the City in the performance and completion of the Services and with any other Contractors engaged by the City.

J. News Releases. The Contractor shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the City Administrator.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the City by the Contractor in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the City.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Contractor without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Mequon
11333 N. Cedarburg Road
Mequon, Wisconsin 53092
Attn: Justin Schoenemann, Assistant City Administrator

With a copy to:

Wesolowski, Reidenbach & Sajdak
11402 W. Church Street
Franklin, Wisconsin 53132
Attn: Brian C. Sajdak, City Attorney

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

AV Design Group
154 Green Bay Road,
Thiensville, WI 53097
Attn: Fred Brown-Williamson, VP Operations

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Wisconsin. Venue for any action or other proceeding that may be brought arising out of, in conjunction with, or by reason of this Agreement, shall be the Wisconsin Circuit Court for and in Ozaukee County.

J. Authority to Execute.

1. The City. The City hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Contractor. The Contractor hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the City nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Contractor's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Q. Exhibits. Exhibit A, the Contractor's Proposal, are attached to, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2025.

ATTEST:

CITY OF MEQUON

By: _____
Caroline A. Fochs, City Clerk

By: _____
Andrew Nerbun, Mayor

Approved as to Form:

Brian C. Sajdak, City Attorney

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

Proposal Dated January 2, 2025

Attachment: Professional Services Agreement (RESOLUTION 4176 : CC AV Equipment)



AV Design Group

Audio - Video - Collaborate - Control

January 2, 2025

To: Matt Fortini
IT Manager, City of Mequon

From: Fred Brown-Williamson
AV Design Group

Subject: City of Mequon Council Chambers Audio/Visual RFP

Proposing Vendor:

AV Design Group
154 Green Bay Rd
Thiensville, WI 53092

Individual authorized to answer questions regarding this RFP:

Frederick Brown-Williamson
VP Operations

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com



Attachment: Professional Services Agreement (RESOLUTION 4176 : CC AV Equipment)



AV Design Group

Audio - Video - Collaborate - Control

Executive Summary & Company Overview

Thank you for the opportunity to propose audiovisual solutions to the City of Mequon. Like you, we understand the growing need for technology in the workplace and aim to provide a robust solution for information to be shared both on site and virtually. As experts in commercial audio-visual systems for over 60 years, our company has well-established relationships and a record of success.

Located in Thiensville, Wisconsin, AV Design Group has been serving the commercial audiovisual marketplace since 1957. We opened our office in the greater Milwaukee area in 1996, providing custom design and installation of audio-visual systems for educational institutions, corporate facilities, government agencies, and houses of worship. We strive to provide customers with superior guidance and service for your valuable systems.

AV Design Group Team Highlights

- Awarded CTS “Certified Technology Specialist” designations through AVIXA (formerly known as InfoComm*)
- Crestron certified programming services
- Extensive knowledge of industry transitions
- Continued education in technology, standards, and industry trends

We offer an extensive line of projection products from companies such as Panasonic, Epson, NEC and others. We offer flat panel displays from LG commercial, Samsung, Sharp, AVARRO and others. We also offer accessory items such as control systems from Crestron and video conferencing systems from Cisco, Polycom and Yealink.

AV Design Group has installed hundreds of systems at local educational institutions from grade school to university level, classrooms to auditoriums. We have provided design, installation, and programming services for numerous municipal council chambers, police stations, executive board rooms and training facilities. AV Design Group has also incorporated distributed audio

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





AV Design Group

Audio - Video - Collaborate - Control

systems with sound-reinforcement for numerous restaurants, YMCAs, and corporate facilities throughout Wisconsin.

All of these tools, assets, and experience allow our team to design, program, and install with superior guidance, service and support for the City of Mequon's projects.

* As an ANSI Accredited Standards Developer Organization (ASD), InfoComm provides industry standards as the foundation for quality audiovisual systems. In addition, as an ANSI Accredited Certification Body, InfoComm offers the Certified Technology Specialist™ (CTS®) program — the only ANSI accredited audiovisual certification under the International Standard ISO/IEC 17024.

Attachment: Professional Services Agreement (RESOLUTION 4176 : CC AV Equipment)

AV Design Group
 154 Green Bay Rd
 Thiensville, WI 53097
 262.512.9390
www.AV-DesignGroup.com





AV Design Group

Audio - Video - Collaborate - Control

To: Matt Fortini
From: Fred Brown-Williamson

January 2, 2025

Matt,

Here is the pricing breakdown you requested for updating the audiovisual components in the City of Mequon Council Chambers.

Installation Components

Video Wall

AV Design Group will replace the existing projector with a Blizzard Iris 163" dvLED video wall, comprised of 36 InSiteG2 1.8 panels, backed by a 7-year manufacturer's warranty. Includes a NovaStar MX20 video processor.

\$48,745

Video Distribution - Inputs

This will display content from up to 4 sources; wireless presentation using a Kramer VIA Connect Pro, or one of (3) HDMI inputs located at the owner-specified locations throughout the facility. Includes Kramer presentation scaler/switcher, mounts, and wallplates.

\$4,788

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





AV Design Group

Audio - Video - Collaborate - Control

Video Distribution - Outputs

Six Planar 24" monitors will be located around the dias for board members to see what is being displays on the video wall. Kramer HDMI distribution will be utilized for sending signals between the source devices and the display devices.

\$5,994

Cameras and Streaming Processor

A QSC Core processor will serve as the microphone mixer, IP camera switcher, and digital signal processor. Three Q-SYS IP cameras will replace the existing 720p Panasonic cameras.

\$21,905

Microphones & DSP

12 Shure MX412 microphones will be provided to replace the existing failing units around the dais. Five Shure MXW8 wireless microphone pods with goosenecks, with charging bases will be utilized at the podium and two tables. One wireless handheld microphone will be included as well. A Shure MXA310 table array microphone will be included for small-format meetings in the front of the space, and the floorbox will be re-wired to accommodate its connection to the system.

\$25,649

Control System

System control will utilize a Crestron control system processor backbone with (2) 10" touchpanels; one with basic switching and volume controls at the head of the dias, and an admin interface in the control room. A Netgear 4300 series POE switch, configured for AV system control will be included for integrating the control system components, video distribution, microphone system, and streaming uplinks.

\$17,707

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





AV Design Group

Audio - Video - Collaborate - Control

Control Room Desk

AV Design Group will provide and install a 24" x 72" L shaped desk in the control room. A 12ru equipment rack will be located under the return side of the desk, and house a Tripp-Lite rack-mount power strip and a Lenovo PC with an I7 processor, running Windows 11 Pro. Three 32" Samsung monitors will be mounted on arms on the perimeter of the desk. The desk will include additional power outlets mounted underneath for the monitors, as well as surface mounted connections for charging personal devices.

\$5975

Cabling, Installation, Programming & System Commissioning

AV Design Group will remove the existing AV system and provide, program, and install all specified products unless otherwise noted. Control system and DSP programming will be provided by Imperial Code, LLC. Blizzard will assist with the installation of the dvLED video wall. Total system cost includes all cabling, installation labor, programming, and commissioning. Most components are available within 21 days, but the video wall components are typically 90 days.

\$32,494

Total System Cost

\$163,257

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





AV Design Group

Audio - Video - Collaborate - Control

Pricing is good for 14 days. Power and data jacks to be owner furnished. Shipping, assembly, programming and installation of specified products included. Down payment of 75% is required to schedule the project and start ordering equipment. Installation is warranted for 1 year, and AV Design Group will assist with product warranty coverage as necessary. Tax is not included in the pricing and a 3% fee is added for credit card purchases. Let me know if you have any questions.

Regards,

Fred Brown-Williamson
VP Operations
262.512.9391
fwbrownw@av-designgroup.com

AV Design Group
154 Green Bay Rd
Thiensville, WI 53097
262.512.9390
www.AV-DesignGroup.com





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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: William Jones, City Administrator
DATE: February 11, 2025
SUBJECT: RESOLUTION 4177 A Resolution Approving a Five-Year Service Agreement for Administration of a 457(b) Retirement Plan with MissionSquare Retirement, Washington, DC

Background

Since the early 1980's, the City of Mequon has afforded its employees with opportunities to save for retirement beyond the traditional pension plan administered by the Wisconsin Retirement System (WRS). Over time, this opportunity has been made available through three different entities. These include Wisconsin Deferred Compensation, which is administered by WRS, North Shore Bank, and the International City Management Association Retirement Corporation, d/b/a MissionSquare Retirement. Like 401(k) accounts available to individuals within the private sector, 457(b) accounts allow public sector employees to save and invest a portion of their income - often on a tax-deferred basis - for eventual use during retirement. At present, the City has about 125 employees and/or retirees participating in these three (3) plans.

Analysis

Following the 2024 Employee Benefits Fair late last year, the City Administrator's Office engaged Mequon's MissionSquare representative to determine if the City was eligible for a reduction in the plan administration fee of 0.55% charged annually to all participants. Following a review of current assets under management through MissionSquare, the firm's representatives indicated that the City was eligible to move from an R1 classification to an R5 classification. Under R5, the plan administration fees are 0.00% annually, as outlined in the attached Service Proposal. In connection with this reduction, assets not invested in equity, fixed income or mutual funds afforded through MissionSquare (i.e., idle cash) must be placed in MissionSquare's PLUS Fund, which has a net expense ratio of 1.32%. Currently, the City's plan contains one other stable investment option - Cash Management - which carries a net expense ratio of 0.98% and represents only 0.4% of invested assets. Additionally, MissionSquare has also requested that the City enter into a new and updated service agreement with an initial term of five years, which may renew automatically each year thereafter. A copy of the updated Administrative Services Agreement is attached.

Fiscal Impact

As indicated in the attached Service Proposal, MissionSquare estimates that the proposed reduction in plan administration fees from 0.55% to 0.00% will result in a savings of \$45,000 annually for current participants. Over a five-year term, this equates to a savings of approximately \$225,000 for City employees and/or retirees. Pending Council approval, the proposed fee reduction will become effective in April, as outlined in the Agreement. Thereafter,

the City Administrator's Office will reach out to Wisconsin Deferred Compensation and North Shore Bank, to determine if similar opportunities to reduce fees across these two remaining plans are also available.

Recommendation

A recommendation is forthcoming from the Finance-Personnel Committee on February 11, 2025.

Attachments:

Mission Square Administrative Services Agreement - City of Mequon (DOCX)

Mission Square Service Plan - City of Mequon (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4177

A Resolution Approving a Five-Year Service Agreement for Administration of a 457(b)
Retirement Plan with MissionSquare Retirement, Washington, DC

RECITALS

A. The City of Mequon (“Employer”) acts as a public plan sponsor of a retirement plan (“Plan”), and in that capacity, has the responsibility to obtain administrative services and investment alternatives for the Plan.

B. VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds.

C. MissionSquare, or its wholly owned subsidiary, acts as an investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust.

D. MissionSquare has designed, and VantageTrust Company offers, a series of separate funds for the investment of plan assets as referenced in the Funds’ principal disclosure documents, the Disclosure Memorandum and the Fact Sheets.

E. MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

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

1. The attached Administrative Services Agreement with MissionSquare Retirement for administration of the City of Mequon’s Plan is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

Caroline Fochs, City Clerk

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Mequon

Type: **457**

Account #: **303895**

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Mequon** ("Employer"), a municipal corporation organized and existing under the laws of the State of **Wisconsin** with an office at **11333 N. Cedarburg Road, Mequon, Wisconsin 53092**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's

electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) MissionSquare's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MissionSquare Disclosures.
- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on the assets of the Plan being invested in **R5** shares of MissionSquare PLUS Fund and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 - Effective April
- Agreement received by May 20 - Effective July
- Agreement received by August 20 - Effective October
- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

8. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipal Employer or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipal Employer or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **five (5) years** from that date. Thereafter, this Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.

- (b) MissionSquare may modify this Agreement by providing a minimum of 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

11. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240

Facsimile: (202) 962-4601

Employer: City of Mequon, ATTN: City Administrator, 11333 N. Cedarburg Road, Mequon, WI 53092

E-Mail: wjones@cityofmequonwi.gov

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached Exhibits are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Wisconsin**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Exhibits attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF MEQUON

By _____
Signature/Date

By _____
Name and Title (Please Print)

THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT

By _____
Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

Exhibit A

Administrative Services

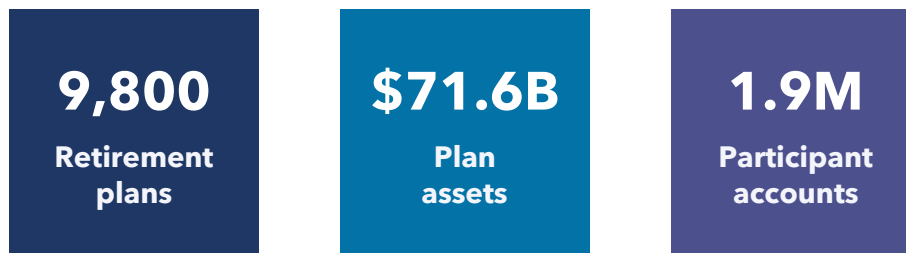
The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

- available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
 - (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
 - (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
 - (m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
 - (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
 - (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.
 - (p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.
 - (q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)



Since the founding of MissionSquare Retirement as an independent financial services organization in 1972, we've dedicated ourselves to helping public sector employees reach their retirement security goals. Our mission-based, not-for-profit structure allows us to focus our time, energy, and resources on achieving that result. We currently provide retirement plans and services for more than 9,800 retirement plans with total plan assets of \$71.6 billion in \$1.9 million participant accounts¹.



At MissionSquare, we believe retirement plan services should be simple, straightforward, and intuitive. We strive to anticipate your needs, while developing solutions to help you successfully and easily manage and coordinate retirement benefits. We also believe your participants want and deserve the same simplicity in managing and attaining their future retirement goals.

We invest in a shared sense of service. MissionSquare is proud of our reputation for working effectively with public employers, understands the unique characteristics and challenges of public sector workforces, and has developed educational strategies specifically geared to their needs.

We are happy to share additional details with you to include recordkeeping the City of Mequon 457 Plan.

¹ Includes 457, 401, 403(b), Retirement Health Savings (RHS) plans, Employer Investment Program (EIP) plans, Individual Retirement Accounts (IRAs), and related beneficiary accounts.

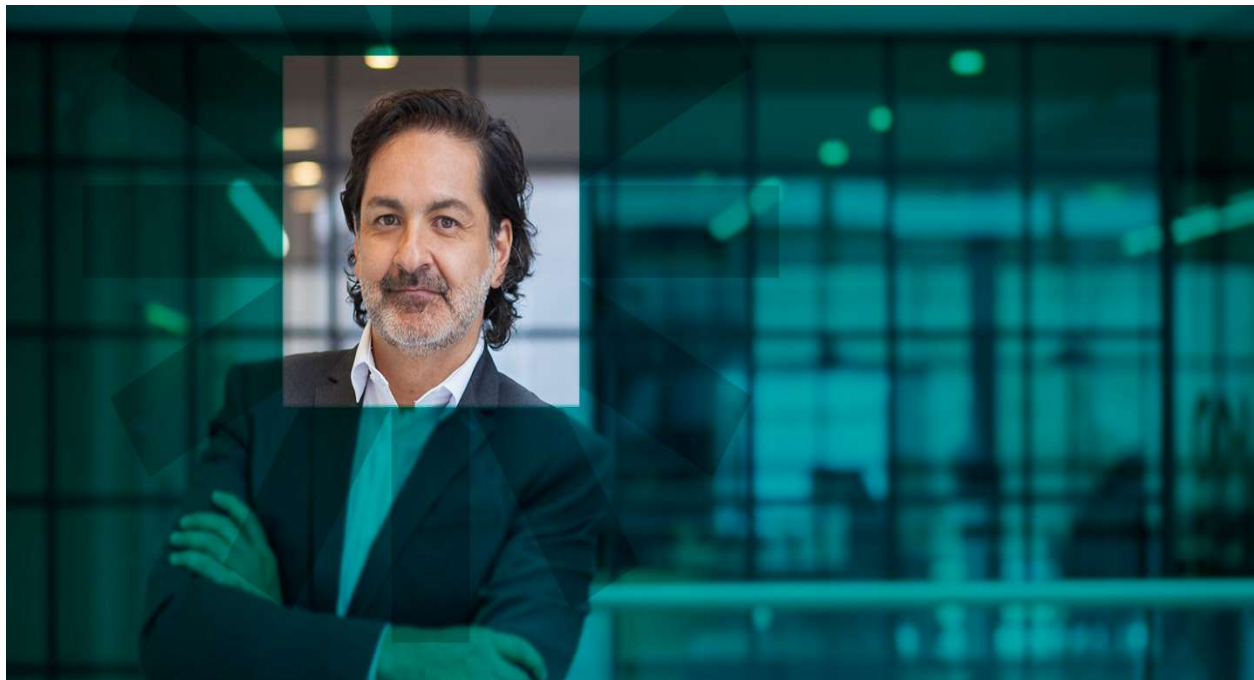
Easing the administrative burden

Public sector retirement plan administration requires significant provider flexibility, experience, and efficiency. Further, without a recordkeeper that is actively committed to reducing plan sponsors' administrative burdens, state and local entities can quickly find themselves overwhelmed by the complexities of operating their plans. MissionSquare has the services available to effectively reduce your administrative burden and make your fiduciary oversight easier.

Services provided to you as plan sponsor include:

- A dedicated single point of contact who will lead delivery of all services to your plan
- Industry-leading online plan administration platform
- Automated services, including enrollments, loan/distribution processing and salary deferral changes
- Plan reporting, including Plan Health Dashboard, Plan Analytics, & Customizable Reports
- Plan analytics tool to identify, measure, and benchmark patterns and participant data
- Fiduciary support via multiple channels with helpful tools and education
- Defense-in-depth system security encompassing best-of-breed technology and security processes
- Employer telephone support Monday through Friday from 7:30 a.m. to 6:30 p.m. CST.

Participant communication, education, and advice



MissionSquare's comprehensive, targeted participant education program uses a combination of educational and financial planning services, as well as toll-free and online services. We will leverage our knowledge of retirement plan administration to create a program that meets your participants' evolving needs. Our education and communications program can be tailored to directly address key issues facing your employees, such as plan enrollment, participation, and increasing contributions, as well as the impacts of taking plan loans.

Services provided to your participants include:

- Your Retirement Plans Specialist, Kevin Linsmeier, will provide group/individual education to your employees
- CERTIFIED FINANCIAL PLANNER™ professionals offer monthly educational webinars. Additionally, participants can schedule virtual appointments with our CFPs for more comprehensive financial planning options
- Our Financial Wellness Center offers personalized content including videos, calculators, tutorials, and action items to assist participants with taking important next steps
- A proven proactive communication and digital education strategy to engage employees and drive better retirement outcomes
- Investment advice via Guided Pathways® Advisory Services, which provides varying levels of assistance to your employees based on how involved they want to be in their retirement investing decisions
- Mobile account access via our Mobile app, Amazon Alexa, and TextAccess
- Enrollment via our Mobile app
- Plan Services Representatives are available Monday through Friday from 7:30 a.m. to 8:00 p.m. CST

MissionSquare Retirement makes available a mutual fund platform through our third-party mutual fund settlement and clearing agent.

Through this platform, we have access to approximately 700 fund families and over 20,000 funds/share classes. Should you desire a fund that is not currently on our platform, and that fund is currently open and available to retirement plans, we will work with the fund family to add the fund to our platform.



Plan Administration Fee

City of Mequon is currently invested in R1 shares of the Vantage trust with a plan administration fee of **0.55%**.

Optional services and related fees

The following supplemental service fees² apply exclusively to the participants who choose to use these supplemental services:

Managed Account services

Participants who use Managed Accounts are charged an additional asset-based fee³ outlined in the following schedule.⁴

Participant Account Balance	Annual Fee Percentage
First \$100,000	0.50%
Next \$200,000	0.40%
Next \$200,000	0.30%
Over \$500,000	0.20%

MissionSquare's self-directed brokerage services

- **MissionSquare Retirement charges** — MissionSquare assesses a one-time \$50 setup fee when a participant's brokerage account is established and a \$50 annual maintenance fee. These fees are deducted directly from the participant's core account at MissionSquare.
- **Charles Schwab fees/charges⁵** — For a complete list of fees and charges, please refer to the Charles Schwab Personal Choice Retirement Account pricing summary at www.schwab.com/resource/pcra-pricing-summary. In the event that Charles Schwab changes its fees, the new fee schedule would be utilized. All Charles Schwab fees and



charges are deducted directly from a participant's brokerage account.⁶

Loans

- **Setup fee** — \$75 origination fee for loan applications, re-amortizations, and re-financings. This is a one-time expense.
- **Annual fee** — \$50 annual fee for outstanding loans.
- **ACH reject fee** — \$20 for each occurrence of an ACH return due to insufficient bank funds, invalid bank account, or account closed.

Wire transfer fees

A \$15 participant fee will apply for each outgoing wire transfer requested by a participant. Should our processing bank increase the wire fees during the contract period, the increased fee will be charged to the participant accordingly. There is no charge for incoming wire transfers.

QDRO processing fees

\$250 per divorce.

Programming costs

Any systems programming for services that are not identified in the scope of services or that have not been proposed in this proposal is available at a cost of \$175 per hour for programming, testing, and project oversight.

Our Proposal

Based on City of Mequon's request, we propose the following:

- With a 5-year contract we can move to R5 shares with a plan administration fee of **0.00%**. Estimated participant savings is \$45,000, annually.

⁶ MissionSquare Retirement and Charles Schwab are separate, unaffiliated companies and not responsible for each other's services or policies. Brokerage services are provided by Charles Schwab, member of FINRA/SIPC All rights reserved. Used with permission.

Closing

We look forward to your review of our proposal. If you have any questions about the content of our response, please contact: **Paula Schnoebelen, Manager, Relationship Management at (202) 636-6843** or via email at: pschnoebelen@missionsq.org.



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Carrie Enea, Executive Assistant
DATE: February 11, 2025
SUBJECT: RESOLUTION 4178 A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing World Migratory Bird Day in Conjunction with Arbor Day

Background

The City of Mequon was first designated as a “Bird City” under former Mayor Nuernberg in 2010 and has been renewed annually ever since. In 2015, the application renewal process was updated to require the adoption of a resolution annually by the Common Council. A draft resolution is attached.

Analysis

In 2025, Bird City activities will be observed in conjunction with the City of Mequon’s Arbor Day festivities, and City staff will provide public information about migratory bird conservation as noted in the resolution.

Fiscal Impact

The Mequon Nature Preserve and City staff work closely to coordinate Bird City activities that are primarily education-based. The application renewal fee of \$175 is paid for by Mequon Nature Preserve.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on February 11, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4178

A Resolution Authorizing Renewal of an Application with Bird City Wisconsin and Observing
World Migratory Bird Day in Conjunction with Arbor Day

RECITALS

A. Migratory birds are some of the most beautiful and easily observed wildlife that enhance the Mequon community.

B. Local residents recognize and welcome migratory songbirds as symbolic harbingers of spring and enjoy all the opportunities they have to engage in great recreational endeavors such as birdwatching and nature photography.

C. Migrant bird species also play an important economic role in the community, controlling insect pests and generating revenue related to bird watching activities.

D. Public awareness and concern are crucial components of migratory bird conservation where residents can directly contribute to maintaining healthy bird populations.

E. Since 1993, World Migratory Bird Day (WMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in the City of Mequon and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean and the southern United States.

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

1. World Migratory Bird Day will be celebrated/observed in conjunction with the City of Mequon's Arbor Day Festivities on April 27, 2025, and public information will be provided about migratory bird conservation and the importance of taking action to protect and conserve migratory birds and their habitats throughout the community.

2. The City, in conjunction with the Mequon Nature Preserve, has submitted an application and associated fee to Bird City Wisconsin, allowing the City of Mequon to maintain its "Bird City" designation.

3. These actions will continue to enhance the City's reputation for leadership in protecting the natural environment and bird habitats, while recognizing the interest of many of its residents in bird conservation.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

Caroline Fochs, City Clerk



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

www.ci.mequon.wi.us

Office of Administration

TO: Common Council
FROM: Carrie Enea, Executive Assistant
DATE: February 11, 2025
SUBJECT: RESOLUTION 4179 A Resolution Designating Mequon, Wisconsin as a Bee City USA

Background

The Mequon Nature Preserve, on behalf of the City of Mequon, is working on renewing the City's Bee City USA application for 2025. The City was first designated as a Bee City upon Common Council approval of Resolution 3370 on April 12, 2016. The 2025 renewal process requires a resolution to be adopted by the Common Council. A draft resolution is attached, and it should be noted that the resolution was prepared in accord with Bee City USA guidelines; hence there is a significant amount of required text.

Analysis

In 2006 when honeybee colonies started disappearing, later dubbed "Colony Collapse Disorder," beekeepers and non-beekeepers alike became very concerned. After all, one in every three bites of food that is consumed is courtesy of insect pollination. Equally important, 85% of flowering plants and trees rely on pollinators for the survival of their species. While less is known about native bees and other pollinators, entire species are disappearing as they battle most of the same enemies as honeybees - loss of habitat essential for food and shelter, inappropriate pesticide use, diseases, and parasites.

Launched in 2012, the Bee City USA program endorses a set of commitments, defined in a resolution, for creating sustainable habitats for pollinators, which are vital to feeding the planet. Cities, towns, and communities across America are invited to make these commitments and become certified as a Bee City USA affiliate.

Fiscal Impact

The Mequon Nature Preserve staff will take the lead on any associated activities and publicity efforts. The application renewal fee of \$300, which is based on the population size of Mequon, is paid for by the Mequon Nature Preserve.

Recommendation

A recommendation is forthcoming from the Public Welfare Committee on February 11, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4179

A Resolution Designating Mequon, Wisconsin as a Bee City USA

RECITALS

A. The goal of the BEE CITY USA program is to promote healthy, sustainable habitats and communities for bees and other pollinators.

B. Thanks to the tremendous diversity of wild native bees, along with honeybees that were brought here from Europe in the 1700's, the United States has very diverse dietary choices rich in fruits, nuts, and vegetables.

C. Bees and other pollinators around the globe have experienced dramatic declines due to a combination of habitat loss, use of pesticides, and the spread of pests and diseases, with grave implications for the future health of flora and fauna.

D. Communities have the opportunity to support bees and other pollinators on both public and private land.

E. Supporting pollinators fosters environmental awareness and sustainability and increases interactions among community stewards such as commercial and backyard beekeepers, farmers, children, educators, Master Naturalists, Master Gardeners, plant nurseries, municipalities, neighborhoods, and garden suppliers and clubs.

F. The economic benefits of (native and honey) bee-friendliness include:

- Healthy ecosystems - insect pollinators are required for pollination and reproduction of about 85% of flowering plants globally, plants that: 1) are vital for clean air and water; 2) provide food, fiber and shelter for people and wildlife; and 3) support the very insects that pollinate crops and form the basis of food webs.
- Increased vegetable and fruit crop yields due to bee pollination.
- Increased habitat for natural enemies of crop pests and therefore reduced need for and costs associated with pesticides.
- Increased demand for pollinator-friendly plant materials from local nurseries and growers.
- Income earned by beekeepers and others through the sale of bee products, beekeeping equipment and supplies, and hive rentals for pollination; and, heightened prestige and premium asking prices for place-based honey, which enhances the visibility and reputation of its community of origin.

G. Mequon, Wisconsin should be certified as a BEE CITY USA community because:

- Community interest in supporting sustainable habitats for bees and other pollinators has grown as the decline in pollinator populations and habitat has received greater local and national media attention.
- The Mequon Nature Preserve has become a trusted community resource and facilitator of honeybee education.
- Resident participation in the local bee club sponsored by the Mequon Nature Preserve has increased steadily, demonstrating the community's growing desire to learn about bees and share experiences.

H. Ideal pollinator-friendly habitats:

- Provide diverse and abundant nectar and pollen from plants blooming in succession.
- Provide clean water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling.
- Are pesticide-free or have pesticide use carried out in a manner to minimize effects on pollinators.
- Are comprised of mostly, if not all, native species of annual and perennial wildflowers, shrubs, trees, and grasses because many native pollinators prefer or depend on the native plants with which they co-evolved.
- Include, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness.
- Provide for safe and humane removal of bees when required.
- Provide undisturbed spaces (leaf and brush piles, un-mowed fields, or field margins, fallen tree and other dead wood) for nesting and overwintering for native pollinators.

I. In order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Mequon, Wisconsin agrees to meet the following commitments required of all BEE CITY USA communities:

1. Pass this BEE CITY USA resolution (which articulates these commitments).
2. The Mequon Nature Preserve is hereby designated as the Bee City USA sponsor and Kristin Thiel, Executive Director, as the Bee City USA "liaison" to encourage and coordinate local pollinator habitat and awareness activities. This body will serve as the intermediary between the citizenry and local government on matters of enhancing pollinator awareness, health, and habitat, fulfilling the following commitments:
 - a. Annually celebrate National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, proclamations or promotions that

showcase the municipality's commitment to enhancing pollinator health and habitat.

- b. Annually apply for renewal of the community's designation and submit a report of the previous year's BEE CITY USA activities following the format provided.
3. Publicly acknowledge the community's commitment by agreeing to:
 - a. Install/maintain at least one authorized BEE CITY USA street sign in a prominent location.
 - b. Create/maintain links on appropriate pages of the local government's website which includes, at minimum, links to a PDF of this signed Resolution and the national BEE CITY USA website, contact information for the local government's BEE CITY USA liaison and designated "facilitator commission or non-profit organization committee," and reports of the pollinator-friendly activities the community has accomplished in previous year(s).

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the Mequon Nature Preserve is authorized to submit an application to Bee City USA on behalf of the City of Mequon to maintain Mequon's "Bee City" designation, and commits to the standards of Bee City USA.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 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

Office of Public Works

TO: Common Council
FROM: Justin Bodoh, Building Superintendent
DATE: February 11, 2025
SUBJECT: RESOLUTION 4180 A Resolution Awarding a Contract for Cleaning Services at City Hall, the Department of Public Works Facility and the Public Safety Building to Environment Control of Wisconsin, Inc., Waukesha, Wisconsin, in the Amount of \$226,296 for the Period April 1, 2025 - December 31, 2027

Background

In 2022, Vanguard Cleaning Systems was awarded the contract to clean City Hall, the Department of Public Works Facility, and the Public Safety buildings. In January 2024, in response to a request from staff, Vanguard Cleaning Systems adjusted their personnel at City Hall and the Public Safety Building to ensure all areas of the contracts were executed effectively. City Hall staff have noticed an improvement in the quality of cleaning services provided by Vanguard Cleaning Systems over a brief period. Additionally, the staff at City Hall have made efforts to fill any gaps in order to ensure deeper cleanliness, particularly on nights when meetings take place.

In October 2024, building staff distributed another request for proposals (RFP) for cleaning services at City Hall, the Department of Public Works Facility, and the Public Safety Building for the years 2025, 2026 and 2027. Staff received seven proposals from cleaning contractors in southeastern Wisconsin, including A&M Cleaning Solutions, Coverall, Environment Control of Wisconsin, KleanMark, McDaniel's Property Maintenance, N&D Cleaning, Pinnacle Cleaning, and Vanguard Cleaning Systems.

Analysis

The proposal from Environment Control of Wisconsin was received on November 22, 2024, and reviewed by staff for compliance with the defined scope of services. Under the proposed pricing schedules that were submitted to the City, a summary of which is attached, Environment Control of Wisconsin's first-year contract price is \$492 lower than the current contractor Vanguard Cleaning Systems and approximately \$4,000 less than pricing received from the next lowest bidder, Vanguard Cleaning Systems.

After confirmation of adequate service from multiple references, including the Weyenberg Library, Building Division staff recommends moving forward with Environment Control of Wisconsin for routine cleaning services for fiscal years 2025-2027, with a pending contract start date of April 1, 2025.

Fiscal Impact

The FY2024 rates for cleaning services at all three buildings are shown below:

	<u>Monthly Cost</u>	<u>FY2024 Contract Cost</u>
· DPW Combined Facility	\$1,250	\$15,000
· City Hall	\$2,635	\$31,620
· Public Safety Building	\$2,891	\$34,692
TOTAL	\$6,776	\$81,312

Under the proposed contract, the 2025 fiscal impact of cleaning services at all three buildings (starting on April 1, 2025) is shown as follows. Notably, the annualized cost of \$80,820 proposed by Environment Control of Wisconsin is \$708 below the amount of \$81,528 that was included in the City's 2025 budget for cleaning services.

	<u>Monthly Cost</u>	<u>FY2025 Contract Cost (9 months)</u>
· DPW Combined Facility	\$1,330	\$11,970
· City Hall	\$2,575	\$23,175
· Public Safety Building	\$2,830	\$25,470
TOTAL	\$6,735	\$60,615

2026 fiscal impact of cleaning services at all three buildings is shown below:

	<u>Monthly Cost</u>	<u>FY2026 Contract Cost</u>
· DPW Combined Facility	\$1,330	\$15,960
· City Hall	\$2,575	\$30,900
· Public Safety Building	\$2,830	\$33,960
TOTAL	\$6,735	\$80,820

2027 fiscal impact of cleaning services at all three buildings is shown below:

	<u>Monthly Cost</u>	<u>FY2025 Contract Cost</u>
· DPW Combined Facility	\$1,396.50	\$16,758
· City Hall	\$2,703.75	\$32,445
· Public Safety Building	\$2,971.50	\$35,658
TOTAL	\$7,071.75	\$84,861

Recommendation

A recommendation is forthcoming from the Public Works Committee on February 11, 2025.

Attachments:

Cleaning Service Pricing Breakdown (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4180

A Resolution Awarding a Contract for Cleaning Services at City Hall, the Department of Public Works Facility and the Public Safety Building to Environment Control of Wisconsin, Inc., Waukesha, Wisconsin, in the Amount of \$226,296 for the Period April 1, 2025 - December 31, 2027

RECITALS

A. Staff requested proposals for routine cleaning services at City Hall, the Department of Public Works Facility and the Public Safety Building.

B. Staff has received and reviewed various proposals.

C. Staff has determined that the proposals received meet the requirements outlined and that vendor qualifications have also been met, and on that basis has made a recommendation to the Committee on Public Works.

D. The Committee on Public Works at its meeting on February 11, 2025, approved staff's recommendation.

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

1. The 2025-2027 Cleaning Services contract for City Hall, the Department of Public Works Facility and the Mequon Public Safety Building is awarded to Environment Control of Wisconsin, Inc., of Waukesha, Wisconsin, in the amount of \$226,296, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

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

Approved by: Andrew Nerbun, Mayor

Date Approved: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

Caroline Fochs, City Clerk



City of Mequon 2025 RFP Cleaning Services Breakdown

Company	Contact	Email	City Hall/Mo.	DPW/Mo.	Public Safety/Mo.	Monthly Total	Total 2025	Total 2026	Total 2027	3 Year Total
Vanguard Cleaning Systems	Michael Hamerlind	Mhamerlind@vgcswi.com	\$2,635.00	\$1,250.00	\$2,891.00	\$6,776.00	\$81,312.00	\$84,564.00	\$84,564.00	\$250,440.00
KleenMark	Kyle Jefferson	kjefferson@kleenmark.com	\$2,863.00	\$1,326.00	\$2,743	\$6,932.00	\$83,184.00	\$85,668.00	\$88,249.92	\$257,101.92
KleenMark	Kyle Jefferson	Option 2	\$3,538.00	\$1,991.00	\$3,348.00	\$8,877.00	\$106,524.00	\$109,719.72	\$113,011.32	\$329,255.04
A & M Cleaning Solutions	Avery Walker	Walkerfamilyholdingsaw@gmail.com	\$4,646.49	\$1,603.87	\$4,695.01	\$10,945.37	\$131,344.44	\$135,284.77	\$139,343.31	\$405,972.52
Coverall	Dale McFarlane	dale.mcfarlane@coverall.com	\$3,306.00	\$2,180.00	\$3,250.00	\$8,736.00	\$104,832.00	\$104,832.00	\$110,073.60	\$319,737.60
McDaniels Property Maintenance	Damar	damar2107@gmail.com	\$5,700.00	\$5,200.00	\$6,600.00	\$17,500.00	\$210,000.00	\$210,000.00	\$210,000.00	\$630,000.00
Pinnacle Cleaning	James Patterson	JamesPatterson@pinncleanmke.com	\$3,100.00	\$1,400.00	\$3,225.00	\$7,725.00	\$92,700.00	\$96,408.00	\$100,260.00	\$289,368.00
ND Cleaning	Aleksandar Ljubic	milwaukee@nndcleaning.com	\$4,000.00	\$1,500.00	\$2,500.00	\$8,000.00	\$96,000.00	\$98,880.00	\$101,846.40	\$296,726.40
EC Wisconsin	Heather Pohl	heather.pohl@ecwisconsin.com	\$2,575.00	\$1,330.00	\$2,830.00	\$6,735.00	\$80,820.00	\$80,820.00	\$84,861.00	\$246,501.00

YELLOW INDICATES LOW BID



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

www.ci.mequon.wi.us

Office of Sewer

TO: Common Council
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: February 11, 2025
SUBJECT: RESOLUTION 4181 A Resolution Approving the Purchase of a Replacement Pick-Up Truck and Related Components from Ewald Automotive Group, Oconomowoc, Wisconsin for a Total Estimated Cost of \$45,252

Background

The Sewer Utility funds numerous capital accounts. The equipment replacement fund is a sinking fund for the replacement of sewer equipment. In the 2025 budget documents, staff prioritized replacement of the Superintendent and televising trucks for the sewer maintenance crew.

The annual budget process establishes the total capital funding, as well as allocates those funds among the various accounts. The expenditure of those capital funds follows the City's procurement policy, generally requiring Sewer Utility Commission authorization.

Analysis

Truck 600 is the Sewer Superintendent truck. The current model is a 2019 Chevrolet Colorado and would be replaced with a 2025 Chevrolet 1500 Silverado. The Colorado is in good condition with a current mileage reading of 63,000, but is too small to haul pumps and generators, and does not have the ability to load discharge hoses and safety equipment for sewer projects.

Fiscal Impact

Staff requested pricing for a pick-up truck through the state contract. For 2025, Ewald Automotive Group holds the state contract for pick-up trucks. The quote for the truck and cover is attached, and totals \$44,052.

In addition to the truck purchase, staff will follow the City's procurement policy to outfit the truck with a combination of safety lights, identification and striping for an estimated additional \$1,200.

The current truck will be sold, either to City DPW to replace a vehicle within the fleet or through Wisconsin Surplus, in accordance with the City's Financial Policies. The residual value is estimated at \$18,000 and will be deposited into the Sewer Equipment Replacement Fund.

There is adequate funding available in the Sewer Equipment Replacement Fund for this purchase.

Recommendation

A recommendation is forthcoming from the Sewer Utility District Commission on February 11, 2025.

Attachments:

2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4181

A Resolution Approving the Purchase of a Replacement Pick-Up Truck and Related Components from Ewald Automotive Group, Oconomowoc, Wisconsin for a Total Estimated Cost of \$45,252

RECITALS

A. The City of Mequon Sewer Utility equipment replacement program includes replacing truck #600.

B. The Department of Public Works' Fleet Division solicited pricing for replacement trucks through the state contract.

C. The bids were reviewed by staff for compliance with specified requirements.

D. Adequate funds are available for all of the components of the truck replacement in the Sewer Equipment Replacement Fund, Account #610669 740005.

E. The Sewer Utility District Commission, at its meeting on February 11, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that the purchase with Ewald Automotive Group of Oconomowoc, Wisconsin, plus applicable safety lights, identification and striping in the form attached hereto is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

Approved by: Andrew Nerbun, Mayor

Date Approved: February 11, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 11, 2025.

Caroline Fochs, City Clerk



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Mequon Waste Water Department

Prepared For: Jeremy Weinrich

jweinrich@ci.mequon.wi.us

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck



Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$43,600.00
Dest Charge	\$1,995.00
Total Options	\$5,332.00
Subtotal	\$50,927.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$6,875.00)
Subtotal Discount	(\$6,875.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$44,052.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$44,052.00

Comments:

2025 Chevrolet Silverado 1500 Double Cab 4wd revised to your specs as detailed. Registration Fees are NOT included. Delivery can not be anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✔
Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Mechanical

- Durabed, pickup bed
- Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
- Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)
- GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)
- Rear axle, 3.42 ratio
- Push Button Start
- Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
- Transfer case, single speed electronic Autotrac with push button control (4WD models only)
- Four wheel drive
- Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retain accessory power
- Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
- Recovery hooks, front, frame-mounted, Black
- Frame, fully-boxed, hydroformed front section
- Suspension Package, Standard
- Steering, Electric Power Steering (EPS) assist, rack-and-pinion
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill
- Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Exterior	
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
	Tailgate, gate function manual, no EZ Lift

Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering column lock, electrical
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone manual
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✔
Complete)

Safety-Mechanical	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and help you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Silverado TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10753	2025 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck	\$43,600.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Not available with C*10703 Regular Cab model. Retail orders require (G80) auto-locking differential. Fleet or Government order types require (G80) auto-locking differential on CC10543 Crew Cab models.)	\$1,595.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

AXLE		
CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

WHEELS		
CODE	DESCRIPTION	MSRP
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (Not available with (VYU) Snow Plow Prep Package.)	\$350.00
TIRES		
CODE	DESCRIPTION	MSRP
QBN	Tires, 255/70R17 all-season, blackwall (STD)	\$0.00
SPARE TIRE		
CODE	DESCRIPTION	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	\$0.00
PAINT		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00
SEAT TYPE		
CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
SEAT TRIM		
CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim (On 1WT models requires (A2X) 10-way power driver seat adjuster. Not available with (ZW9) pickup bed delete.)	\$0.00
RADIO		
CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

OPTION DISCOUNT		
CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (L3B) TurboMax engine or (PEB) WT Value Package.) *DISCOUNT*	(\$500.00)

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	Inc.
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailing Package (Not available with (ZW9) pickup bed delete.) *GROSS*	\$960.00
Z82	Trailing Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	Inc.

ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailing Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	\$395.00
JL1	Trailer brake controller, integrated (Requires (Z82) Trailing Package.)	\$275.00
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VDJ), (VKZ) or (WEZ). Crew Cab models are available with Ship Thru code (TFA).)	\$545.00
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$150.00
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob	\$125.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (H0U) Jet Black interior and (KI4) 120-volt power outlet.)	\$290.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI4	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports.)	\$225.00
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
5JY	LPO, Soft Folding Truck Bed Cover by RealTruck Advantage (dealer-installed) (Not available with (ZW9) pickup bed delete or any other truck bed cover.)	\$525.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
Delivery	Delivery from Oconomowoc to Mequon	\$42.00
Start	GM Remote Start	\$355.00
Options Total		\$5,332.00

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.



Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$43,600.00
Total Options	\$5,332.00
Vehicle Subtotal	\$48,932.00
Destination Charge	\$1,995.00
Grand Total	\$50,927.00

Attachment: 2025 CHEVROLET SILVERADO 1500 DOUBLE CAB 4WD (RESOLUTION 4181 : Sewer Truck 600)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or regio Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24112. Data Updated: Dec 3, 2024 7:17:00 PM PST.



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

www.ci.mequon.wi.us

Office of City Attorney

TO: Common Council
FROM: Brian Sajdak, City Attorney
DATE: February 5, 2025
SUBJECT: Closed Session Regarding Personnel Evaluation of City Administrator

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.